

CITY COUNCIL AGENDA

Thursday

January 22, 2026

6:30 p.m.

Mayor

Lisa Burtenshaw

City Council

Jim Francis
Council President, Seat 4

Brandon Lee
Council Seat 2

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Kirk Larsen
Council Seat 3

Michelle Ziel-Dingman
Council Seat 1

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 Department (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 Testimony.** Because public hearings must follow various procedures required by law, please wait to offer your testimony until invited/indicated. Please address Council directly and try to limit your time to three (3) minutes.
- **Written Testimony.** The public may provide written testimony via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Testimony 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.

If you need communication aids or other physical accommodations to attend or access this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 prior to the meeting. They will help accommodate special needs wherever possible.

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, January 22, 2026 **6:30 PM** **City Council Chambers**

1. Call to Order & Roll Call

2. Pledge of Allegiance

3. Public Comment

Please see guidelines on page 2.

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 to City Boards, Committees and Commissions pursuant to Idaho Falls Police Department Policy. **26-32**

Attachments: MO Memo
PD Memo
Resume
Policy 301

B) Municipal Services

1) Annual Impact Fee Report **26-23**

Attachments: Summary Report
Approved Projects

2) Treasurer's Report for November 2025 **26-33**

Attachments: Report

C) Office of the City Clerk

1) City Council Meeting Minutes **26-21**

Attachments: 11.26.24
01.08.26

2) December 2025 Licensing through the Office of the City Clerk **26-07**

Attachments: New
Renewed
Contractors

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) Development Agreement for Christ Community Church **26-30**

This agreement identifies developer responsibilities associated with improvements for the Christ Community Church located at 5742 South 5th West. Major items covered within the agreement include site access, seal coating required on South 5th West, and other utility related items.

Action Item(s):
Approve the Development Agreement for Christ Community Church and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

Attachments: Map
Agreement

B) Municipal Services

1) Purchase of Firefighter Turnouts **26-22**

This purchase is for protective ensemble firefighter wear used during emergency calls, known as "turnouts." Turnouts play a vital role in protecting fire personnel against all the dangers of fire, smoke, cancer causing agents, and other harmful materials and situations.

Action Item(s):
Approve the purchase of firefighter turnouts from the Sourcewell cooperative purchasing contract 010424-LIO from SeaWestern Fire Fighting Equipment for a total of $140,780.18 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Quote
Sourcewell/LION Contract

2) Replace City Servers **26-24**

This purchase will acquire 4 new rank-mount UCS servers to improve server operational systems. The servers support various city information technology resources, including utility billing, access control and accounting systems. The current servers are four years old and will be rotated to the city's data center at Idaho Falls Power to replace end-of-life servers at this location.

Action Item(s):
Accept and approve the quote received from CompuNet, accessing the State of Idaho Contract PADD20210672, for a total of $131,441.19 to replace city servers and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Quote

3) Replace Asphalt Recycler for Public Works **26-29**

This purchase will replace unit #1533 a 2011 Bagela BA 7000F Asphalt Recycler that has reached the end of its useful life and is scheduled for replacement.

Action Item(s):
Approve the quote received from Bagela accessing the GSA cooperative purchasing contract #GS-30F-001BA for a total of $225,524.29 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Quote
Photo

C) Community Development Services

1) Resolution approving the Eligibility Report for the Narrows Urban Renewal District **26-28**

Attached is a resolution approving the Eligibility Report for the Narrows Urban Renewal District. This is the first step required by Idaho Statute in creating a new urban renewal district. The report reviews the criteria for establishing a district and determines which of the criteria are met for the site. The statute requires that only one of the criteria be met. If the Council approves the report, the Idaho Falls Redevelopment Agency (IFRA) will then be authorized to draft an urban renewal district plan, which will also come back for Council approval. The IFRA board reviewed and approved this report on September 18, 2025. It is now being presented for Council approval.

Action Item(s):
Approve the Resolution approving the Eligibility Report for the Narrows Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution
Eligibility Report
Agency Signed Resolution

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Loock Subdivision, Division No. 3 **26-25**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Look Subdivision, Division No. 3. The Planning and Zoning

Commission considered this item at its November 12, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item(s):

1. Approve the Development Agreement for the Final Plat for Loock Subdivision, Division No. 3 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Approve the Final Plat for Look Subdivision, Division No. 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Looke Subdivision, Division No. 3 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Home Ranch Addition, Division No. 7, First Amended. **26-26**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Home Ranch Addition, Division No. 7, First Amended. On June 3, 2025, The Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item(s):

1. Approve the Final Plat for Home Ranch Addition, Division No. 7, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Home Ranch Addition, Division No. 7, First Amended and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Staff Report
Final Plat
PC Minutes
Reasoned Statement

4) Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Willows Place Townhomes. **26-27**

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Willows Place Townhomes. On October 7, 2025, the Planning Commission voted to recommend approval of the PUD to the Mayor and City Council with a vote of 5 to 1.

Action Item(s):

1. Approve the Planned Unit Development (PUD) for Willows Place Townhomes as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Willows Place Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning Map
Aerial
Comp Plan Map
PUD Zoning Regulations
Staff Report
PUD
Elevation Drawings
Neighborhood Meeting Summary
Planning Commission Testimony
PC Minutes
Reasoned Statement
Written Testimony

6. Announcements

7. Adjournment

Memorandum

File #: 26-32 **City Council Meeting**

FROM: Lisa Burtenshaw
DATE: Thursday, January 15, 2026
DEPARTMENT: Mayor's Office

Subject
Appointments to City Boards, Committees and Commissions pursuant to Idaho Falls Police Department Policy.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the reappointment of David W. Snell to the Idaho Falls Police Department's Use of Force Review Board pursuant to Idaho Falls Police Department Policy 301.

Description, Background Information & Purpose

Attached for your review and approval please find a cover letter and resume for David. W Snell, memoranda from Idaho Falls Police Chief Bryce Johnson and Chief of Staff Margaret Wimborne and IFPD's Policy 301.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Involving citizens in governance and decision-making processes supports the highest values of the City's strategic plan.

Interdepartmental Coordination

The process included collaboration with the Idaho Falls Police Department.

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

powered by Legistar™

OFFICE OF THE MAYOR

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

IDAHO FALLS

MEMORANDUM

TO: Lisa Burtenshaw

FROM: Margaret Wimborne

DATE: Jan. 15, 2026

RE: Idaho Falls Police Department's Use of Force Review Board

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I support the reappointment of David W. Snell to the Idaho Falls Police Department's Use of Force Review Board.

As per IFPD Policy 301, Police Chief Bryce Johnson is seeking approval for the reappointment of David W. Snell. Mr. Snell has been a valued part of the Use of Force Review Board since 2021. As the founder and president of the Idaho Falls African American Alliance, Mr. Snell provides great insight and perspective to the board's deliberations. He also has considerable knowledge about policing issues.

POLICE DEPARTMENT

Bryce A. Johnson | *Chief of Police*
Chief's Office (208) 612-8660
Detective Division (208) 612-8630
Animal Shelter (208) 612-8670
Records (208) 612-8600

IDAHO FALLS POLICE

MEMORANDUM

TO: Mayor Rebecca Casper

FROM: Chief Bryce Johnson
DATE: December 16, 2025
RE: Re-appointment of Mr. David Snell to a three-year term on the Idaho Falls Police Use of Force Review Board

Citizens serving of the Use of Force Review Board are selected by the Chief of Police and then approved by the Mayor and City Council. The Use of Force Review Board is a community oriented policing engagement combining both Citizens and Police Officers to sit together and review use of force instances.

The Use of Force Review Board is convened when the use of force by a member of IFPD results in serious injury or death of another, or when deadly force is intentionally used by a member of IFPD regardless of whether it causes an injury or death of another individual. It can also be convened in any other instance deemed appropriate at the request of the Chief of Police.

The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of the incident it is convened to review. Board members may request further investigation, request reports be submitted for the Board's review, call persons to present information and request the involved employee to appear.

At the conclusion of this review, the Board will make one of two recommendations: the IFPD member's actions were within Department policy and procedure, or the actions were in violation of Department policy and procedure. The Board may also recommend updates to Department policy and procedure as well as training enhancements. All final decisions rest with the Chief of Police.

Mr. David Snell has been serving on the Use of Force Review Board since March of 2021. Mr. Snell has been a valuable member of the Board providing insight and perspective from his point of view. Mr. Snell is very qualified to continue serving on the Use of Force Review Board. Mr. Snell is a man of great integrity whose personal life is beyond reproach. Mr. Snell has a good fundamental understanding of policing issues including use of force.

POLICE DEPARTMENT

Bryce A. Johnson | *Chief of Police*
Chief's Office (208) 612-8660
Detective Division (208) 612-8630
Animal Shelter (208) 612-8670
Records (208) 612-8600

Mr. Snell is the founder and president of the Idaho Falls African American Alliance (AAA). The purpose of the AAA is to promote understanding and unity in our local community while offering opportunities to network and learn from each other; so our youth will know we all have choices to make in life. Mr. Snell has worked as a senior nuclear facility operator at the Idaho National Laboratory since 1983.

As the Chief of the Idaho Falls Police Department, it is my honor to appoint Mr. Snell as a member of the IFPD Use of Force Review Board to serve in this capacity from January 2026 to January 2029. I respectfully ask the Mayor and City Council to approve his appointment to this position.

DAVID W. SNELL

Senior Nuclear Facility Operator

CONTACT

3180 Fennec Lane
Idaho Falls, Idaho 83401

208-569-6768

David.Snell@inl.gov

I am including my resume with this cover letter in regards to my interest in the citizen review board.

To Whom it May Concern,

Though I was a non-traditional student; (attending class at night while maintaining a career, being a husband, a father), I am committed to being an example to the youth in our community.

I believe serving on this board will further my goal in showing youth the importance of education and being leaders in their communities.

In addition to my employment with Argonne National Laboratory-West/Materials and Fuel Complex (MFC) I am also the founder and president of the Idaho Falls African American Alliance (AAA) which I founded in 2006.

The purpose of AAA is to promote understanding and unity in our local community while offering opportunities to network and learn from each other; so our youth will know we all have choices to make in life.

During this banquet I cultivate an opportunity for attendees to meet and learn from some of the most prolific minds in each speakers' respective field.
Dr. Walter Massey, (former President Morehouse College), Mr. William Magwood (former Director of Nuclear Energy U.S. Department of Energy), and Dr. Warren Miller (Assistant Secretary of Energy) are just a few of the "Who's Who's" lecturers I obtained for the annual banquet.

Sir/Ma'am, it would be an honor for me to serve on this Board, with my experience, educational qualifications and skills. Additionally, I look forward to putting my experience towards this cause and being that bridge in our community.

My enclosed resume will provide you with more details regarding my qualifications and experience. Please contact me by phone or email so that we may set up a meeting. I look forward to hearing from you.

Thank you for your time,

David W. Snell

Enclosure

DAVID W. SNELL

Senior Nuclear Facility Operator

3180 Fennec Lane Idaho Falls, Idaho 83401

208-569-6768

David.Snell@inl.gov

OBJECTIVE

Enthusiastic and dependable Senior Nuclear Facility Operator interested in enriching the local community by using my unique skill set and professional expertise via board membership with Idaho State University Alumni Association

EDUCATION

Idaho State University, 2012
B.S. Human Resource Training and Development

EXPERIENCE

May 1983 — Present
Senior Nuclear Facility Operator · Argonne National Laboratory-West/Materials and Fuel Complex (MFC) · Idaho National Laboratory (INL)

— Nuclear Facility Operator with experience in every phase of fuel manufacturing and processing including: fuel casting, fuel fabrication, glove box work, and hot cell work, and criticality planning and implementing waste characterization and packaging. On the Job instructor for inexperienced personnel including lesson plan development and training for the MFC Site not limited to/including overall position training. Facility Safety Representative including; instructing and inspecting Safety, Health, and Environmental hazards (SHE) while ensuring safety in the workplace for the MFC facility and personnel within. Emergency Response Operator; first point of contact for incidents or emergencies related to the MFC Facility and personnel within.

KEY SKILLS

Event Coordination, Analytical Skills, Logistical Management, Creative Thinking, Project Management, Budget Management, Dynamic Leader, Team Player, Flexible, and Proficient in a multitude of settings

LEADERSHIP

— Multiple individual and group award winner including: the Argonne National Lab Pacesetter Award, the Laboratory Directors Community Award, and VPP Star Site recognition and recertification of the MFC Safety Team

— Founding President of the Idaho Falls African American Alliance (AAA)(est. 2006)

— Dynamic leader of the Hispanic Youth Symposium annually for over 24 years

REFERENCES

— Available upon request

David Snell

Dave's character described as an inanimate object would be a majestic bridge that can span any obstacle because he has a heart for all mankind. He has sacrificed himself for others all of his life beginning in Junior High school and no one is a stranger to Dave Snell.

Dave's love for all people and the ability to bridge the gap between them was evident during his school years where he was a star athlete. He was named athlete of the year, team captain, most inspirational player, and a spark plug, a team member who inspires other team members to remain spirited.

Dave was not a typical jock. He also received one of two prestigious Black Watch awards and was named Outstanding Student of the class of 77 for averting conflicts and being a peacekeeper among his classmates.

Dave has worked at the INL for 33 years primarily as a highly skilled and dedicated Nuclear Facility Operator. Through determination and focus in 2012, he received his BS degree in Human Resources Development and Trainer from Idaho State University School of Technology. The Argonne National Laboratory awarded him the Pacesetter plaque for reaching and setting goals in fuel handling. He has continued to be a bridge at work through his leadership as a VPP 24/7 lead, his safety outreach in schools for Halloween, and as a Spanish Youth Symposium supporter.

Dave's most commendable bridge building has occurred in the community as the visionary of the African American Alliance(AAA) which he started in 2006 and his leadership has accounted for 11 very successful Martin Luther King banquets since then. The AAA, through the Martin Luther King banquet, provides college scholarships to African American students and community non-profit noted establishments.

Dave's life and goals are reflected in the AAA's Mission Statement: The AAA is committed to initiating dialogue and providing resources that contribute to the educational, economic, and cultural growth and development of our community. The AAA promotes understanding and respect among all races.

Dave is also known for his barbeque ribs and frequently has used that talent as a fundraiser for his church family, friends that needed help and for community non-profits. Dave is the most genuine person you will ever meet. He certainly deserves recognition and much more for all he has done to bridge many gaps.

Dave and Eloise Snell attended the same schools in Junior High and High School and have been married for 27 years and they have one daughter and one grandson.

-David Porter
Porterhouse Training
208-346-2258

UMBC
AN HONORS UNIVERSITY IN MARYLAND

Office of the President
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, Maryland 21250

[illegible]
FAX 410-455-1210
voice/TTY 410-455-[illegible]
[illegible]@umbc.edu

June 20, 2014

To: Hiring Manager for "INL Recruiting Specialist"

From: Dr. Freeman A. Hrabowski, III, President

I am submitting this letter on behalf of Mr. David Snell. I got to know Dave when I was the keynote speaker at the 2013 Dr. Martin Luther King banquet in Idaho Falls. As president of the African American Alliance (AAA), Dave represented not only the organization, but also the Idaho National Laboratory (INL) and his community. Dave's excellent communication and leadership skills were evident as he interfaced with senior INL managers, local officials, and the members of the AAA. The banquet's great success was a tribute to Dave and his team.

During my conversations with Dave, he spoke about his desire to help the INL recruit the best and brightest. I strongly recommend Dave for the open position. Please let me know if I can provide any additional information.

Sincerely,

Freeman A. Hrabowski

Freeman A. Hrabowski, III
President

2016 Laboratory Director Award Nomination Form

Upload this form along with the supplemental materials as **one PDF document** using the button on the Awards website.

The nomination package is the only information the committee will use to select the award winners. They will not have access to internet references or audio/video materials.

Visit the Awards website for more information.

Contact Jennifer Eisenbeis, Jennifer.Eisenbeis@inl.gov, for questions or more information; please put *Laboratory Director Awards* in the subject line.

Forms are due Monday, February 6, 2017.

Individual or Team being nominated: David Snell

Award category: Community Award

Name of person submitting this recommendation: Eric Papaioannou

Division/department of nominee: U612

Provide a paragraph summarizing why this person or team deserves recognition.

In a time of great racial discord in this country, it gives me great pleasure to nominate Dave Snell, founder of the Idaho Falls African American Alliance (IFAAA), for the INL's Community Award. Dave has dedicated his personal life to promoting education, increasing cultural awareness between races, and promoting diversity and acceptance of all people.

Dave's dedication to his belief that one man can make a difference drove him to bring together like-minded members of both the African American and predominantly white Idaho Falls community under the common banner of breaking barriers and assisting those in need. To that end, the IFAAA has affected many lives (see attached testimonial from I. Omotowa, Harvard University undergrad student) by helping African American and other needy youth achieve their educational goals and by providing a bridge for community outreach. Under Dave's leadership each year since 2006, the IFAAA has hosted the Dr. Martin Luther King fundraising banquet. This banquet provides opportunity for community outreach and has raised roughly $30,000 that has been invested in students pursuing their educational dreams.

Dave's inspiring story of breaking down racial barriers and inequality has been sustained throughout his life.

Dave Snell was raised in both Southern California and Utah, in a family with a solid religious foundation. Having a mother with very strong values and expectations and a pastor for a step-father most certainly assisted in shaping the man that Dave Snell is today. From a young age, Dave was known as a peacemaker and one to actively avert conflict. His larger-than-life personality and winning smile likely played a strong role in his ability to diffuse issues and racial tensions.

Although Dave doesn't consider himself a leader, his actions confirm just the opposite. While in high school, he experienced issues of race and inequality that he believed could be changed by giving students an avenue to express themselves in a safe environment free of fear of retaliation. To that end, he approached the school administration and was authorized to start what was called the Black Student Union (BSU). This group was instrumental in educating students to cultural differences and providing them an avenue for change. After high school, Dave attended the College of Eastern Utah and there he witnessed some of the same race relations and cultural issues he saw in high school. Knowing how successful the original BSU was, he was again inspired to approach the college administration and obtain permission to form a college-level Black Student Union. This group was also successful through engagement and action in educating students on cultural differences, promoting equality and acceptance for all.

In 2006, a friend of Dave's told him about an African American teen from Idaho Falls. The teen was on his high school debate team and had won several local competitions, and had recently qualified for the regional debate

finals. Due to financial hardship, the young man was not going to be able to attend. True to his nature, Dave knew he had to act. He shared the story amongst his INL friends and together they raised enough money to assist the young man in making it to regionals. Of this experience, Dave said, "It made me think how nice it would be if we could help out the kids in the area who are in need. We're blessed with great jobs. We have the means to help others. Why not do it?" Thus, the idea of an official organization had been planted.

The Idaho Falls African-American Alliance was started with just a few individuals and a common goal. This organization was chartered to not only provide financial assistance to needy youth, but to promote diversity and educate people regarding race relations and cultural differences. Dave has a vision that through education and acceptance, "We [as two complete opposites], should be able to look at the same thing going on in our country, and come to the same conclusion."

The IFAAA's mission statement includes initiating dialogue between races. The organization has been up and running for over 11 years, and has been able to provide $17,000 in scholarships and close to $13,000 to other charities in the community. Dave has been told that he has a gift for getting people together, which is apparent in the AAA annual Martin Luther King banquet attendance. The banquet hosts an average of 375 people each year, and is still growing. The proceeds raised at this major fundraiser allow IFAAA to provide scholarship assistance to African American students as well as give back to the community through other charitable organizations.

In addition to the IFAAA, Dave has been involved in spearheading several activities from replacing the roof on his church, to establishing a men's choir group, and throwing a sizable fundraising barbeque for the Idaho Falls Montessori School, which raised sufficient funds to allow them to successfully establish their daycare center.

Early on in Dave's life, he knew that he was going to be more than just a passive member of society. Dave said, "I was always taught to stand up for what I believe in, and I believe in the good in people." Through his strong faith and parental influence, Dave has dedicated his life to taking action to promote diversity, education, and expanding awareness and understanding between races, with results that have resounded throughout and beyond the Eastern Idaho area.

The INL Community Award could not go to a more deserving candidate. During Martin Luther King, Jr.'s famous speech he said, "The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy." From Dave's earliest years acting as a playground peacemaker, to formation of the Black Student Union in both high school and college, to his being the principle driver behind the Idaho Falls African American Alliance, he has continuously strived to unselfishly give back to the community in order to provide opportunities to those who would otherwise not be able to fully participate and reach their full potential.

List the supporting documentation included in the nomination package (refer to the category descriptions on the Awards website for specific requirements).

Thank you letter to AAA from Ibukunoluwa Omotowa, Harvard Student.

Jensen, Lisa. "Living the Dream." *Idaho Falls Life*. 2016: 134-139. Print.

List the authors of the letters of recommendation. Please state whether the recommendation is included in the PDF package or if it will be emailed from the author.

Recommendation Letter, David Porter (included).

Recommendation Letter, Freeman A. Hrabowski, III (included).

Had someone told me 4 years ago that today, that I would be a junior at Harvard University, studying History and Molecular Biology, I may have not believed them. The journey to come that I was to embark on was one that would change everything that I am. From the speed at which I process information, to the way I approach conversations, down to the way I carry myself, schooling at an institution as grand as Harvard University projected has improved my person and my character immensely. A school whose reputation is intertwined with wealth and famous alumni – like ivy on a tower wall, Harvard was initially a very looming challenge. As someone from very humble beginnings who has lived in Idaho Falls a majority of my life, the adjustment has been a major one. Although many things have been added to my arsenal of life skills, I still make sure to maintain the core person that I came to school with. The many values instilled into my life from an early age by my mother and father, have grounded me, and acted as much needed motivation in the times of hardship. With these hardships, however, have come an incredible amount of successes. In my time at Harvard I have managed to walk onto the Varsity Men's Soccer team, and become a well-respected member of the team. Off the field, however, my involvement with the school is noteworthy. I am the current Communications Chair of the Harvard Black Men's Forum, and in past semesters I served as a community liaison for the Harvard Institute of Politics Fellow, Lindiwe Mazibuko. Something incredible about that opportunity is how close and personal I was able to get with Lindiwe. Lindiwe was South Africa's DA Parliamentary Leader and Leader of the Opposition in the National Assembly, and the DA's youngest ever parliamentary leader. More importantly, she was the first black woman in South African history to be elected to the post of Leader of the Opposition. Similar to this connection, I have also been blessed with the opportunity to connect with Henry Louis Gates Junior who played a large part in my motivation to apply to do work abroad. From these conversations, I applied to, and won the Rosenkrantz Grant and studied the racialized nature of public health disparities in Bahia, Brazil in summer 2016. These are some of the few blessings that have come my way while I have been a student at Harvard and I pray that there is continued success in 2017! I would like to say a very warm and meaningful thank you the Idaho Falls African American Alliance. Sponsorship from the alliance helped me to be in the benevolent position that I currently find myself, and it means the world. I pray that the African American Alliance can continue to reach out to young, motivated, black students and encourage them to strive to succeed and reach great heights. Vision is something that is priceless, and the vision that the African American Alliance has is one that includes the active supporting of students who will continue the legacy of greatness that has come from the Alliance. Again, I would like to say thank you, and I pray that my and the Alliance's success will continue for many days to come.

Thank You!

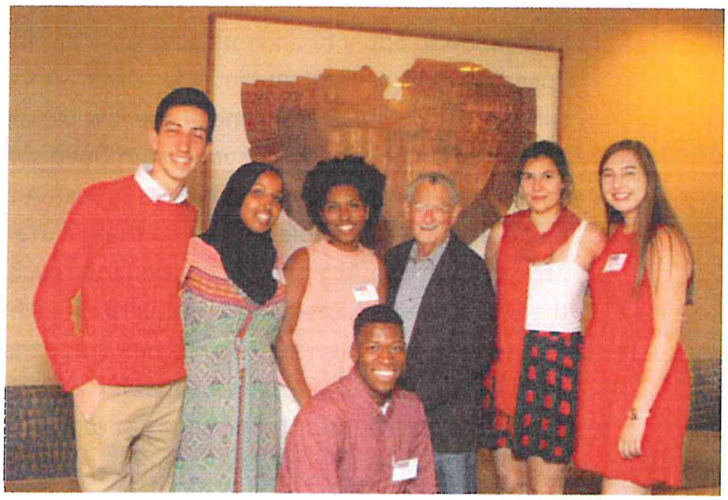








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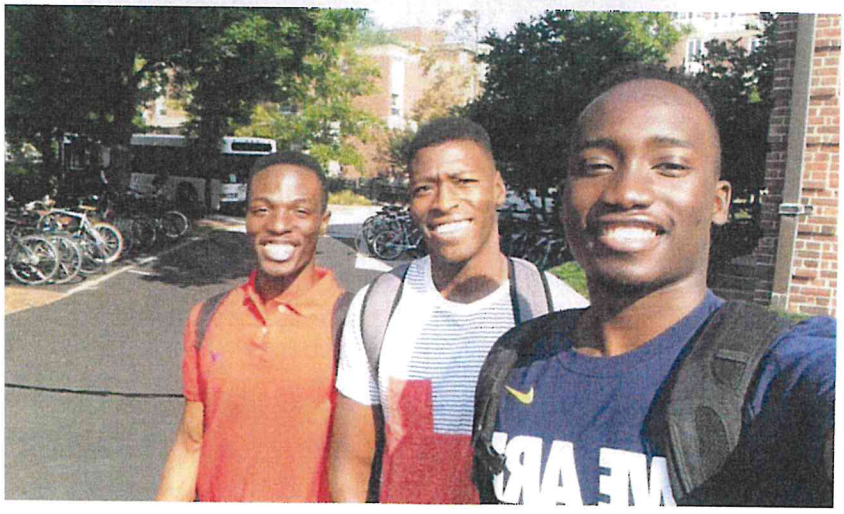






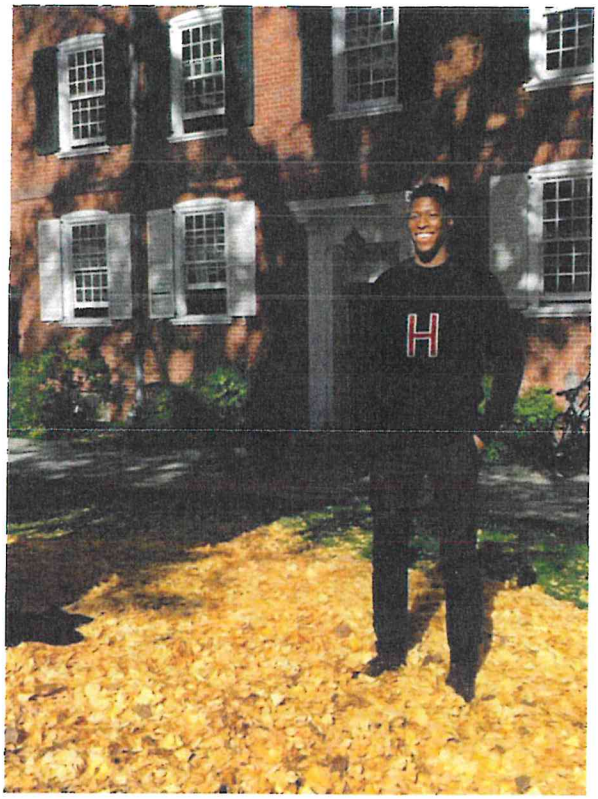

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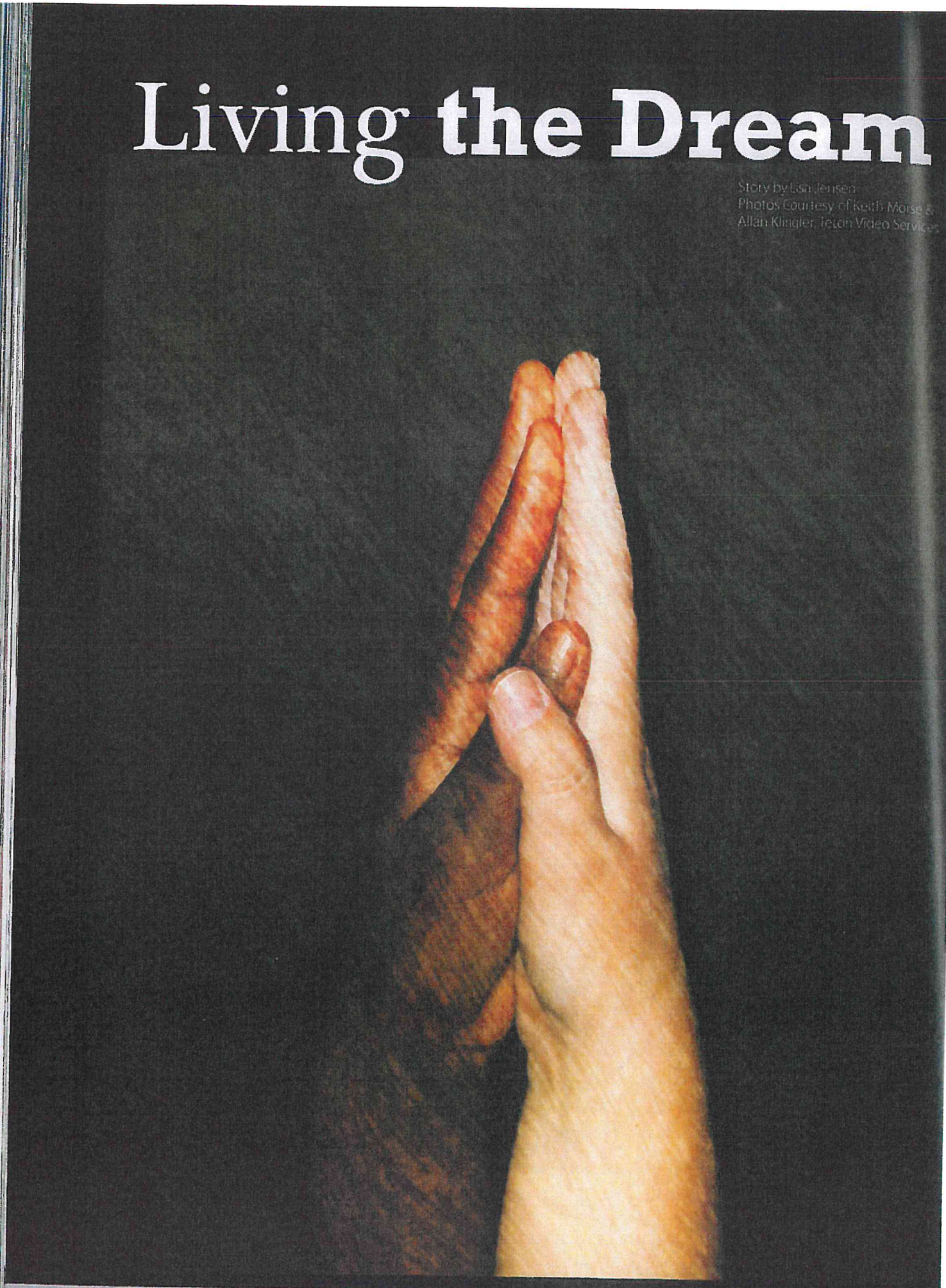

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Living the Dream

Story by Lisa Jensen
Photos Courtesy of Keith Morse & Allan Klingler, Teton Video Services



"With this faith, we will be able to transform the jangling discords of our nation into a beautiful symphony of brotherhood."

— Dr. Martin Luther King, Jr., August 28, 1963

Though society has made progress concerning the issue of diversity, the symphony from Dr. King's dream isn't quite playing in complete harmony yet. Many in Idaho Falls would proudly declare that diversity and discrimination aren't a problem. However, that may simply be because they don't see it first-hand. The majority of citizens are open, friendly and welcoming, but a gap remains in the understanding between races. Promoting diversity and expanding awareness and understanding is exactly why the Idaho Falls African-American Alliance was started.

In 2006, a group from the INL came together to help an Idaho Falls teen, and the idea of an official organization focused on providing assistance and advancing diversity was born.

"One of the managers at the INL was talking to me about this African-American kid who was an incredible debater," recalls Dave Snell, the current president of the IFAAA. "He'd won all sorts of preliminary competitions in debate, but he didn't have the financial means to travel to the regional finals. So we got together and raised $300 and passed it on to this student. It made me think how nice it would be if we could help out the kids in the area who are in need. We're blessed with great jobs. We have the means to help others. Why not do it?"

If anyone could unite people to support such an undertaking, it would be Dave Snell. Personable and pleasant, he's a classic "people-person" who enjoys talking to, being with and helping others.

Having grown up in Utah, Snell remembers moving to Idaho Falls 31 years ago, and the difficulty he had even with things as simple as finding a place to get a haircut.

"Idaho Falls is a great town," Snell says. "But, it's a community that doesn't have a lot of African-Americans in it, so one of the initial goals for us was that we wanted to be a resource for information about where you can get products and services, and to introduce our culture to the community."

The group began their mission with manageable activities, such as offering tutoring services and financial assistance for students. Because the message of Dr. Martin Luther King, Jr., has always been central to the mission of the IFAAA, honoring him with a banquet to raise money for the assistance they provide was a natural development. It spotlights the IFAAA and its message of understanding, respect and acceptance among all races.



2014 Martin Luther King, Jr. Banquet. From left: Eloise Snell, Dave Snell, Joyin Thomas, Dr. Lucretia Murphy, Robert Brooks, Linda Hahn, Dennis Patterson, Lavonna Patterson

"Dr. King's dream was bringing people together. We decided that is one thing we could do with our banquet," says Snell.

"It's probably the one event in Idaho Falls throughout the year where you can go and see such a diverse group," agrees Dennis Patterson, former IFAAA president and current member. "Native Americans, Asians, Hispanics, Caucasians, all alongside African-Americans and all coming together to celebrate Dr. King and his message."

Nine years later, the IFAAA is still growing, and the annual banquet has developed to the point that planning takes up most of the year. The group meets



Allan Klingler, Teton Video Services

2015 Martin Luther King, Jr. Banquet. Top row from left: Dave Snell, Robert Brooks, Marcus Thomas, Dennis Patterson, Don Patterson, Alfred Johnson. Bottom row from left: Linda Hahn, Senator Cherie Buckner-Webb, Jolyn Thomas, Sheila Johnson.

once a month and starts early sending out invitations to potential speakers. Over the years they've been proud to host such prestigious people as Dr. Walter Massey, the president of Morehouse College, Pete Miller, the Undersecretary of Energy, and Freeman Hrabowski, one of TIME magazine's 100 most influential people of 2012. For the 2015 banquet, the IFAAA was pleased to have Senator Cherie Buckner-Webb speak. Being the first African-American woman elected to the Idaho Senate, her message of being purposeful in leaving a legacy was timely and well-received.

Annual attendance at the banquet averages between 300 and 400 people and the proceeds have afforded the IFAAA the ability to provide scholarship assistance to students as well as give back to the community through supporting other local non-profit organizations. In 2015, the Developmental Workshop has been chosen to receive a portion of the proceeds from the group's banquet. The funds will be used to further the Workshop's mission of providing skills training, job placement and on-the-job coaching to disabled citizens or those who are disadvantaged.

"As an organization, we try to contribute where we can. We've been able to give out around $17,000 in scholarships and about $13,000 to the community," Dennis Patterson says. "It's been a privilege to work together to accomplish a common goal."

Despite the organization's name, the group itself is made up of people of different races serving as members.

"We've always been a diverse group from the beginning. We are very proud of that," Patterson says, pointing out that the group is open to anyone to join.



Reception Table - Robert Brooks (AAA) member, volunteer Sheila Y. Johnson (AAA) member

Dave Snell concurs on that issue, saying that it was important from the start to bring together men and women of varying backgrounds. He believes the assets each person can bring to the table will strengthen the organization and will, in turn, strengthen families, churches and the community. In Snell's estimation, that's how you strengthen the world. All of the IFAAA members add value to the organization's efforts to promote diversity, and four, in particular, are ideal examples of offering one's talents and experiences to benefit the group and the community.

"Being an African-American was part of who Dr. Martin Luther King, Jr., was," Snell explains. "He was a man and a pastor first, though. That's why I wanted to bring Pastor Don Patterson in to be part of this. I always want to remember God in what I do. He gave me the talents and abilities I have, so I wanted to make sure we had spiritual counsel included in what we were doing."

Having lived most of his life in Southeast Idaho, Pastor Don Patterson has always felt as if he was in a position to teach.

"Going to school here from kindergarten through high school and attending Idaho State University, I always tried to share of myself to educate others," Pastor Patterson says. "That's one of the biggest parts of our mission (with the IFAAA), too. To educate and bring awareness to remove the stereo images that people have primarily about African-Americans, but we also want to remove the stereo images of all people."



Pastor Rick Brown of Watersprings Calvary Chapel and wife Tammy



2014 Guest speaker, Dr. Lucretia Murphy



Jolyn Thomas (AAA Member) with Guest Speaker Dr. Lucretia Murphy

Keith Morse, the Executive Secretary for the IFAAA, is another person whose strengths have been serving the group well for the last three years. He'd worked in managerial positions for most of his career, working for the State of Washington and the Boeing Company.

"What I contribute to the IFAAA is that I am really big on planning and organization," Morse says. "I like to provide facts and data and make things happen. You always get great returns from serving others, and I really believe in the organization's message of understanding that we are all equal, encouraging people to treat each other with love, respect and consideration. There are a lot of rough edges in society. This brings us together as one in purpose in everything we do."

Jolyn Thomas is another excellent example of not only diversity within the IFAAA, but of how different people's skills and backgrounds can be useful. Thomas hosts a radio talk show on KEIR 101.1, formerly News-talk in Idaho Falls. Like many, she was moved at a young age by Dr. King's legendary "I Have a Dream" speech. After attending an IFAAA banquet, she reached out to Dave Snell to see how she could get involved.

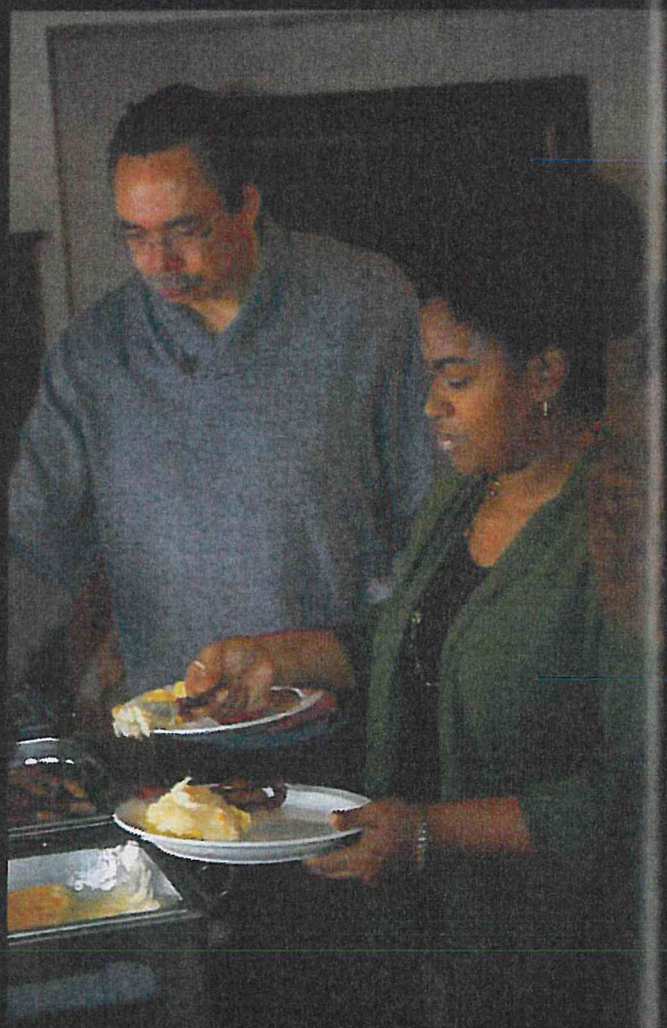
"My goals and beliefs were the same as Dave's and the organization's," Thomas says. "I loved how much Dr. King's philosophies were so significant to the IFAAA's message of diversity and acceptance."

Her job as a talk show host has allowed Thomas to be able to explore issues with diversity and get the conversation in Idaho Falls going. With national attention on race issues in other cities, such as Ferguson and the New York police shootings, Thomas brought in Sergeant Doug Matcalf from the Sheriff's Department and Dave Snell as guests on her show.

"The purpose was to look at how national events were going to impact our local community and how we can strengthen our community. You don't think it would happen in Idaho Falls, but it can have a trickle-down effect. We focused on the positive things the Sheriff's



Linda Hahn, a AAA member and her husband



Dennis Patterson (AAA Member) dishing up food

Office is doing to build strong relationships between citizens and law enforcement. It's better to be proactive instead of waiting for things to happen," she says.

Thomas is also a firm believer in promoting diversity by example. She's a mother of three: Marcus, 26, Jacklyn, 13 and Jordan, 9. Marcus's father is African-American, and Thomas knows firsthand how important it is to help kids understand that part of their heritage. Thomas says that, even though the organization has always endeavored to be a resource for African-American and mixed-race families, it's something the members of IFAAA want to develop further in the coming year.

"Some of us as members have had experiences that can be helpful to other families, such as Caucasian families who have adopted African-American children. I know, personally, the things involved in (blending a family), and I've been able to talk to families in similar situations. It's a great opportunity to help the families and help kids not lose that part of their culture or identity."

"As an organization, we try to contribute where we can. We've been able to give out around $17,000 in scholarships and about $13,000 to the community,"
- Dennis Patterson

Reaching out to youth through the school system is an additional way the IFAAA is promoting diversity. Many of the group's members have gone to schools to speak about diversity and equality, and some are playing a role simply through their presence. Dennis Patterson has given talks in schools about diversity and inclusion, but he recently began substitute teaching in the Idaho Falls school district.

"Enhancing diversity in the school system was one



Reaching out to youth through the school system is an additional way the IFAAA is promoting diversity

of our concerns when we started talking about forming the IFAAA. We felt it was important to provide a presence in leadership and educational roles," Patterson says. "Since I began substitute teaching in December, it's been rewarding building relationships with all of the students. The minority students' response to seeing someone who looks like them is visible surprise, but it's been valuable to be able work with them."

With the outreach to families and increased efforts in schools, the IFAAA's momentum has created an excitement and enthusiasm for the organization to try to do more. Education is at the top of everyone's priority list, though the group is still looking at different ways to increase understanding and acceptance.

In the coming months and years, the city will likely see the IFAAA's profile become more prominent as they sponsor and participate in more activities that bring the community together. The group recognizes that Dr. King's historical message is still relevant and important today, and they have made it a priority to share that message with everyone. Taking their cue from another great spiritual and political leader, the Idaho Falls African-American Alliance has taken the initiative to be the change they want to see.

IFL

If you'd like to join the Idaho Falls African-American Alliance, you'll be welcome regardless of race, religion or national creed. The group is always open for more to join, and whatever time or talents you can offer will be appreciated. Just contact one of the current members if you have questions or want to get involved:

David Snell, President, 208-569-6768

Dennis Patterson, former President, 208-351-1638

Keith Morse, Executive Secretary, 208-522-4896

Don Patterson, committee member, 282-7927

Jolyn Thomas, committee member 569-5410

Use of Force Review Boards

301.1 PURPOSE AND SCOPE

This policy establishes a process for the Idaho Falls Police Department to review the use of force by its employees.

This review process shall be in addition to any other review or investigation that may be conducted by any outside or multi-agency entity having jurisdiction over the investigation or evaluation of the use of deadly force.

301.2 POLICY

The Idaho Falls Police Department will objectively evaluate the use of force by its members to ensure that their authority is used lawfully, appropriately and is consistent with training and policy.

301.3 REMOVAL FROM LINE DUTY ASSIGNMENT

Generally, whenever an employee's actions or use of force in an official capacity, or while using department equipment, results in death or very serious injury to another, that employee will be placed in a temporary administrative assignment pending an administrative review. The Chief of Police may exercise discretion and choose not to place an employee in an administrative assignment in any case.

301.4 REVIEW BOARD

The Use of Force Review Board will be convened when the use of force by a member results in very serious injury or death to another.

The Use of Force Review Board will also investigate and review the circumstances surrounding every discharge of a firearm, whether the employee was on- or off-duty, excluding negligent discharges, destroying a dangerous or injured animal, training,or recreational use.

The Chief of Police may request the Use of Force Review Board to investigate the circumstances surrounding any use of force incident.

The Professional Standards and Logistics Bureau Commander will convene the Use of Force Review Board as necessary. It will be the responsibility of the Bureau Commander or supervisor of the involved employee to notify the Professional Standards and Logistics Bureau Commander of any incidents requiring board review. The Professional Standards and Logistics Bureau Commander will also ensure that all relevant reports, documents and materials are available for consideration and review by the board.

301.4.1 COMPOSITION OF THE BOARD

The Professional Standards and Logistics Bureau Commander should select the Use of Force Review Board members from the following:

- The Bureau Commander of the involved officer(s)

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- A Lieutenant
- A Training Supervisor
- A peer officer
- A Sergeant
- Three non-City employee Civilian members

The senior ranking command representative who is not in the same bureau as the involved employee will serve as chairperson.

The Idaho Falls Police Department will have a pool of up to six (6) non-City employee civilian members, although only three (3) should be utilized on a board at a time. This is to ensure there are no scheduling conflicts or conflicts of interest and so that Use of Force Review Boards can proceed fully staffed and in a timely fashion.

The six (6) non-City employee Civilian board members will be selected by the Chief of Police. Their selection will be presented to the Mayor and City Council for approval.

Before serving on the board, the Civilian members must complete an Idaho Falls Police Department training course.

Civilian board members will serve a term of three years, but may may be reappointed for one additional three year term.

301.4.2 RESPONSIBILITIES OF THE BOARD

The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of an incident.

The board members may request further investigation, request reports be submitted for the board's review, call persons to present information and request the involved employee to appear. The involved employee will be notified of the meeting of the board and may choose to have a representative through all phases of the review process.

The board does not have the authority to recommend discipline.

The Chief of Police will determine whether the board should delay its review until after completion of any criminal investigation, review by any prosecutorial body, filing of criminal charges, the decision not to file criminal charges, or any other action. The board should be provided all relevant available material from these proceedings for its consideration.

The review shall be based upon those facts which were reasonably believed or known by the officer at the time of the incident, applying any legal requirements, department policies, procedures and approved training to those facts. Facts later discovered but unknown to the officer at the time shall neither justify nor call into question an officer's decision regarding the use of force.

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Any questioning of the involved employee conducted by the board will be in accordance with the department's disciplinary procedures, the Personnel Complaints Policy, and any applicable state or federal law.

The board shall make one of the following recommended findings:

(a) The employee's actions were within department policy and procedure.

(b) The employee's actions were in violation of department policy and procedure.

A recommended finding requires a majority vote of the board. The board may also recommend additional investigations or reviews, such as disciplinary investigations, training reviews to consider whether training should be developed or revised, and policy reviews, as may be appropriate. The board chairperson will submit the written recommendation to the Chief of Police.

The Chief of Police shall review the recommendation, make a final determination as to whether the employee's actions were within policy and procedure and will determine whether any additional actions, investigations or reviews are appropriate. The Chief of Police's final findings will be forwarded to the involved employee's Bureau Commander for review and appropriate action. If the Chief of Police concludes that discipline should be considered, a disciplinary process will be initiated.

At the conclusion of any additional reviews, copies of all relevant reports and information will be filed with the Chief of Police.

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Memorandum

File #: 26-23 **City Council Meeting**

FROM: Pam Alexander, Impact Fee Administrator
DATE: Thursday, January 8, 2026
DEPARTMENT: Municipal Services

Subject
Annual Impact Fee Report

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept the annual Impact Fee report pursuant to City Code, Section 10-8-7(G) (or take other action deemed appropriate).

Description, Background Information & Purpose

City Code requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. Impact fee quarterly reports were submitted to City Council on March 20, 2025; July 31, 2025; and October 23, 2025. For the period of October 1, 2025, to December 31, 2025, a total of $737,798.01 has been collected in impact fees with issuing of permits for development. Of those impact fees paid, $329,644.00 were for multi-family and $358,598.01 for single-family residential development; $4,985.00 for industrial; $33,475.00 for institutional; $0 for office; and $11,096.00 for retail. For the period of October 1, 2025 - December 31, 2025, a total of $2,582,840.32 is in the unpaid category, which includes projects in various stages of development. For the 2025 calendar year, beginning January 1, 2025 - December 31, 2025, a total of 1,002 permits were issued for the following categories: 864 single-family; 73 multi-family; 12 industrial; 18 institutional; 25 office; and 10 retail. For the period of June 1, 2022 - September 30, 2025, a total of $3,660,070.33 of impact fee funds were approved for expenditure, with Police at $1.4M; Fire $1.0M; Parks $259,081; and Transportation $959,226. A report of the approved impact fee funded projects are attached as Attachment A.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The impact fee annual report supports the good governance community-oriented result by providing sound fiscal management and thereby enabling trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Total cash balances for impact fees as of the fiscal year ending September 30, 2025, are $11.1M, with a total of $1.0M for Police; $399,100 for Fire/EMS; $3.1M for Parks; and $6.6M for Transportation.

Legal Review

The Legal Department concurs that the Council action complies with city code and state statutes.

Impact Fee Activity (October 1, 2025 - December 31, 2025)

Impact Fees Paid by Category (Permits Issued)

	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	Percent Received
Police	$ 37,212.00	$ 32,691.00	1,181.25	5,107.50	-	2,733.00	11%
Fire	35,112.00	26,469.00	138.75	12,517.50	-	693.00	10%
Parks and Recreation	107,688.00	94,554.00	-	-	-	-	27%
Transportation	149,632.00	204,884.01	3,665.00	15,850.00	-	7,670.00	52%
	$ 329,644.00	$ 358,598.01	4,985.00	33,475.00	-	11,096.00	100%
Percentage by Category	45%	49%	0.7%	5%	0%	2%	100%

Total Impact Fees Received **$ 737,798.01** **22%**

Impact Fees Unpaid By Category (Permits Not Issued)

	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	Percent Unpaid
Police	$ 179,415.00	$ 60,093.75	25,987.50	1,623.16	1,390.50	36,432.10	12%
Fire	169,290.00	48,656.25	3,052.50	3,978.06	173.25	62,265.31	11%
Parks and Recreation	519,210.00	173,812.50	-	-	-	-	27%
Transportation	721,440.00	376,625.00	80,630.00	5,037.13	4,320.00	109,408.31	50%
	1,589,355.00	$ 659,187.50	109,670.00	10,638.35	5,883.75	208,105.72	100%
Percentage by Category	61.5%	26%	4.2%	0%	0%	8%	100%

Total Impact Fees Outstanding **$ 2,582,840.32** **78%**

Total Impact Fee Activity (October 1, 2025 - December 31, 2025)	$ 3,320,638.33
Cash Balances as of September 30, 2025	$ 11,159,786.31

Police	Fire	Parks	Transportation
$ 1,058,633.66	$ 399,100.33	$ 3,124,525.21	$ 6,577,527.11

Approved Impact Fee Funded Projects To Date June 1, 2022 - September 30, 2025

Police	Police Facility (portion repayment of COP); Impact Fee Study Update (portion); Legal professional services	$	1,434,788.35
Fire	New Fire Station 6 (portion); Impact Fee Study Update (portion); Legal professional services		1,006,974.36
Parks	Pedestrian Safety Connection Pathway; Heritage Park; Impact Fee Study Update (portion); Caribou Dog Park (portion); Legal professional services		259,081.57
Transportation	49th Street Intersection Expansion; Pancheri Drive& Utah Right Turn Lane; 49th South, Providence Point to Stanfield Lane Expansion; 49th South Expansion; Eagle Ridge Development Reimbursement/Agreement; Taylorview Homes Development Reimbursement/Agreement		959,226.05
	Total as of September 30, 2025	$	3,660,070.33

Memorandum

File #: 26-33 **City Council Meeting**

FROM: Mark Hagedorn, City Treasurer
DATE: Thursday, January 15, 2026
DEPARTMENT: Municipal Services

Subject
Treasurer's Report for November 2025

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Treasurer's Report for November 2025 (or take other action deemed appropriate).

Description, Background Information & Purpose

Please find attached the monthly Treasurer's Report for November 2025. This report is required for City Council review and approval pursuant to Idaho Statute Title 50-208(1). For the month of November 2025, cash and investments total $196.9M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $31.4M, which includes revenues of $21.2M for charges for services; $7.0M for taxes and intergovernmental and $3.2M from other sources. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $34.9M. This includes salary and benefits of $14.0 M, operating costs of $13.4M, and capital and other expenditures of $7.5M.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

The monthly Treasurer's Report supports the good governance community-oriented result by providing sound fiscal management and enables trust by providing transparency.

Interdepartmental Coordination

NA

Fiscal Impact

NA

Legal Review

NA

powered by Legistar™

City of Idaho Falls

Treasurer's Report

November 30, 2025

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

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

Prepared By: Mark Hagedorn, City Treasurer

City of Idaho Falls
Bank Reconciliation Summary
November 30, 2025

Account By Institution:	Beginning Bank Balances	Deposits	Withdrawals	Ending Bank Balances
Mountain West- Workers Comp	$ 100,000	$ -	$ -	$ 100,000
Glacier 8013 Utilities	1,001,656	6,954,719	(6,953,150)	1,003,224
Glacier 1952 PFC & Intrfi	4,172,702	284,248	(563,497)	3,893,452
Glacier 2720 Payroll	1,000,000	8,259,959	(8,259,959)	1,000,000
Glacier 9134 Accounts Payable	-	10,937,348	(10,937,347.99)	-
Glacier 2845 Treasurer's Office	1,000,000	7,447,718	(7,447,718)	1,000,000
Glacier 2886 Sweep & Intrafi	7,540,489	39,358,176	(40,712,220)	6,186,445
Glacier 1500- Customer Payments	-	232,799	(232,799)	-
Frontier Credit Union 0164- Evidence	95,016	-	-	95,016
Frontier Credit Union 1463	3,087,378	-	-	3,087,378
Wells Fargo 0017- Safe Keeping	2,543,232	11,250,716	(13,439,939)	354,009
Wells Fargo 0962- Grants	-	-	-	-
Wells Fargo 4394-Power Payments	-	496,419.00	(496,419)	-
Wells Fargo 7687-EMS	-	375,445	(375,445)	-
ICCU-Savings	84	-	-	84
Investment Portfolio	185,023,328	7,668,907	(9,724,436)	182,967,798
Total Financial Institution Balances	$ 205,563,883	$ 93,266,452	$ (99,142,929)	$ 199,687,406

Reconciling Items:	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	$ (248,920)	$ (1,726,188)	$ (785,218)	(2,760,326)
Total Reconciled Balances	**$ 205,314,964**	**$ 91,540,263**	**$ (99,928,148)**	**$ 196,927,080**

General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	$ 132,560,541.10	$ 15,724,415	$ (24,586,686)	$ 123,698,271
Designated/Restricted Cash (106 and 107)	56,651,612	48,730	(35,717)	56,664,626
MERF Cash (105)	16,020,041	474,979		16,495,020
Payroll Liability Cash (80)	82,770	4,631,752	(4,645,358)	69,163
Monthly Reconciling Items	$ -	$ -		
Total General Ledger Balances	**$ 205,314,964**	**$ 20,879,877**	**$ (29,267,761)**	**$ 196,927,080**

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

#	FUND	2023	2024	2025	2026
1	GENERAL FUND	$ 18,973,988	$ 23,635,782	$ 21,310,539	$ 18,128,317
2	GENERAL CIP FUND	-	-	-	-
10	STREET FUND	7,131,541	10,247,434	10,666,442	10,515,148
11	RECREATION FUND	(102,978)	(26,194)	128,382	359,177
12	LIBRARY FUND	3,591,021	3,693,660	3,475,049	3,397,860
13	AIRPORT PFC FUND	1,996,698	2,589,353	3,293,634	3,904,275
15	EL. LT. WEATHERIZATION FD (CLOSED)	3,683,785	-	-	-
16	BUSINESS IMPROVEMENT DISTRICT FUND	75,555	25,205	1,216	14,663
18	GOLF FUND	(64,941)	152,453	(126,606)	348,863
19	RISK MANAGEMENT FUND	3,504,970	4,058,991	4,383,360	4,496,561
20	HEALTH INSURANCE FUND	4,511,729	4,620,937	5,404,436	7,290,377
21	AIRPORT CFC FUND	-	359,938	862,102	1,677,654
23	EMERGENCY MEDICAL SERVICES FUND	285,793	2,028,648	2,660,297	731,957
24	WILDLAND FIRE FUND	815,665	689,377	(105,955)	2,223,666
32	POLICE IMPACT FEES FUND	65,109	376,182	1,181,094	1,091,968
33	FIRE IMPACT FEES FUND	20,253	214,481	902,229	420,774
34	PARKS IMPACT FEES FUND	46,826	445,882	2,255,758	3,283,531
35	STREETS IMPACT FEES FUND	249,228	1,499,714	5,431,169	6,878,887
41	PUBLIC WORKS CIP FUND	2,300,705	2,707,275	3,439,049	3,155,982
42	STREET CIP FUND	1,042,061	721,526	1,380,930	1,493,519
43	BRIDGE & ARTERIAL FUND (CLOSED)	948,442	1,151,992	1,071,591	-
45	SURFACE DRAINAGE FUND (CLOSED)	160,464	3,638	-	-
46	TRAFFIC LIGHT CIP FUND	1,325,793	1,307,751	1,123,689	988,114
47	PARKS CIP FUND	(334,988)	(150,519)	1,732	1,028
48	FIRE CIP FUND	-	-	1,558	(306,422)
49	ZOO CIP FUND	460,270	719,585	907,544	754,465
50	FRONTIER CENTER CIP FUND	202,915	211,082	945,597	(614,376)
51	GOLF CIP FUND	139,224	170,238	288,403	447,242
52	POLICE CIP FUND (CLOSED)	1,180	(2,563,101)	(180,523)	-
60	AIRPORT FUND	7,150,709	(848,217)	1,931,563	3,146,608
61	WATER FUND	18,735,421	22,318,751	25,592,454	23,040,621
62	SANITATION FUND	5,977,168	6,812,127	7,808,521	8,124,076
64	IDAHO FALLS POWER FUND	42,839,470	50,176,140	60,659,413	67,045,125
67	FIBER FUND	(1,105,045)	1,333,875	373,914	493,993
68	WASTEWATER FUND	29,627,816	25,982,898	24,670,311	24,393,427
	TOTAL	**$ 154,255,842**	**$ 164,666,885**	**$ 191,738,889**	**$ 196,927,080**

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

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Revenue Sources	Total	Budget	%
General Fund	$ 2,746,560	$ 172,631	$ 234,911	$ (48,054)	$ 852,212	$ 3,958,261	$ 74,220,812	5.33%
Special Revenue Funds	1,731,505	1,609,737	3,250	56,180	270,097	3,670,769	30,484,157	12.04%
Impact Fee Funds	-	-	583,033	1,241	-	584,274	3,938,197	14.84%
Internal Service Funds	-	-	-	(4,853)	671,783	666,930	4,480,000	14.89%
Capital Improvement Funds	550,005	25,431	-	(1,610)	15,000	588,826	11,467,765	5.13%
Enterprise Funds	1,960,091	19,368,854	-	172,610	513,360	22,014,915	195,726,444	11.25%
Total Revenue	$ 6,988,161	$ 21,176,653	$ 821,194	$ 175,514	$ 2,322,452	$ 31,483,975	$ 320,317,375	9.83%

Expenditures

Fund Type	Personnel Cost	Current Operating Expenditures	Capital	Debt	Interfund	Total	Budget	%
General Fund	$ 8,181,696	$ 3,448,490	$ 514,193	$ -	$ (2,303,791)	$ 9,840,589	$ 86,045,091	11.44%
Special Revenue Funds	2,230,341	1,484,136	628,075	-	(15,539)	4,327,014	42,041,890	10.29%
Impact Fee Funds	-	50,275	-	-	-	50,275	7,060,000	0.71%
Internal Service Funds	13,400	1,311,324	-	-	-	1,324,723	4,735,000	27.98%
Capital Improvement Funds	-	26,352	929,745	-	-	956,097	14,501,860	6.59%
Enterprise Funds	3,605,306	7,132,340	7,601,103	191,808	(86,836)	18,443,721	235,251,135	7.84%
Total Expenditures	$ 14,030,743	$ 13,452,918	$ 9,673,116	$ 191,808	$ (2,406,165)	$ 34,942,420	$ 389,634,976	8.97%

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

The transparency of financial adjustments is crucial for maintaining trust and accountability, particularly in the governmental sector. Financial adjustments refer to changes made to financial statements or records to correct errors, account for new information, or comply with accounting standards. Transparency in financial adjustments involves providing clear and comprehensive information about the nature, reasons, and impact of the adjustments. The Finance Division is committed to providing a high level of transparency with the adjustments made to budget line items and purchase orders. Budget and purchasing type adjustments do not require Council approval unless they create an authorization to spend above $75,000. Typically, budget adjustments are not considered authorizations to spend unless they add to the overall budget of the City or Department.

Significant Budget Adjustments

Reallocation of Budget

No budget changes or significant financial adjustments above $75,000 in November 2025.

Memorandum

File #: 26-21 **City Council Meeting**

FROM: Emily Geisler
DATE: Monday, January 5, 2026
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 26, 2024, and January 8, 2026.

Description, Background Information & Purpose
Attached are the following minutes:

- November 26, 2024, City Council Meeting
- January 8, 2026, City Council Meeting

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The requested action supports the City's goal to remain transparent, communicative, and compliant with Idaho's Open Meeting Law.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

Tuesday, November 26, 2024, 7:30 PM City Council Chambers

1. **Call to Order**

Present: Mayor Rebecca L Noah Casper, Council President Burtenshaw, Councilor Radford, Councilor Ziel-Dingman, Councilor Freeman, Councilor Francis; and Councilor Larsen

Also present:
All available Department Directors
Micheal Kirkham, City Attorney
Corrin Wilde, City Clerk

2. **Pledge of Allegiance**

Tim Reinke, Operations Manager for Pinecrest Golf Course, led those present in the Pledge of Allegiance.

3. **Public Comment**

No one appeared.

Councilor Francis asked that the Parks and Recreation item (B.1) be moved from the consent agenda to become the first item on the regular agenda (A.1). He also requested that the Idaho Falls Power item (C.1) be moved from the consent agenda to become the second item on the regular agenda (B.1), since both require further discussion. The regular agenda will continue with its normal numbering after these changes.

4. **Consent Agenda**

A. Municipal Services

1. Purchase Inventory of Ductile Pipe for Public Works

The lowest of three quotes were received from Core & Main for the purchase of ductile pipe in the amount of $117,695.80.

2.Treasurer's Report for September 2024

For the month of September 2024, cash and investments total $204.1M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $275.5M, which includes revenues of $139.1M for charges for services and taxes and intergovernmental revenues of $99.9M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $257.7M. This includes salary and benefits of $87.6M and operating costs of $113.1M.

C. Office of the City Clerk

1) License Applications

All carrying the required approvals

It was moved by President Burtenshaw, seconded by Councilor Larsen to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye – Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Larsen. Nay – None

5. **Regular Agenda**

A. Parks and Recreation

1) Purchase and Installation of Turnkey Golf Barrier Netting System for Sand Creek Golf Course.

Judge Netting will provide and install a 60-foot-tall golf barrier netting system to protect cars and pedestrians from rogue golf balls around the Sand Creek driving range.

Operations Manager Tim Reinke provided background, noting the need for a 60' x 600' barrier to prevent golf balls from leaving the course and damaging nearby vehicles. Three bids were received, with Judge Netting identified as the lowest responsible bidder at $119,900. An additional $16,900 for a baseboard was included in their proposal, though Mr. Reinke indicated the baseboard will not be necessary. Other bids were higher ($120,000 and $220,000). Councilor Francis clarified that the memo contained an error and confirmed Judge Netting as the correct winning bid.

It was moved by Councilor Francis, seconded by Councilor Dingman to accept and approve the proposal from Judge Netting Mountain West, which was the lowest price of three quotes, for the purchase and installation of a barrier netting system at Sand Creek Golf Course, in the amount of $119,900. The motion carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay – None

B. Idaho Falls Power

1) IFP 25-01 Bid Award to Ormond Builders Inc. for Idaho Falls Power Administration Building Remodel.

Idaho Falls Power solicited bids from qualified contractors to remodel a section of the warehouse for field crew workspace and replace the buildings end of life chiller. Five bids were received with Ormond Builders Inc. being the lowest responsive, responsible bidder of $1,064,544 plus a 10% contingency for a total of $1,170,998.40. This project is budgeted for in the 2024/25 Capital Improvement Plan. Councilor Francis identified some missing information on the contract. Assistant General Manager Stephen Boorman explained that the original contract was missing three clauses required by City of Idaho Falls policy and state law, the non-discrimination clause, the Israel clause, and the China clause. The Legal Department identified the omission, corrected the contract, and sent out the updated version.

It was moved by Councilor Francis, seconded by Councilor Larsen to approve the bid award to Ormond Builders Inc. of Idaho Falls, Idaho for a not-to-exceed amount of $1,170,998.40 and give authorization to the Mayor and City Clerk to execute the necessary documents . The motion carried by the following vote: Aye – Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Larsen. Nay – None

C. Public Works

1) Bid Award - Idaho Falls Fire Station #6.

On Monday, November 18, 2024, bids were received and opened for the Idaho Falls Fire Station #6 project. The purpose of the proposed bid award is to facilitate construction of a new fire station located at 2767 Spitfire Street. Director Fredericksen stated that after talking through some of the bids at the work session and consulting legal public works is recommending the award of the Base Bid and Alternate 2 deduct to Big-D Construction, in the amount of $2,632,708.00.

It was moved by Councilor Francis, seconded by Councilor Larsen to approve the plans and specifications; award to the lowest responsive, responsible bidder, Big-D Construction, in the amount of

$2,632,708.00, which includes the Base Bid and Alternate 2 Deduct; and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Larsen, Francis, Radford, Dingman, Burtenshaw, Freeman Nay – None

D. Municipal Services

1) Sale of Used Law Enforcement Vehicles to Idaho State University, Law Enforcement Program.

Law enforcement units 5757, 5778, and 5795 are recommended for replacement. Units 5778 and 5757 are 2014 Ford Explorers valued at $2,500 each. Unit 5795 is a 2016 Dodge Charger valued at $2,500. Idaho State University approached the city about purchasing and/or transferring the three units in support of its law enforcement program. The sale and/or transfer will result in savings for the department by not having to pay to have the law enforcement equipment removed for public surplus.

Director Alexander explained that three vehicles are ready to be sent to surplus: two Ford Explorer SUVs and one Dodge Charger. Idaho State University (ISU) has inspected the vehicles and wants to buy the two Ford Explorers for $2,500 each, which is the standard surplus value.
There is also interest in the Charger at the same price of $2,500. If ISU decides not to purchase the Charger, Director Alexander asked the council to consider transferring it to ISU's Law Enforcement Program, where it would be used for training.
Alexander noted that it normally costs $1,000 per vehicle to remove equipment and decals from all three vehicles.
Councilor Burtenshaw pointed out that selling all three vehicles to ISU for $7,500 would be ideal, but since ISU can only afford the two Explorers ($5,000 total), the city would still have to surplus the Charger. If the city surpluses the vehicles and pays $1,000 each for equipment and decal removal, the city would net $4,500. She supports selling the two Explorers and transferring the Charger to the law enforcement program, saying it benefits the community.
Francis asked for clarification about removal costs. Director Alexander clarified that only the decals need to be removed before selling them to ISU, which costs $400 per vehicle, and the equipment can remain in the vehicles at no additional cost.

It was moved by Council President Burtenshaw, seconded by Councilor Larsen to approve the sale of unit 5757 and 5778 to Idaho State University and transfer vehicle 5795 to Idaho State University and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Dingman, Radford, Freeman, Francis. Nay - None.

E. City Attorney

1. Amendment to Joint Fuel Facility Agreement.

City Attorney Micheal Kirkham explained that the City and County have a joint fuel agreement, originally established in 2010, to operate a shared gasoline and diesel fueling station used by both entities. The agreement is for 30 years, with approximately 16 years remaining. He stated that the County recently approached the City to ask whether there was interest in making capital improvements to the facility, specifically adding a canopy over the fuel pumps and increasing the station's fuel storage capacity. The proposed amendment presented to the Council outlines these improvements and adds a requirement that, once fuel capacity is expanded, the City and County will maintain an emergency fuel reserve at all times to ensure government operations can continue during emergencies in the county. Mr. Kirkham noted that the amendment also includes cleanup language and clarifies the process for transferring management responsibilities between the City and County. He provided both a red-line draft and a clean

version reflecting changes discussed during the previous work session and invited Council members to review the documents and let him know if any additional revisions were needed. Council members briefly reviewed the materials, noting that most edits involved updated dates and minor typographical corrections.

It was moved by Councilor Burtenshaw, seconded by Councilor Radford to approve the Amendment to the Joint Fuel Facility Agreement. The motion carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay - None.

F. Community Development Services

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, First Amended Plat of Virlow Village Division No. 1.

The Final Plat and Reasoned Statement of Relevant Criteria and Standards for the First Amended Plat of Virlow Division No. 1. The Planning and Zoning Commission considered this item at its July 2, 2024, meeting and unanimously voted to recommend approval of the Final Plat to the Mayor and City Council as presented.

It was moved by Councilor Larson, seconded by Councilor Radford to accept or Approve the Final Plat for the First Amended Plat of Virlow Village Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye – Councilors Dingman, Burtenshaw, Francis, Freeman, Larson, Radford. Nay - None.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the First Amended Plat of Virlow Village Division No. 1 and give authorization for the mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Dingman, Freeman, Francis. Nay - None.

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 6

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Development Agreement for the Final Plat for Ivywood Division No. 6 and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye – Councilors Larsen, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay – None.

It was moved by Councilor Larsen, seconded by Councilor Radford to accept or Approve the Final Plat for Ivywood Division No. 6 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye – Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Larsen. Nay - None.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 6 and give authorization for the mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Dingman, Radford, Francis, Burtenshaw, Larsen, Freeman. Nay - None.

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 7

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Development Agreement for the Final Plat for Ivywood Division No. 7 and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye – Councilors Freeman, Francis, Larsen, Radford, Burtenshaw, Digman. Nay - None.

It was moved by Councilor Larsen, seconded by Councilor Radford to accept or Approve the Final Plat for Ivywood Division No. 7 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay - None.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 7 and give authorization for the mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Freeman, Francis, Larsen, Radford, Burtenshaw, Dingman. Nay - None.

4) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Idaho Falls Fire Station 6.

It was moved by Councilor Radford, seconded by Councilor Larsen to accept or Approve the Final Plat for the Idaho Falls Fire Station 6 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye – Councilors Dingman, Radford, Francis, Burtenshaw, Larsen, Freeman. Nay - None.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the Idaho Falls Fire Station 6 and give authorization for the mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay - None.

5) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East.

Mayor Casper opened the public hearing and stated that all testimony and submitted materials would become part of the official record. She noted that letters from Swire Coca-Cola regarding the annexation were received earlier in the day, distributed to Council members, and are now part of the record. Copies may be requested through the City Clerk.

Mr. Kurt Roland of Eagle Rock Engineering, 1331 Freemont Ave Idaho Falls representing Swire Pacific Holdings, presented the annexation request for an 18.86-acre property on South 15th West near the Anheuser-Busch area. He reviewed the existing county zoning and stated that the applicant is requesting City I&M zoning to match surrounding industrial uses. Council members asked clarifying questions about an existing home within the parcel boundary, current county zoning designations, and the property's contiguity with City limits.

Assistant Director Kerry Beutler then provided the staff report, confirming that the property is contiguous to the City, consistent with adjacent I&M zoning, and aligned with the Comprehensive Plan's

industrial designation. He noted that the annexation includes the South 15th West right-of-way and that industrial zoning requires buffering where residential uses are nearby. He also stated that the Planning and Zoning Commission recommended approval, and staff concurred. Mayor Casper asked additional questions about the nearby county "island" property and roadway jurisdiction, which Mr. Beutler addressed by explaining the separate process required for City-initiated annexations and how prescriptive roadway rights transfer upon annexation.

Councilor Francis asked for clarification regarding earlier public testimony, noting that a resident with a horseshoe-shaped driveway had expressed concerns about water service. Mr. Beutler confirmed that the residents' concern was unrelated to the annexation decision and explained that the City can provide services to the parcel. An existing water line is located in South 15th West, and sewer service is nearby and could be extended as needed. Councilor Francis acknowledged the clarification. With no further questions from Council, Mayor Casper thanked Mr. Beutler for his presentation and opened the floor for public testimony. No additional comments were offered.

The Mayor then asked Council members whether they had any final questions for staff or the applicant; none were raised, and the hearing was closed.

Councilor Radford expressed appreciation that businesses and property owners are seeking to join the City. With no further discussion.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance annexing approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East; assign a Comprehensive Plan Designation of "Industrial;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary. The motion carried by the following vote: Aye – Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Larsen. Nay - None.

ORDINANCE TITLE READ:
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 18.866 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.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Dingman, Freeman, Francis. Nay - None.

6) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of I&M, Industrial and Manufacturing, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance establishing the initial zoning for I&M, Industrial and Manufacturing 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. The motion carried by the following vote: Aye – Councilors Larsen, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay – None.

ORDINANCE TITLE READ:
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 18.866 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing and give authorization for the mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Dingman, Freeman, Francis. Nay - None.

6. Announcements

Mayor asked Council members to indicate who would be attending the Association of Idaho Cities Legislative Summit the following Tuesday, noting that the summit provides a review of issues expected to affect cities in the upcoming 2025 legislative session. The Mayor then invited any community-related announcements. The Mayor highlighted the recent downtown Christmas tree lighting and winter market, describing it as a successful and festive community gathering. She reminded everyone that the next work session will be held on December 9, followed by the next regular City Council meeting on December 12. She wished the community a peaceful few weeks and a warm Thanksgiving holiday, noting that the Salvation Army's community meal is open to all and will begin around 11:00–11:30 a.m. Councilor Freeman added that although golf courses are closed for the season, the Pinecrest pro shop remains open for holiday gift purchases. The Mayor closed the meeting by wishing everyone a happy start to the holiday season.

7. Adjournment.

There being no further business, the meeting adjourned at 8:21PM

s/ Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, January 8, 2026 | **7:30 PM** | **City Council Chambers**

1. Call to Order

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

Also present:
Pam Alexander, Municipal Services Director
Wade Sanner, CDS Director
Chris Fredericksen, Public Works Director
Zack Jones, City Attorney
Stephen Boorman, Interim GM IF Power
Jared Huish, Developer
Jim Hirrlinger, Developer
Emily Geisler, City Clerk

2. Pledge of Allegiance

Dr. Bryce Burtenshaw led those present in the Pledge of Allegiance.

3. Consent Agenda (Old Business)

A. Office of the City Clerk

1. **26-01** City Council Meeting Minutes (11.13.2025, 11.24.2025, 11.25.2025, 12.08.2025, 12.11.2025, 12.15.2025, 12.18.2025, 1.05.2026)

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

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

4. Regular Agenda (Old Business)

A. City Attorney

1. **26-20** Reasoned Statement, Findings of Fact, and Conclusions of Law - Barnwood Estates Townhomes and Terrace Gate Condominiums

Presentation/Discussion (Attorney Jones):

- Related to a previously heard appeal.
- The appeal concerned a request for an impact fee credit or reimbursement, heard on December 18, 2025.

- The Council had previously heard arguments and voted to affirm the Impact Fee Administrator's decision.
- The City Attorney's office prepared a written reasoned statement explaining the Council's decision.
- This statement was reviewed at a recent work session, with no changes recommended.
- The document was presented for formal adoption as the Council's official findings and reasoning.
- Council members were invited to ask questions; none were raised.
- A comment was made to ensure the motion clearly reflects that the decision is supported by all Council members and the Mayor and all are authorized to sign.

Motion: Council approve and sign the reasoned statement, findings of fact, and conclusions of law for the impact fee appeal hearing held on December 18, 2025, for Barnwood Estates Townhomes and Terrace Gate Condominiums, affirming the Fee Administrator's decision made on November 6, 2025, and authorize the Mayor and City Clerk to execute the necessary documents.

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

5. **Remarks from Mayor Casper**
   - As the outgoing Mayor, Mayor Casper reflected on the optimism, pride, and patriotic spirit surrounding the swearing-in ceremony and expressed deep personal gratitude for the moment.
   - She emphasized Idaho Falls' importance locally, regionally, statewide, nationally, and even internationally, noting her pride in representing the City.
   - She highlighted major accomplishments over the past 12 years, including:
     - Making Memorial Bridge pedestrian-safe.
     - Paying off hydroelectric bonds tied to post–Teton Dam recovery.
     - Building multiple fire stations and the City's first standalone fire headquarters.
     - Establishing a community college on the tech campus.
     - Hosting large-scale events such as an air show and solar eclipse gatherings.
     - Constructing a new power generation facility ahead of schedule and under budget.
     - Financing and completing a new police complex with a historically low interest rate of 1.89%.
     - Building a new water tower designed to serve the City for generations.
   - She noted Idaho Falls' recognition as one of the nation's best-performing small cities in multiple recent years.
   - Mayor Casper stressed that these achievements were made without unreasonable debt, while lowering the property tax levy rate since 2014.

- She praised City employees for their dedication, professionalism, and service—especially during the pandemic—and encouraged public appreciation of their work.
- She expressed pride in the community's respect for first responders and the strong civic culture of Idaho Falls.
- She affirmed her belief that local government is the most important level of government and warned against allowing national politics to overshadow local governance.
- Addressing the incoming City Council, she emphasized that public service is about doing what is right for the City—not what is easy or popular—and reminded them to consider voices not always heard.
- She thanked Council members, department directors, and all City staff for their intelligence, professionalism, and commitment.
- Concluding emotionally, Mayor Casper expressed deep gratitude for her 12 years of service, reaffirmed her love for Idaho Falls, encouraged continued civic engagement, and transitioned to administering the oath of office for incoming Mayor Burtenshaw.

6. Administration of the Oath of Office

A. Mayor Lisa Burtenshaw

- Mayor Lisa Burtenshaw was formally sworn in as Mayor of Idaho Falls, choosing to affirm rather than swear the oath.
- Oath: *I, Lisa Burtenshaw, do solemnly affirm that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of Mayor for the City of Idaho Falls according to the best of my ability*.
- Mayor Burtenshaw made brief remarks, acknowledging the heat and large crowd and noting a recess would follow. She thanked all candidates who ran for office and everyone who volunteered during the election. She expressed appreciation for community members interested in serving on boards and commissions, stating she already feels supported by their willingness to serve.

B. Councilor Jim Freeman

- Sworn in by Mayor Burtenshaw
- Oath: *I, Jim Freeman, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of Council Member for the City of Idaho Falls, according to the best of my ability*.

C. Councilor Jim Francis

- Sworn in by Mayor Burtenshaw
- Oath: *I, Jim Francis, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of Council Member for the City of Idaho Falls, according to the best of my ability*.

D. Councilor Brandon Lee

- Sworn in by Mayor Burtenshaw
- Oath: *I, Brandon Lee, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of Council Member for the City of Idaho Falls, according to the best of my ability*.

-- Recess --

7. Reconvene & Roll Call

Present:

Mayor Lisa Burtenshaw
Councilor Jim Francis
Councilor Kirk Larsen
Councilor John Radford
Emily Geisler, City Clerk
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Brandon Lee
Zachary Jones, City Attorney

8. Remarks from Mayor Burtenshaw

- Mayor Burtenshaw expressed her love for Idaho Falls and said that love was her primary motivation for running for Mayor.
- She thanked those in attendance and expressed gratitude for the opportunity to participate in the election, noting it helped her better understand how the City can improve service to residents.
- She emphasized priorities for the City, including improving communication with residents, supporting public safety, maintaining budget accountability, and investing in projects that reflect community values. She highlighted key community assets such as roads, parks, downtown, trails, and special events as essential to making Idaho Falls a great place to live, raise a family, and grow a business.
- Mayor Burtenshaw affirmed her commitment, along with the Council and City staff, to these goals and expressed optimism for the next four years.
- She stressed the importance of building the City for the next generation, with a focus on safety and quality of life.
- She concluded by thanking the public for their support, acknowledging Mayor Casper's service.

9. Elect President of the Council

Councilor Larsen shared that he has had the opportunity to work closely with Councilor Francis and learn from him. He praised Councilor Francis as a dedicated, serious, and

hardworking Council member. Larsen described Councilor Francis as a strong mentor and expressed confidence that he would serve effectively as Council President.

Motion: Nominate Jim Francis for Council President.

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

Comments from Council President Francis:

- He outlined key priorities for his leadership, focusing on improving consistency, clarity, and efficiency in City ordinances and code. He noted that some areas of the code are unclear and said work has already begun with the City Attorney to address those issues.
- Francis emphasized his commitment to supporting the Mayor by helping turn Council priorities into Citywide action and continuing, expanding, and improving the priority-setting program started two years ago.
- He acknowledged the importance of constructive disagreement between the Council (legislative branch) and the Mayor (executive branch).
- He expressed strong support for Mayor Burtenshaw's efforts to recruit volunteers for boards and commissions and pledged to support those nominations when they come before the Council.

10. Public Comment

1. **Anthony Mongillo** – 4870 Pevero Drive - Congratulated the newly elected officials and expressed appreciation for the democratic process and the ability to have differing opinions. He suggested that the City consider developing an aquatic center, noting it would benefit children and the broader community. He concluded by thanking the Council.
2. **Evan Bastow** – 3017 Sonora Drive - Requested that the City Council consider a proposal to rename Community Park to Ida Hardcastle Community Park. He suggested the renaming as a way to honor Ida Hardcastle for her service. He thanked the Council for considering the request.

11. Consent Agenda (New Business)

A. Municipal Services

1. **26-13** Purchase of a replacement vehicle for Public Works from Smith Chevrolet for $94,897.90.

B. Public Works

1. **26-11** Bid Award to Knife River Corp of the International Way Parking in the amount of $349,963.50.
2. **26-12** Bid Award to Knife River Corp for the Anderson Water Line Railroad Crossing in the amount of $389,389.00.

C. Airport

1. **26-17** Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, with a fixed revenue total of $223,195.26 plus a 10% privilege fee.
2. **26-18** Non-Exclusive Rental Car Concession Agreement with Enterprise, operating as Alamo Rent A Car and National Car Rental for a fixed revenue total of $269,205.54.

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

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

12. Regular Agenda (New Business)

A. Idaho Falls Power

1. **26-19** Appointment of Idaho Falls' UAMPS Member Representative and Alternate

Presentation/Discussion (Interim GM Boorman):

Interim GM Boorman explained a proposed change in the City's representative to UAMPS (Utah Associated Municipal Power Systems). Due to a staffing change, the City proposed appointing Josh Roos as the primary representative and Colter Tucker as the alternate.

No Council questions were raised, and a comment was made expressing confidence in the proposed representatives. At the Council's request, Director Boorman explained that UAMPS is a consortium of municipal power systems that manages shared energy projects and facilitates buying and selling excess power among members.

Motion: Approve the Resolution appointing Idaho Falls' UAMPS Member Representative and Alternate and authorize the City Clerk and Mayor to execute the necessary documents.

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

B. Municipal Services

1. **26-14** Sale of Used Transformer from Idaho Falls Power

Presentation/Discussion (Director Alexander): The Municipal Services Department coordinates the disbursement/disposal of City surplus property under Resolution 2015-01. The used transformer, located at the Sugar Mill site, was offered for surplus but initially received no takers. Idaho Falls Power then contacted vendors, resulting in two bids; the

highest bid came from J&J Transformers. The Council was asked to approve the sale of the transformer to J&J Transformer.

Motion: Approve the sale of a used 15 MVA transformer from Sugarmill Substation to J&J Transformers for $17,500.00, the highest of two offers received, and authorize the Mayor and City Clerk to sign the necessary documents.

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

C. Office of the City Clerk

1. **26-08** Ordinance Amendment - City Council Meeting Time

Presentation/Discussion (Clerk Geisler): The City Clerk presented an ordinance amendment to change the City Council meeting time. Historically, Council meetings have been held on various Thursdays; the amendment keeps meetings on the second and fourth Thursdays but moves the start time from 7:30 p.m. to 6:30 p.m. The change aims to make meetings more accessible for the public.

Motion: Approve the Ordinance amending Title 1, Chapter 6, Section 1, to change the time for regular City Council meetings and delete an unnecessary reference to the month of November, under a suspension of the rules requiring three complete and separate readings; and request it be read by title and published by summary.

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

Ordinance #3637 Title Read: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 1, CHAPTER 6, SECTION 1, PROVIDING FOR THE NOTICE OF THE TIMES OF REGULAR MEETINGS; CODIFICATION; PUBLICATION BY SUMMARY; AND ESTABLISHING EFFECTIVE DATE.

D. Community Development Services

1. **26-15** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Highland Park Addition, Third Amended.

Presentation/Discussion (Director Sanner):

- Highland Park Addition, Third Amended, is a six-lot development.

- These properties were originally annexed in 1906, prior to the construction of US Highway 20, which created irregularly shaped lots.
- The properties are currently zoned TN, allowing for infill development that makes efficient use of existing utilities and resources.
- Site layout:
    - Three lots to the north and three to the south.
    - Access is provided via a cul-de-sac on Elmore and an alleyway; portions of the alley require easement over private property to achieve a full 20-foot width.
    - A Homeowners Association (HOA) will maintain the access easement.
    - Two fire-access points are planned (cul-de-sac and alleyway).
- The subdivision will consist of owner-occupied, attached single-family homes, some "back-loaded" facing Highway 20.
- The preliminary plat passed unanimously through the Planning Commission with no public comment.
- Councilors praised the development as an example of creative, thoughtful infill development, using the Traditional Neighborhood Zone to make previously underutilized historic property productive.
- The project is highlighted as beneficial amid a housing shortage, providing affordable and approachable housing.
- Councilors expressed appreciation for developer innovation and City support in facilitating the project.

Motion 1: Accept or Approve the Final Plat for Highland Park Addition, Third Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

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

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Highland Park Addition, Third Amended and give authorization for the Mayor to execute the necessary documents.

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

**Director Sanner noted that a corrected version of the Reasoned Statement, which was provided to each Council member, was the one being voted on. The corrected version included the date of City Council approval.*

2. **26-10** Quasi-judicial Public Hearing-Rezone from HC, Highway Commercial to CC, Central Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 2.45 acres consisting of a portion of Lot 2, Block 1, Taylor Crossing on the River Division No. 8.

Hearing Opened
Presentation/Discussion (Director Sanner):

- The item is a rezoning request for two properties totaling 2.45 acres, located near the Eagle roundabout between Utah Avenue and Pancheri Drive.
- The request is to change the zoning from Highway Commercial (HC) to Central Commercial (CC).
- Adjacent properties are already zoned CC, so the request aligns with surrounding land uses.
- The rezoning fits the City's comprehensive plan ("Imagine IF") goals for mixed-use centers and corridors. Both HC and CC are compatible with the transect designation.
- The properties are within the Riverwalk Urban Renewal District, allowing the developer to use tax increment financing (TIF) to offset infrastructure costs.
- The developer intends to blast lava rock on the site to allow for a commercial boutique, a use permitted only in the CC zone.
- The Planning Commission unanimously recommended approval on December 9, 2025, with no public comment.
- Councilors noted the CC zoning allows flexibility for residential and commercial development, resolves a previously challenging site, and is not a spot zone.

There was no public testimony and the hearing was closed.

Motion 1: Approve the Ordinance Rezoning approximately 2.45 acres consisting of a portion of Lot 2, Block 1, Taylor Crossing on the River Division No. 8. from HC, Highway Commercial to CC, Central Commercial, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

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

Ordinance #3638 Title Read: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 2.45 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM

HC, HIGHWAY COMMERCIAL TO CC, CENTRAL COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

3. **26-09** Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Sage Lakes.

Hearing Opened
Presentation/Discussion (Director Sanner, Mr. Huish, Mr. Hirrlinger, Director Fredericksen):

- Project Overview
  - Presented by developer Jared Huish (with later input from partner Jim Hirrlinger).
  - Approximately 20 acres located west of 5th East, south of the golf course (Sage Lakes), and north of Fairway Estates.
  - Project has gone through neighborhood meetings and Planning Commission review; the proposal reflects community feedback and is intended as a "living document."
- Zoning & Planning Context
  - Property has been zoned R-2 since annexation in 2019, with adjacent R-1 and R-3A zoning.
  - Zoning pattern follows traditional density transitions from higher density near Lewisville Highway to lower density neighborhoods.
  - Site is within the General Urban Transect under the Imagine IF comprehensive plan, which supports mixed housing types, walkability, and connected streets.
  - Development complies with airport-compatible land use requirements and lies outside the main noise corridor.
- Development Program & Density
  - PUD focuses on townhomes, while 74 single-family homes surrounding the site were previously approved through a preliminary plat.
  - Proposal includes 246 townhomes, a 20% density reduction from what zoning would otherwise allow (R-2 permits up to 17 units/acre; proposal is ~11 units/acre).

- Density was intentionally reduced to maintain higher quality, neighborhood compatibility, and property values.
- All units are for-sale and can be owner-occupied (not just rentals).

- Design & Housing Types
  - Mix of single-family homes and townhomes supports multiple price points, aging in place, and multigenerational living.
  - Townhomes are two-story only, with front-load and rear-load designs; rear-load units use alleys to minimize garage/vehicle visibility.
  - Townhome widths range, all with two-car garages.
  - Buildings range from 4–8 attached units.
  - Architecture is designed to be cohesive with nearby neighborhoods and golf course homes.
- Open Space & Amenities
  - Approximately 4.5 acres of open space with two playgrounds, two dog parks, pavilion, walking trails, patios, landscaping, and buffers
  - Most open space is common area maintained by an HOA; homeowners own only their unit footprint ("pad lot" style).
  - Potential for shared park access with neighboring HOAs, subject to maintenance agreements.
- Access, Streets & Connectivity
  - Primary access is directly from the highway (Lewisville) to reduce cut-through traffic in existing neighborhoods.
  - Surrounding streets are public; interior streets are private (no drive aisles).
  - Two access points provided to meet fire code requirements.
  - A street stub is shown only to preserve future access for a separate triangular parcel to the north; it is not required for this PUD and not related to this development.
  - Internal trails connect to sidewalks along Sage Lakes Boulevard and to future planned bike/pedestrian facilities along Lewisville Highway.
- Traffic, Utilities & Infrastructure
  - Traffic study found no expected level-of-service issues, with a reduction being shown for the Pevero Drive/5th West intersection.
  - Water pressure concerns raised by neighbors were investigated:
    - Issues traced to temporary valve shutdowns during bridge construction.
    - City verified 55 PSI at residences; system meets standards and has capacity for added demand.
  - Bridge (from Lewisville Hwy) and Sage Lakes Boulevard:
    - Certificates of occupancy will not be issued until the bridge is completed and approved.

        - Financial assurance is in place to ensure completion even if the developer fails.
- Public & Planning Commission Input
    - Neighborhood and Planning Commission comments were included in the Council packet.
    - Concerns addressed included traffic, water pressure, property values, crime/safety, building height, and lack of nearby commercial services.
    - Staff noted commercial zoning exists nearby, but commercial development typically follows residential growth.
    - Planning Commission recommended approval by a 5–1 vote.
- Council Discussion Highlights
    - Councilor Francis asked whether building height could be formally limited to two stories in the PUD approval.
        - Legal staff cautioned that imposing a height restriction below what R-2 allows could raise legal "takings" concerns, though PUDs allow more conditions and developers can self-impose limits.
    - Clarified that the project uses private streets only and no drive aisles.
    - Confirmed zoning has not changed since 2019 and that the future access to the North shown does not apply to the current development.
- Next Steps
    - Council opened the process for public testimony, with speakers asked to state their name and address and were given approximately three minutes each
    - Developer allowed rebuttal following public comment.

<u>Public Comment</u>:

- Allison Hicken, 375 Pevero Drive
    - Perspective
        - Supports smart growth that respects existing residents and neighborhoods.
        - Does not oppose growth, but asks the City to ensure it is done safely and thoughtfully.
    - Primary Concern: Access & Emergency Response
        - Fairway Estates currently has limited access to the City, with residents traveling over a mile via Pevero Drive to East River Road (5th West).
        - Only one functional access route.
        - Sage Lakes Boulevard and the bridge are not yet operational, despite being discussed for years.
        - Cited past experience where planned future roads never materialized, leaving neighborhoods without promised access.
    - Emergency Response Examples

- Recounted a lightning storm that caused multiple road closures and a backyard fire.
- Emergency services took 17 minutes to respond; residents extinguished the fire themselves.
- Referenced a recent grass fire in the Hatch Pit where emergency access was again limited, requiring wildland fire units.
- Expressed serious concern about adding 200–250+ new homes without improving access.

- Bridge & Bonding
  - Explained that the bridge (access from Lewisville Hwy) was only bonded and guaranteed after years of residents advocating and expressing concern that it might never be built.
  - Asked the Council to provide similar protection now, rather than relying on future promises.
- Neighborhood Equity & Amenities
  - Noted that although the new development is adjacent, it is treated as a separate HOA, limiting Fairway Estates residents' access to green space and amenities.
  - Golf course green space is not public and explicitly marked as off-limits.
  - Stated Fairway Estates lacks:
    - Walkable access to the City
    - Sidewalks on East River Road and Lewisville Highway
    - Usable public green space
  - Lives in an older (1998) home with a large lot and mature landscaping.
  - Expressed concern about protecting home values and neighborhood character near the golf course.
- Infrastructure Concerns
  - Questioned water pressure assurances, noting that measurements were taken in winter.
  - Requested testing during peak summer irrigation months, when residents already experience low pressure.
- Overall Message
  - Urged the City to prioritize roads, sidewalks, access, and emergency safety before approving large new developments.
  - Framed her request as a call for protection of existing residents, not opposition to new neighbors.

- Darick Sontag, 5188 Grassy Hill
  - Questioned how the property was zoned R-2 or R-3, stating that this level of density does not fit the existing neighborhood.
  - Reported that many neighbors oppose the project and are not supportive of the development.
  - Raised concerns about increased traffic, noise, and overall neighborhood impacts associated with higher-density development.

- Emphasized the potential loss of property values, noting that denser development changes buyer preferences and reduces the pool of potential homebuyers.
- Stated they are not opposed to growth but believe this project does not make sense in this location.
- Urged the City Council to prioritize existing Idaho Falls residents and neighborhood compatibility over the interests of out-of-state developers.

- Amber Reynolds, 5288 Cypress Creek
  - Lives five houses from the proposed PUD in a quiet, family-oriented neighborhood with many young children who regularly play outside.
  - Expressed serious safety concerns about adding 250 or more additional vehicles to neighborhood streets, noting that children, despite safety guidance, can act unpredictably.
  - Clarified she is not opposed to housing or growth, but believes the density and scale of the PUD do not fit the neighborhood's aesthetics, lifestyle, or expectations when residents purchased their homes.
  - Works at Ethel Boyes Elementary School and noted District 91 elementary schools are already over 90% capacity.
  - Raised concerns that combined with other nearby developments, the area could see 500–600+ new homes, further overwhelming school capacity.
  - Asked the Council to consider whether the proposed PUD would truly make the area a safe and happy place for families.

- Zack Bennett, 480 Pevero Drive
  - Lives near the 5th West outlet, a high-traffic intersection.
  - Urged the Council that if the project is approved, they should strictly require completion of a functional, usable bridge.
  - Emphasized that language must be clear and unambiguous about what "completed and finished" means.
  - Stated that a true bridge completion should provide direct traffic access to the City, not routing traffic down Pevero to Fifth West, but instead allowing access from Lewisville.
  - Requested the Council "hold the line" on bridge requirements to ensure meaningful access and traffic relief.

- Curtis St. Michel, 275 Pevero
  - Lives near the end of the affected area and stated most concerns had already been raised but emphasized infrastructure and access issues.
  - Warned that East River Road is already overburdened, with multiple current and planned developments funneling traffic onto it.
  - Noted physical constraints on East River Road (power lines on one side, canal on the other) that make widening or major improvements difficult.

- Argued that adding a turn lane alone will not address traffic volumes created by existing and future development.
- Stated there is no safe access to town except by car, and even driving is marginal; walking or biking is unsafe, especially for children.
- Highlighted that children have limited access to schools and destinations due to lack of infrastructure.
- Expressed frustration that development has proceeded without adequate supporting infrastructure along the corridor.
- Acknowledged that East River Road and related roads are county roads, questioning what authority the City has to make necessary improvements.
- Concluded that residents feel left to simply "live with it" without solutions.

- Terri McIsaac, 6724 N. Orlinda Lane
  - Lives in J & K Estates and expressed concern about increased traffic on 65th North due to new development.
  - Noted that construction vehicles and large trucks have damaged roads multiple times.
  - Highlighted that biking and walking are difficult in the area due to traffic and lack of infrastructure.
  - Stated that J & K Estates lacks green space or pedestrian paths, and while this is currently acceptable under county jurisdiction, it is concerning as part of future City growth.
  - Requested that the City take a broader look at development impacts and consider slowing the pace of growth to address these issues.

- Alice Durfree, 5214 Cypress Creek
  - Lives on Cypress Creek and appreciates the developer's efforts to work with the community.
  - Praises her neighborhood for being safe, family-friendly, and community-oriented, with children playing outside.
  - Expressed concern that adding townhouses or two-story units could increase crime and disrupt the current neighborhood atmosphere.
  - Worried about school capacity and the impact of additional families moving into the area.
  - Suggested considering more single-family homes instead of two-story units to better fit the neighborhood and accommodate older residents.

- McKenzie Burden, 5279 Eaglewood
  - Lives at 5279 Eaglewood and has deep personal/family ties to the neighborhood (grandfather donated land for Sage Lakes Golf Course and helped start Fairway Estates).

- Appreciates the developers' efforts to accommodate the community but remains opposed to the proposed development.
- Emphasizes the importance of preserving the neighborhood's character, safety, and happiness for her family and the broader community.
- Strongly supports the principle of keeping the neighborhood and town safe and family-friendly, aligning with prior remark.

- Allen Rainsdon, 5675 Eaglewood
  - Lives on Eaglewood near the end of the street.
  - Acknowledges that the developer is trying to work with the community, but his main concern is City infrastructure.
  - Key infrastructure concerns include:
    - Road capacity
    - Water supply
    - Schools
    - Buffer zones / green space
  - Suggests expanding the green space between single-family homes and townhomes to create a solid green belt, which could help with capacity and neighborhood cohesion.
  - Questions whether private roads and access to amenities (dog park, green areas) will truly be available to existing homes.
  - Notes that future developments and connector roads may also face capacity challenges, and recommends planning infrastructure improvements with a long-term perspective.

- Jim Matheson, 5315 Rock Hollow Lane
  - Acknowledges that the developers have made efforts to address neighborhood concerns.
  - Access concerns:
    - 5th West is not a safe entrance or exit for the neighborhood.
    - Turn lanes and modifications are inadequate.
    - Road safety is a major issue for all vehicles.
  - Housing mismatch concerns:
    - Townhomes are being built next to high-value single-family homes, creating a market value mismatch.
    - Examples include townhomes nearby next to Heritage Hills single-family homes.
    - Worries that this mismatch could negatively affect property values long-term.
  - Infrastructure concerns:

    - Additional 246 townhomes in Fairway Estates will stress existing infrastructure.
    - Urges City Council to consider long-term development, infrastructure, and neighborhood compatibility when approving zoning and construction plans.
  - Personal context: moved to Fairway Estates for its single-family home character and values neighborhood safety and aesthetics.

- Brad Whipple, 1205 Susanne Ave
  - Supportive of the project: Defends the development against concerns raised.
  - Infrastructure access: Notes that roads, schools, and water are public responsibilities, and townhome residents have equal rights to these services.
  - Bridge and road access: Acknowledges that the bridge and roads are bonded, providing guaranteed access.
  - Overall impression: sees no major flaws with the project and believes the design appropriately addresses common neighborhood concerns.

- Sarah Williams, 5355 Eaglewood
  - Neighborhood buffer: Suggests using parks instead of houses as a buffer between existing and new development for a more appealing layout.
  - School concerns: Highlights the inability to pass bonds for new schools in District 91, stressing that additional housing will exacerbate overcrowding and strain on schools like Idaho Falls High School.
  - Support for growth: Supports development in principle but emphasizes the need for smart, planned growth.
  - Traffic concerns: Notes that cumulative development in the area will create significant traffic, potentially adding hundreds of cars and congestion.
  - Overall message: Advocates for thoughtful planning that balances growth, community aesthetics, school capacity, and traffic management.

- Christian Ashcraft, 1065 Orlin Drive
  - Perspective: Offers an outside perspective, acknowledging residents' concerns about neighborhood change and increased density.
  - Developer engagement: Praises the developer for being highly involved and trying to integrate the development with the existing neighborhood.
  - Housing diversity: Supports the concept of mixed housing types and multi-generational options, noting benefits of having apartments and single-family homes in one area.

- Community focus: Emphasizes that the success of a neighborhood depends on the community built, not just the types of houses.
- Overall view: Sees this development as a positive example for future neighborhoods, balancing growth, integration, and community cohesion.

- Hayley Baird, 5279 Cypress Creek
  - Location & context: Lives on Cypress Creek, directly adjacent to where new townhomes are planned.
  - Appreciation for developer efforts: Commends thoughtful design elements like garages on the backside to reduce front-facing traffic and enhance safety.
  - Neighborhood character: Emphasizes the idyllic nature of the neighborhood, with a balance of empty nesters and children, making it peaceful and family-friendly.
  - Concerns & suggestions:
    - Recommends shifting green space to act as a buffer between new townhomes and existing single-family homes.
    - Notes the impact on recently moved-in families and stresses safety and traffic management with increased density.
  - Overall stance: Appreciates townhomes as a housing type but advocates for design adjustments to preserve neighborhood safety, character, and infrastructure.

- Kyle Hicken, 375 Pevero Drive
  - Location & context: Lives at 375 Pevero Drive, on the road heavily used by the neighborhood.
  - Traffic concerns:
    - High traffic volume, including construction vehicles and speeding (40–50 mph) on a residential street.
    - Concerned that the new high-density townhomes will increase congestion without providing meaningful relief for the neighborhood.
  - Access & City planning issues:
    - Criticizes the development's reliance on residential roads instead of major arterials for high-density access.
    - Warns that future high-density developments north and east will exacerbate traffic problems and landlock the neighborhood.
  - Infrastructure & long-term planning: Emphasizes that this project doesn't account for broader neighborhood infrastructure needs and calls for smart City planning with proper access and consideration of cumulative density.
  - Overall stance: Opposes the development's current design due to traffic, access, and long-term planning concerns.

Further Discussion by Council and Developer:

1. Project Overview and Construction Updates:
    - The development involves Sage Lakes Boulevard and adjacent residential areas. Construction of the road is nearly complete; curb, gutter, sewer, and irrigation lines are installed, with the final asphalt layer pending plant availability and suitable temperatures. Road completion is expected early in the year (Feb–Apr).
    - Once Sage Lakes Boulevard opens, it will significantly improve traffic flow, allowing residents south of the area to avoid long detours. Some shifts in traffic patterns are expected but are considered manageable.
2. Housing and Market Considerations:
    - Homes are primarily single-family, ~1,800 sq. ft., two-story.
    - The PUD includes a mix of townhomes and detached homes, designed to fit neighborhood character and include green space, trails, and rear-facing homes to minimize visual impact.
3. Zoning, Density, and Prescriptive Rights:
    - Current zoning (R2/R3A) allows up to 340 units by-right; the PUD proposes 246 units, reducing density while adding amenities.
    - "Prescriptive rights" mean developers could build to the maximum allowed under R2/R3A without Council approval. The PUD offers more controlled, neighborhood-friendly development compared to by-right development.
    - Height restrictions and density cannot be arbitrarily changed by Council; conditions must comply with existing ordinance.
4. Infrastructure and Public Services:
    - Water and sewer improvements have addressed prior low-pressure issues, including a completed loop and redundant water lines.
    - Transportation infrastructure plans are in progress: 5th West and Lewisville Highway are being upgraded, with a five-lane facility proposed to accommodate future traffic from the I-15/US-20 connection.
    - A new fire station, funded by impact fees, is located near the development, ensuring rapid response.
    - The PUD also provides pedestrian connections, green space, and pathways, enhancing walkability and safety.
5. The hearing was closed and followed by Council deliberation and rationale:
    - Council's role is to apply the PUD ordinance, not to address school capacity or population growth directly.
    - Traffic concerns were addressed via studies, and road improvements are planned; construction traffic routing cannot be legally conditioned.
    - Council members emphasized that the PUD is preferable to by-right development because it reduces density, preserves green space, and creates a more aesthetically pleasing and functional neighborhood.

- Positive aspects highlighted include the developer's responsiveness to neighborhood input, thoughtful design (rear-facing homes, no driveways on certain streets), and inclusion of mixed housing types.
- While school capacity remains a concern, Council members support broader solutions, including school bonds for new elementary facilities.
- Overall, the PUD is seen as a well-planned, community-oriented compromise that balances growth, infrastructure, neighborhood character, and livability, avoiding unchecked sprawl.

Motion 1: Approve the Planned Unit Development (PUD) for Sage Lakes as presented.

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

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Sage Lakes and give authorization for the Mayor to execute the necessary documents.

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

13. Announcements

- **None**

There being no further business, the meeting adjourned at 11:05 PM.

/s/ Emily Geisler_____
Emily Geisler, City Clerk

/s/ Lisa Burtenshaw_____
Lisa Burtenshaw, Mayor

IDAHO FALLS

City Council

January 8, 2026

IDAHO FALLS

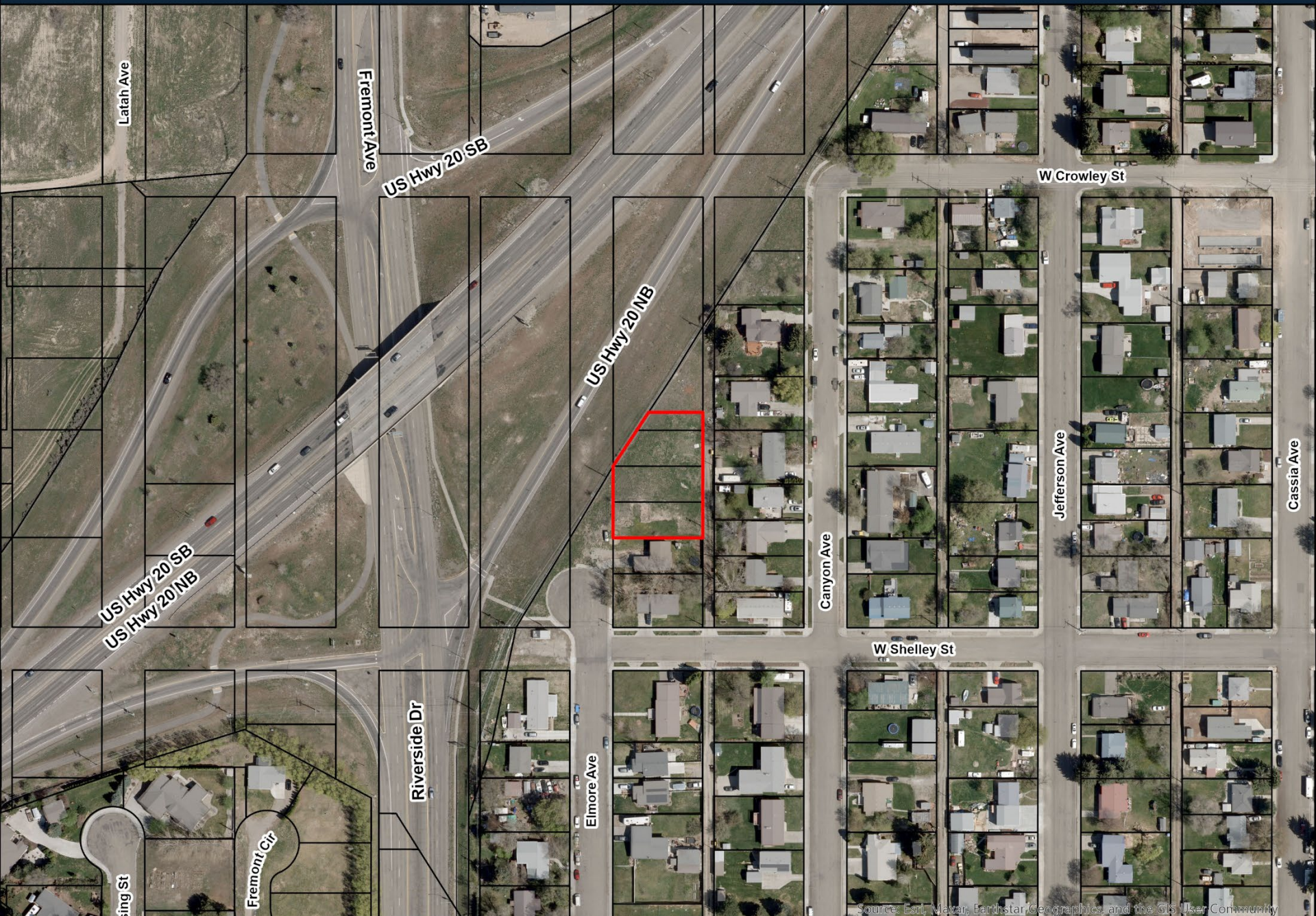
Final Plat

PLT25-008

Highland Park Addition, Third Amended

Aerial

PLT25-008 Highland Park Addition, 3rd Amended

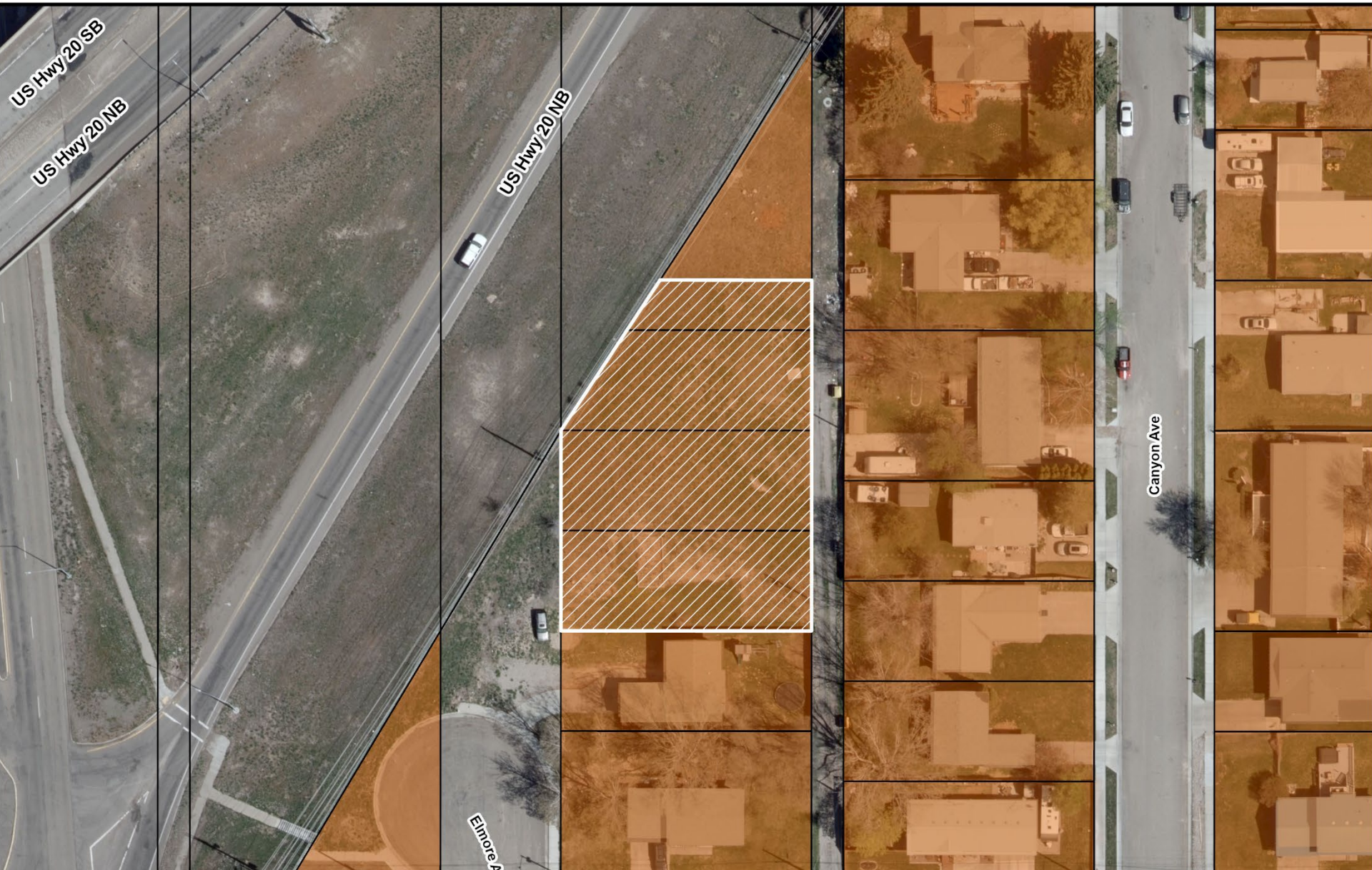


Zoning

PLT25-008 Highland Park Addition, 3rd Amended

RE R1 TN R3 PB LC R&D I&M
RP R2 RMH R3A CC HC LM P

N



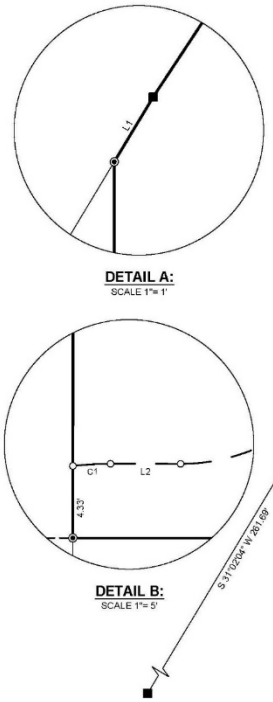
HIGHLAND PARK ADDITION, THIRD AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF PORTIONS OF LOTS 37, 38, 39, 40, 41, 42, AND 43 OF BLOCK 45, OF HIGHLAND PARK ADDITION LOCATED IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M.

LEGEND

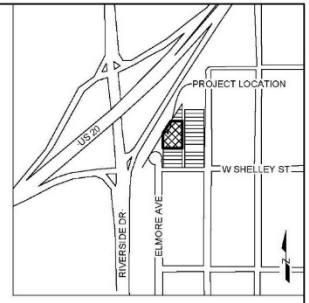
- PLSS SECTION CONTROL (AS NOTED)
- FOUND BRASS CAP RIGHT-OF-WAY MONUMENT
- FOUND 1/2" REBAR WITH ILLEGIBLE PLASTIC CAP
- FOUND RAILROAD SPIKE
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- SUBDIVISION BOUNDARY
- LOT LINE
- CROSS ACCESS EASEMENT & PUBLIC UTILITY EASEMENT
- CROSS ACCESS EASEMENT
- ADJOINING BOUNDARY LINE
- SECTION LINE
- DIMENSIONAL TIE LINE
- CP&F — CORNER PERPETUATION AND FILING RECORD
- PWE — PRIVATE WATER EASEMENT
- PUE — PUBLIC UTILITY EASEMENT
- CAE — CROSS ACCESS EASEMENT

(IN FEET)
1 inch = 20 ft.



DETAIL A:
SCALE 1"= 1'

DETAIL B:
SCALE 1"= 5'



VICINITY MAP

NORTHEAST CORNER OF SECTION 13
FOUND BRASS CAP PURSUANT TO CP&F
INSTRUMENT No. 1657308

RAILROAD SPIKE
FOUND AT THE INTERSECTION OF
ELMORE AVENUE AND HIGHAM STREET.

US 20
ON RAMP
ITD PROJECT No. F-6471(31) R/W

SEE DETAIL A

SEE DETAIL B

LOT 35

LOT 36
BLOCK 45
HIGHLAND PARK ADDITION
OLD PLAT BOOK, PAGE 5

LOT 49
0.050 ACRES

LOT 50
0.049 ACRES

LOT 51
0.108 ACRES

LOT 52
0.115 ACRES

LOT 53
0.062 ACRES

LOT 54
0.075 ACRES

LOT 44

BLOCK 45
HIGHLAND PARK ADDITION
OLD PLAT BOOK, PAGE 5

LOT 45

ELMORE AVENUE

ALLEY

BLOCK 45
HIGHLAND PARK ADDITION
OLD PLAT BOOK, PAGE 5

LOT 14
LOT 13
LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4

NE CORNER, LOT 6, BLOCK 45
HIGHLAND PARK ADDITION
OLD PLAT BOOK, PAGE 5

MONUMENTED BASIS OF BEARING
S 00°02'32" W 2641.07'

EAST QUARTER CORNER OF SECTION 13
FOUND ALUMINUM CAP MONUMENT PER
TO CP&F INSTRUMENT No. 661988

POB

S 89°56'55" E 74.87'
14.01'
56.36'
4.51'
16.00'
S 89°57'03" E 92.31'
S 89°57'03" E 106.46'
N 89°57'05" W 49.82'
N 89°57'05" W 125.00'
S 89°57'05" E 49.25'
S 89°57'04" E 125.00'
N 89°57'04" W 125.00'
S 89°56'55" E 30.00'
120.54'
N 89°56'55" W 125.00'
16.00'
N 89°56'59" W 125.00'
511.13'
N 89°57'28" W 527.13'
S 00°03'05" W 1165.00'
N 00°03'05" E 66.75'
S 00°03'05" W 175.00'
S 00°02'55" W 44.42'
S 00°00'00" E 44.58'
S 00°03'05" W 25.00'
1100.02'
1541.05'
N 33°23'09" E 30.34'
25.78'
31.73'
28.05'
N 33°21'09" E
26.59'
21.98'
250.19'
N 16°05'05" E
19.81'
32.66'
8.74'
2.44'
39.42'
39.58'
14.55'
N 35°57'29" E
39.62'
N 15°39'39" E 63.18'
6.95'
22.17'
21.50'
39.58'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	2.27'	19.50'	6°39'43"	N 86°42'56" E	2.27'
C2	14.83'	11.50'	74°24'17"	N 52°50'38" E	13.91'
C3	23.79'	30.00'	45°26'13"	N 53°40'15" E	23.17'
C4	7.15'	30.00'	13°39'34"	N 83°13'09" E	7.14'
C5	46.75'	30.01'	89°16'19"	S 44°35'33" E	42.16'
C6	46.75'	30.00'	89°16'34"	S 44°41'24" W	42.16'
C7	0.52'	55.00'	0°32'12"	S 89°46'50" W	0.52'
C8	44.60'	60.50'	42°14'29"	S 68°26'25" W	43.60'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 31°02'04" E	0.91'
L2	S 89°57'12" E	4.22'
L3	N 09°04'01" E	3.68'
L4	N 25°43'22" E	3.12'

SURVEYOR NARRATIVE

THIS SURVEY WAS DONE AT THE REQUEST OF TETON PEAKS DEVELOPERS, LLC WITH THE INTENTIONS OF DIVIDING THE LAND SHOWN TO FURTHER UTILIZE THE LAND SHOWN WITHIN THIS SUBDIVISION.

THE NORTHWEST BOUNDARY OF THIS SUBDIVISION WAS RESOLVED BY FOUND RIGHT-OF-WAY MONUMENTS AND INFORMATION FOUND IN DEEDS INSTRUMENT No. 1780826, 366042 AND ITD RIGHT-OF-WAY PLAN SET F-6471(31) R/W.

THE NORTH, EAST SOUTH AND WEST BOUNDARIES WERE DETERMINED BY RECORD INFORMATION SHOWN ON THE PLAT OF HIGHLAND PARK ADDITION FILED IN PLAT BOOK PAGE 5, DEEDS INSTRUMENT No. 1780826, 1780778, 1681537 AND FOUND MONUMENTS AS SHOWN. USING THE RAILROAD SPIKE AT THE INTERSECTION OF ELMORE AVENUE AND HIGHAM STREET ALONG WITH THE THE FOUND 1/2 INCH REBAR AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 45 OF THE SAID HIGHLAND PARK ADDITION. RECORD INFORMATION FROM THE SAID HIGHLAND PARK ADDITION MATCHES EXISTING FENCE LINES ON THE EAST SIDE OF THE ALLEY, THE SOUTH SIDE OF THIS SUBDIVISION AS WELL AS THE BACK OF SIDEWALK ALONG W. SHELLEY STREET QUITE WELL. THIS EVIDENCE WAS USED TO DETERMINE THESE BOUNDARIES.

REFERNCES:

1) ITD PROJECT No. F-6471(31) R/W
2) HIGHLAND PARK ADDITION INSTRUMENT No. 1597107
3) DEED INSTRUMENT No. 366042
4) DEED INSTRUMENT No. 594298
5) DEED INSTRUMENT No. 1163156
6) DEED INSTRUMENT No. 1780778
7) DEED INSTRUMENT No. 1780826
8) DEED INSTRUMENT No. 1681537
9) CP&F'S AS LISTED ON THE FACE OF THIS PLAT

BASIS OF BEARING

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277285 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.

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED STATE OF IDAHO CARDON T. PAYNE

IDAHO FALLS, ID

DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 24-156	DATE: May 20, 2025

CONNECT ENGINEERING
CIVIL ENGINEERING | SURVEYING | CONSTRUCTION
IDAHO FALLS / CHUBBUCK
208-497-5081

HIGHLAND PARK ADDITION
THIRD AMENDED

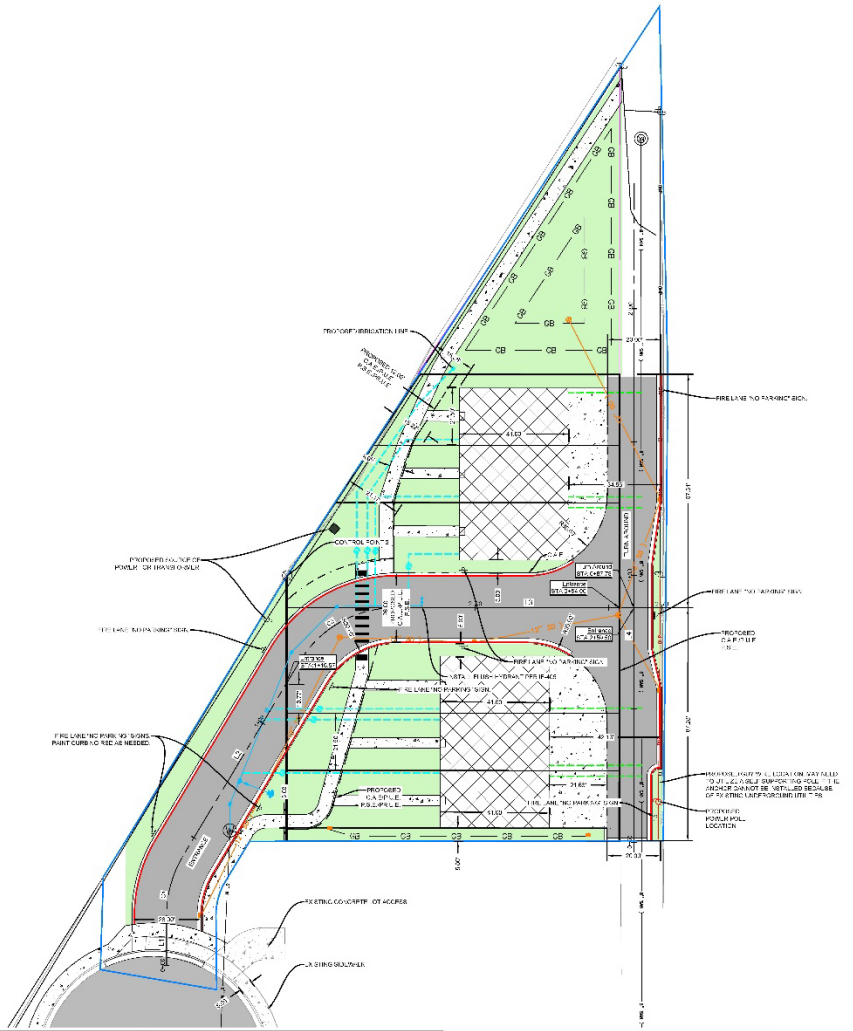
1 OF 2 SHEETS

Site Photo

Looking southeast from Hwy 20



Docusign Envelope ID: 50F1DB8-0372-430C-A8A2-7B5910609501



NOTE:
ANCHORS, CONFORMING TO ITD STANDARDS, SHALL BE PROVIDED AT EVERY JOINT AND AT A MAXIMUM SPACING OF 10 FEET FOR ALL CURB AND GUTTER, UNLESS OTHERWISE SPECIFIED BY ENGINEER.

BASIS OF BEARING
2004 CITY OF IDAHO FALLS CONTROL

BENCHMARK
T.1N., R.38E., SECTION 17 AND 18
WITH A BRASS CAP MONUMENT AT THE INTERSECTION OF SHELLEY ST. AND CANYON AVE. THE SAME BEING ON A LINE BETWEEN THE SOUTHWEST CORNER OF THE CITY OF IDAHO FALLS WATER DEPARTMENT BUILDING AND THE SOUTHWEST CORNER OF THE CITY OF IDAHO FALLS WATER DEPARTMENT BUILDING.
ELEVATION = 4726.58 FEET

SURVEY NOTE:
THIS SITE PLAN IS DESIGNED TO CONFORM WITH AN ACTUAL SURVEY THAT WAS PERFORMED ON THE GROUND BY A LAND SURVEYOR LICENSED BY THE STATE OF IDAHO. THE BOUNDARY LINES OF THE SURVEY ARE SHOWN HEREON WITH BEARINGS AND DISTANCES. IT IS THE OWNER'S AND DEVELOPER'S RESPONSIBILITY TO CONSTRUCT ALL STRUCTURES IN COMPLIANCE WITH THE SITE PLAN. NONCOMPLIANCE WITH SAID SURVEY

SITE INFORMATION
PARCEL ADDRESS: N
TOTAL SITE AREA: 2
UNITS: 8
TOTAL AREA OF PROPERTY: 35,778 SQ. FT. (.845 ACRES)
DENSITY: 8 UNITS PER ACRE

BUILDING COVERAGE: 20,470 SQ. FT. (57.21%)
LOT 49 SQ. FT.: 7,500 SQ. FT. (.17AC)
LOT 50: 1,183 SQ. FT. (2,154 SQ. FT. (.05%);
LOT 51: 1,233 SQ. FT. (4,061 SQ. FT. (.09%);
LOT 52: 1,233 SQ. FT. (4,322 SQ. FT. (.10%);
LOT 53: 1,432 SQ. FT. (2,791 SQ. FT. (.06%);
LOT 54: 1,581 SQ. FT. (3,311 SQ. FT. (.08%);

R.O.W. WIDTH: 24'
BLDG TYPE: VB
BLDG SIZE: VARIES MIN. 965 SQ. FT., MAX. 1,581 SQ. FT.

SANITATION
SIGN OFF RESPONSIBLE FOR THEIR OWN RESIDENTIAL SANITATION ROLL CARTS.

PROPOSED PARKING:
REQUIRED: 12
ONE PER UNIT
GARAGE: 16

GENERAL NOTE:
1. ALL PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS PUBLIC WORKS STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.
2. ALL ON SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS LIGHTING AND STANDARD SPECIFICATIONS & AREA LIGHTING AS SHOWN ON PLAN.
3. SEE ARCHITECTURAL PLANS FOR ALL BUILDING DETAILS.
4. ALL FIRE ACCESS ROADS SHALL MEET THE LATEST VERSION OF THE INTERNATIONAL FIRE CODE REQUIREMENTS FOR FIRE APPARATUS ROAD.
5. SOME UTILITIES MAY NOT BE SHOWN FOR CLARITY. SEE ARCHITECTURAL IMPROVEMENT PLANS FOR CONTINUATION.
6. CONTACT IDAHO FALLS POWER DEPARTMENT FOR POWER MAP FOR APPROVED TRANSFORMER LOCATIONS.
7. ALL SETBACKS ARE MEASURED FROM FOUNDATION WALL.
8. THIS PROJECT MAY REQUIRE FIRE ZONE SIGNS AND RED PAINTED CURBING. CONTACT THE FIRE PREVENTION DIVISION OF THE IDAHO FALLS FIRE DEPARTMENT (208) 529-1480 FOR ON SITE FIRE LANE SIGN PLACEMENT AND PAINTED CURB REQUIREMENTS.

Control Point Table

Point #	Elevation	Northing	Easting	Description
1	4726.58	671143.43	688281.15	ROW MON
2	4726.75	671370.44	688426.84	ROW MON
3	4726.12	671283.67	688592.00	4SR_PUSH-THROUGHCAP
4	4726.58	671126.67	688580.12	SSMH

Entrance

Number	Station	Radius	Length	Line/Chord Direction	Start Point	End Point
L1	Start: 0+00.00 End: 0+18.64		18.64	N9° 00' 00.93"W	Northing: 671224.52 Easting: 688381.20	Northing: 671243.15 Easting: 688381.20
C1	Start: 0+18.64 End: 0+41.68	43.00	23.04	N15° 28' 04.72"E	Northing: 671243.16 Easting: 688381.29	Northing: 671265.29 Easting: 688387.42
L2	Start: 0+41.68 End: 1+26.73		84.65	N39° 57' 08.64"E	Northing: 671265.29 Easting: 688387.42	Northing: 671338.05 Easting: 688431.06
C2	Start: 1+26.73 End: 1+70.05	42.99	43.32	N69° 39' 02.18"E	Northing: 671338.09 Easting: 688431.08	Northing: 671368.45 Easting: 688467.11
L3	Start: 1+70.05 End: 2+70.00		99.95	S89° 57' 04.58"E	Northing: 671358.45 Easting: 688467.11	Northing: 671358.37 Easting: 688567.06

Turn Around

Number	Station	Radius	Length	Line/Chord Direction	Start Point	End Point
L4	Start: 2+00.00 End: 1+99.91		199.91	N0° 02' 56.42"E	Northing: 671210.69 Easting: 688556.48	Northing: 671410.61 Easting: 688556.68

WATER RETENTION AREA BOUNDARY

STORM WATER INFORMATION FOR AREA 1

STORM WATER AREA	WATERSHED AREA (SQ. FT.)	REQUIRED VOLUME ON SITE (ASPH. 30 MIL + REQ. OF 4")	PROVIDED RETENTION WATER VOLUME (CU. FT.)
GRASS AREA	33,778	3,744	3,828
TOTAL	33,778	3,744	3,828

	VOLUME (CU. FT.)	BASE MATERIAL	INFILTRATION AREA (SQUARE FT.)	INFILTRATION RATE*	RETENTION TIME**
POND	3,915	SANDY LOAM	813.41	54 in./hr.	72 hrs.

* INFILTRATION RATE WAS CALCULATED USING A SURVEY JOINT TRANSMISSION RATE OF .25 IN/HR.

DRAWN BY	CHECK BY
WPJ	TKP

REVISIONS	DATE

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

Know what's below. Call before you dig.

SHEET NAME: SITE OVERVIEW

PROJECT: THIRD AMENDED OF HIGHLAND PARK ADD.

LOCATION: IDAHO FALLS, ID

PROFESSIONAL ENGINEER — TRAVIS K. PARKINSON — 23297 — 2/15/2025 — STATE OF IDAHO

SHEET REVISION:	
JOB NO:	2024-153
DATE:	December 15, 2025
SHEET SIZE:	24" X 36" (ARCH D)
VERTICAL EXAGGERATION:	N/A
PROJECT CONTACT:	TRAVIS PARKINSON, CIVIL PROJECT MANAGER, 208 881 0001

SHEET C-05 OF C-11

Aerial

PLT25-008 Highland Park Addition, 3rd Amended



IDAHO FALLS

RZN25-016

Rezone from HC to CC

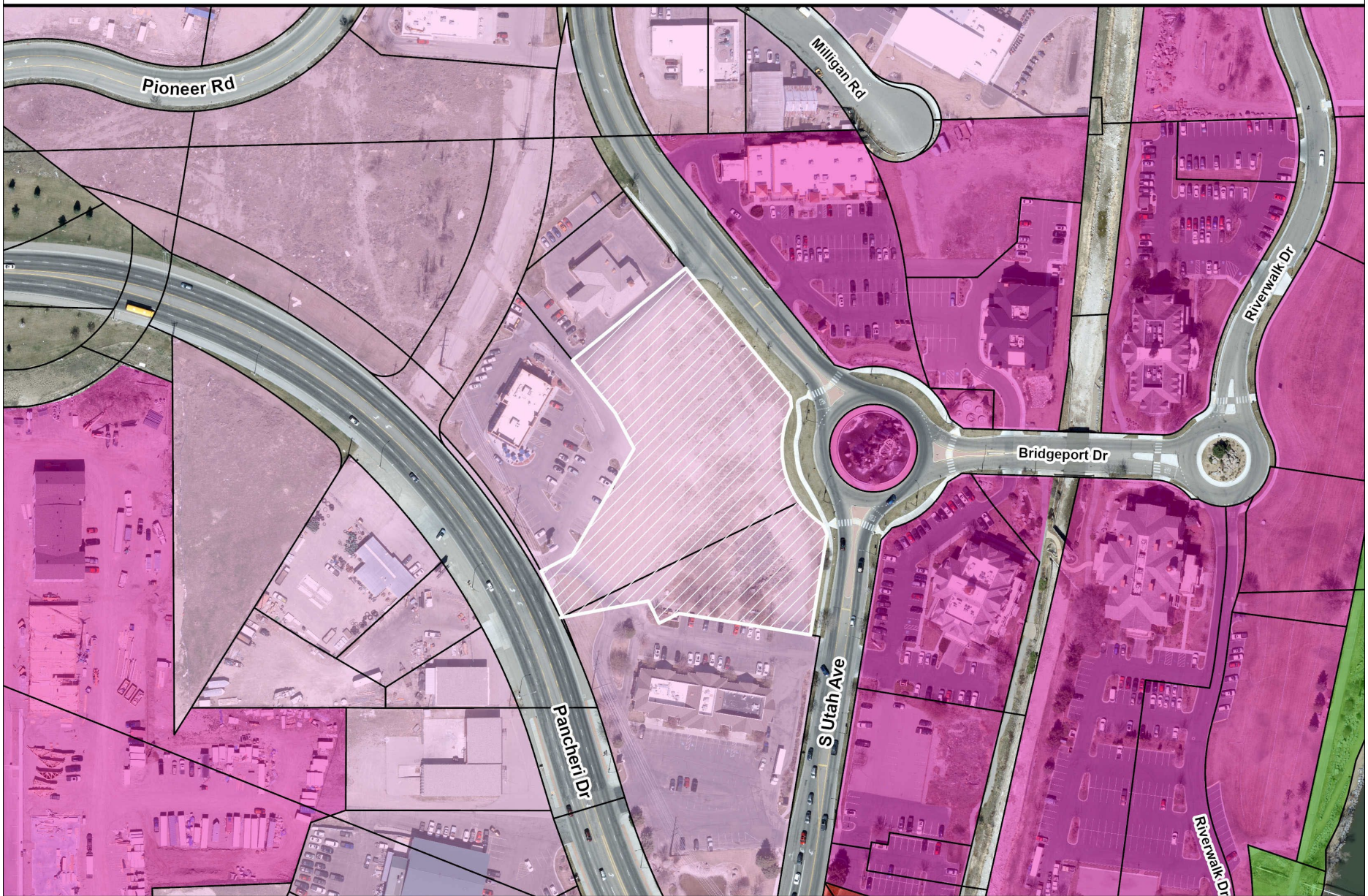
Taylor Crossing on the River, Division No. 8


N
Aerial
RZN25-016 2.58 Acres HC to CC
Pioneer Rd
Milligan Rd
S Utah Ave
Riverwalk Dr
Bridgeport Dr
Pancheri Dr
Riverwalk Dr
City of Idaho Falls

Zoning

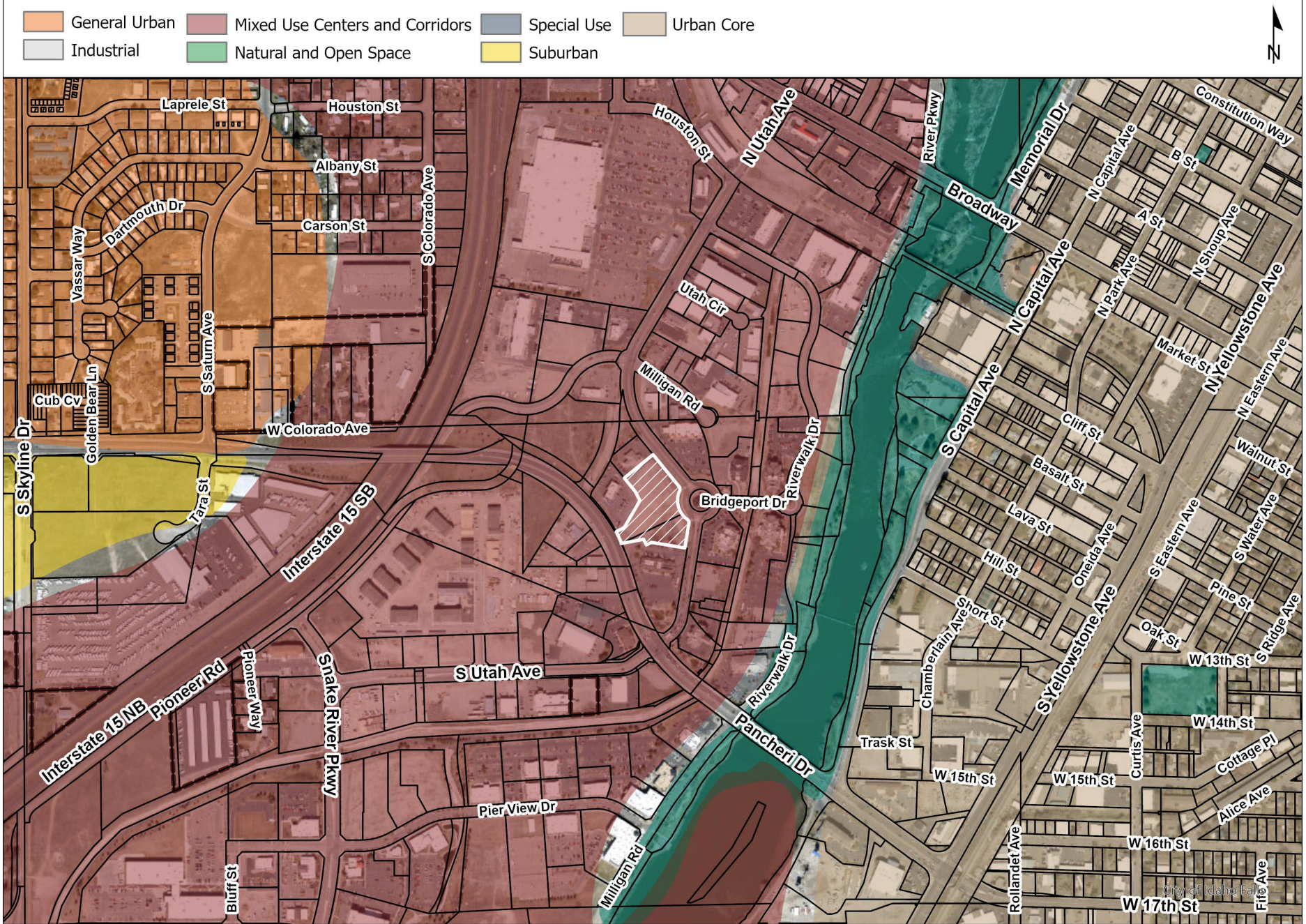
RZN25-016 2.58 Acres HC to CC

RE R1 TN R3 PB LC R&D I&M
RP R2 RMH R3A CC HC LM P



Comprehensive Plan

RZN25-016 2.58 Acres HC to CC



Site Photo

Looking down into rezone area



Site Photo

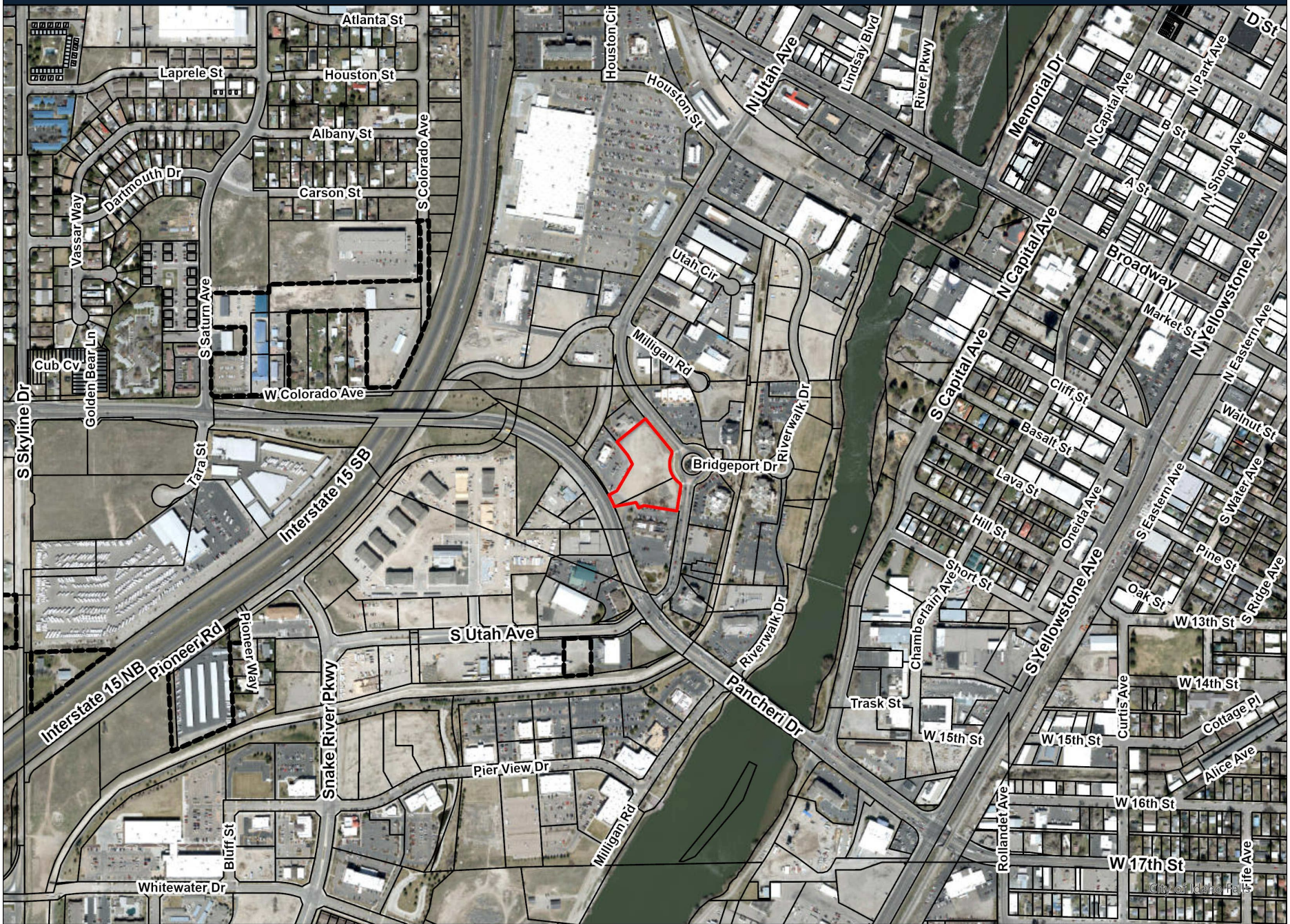
Looking Northeast from Pancheri



Site Photo

Looking generally west from South Utah Ave near Eagle Fountain




Aerial
RZN25-016 2.58 Acres HC to CC
Atlanta St
Laprele St
Houston St
Albany St
Carson St
Houston Cir
Houston St
N Utah Ave
Lindsay Blvd
River Pkwy
Memorial Dr
N Capital Ave
N Park Ave
B St
A St
N Shoup Ave
D St
Broadway
N Yellowstone Ave
Market St
N Eastern Ave
Walnut St
S Capital Ave
Cliff St
Basalt St
Lava St
Hill St
Oneida Ave
S Eastern Ave
S Water Ave
Pine St
Oak St
S Ridge Ave
W 13th St
W 14th St
W 15th St
W 16th St
W 17th St
Curtis Ave
Cottage Pl
Alice Ave
Rollandet Ave
Fife Ave
Trask St
Chamberlain Ave
S Yellowstone Ave
Short St
Riverwalk Dr
Pancheri Dr
Utah Cir
Milligan Rd
Bridgeport Dr
Vassar Way
Dartmouth Dr
S Saturn Ave
S Colorado Ave
W Colorado Ave
Cub Cv
Golden Bear Ln
S Skyline Dr
Tara St
Interstate 15 SB
Interstate 15 NB
Pioneer Rd
Pioneer Way
S Utah Ave
Snake River Pkwy
Pier View Dr
Milligan Rd
Bluff St
Whitewater Dr
City of Idaho Falls

IDAHO FALLS

Planned Unit Development

PUD25-003

Sage Lakes

Sage Lakes Planned Unit Development



Jared Huish & Jim Hirrlinger // City Council //January 8, 2026

Presentation Agenda

Project Details and Benefits

Comprehensive overview of the Sage Lakes development, including site specifications, unit mix, and enhanced amenities that exceed standard requirements.

Alignment with City Vision

How the proposal supports Imagine IF goals including aging in place, housing diversity, and sustainable community development.

Sage Lakes Planned Unit Development

Both the site plan for the PUD and the single-family homes surrounding the townhomes. Also, elevation examples of the product types and how a PUD is a better development for the community, both density and site plan design.

Addressing Neighbor Concerns

Direct responses to feedback from the August 27 neighborhood meeting, supported by independent traffic studies and research.

Recommendation and Q&A

Summary of benefits and request for approval.

This presentation responds to feedback from attendees at our August 27, 2025 neighborhood meeting and the Planning Commission

meeting, addressing key themes including density, traffic, and community character.

Project Overview

Location & Zoning

The Sage Lakes development encompasses approximately 20 acres in the Fairway Estates neighborhood, positioned west of Lewisville Highway. The property is zoned R2 and R3 (Mixed Residential), which permits a diverse range of housing types.

Development Composition

- 246 individually owned townhome units
- 74 single-family detached homes (not part of PUD)
- 320 total residential units
- All units for sale

Community Amenities

4.51 acres of dedicated open space (25.1% of total area)

- Two children's playgrounds with modern equipment
- Community pavilion for gatherings
- Two dedicated dog parks
- Landscaped grassy hills and natural areas
- Walking trails connecting amenities
- Enhanced buffer zones with mature landscaping

Access & Infrastructure

Primary access north of Sage Lakes Boulevard includes a new bridge and roadway. Internal circulation via private roads designed to prevent cut-through traffic.

Alignment with Imagine IF Comprehensive Plan



Adopted by the City Council on February 24, 2022, the Imagine IF Comprehensive Plan provides strategic guidance for Idaho Falls' growth and development. This forward-thinking document emphasizes diverse, thoughtful development that serves residents across all life stages while utilizing existing infrastructure efficiently.

Mixed Residential Development

Supports combining townhomes and single-family homes within R2 zones to create vibrant, varied neighborhoods that accommodate different household needs and preferences.

Middle-Market Housing Near Amenities

Encourages development of attainable housing options in established areas with existing infrastructure, schools, and services rather than forcing continued suburban sprawl.

Compact Development Over Sprawl

Promotes efficient use of land and infrastructure through thoughtful density that maintains quality while reducing the fiscal and environmental costs of sprawling development patterns.

Embracing Appropriate Density

Recognizes that well-designed density enhances housing affordability and choice while supporting the commercial viability of neighborhood services and reducing per-unit infrastructure costs.

Variety in Housing Types and Prices

Advocates for neighborhoods that offer multiple housing forms and price points, enabling residents to find suitable homes regardless of life stage, household composition, or economic circumstances.

Strategic Infill Development

Prioritizes development in areas where water, sewer, roads, and other infrastructure already exist, maximizing return on public investment and reducing long-term maintenance burdens.

Supporting Aging in Place and Lifecycle Housing



The Imagine IF Vision

> "The City should support 'aging in place' by encouraging a variety of housing options that allow residents to remain in their neighborhoods as their needs change over time. This includes providing accessible single-level homes, townhomes, and senior housing that enable transitions from larger family dwellings to smaller, more manageable units without requiring relocation."
>
> *—Imagine IF Comprehensive Plan, Page 59, Chapter 4: Housing, Goal H-2*

> "Aging in place is a key strategy for Idaho Falls, where residents can downsize within the same community, fostering intergenerational connections and reducing the economic and emotional costs of moving. The plan prioritizes zoning and development standards that accommodate accessory dwelling units (ADUs) and multi-generational homes to support this transition."
>
> *—Imagine IF Comprehensive Plan, Page 61, Chapter 4: Housing, Policy H-2.1*

The Challenge

> As Fairway Estates residents age, many face difficult choices: maintain large homes that no longer suit their needs or leave the neighborhood entirely. This out-migration breaks community bonds and forces residents away from familiar surroundings, friends, and local connections built over decades.

Creating Housing Diversity for Long-Term Community Retention

The Foundation: Balanced Housing Mix

> "To meet the needs of a growing and changing population, Idaho Falls must provide a balanced mix of housing product types, including single-family detached homes, attached townhomes, multifamily apartments, and senior living options. This diversity ensures that families, young professionals, and older adults can find suitable housing within established neighborhoods, promoting long-term residency and neighborhood stability."
>
> *—Imagine IF Comprehensive Plan, Page 58, Chapter 4: Housing, Objective H-1*

Right-Sizing Within Communities

> "Residents should be able to 'right-size' their housing—moving from larger homes to smaller ones or from independent living to assisted options—while staying in the same area. By integrating a range of product types (e.g., duplexes, triplexes, and cottage clusters) into suburban and urban neighborhoods, the City can create vibrant, inclusive communities that adapt to life stages."
>
> *—Imagine IF Comprehensive Plan, Page 60, Chapter 4: Housing, Policy H-1.3*

Preventing Out-Migration

> "The lack of diverse housing product types contributes to out-migration when families or seniors can no longer afford or maintain their current homes. Imagine IF envisions neighborhoods where residents can seamlessly transition between housing forms—such as from a four-bedroom single-family home to a low-maintenance townhome—keeping economic contributions local and strengthening community bonds."
>
> *—Imagine IF Comprehensive Plan, Page 62, Chapter 4: Housing, Implementation Strategy H-4*

Sage Lakes Alignment: By combining 74 single-family homes with 246 townhomes, our development creates opportunities for seamless transitions within the same neighborhood, supporting residents through different life stages while maintaining their connection to Fairway Estates.

Building Resilient, Multi-Generational Neighborhoods

Community Character Through Diversity

> "Diverse housing mixes are essential for creating resilient neighborhoods that support all life stages, from young families starting out to seniors aging in place. This approach minimizes the need for long-distance moves and aligns with the City's goal of compact growth, where product variety (e.g., bungalows, rowhouses, and apartments) coexists with green spaces and amenities."
>
> *—Imagine IF Comprehensive Plan, Page 87, Chapter 6: Community Character, Neighborhood Design Principles*

The Sage Lakes Approach: Our integration of townhomes and single-family homes, supported by 25.1% open space and comprehensive amenities, creates the type of vibrant, inclusive community envisioned in Imagine IF—one that welcomes residents across all life stages while fighting sprawl through thoughtful density.

Young Families Starting Out	Established Households	Downsizing and Aging in Place

A More Thoughtful Approach to Density

The Sage Lakes PUD proposes significantly lower density than entitled under current zoning, prioritizing quality and community harmony over maximum unit count. This reduction represents a deliberate choice to balance growth with neighborhood character.

R2 Maximum Entitlement

17 units per acre

340-350 potential units on 20 acres

Minimal open space requirements

Standard R2 amenity provisions

Sage Lakes Proposal

<12 units per acre

320 total units (74 SF + 246 townhomes)

25.1% dedicated open space

Enhanced amenities package

The Difference

20% below maximum density

94 fewer units than entitled

Significantly more greenspace

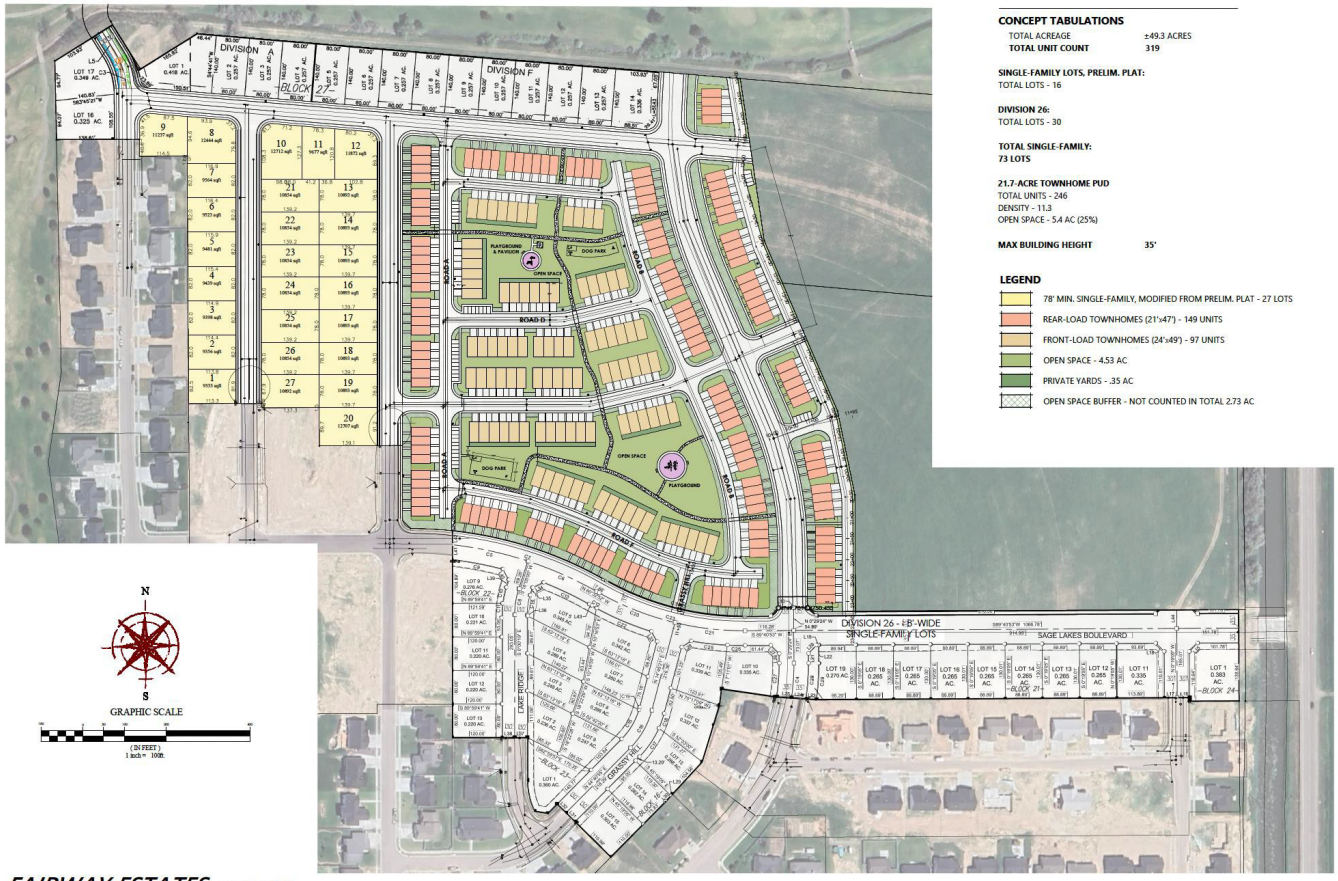
Superior community features

By utilizing the Planned Unit Development framework, we can deliver amenities and design features that exceed standard R2 requirements while maintaining lower overall density than maximum entitlements would allow.

Sage Lakes Planned Unit Development + Fairway Estates



Sage Lakes PUD + Fairway Estates Single Family Homes



CONCEPT TABULATIONS

TOTAL ACREAGE	±49.3 ACRES
TOTAL UNIT COUNT	**319**

SINGLE-FAMILY LOTS, PRELIM. PLAT:
TOTAL LOTS - 16

DIVISION 26:
TOTAL LOTS - 30

TOTAL SINGLE-FAMILY:
73 LOTS

21.7-ACRE TOWNHOME PUD
TOTAL UNITS - 246
DENSITY - 11.3
OPEN SPACE - 5.4 AC (25%)

MAX BUILDING HEIGHT **35'**

LEGEND

- 78' MIN. SINGLE-FAMILY, MODIFIED FROM PRELIM. PLAT - 27 LOTS
- REAR-LOAD TOWNHOMES (21'x47') - 149 UNITS
- FRONT-LOAD TOWNHOMES (24'x49') - 97 UNITS
- OPEN SPACE - 4.53 AC
- PRIVATE YARDS - .35 AC
- OPEN SPACE BUFFER - NOT COUNTED IN TOTAL 2.73 AC

***FAIRWAY ESTATES** concept C*

43°32'41.16"N, 112° 1'51.54"W - IDAHO FALLS, BONNEVILLE COUNTY
8/27/2025
25-5018

Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

Sage Lakes Blvd. (NE corner – Pevero & Sage Lakes Blvd.)



Sage Lakes Blvd. (Northside – Sage Lakes Blvd.)



Sage Lakes Blvd. (East facing- Pevero & Sage Lakes Blvd.)



Sage Lakes Blvd. (East facing- Pevero & Sage Lakes Blvd.)



Sage Lakes Blvd. (East facing, East of Pevero & Sage Lakes Blvd.)



Sage Lakes Planned Unit Development - Site Plan



CONCEPT TABULATIONS

TOTAL ACREAGE	±49.3 ACRES
TOTAL UNIT COUNT	**319**

SINGLE-FAMILY LOTS, PRELIM. PLAT:
TOTAL LOTS - 16

DIVISION 26:
TOTAL LOTS - 30

TOTAL SINGLE-FAMILY:
73 LOTS

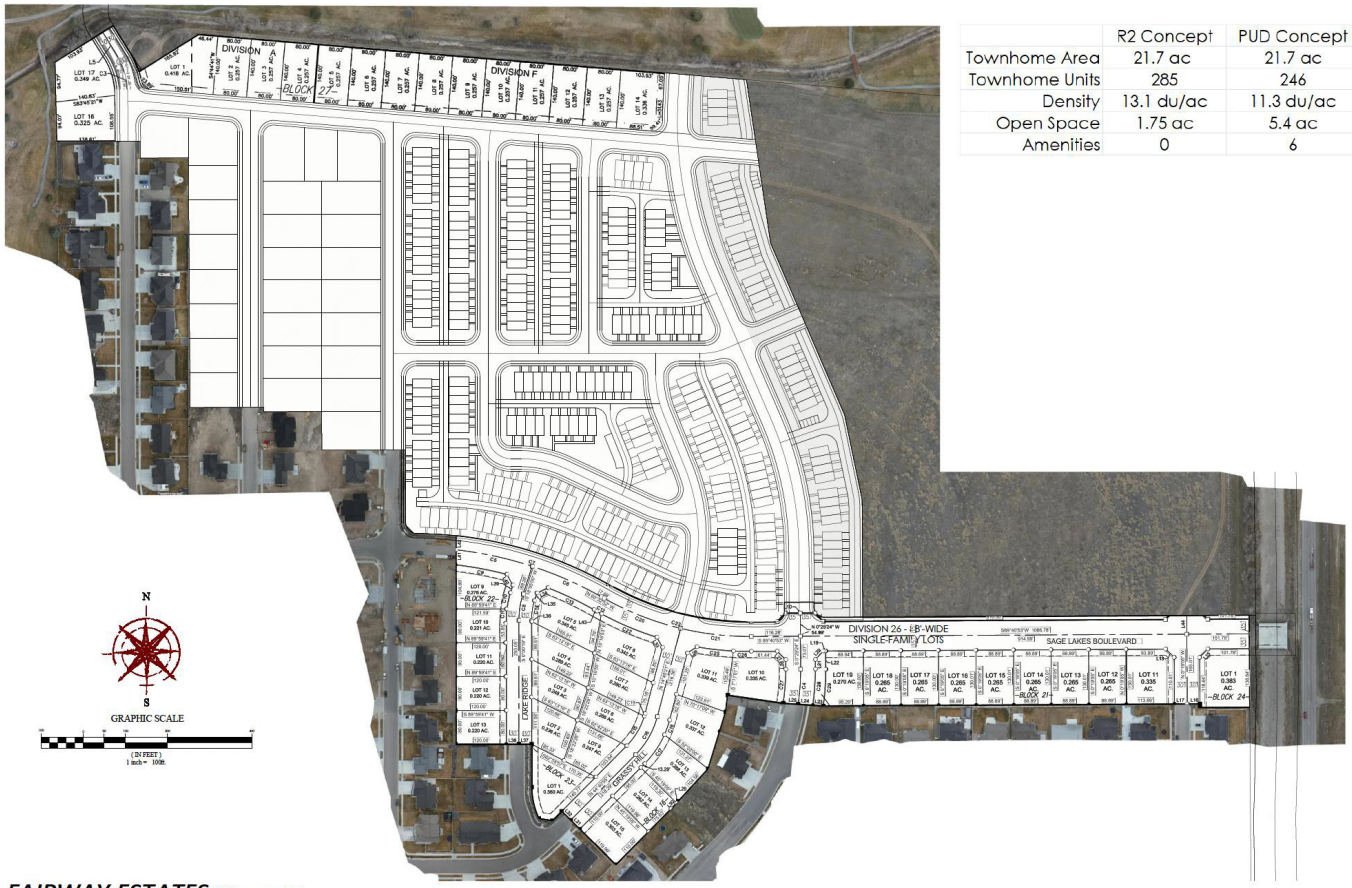
21.7-ACRE TOWNHOME PUD
TOTAL UNITS - 246
DENSITY - 11.3
OPEN SPACE - 5.4 AC (25%)

MAX BUILDING HEIGHT **35'**

LEGEND

- 78' MIN. SINGLE-FAMILY, MODIFIED FROM PRELIM. PLAT - 27 LOTS
- REAR-LOAD TOWNHOMES (21'x47') - 149 UNITS
- FRONT-LOAD TOWNHOMES (24'x49') - 97 UNITS
- OPEN SPACE - 4.53 AC
- PRIVATE YARDS - .35 AC
- OPEN SPACE BUFFER - NOT COUNTED IN TOTAL 2.73 AC

Sage Lakes R2 (Non-PUD) - Site Plan



	R2 Concept	PUD Concept
Townhome Area	21.7 ac	21.7 ac
Townhome Units	285	246
Density	13.1 du/ac	11.3 du/ac
Open Space	1.75 ac	5.4 ac
Amenities	0	6

***FAIRWAY ESTATES** R2 concept*

43°32'41.16"N, 112° 1'51.54"W - IDAHO FALLS, BONNEVILLE COUNTY
10/7/2025
25-5018

Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

Enhanced Amenities Through PUD Design

The PUD Advantage

The Planned Unit Development approach enables us to exceed standard R2 zoning requirements, delivering exceptional community features that would not be required under conventional development. With over 25% of the site dedicated to open space—far surpassing minimum standards—residents gain access to thoughtfully designed gathering places and recreational opportunities.

What Maximum Density Would Mean

If developed at the full R2 entitlement of 17 units per acre, this site could accommodate 340+ units with minimal open space and no requirement for the enhanced amenities package we're proposing. The result would be significantly higher traffic generation, greater infrastructure demands, and reduced quality of life for both new and existingresidents.

Included Community Features

- **Two Modern Playgrounds:** Safe, age-appropriate equipment for families
- **Community Pavilion:** Covered gathering space for events
- **Dual Dog Parks:** Dedicated areas for pets and their owners
- **Grassy Hills:** Natural play areas and visual interest
- **Walking Trail Network:** Connecting all amenities
- **Landscaped Buffers:** Enhanced privacy and aesthetics

Townhome and Single-Family Elevations

Townhome Elevations – Front Loaded

Oak & Pine Plan

Front Loaded Townhome Product







Townhome Elevations – Front Loaded

visionary HOMES

Oak & Pine Plan

Front Loaded Townhome Product

Oak & Pine Floor Plan

Livability FEATURES:

24’wide x 49’deep
1764-2445 square feet
3 Bedrooms
2.5 Bathrooms
2 Living Spaces
Large Kitchen Area
2-Car Garage
2-Car Driveway



Townhome Elevations – Alley Loaded

SITKA Plan

Rear Loaded Townhome Product

Sitka Floor Plan

Livability FEATURES:

21’wide x 47’deep
1530 square feet
3 Bedrooms
2.5 Bathrooms
2 Living Spaces
Large Kitchen Area
2-Car Garage
2-Car Driveway
Variety of Elevation Styles



Townhome Elevations – Alley Loaded

SITKA Plan

Rear Loaded Townhome Product







Single-Family Elevations

CAMBRIDGE Plan Renderings

Fairview Product









Single-Family Elevations

visionary HOMES

SUMMERLYNN Plan Renderings

Fairview Product









Single-Family Elevations

REMINGTON Plan Renderings

Fairview Product

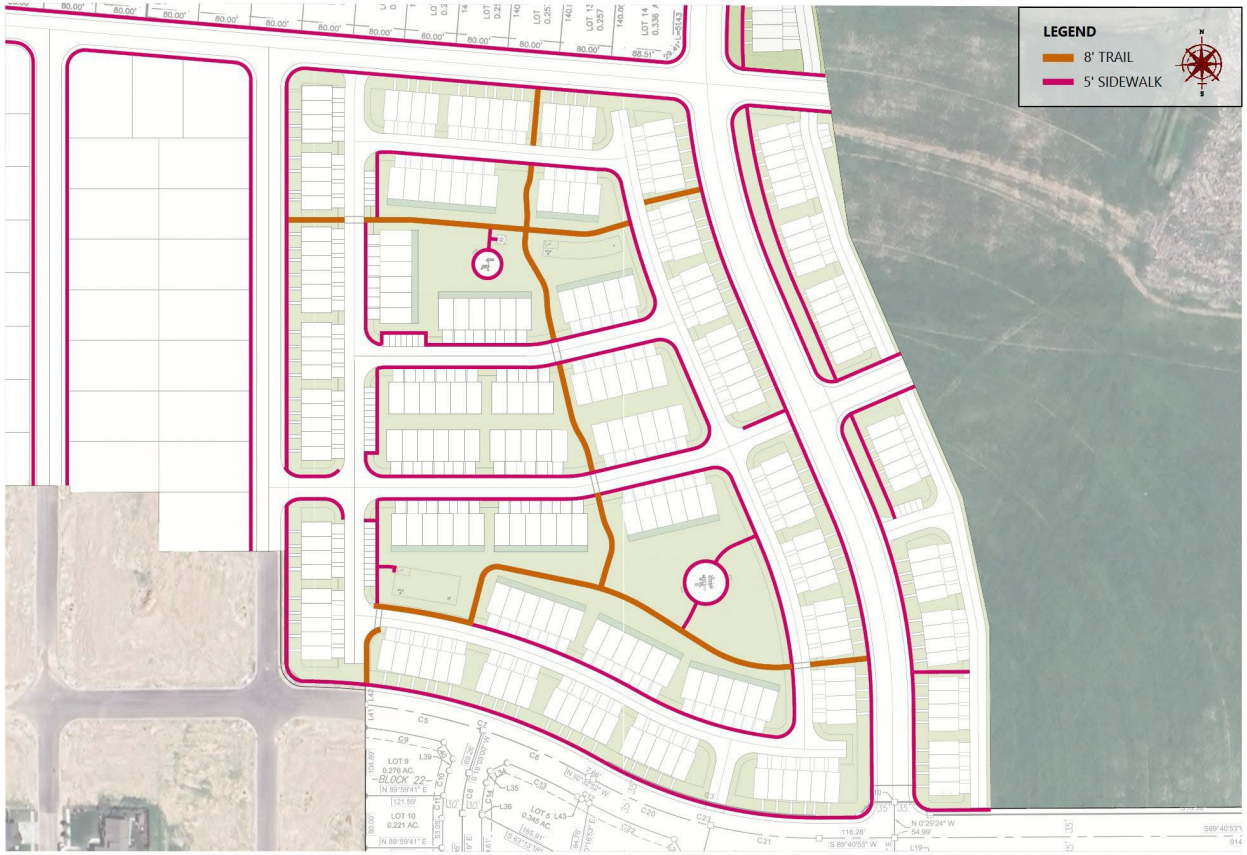








Sage Lakes PUD – Walking Paths



Traffic and Infrastructure: Comprehensive Analysis

The Concerns Raised

Residents at our neighborhood meeting expressed concerns about overwhelming roads and bridges with increased traffic volumes, potential infrastructure strain on water and gas systems, and impacts on local schools. These concerns warranted thorough, independent analysis.

Understanding Level of Service (LOS)

Traffic engineers measure intersection efficiency using Level of Service, which grades performance from A (Excellent) to F (Failing) based on average delay time per vehicle:

- **LOS A (Excellent):** Less than 10 second delay
- **LOS B (Good):** 10-15 second delay
- **LOS C (Stable):** 15-25 second delay
- **LOS D (Acceptable):** 25-35 second delay
- **LOS E (Congested):** 35-55 second delay
- **LOS F (Failing):** More than 55 second delay

Idaho Falls requires new developments to maintain minimum LOS D at affected intersections. Sage Lakes exceeds this standard significantly.

Professional Traffic Impact Assessment

Focus Engineering completed an independent Traffic Impact Analysis (TIA) on October 2, 2025, examining impacts through 2033. The study analyzed two key intersections using actual traffic counts from September 2025:

- 5th East & Sage Lakes Boulevard
- 5th West & Pevero Drive

Infrastructure Coordination

The new Sage Lakes Boulevard bridge and roadway will be phased to match development, with all utility systems sized and reviewed by city engineers. Private internal roads prevent cut-through traffic while maintaining emergency access. Water, gas, and sewer capacity has been confirmed adequate for the proposed density.

Addressing Property Value Concerns

The Concern

At our August 27 neighborhood meeting, residents expressed concerns that townhomes would decrease surrounding property values. This belief, while understandable, is not supported by market research or economic analysis.

The Builder's Perspective

Our development team—building both the townhomes and single-family homes—has a direct financial stake in maintaining high quality standards. Lower-quality townhomes would cannibalize sales of the adjacent single-family homes we're also marketing. This economic reality ensures quality remains paramount across all housing types.

Quality Specifications

- Townhomes average 1,800+ square feet
- Two-car attached garages standard
- Premium finishes and materials
- Modern architectural design
- Owner-occupied

What Research Shows

70%

No Impact or Positive

Studies finding neutral or beneficial effects on surrounding values

30%

Varies by Context

Outcomes depend on design quality and amenities

Academic and Industry Research:

- **NYU Furman Center:** "Positive effects... on surrounding property values" from well-designed multifamily
- **MassLandlords:** "Gently increased density... slight boost to property values"
- **National Association of Realtors:** "No impact or positive" from low-income/multifamily housing
- **Virginia Tech Study:** Homeowners associations (like our HOA) boost values through maintained standards

The market demands diverse housing options, as emphasized in Imagine IF. Similar PUDs throughout Idaho Falls have enhanced their surrounding areas through quality design and community amenities rather than diminishing property values.

Safety, Crime Prevention, and Family-Friendly Design

Addressing Crime Concerns

Neighborhood meeting comments raised concerns about increased crime and disruption to Fairway Estates' family-friendly character. These concerns deserve serious consideration and evidence-based response.

Why Ownership Matters

Sage Lakes consists entirely of individually owned townhomes and single-family homes. Research consistently shows owner-occupied housing correlates with:

- More stable, long-term residents
- Greater investment in property maintenance
- Stronger neighborhood connections
- Active participation in community life

These ownership characteristics promote the same family-oriented environment that existing Fairway Estates residents value.

Evidence from Similar Developments

Similar PUD projects in Idaho Falls, including the recently approved Creekside Townhomes, show no correlation with increased crime rates. Well-designed, owner-occupied communities contribute positively to neighborhood safety.

Safety Through Design

The Sage Lakes site plan incorporates multiple features specifically designed to enhance safety and foster community:

- **Comprehensive Lighting:** LED pathway and street lighting throughout common areas
- **Open Sight Lines:** Playgrounds and gathering spaces visible from multiple homes
- **Natural Surveillance:** Windows and entries oriented toward common areas
- **Defined Spaces:** Clear transitions between public and private areas
- **Active Amenities:** Playgrounds and dog parks encourage regular use, creating natural oversight
- **Landscaped Buffers:** Visual screening without creating hiding places
- **Maintained Trails:** Connected walking paths promote healthy activity and "eyes on the street"

Building Community Connections

The pavilion, playgrounds, and dog parks serve as natural gathering points where neighbors meet and form relationships. These social bonds—supported by ownership stability—create the strongest foundation for safe, family-friendly neighborhoods that align with Imagine IF's vision for community character.

Thoughtful Buffers and Visual Harmony

Concerns raised by meeting attendees regarding proximity and aesthetic clash with Fairway Estates are directly addressed through substantial physical separation and cohesive design standards.

Physical Separation Strategy

Sage Lakes provides buffering between existing Fairway Estates homes and the townhomes, substantially exceeding typical development standards:

- **Three complete rows of single-family homes** buffer the development's southern edge.
- **Two full internal roadways** (32 ft wide) with enhanced landscaping zones.
- **Enhanced landscaping zones** including trees, shrubs, and berms.

Architectural Cohesion

The townhome and single-family home designs share consistent architectural elements that respect Fairway Estates' character:

- Modern traditional styling with clean lines.
- Neutral color palettes (grays, tans, whites) and quality exterior materials (fiber cement, stone accents).
- Thoughtful roof lines and window proportions.
- Two-car garages (preventing street parking clutter).

The PUD framework enables these enhanced buffer and design standards, which exceed what would be required under standard R2 development. This extra investment directly responds to neighbor feedback and ensures a cohesive, high-quality environment.

Community Benefits: A Comprehensive View

The Sage Lakes PUD delivers measurable benefits to existing residents, future homeowners, and the broader Idaho Falls community through thoughtful design that balances growth with quality of life.

Enhanced Neighborhood Amenities

4.51 acres of open space including two playgrounds, pavilion, dual dog parks, walking trails, and landscaped gathering areas—facilities that existing Fairway Estates residents can enjoy through trail connections.

Responsible Development

At < 12 units per acre, density stays 20% below maximum entitlements, reducing traffic, infrastructure demands, and visual impact compared to what could be built by-right under current zoning.

Housing Choice and Stability

Mixed housing types enable aging in place and lifecycle transitions, keeping residents in Fairway Estates as needs change rather than forcing moves to other communities.

Quality Standards

Owner-occupied homes with HOA-maintained standards, enhanced buffers, and premium design features protect property values while fostering stable, engaged community members.

Alignment with City Goals

Imagine IF Comprehensive Plan Implementation:

- Supports aging in place (Goal H-2)
- Provides diverse housing mix (Objective H-1)
- Prevents out-migration (Strategy H-4)
- Promotes compact growth over sprawl
- Strengthens community character through design
- Maximizes existing infrastructure investment

Direct Response to Neighbor Feedback:

- Larger townhome units (1,800+ SF) with two-car garages
- Substantial buffers
- 100% for sale products
- Independent traffic analysis confirming minimal impact
- Enhanced landscaping and visual screening
- Phased development matching infrastructure capacity

Recommendation for Approval

We Request Planning Commission Approval

The Sage Lakes Planned Unit Development represents thoughtful, community-oriented growth that balances property rights and entitlements with neighbor concerns and city planning goals. This proposal deserves advancement to City Council based on:

- **Compliance with Imagine IF:** Directly implements adopted comprehensive plan policies on housing diversity, aging in place, and compact development
- **Neighbor Responsiveness:** Incorporates feedback from August 27 meeting with not maximizing density or unit count, including larger units, and ownership focus
- **Technical Validation:** Independent traffic analysis confirms minimal impact; all intersections exceed city standards through 2033
- **Planning Precedent:** Consistent with recent Commission approvals for Creekside Townhomes, Highland Park, and setback flexibility
- **Council Direction:** Aligns with expressed support from multiple councilors for density, housing options, and anti-sprawl development
- **Evidence-Based Design:** Research supports property value stability and community benefits from well-designed, owner-occupied developments

Sage Lakes offers Fairway Estates a rare opportunity: growth that enhances rather than diminishes community character, providing housing choices that keep residents local while delivering amenities that benefit the entire neighborhood.

Thank You

Appendix

Appendix:

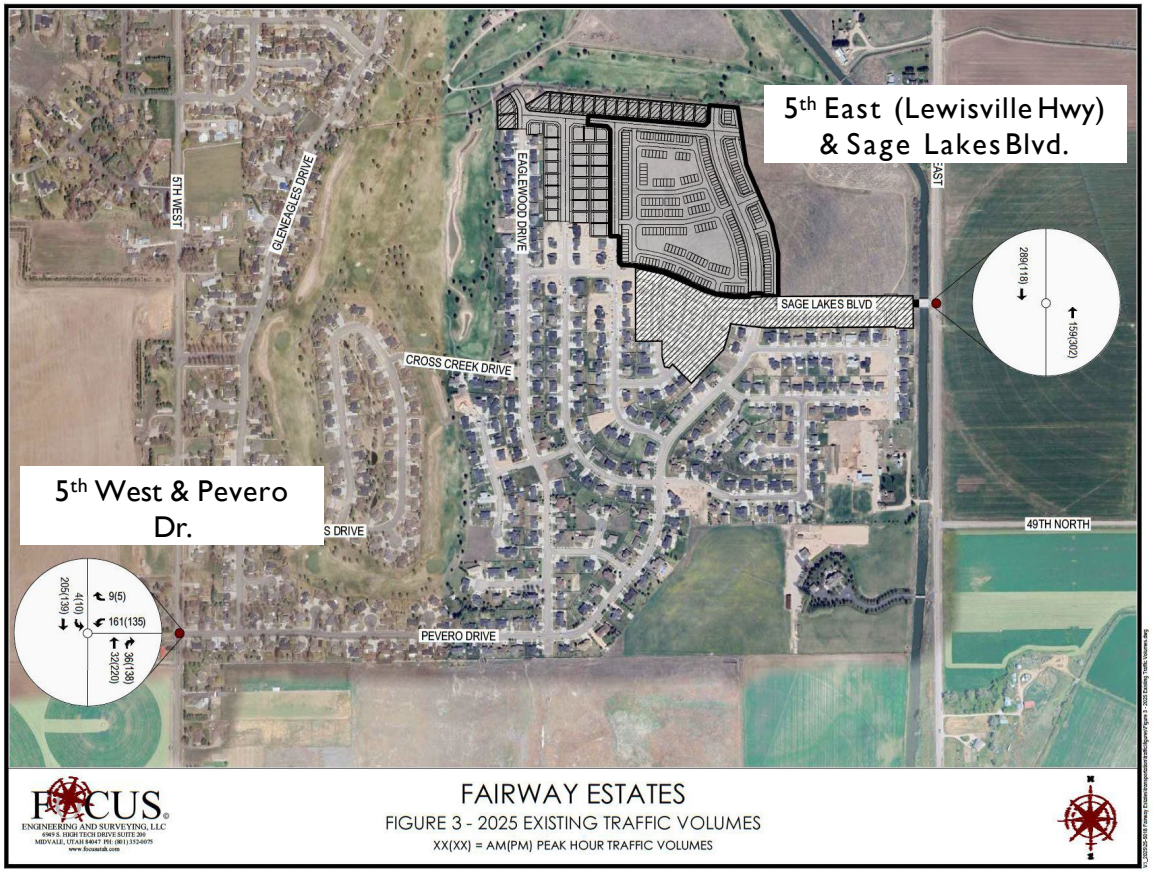
Fairway Estates Traffic Impact Study

Overview of Traffic and Level of Service (LOS)

Idaho Falls, Idaho | October 2025

Appendix:

Traffic Study – 2 intersections



Appendix:

Understanding Level of Service

Table 5 - Signalized and Unsignalized intersection LOS and Delay Parameters

	Level of Service (LOS)	Vehicular Delay (seconds/vehicle)	
		Signalized Intersection	Stop Controlled Approach
Excellent	A	0.0 ≤10.0	0.0 < 10.0
Good	B	>10.0 ≤ 20.0	> 10.0 < 15.0
Stable	C	> 20.0 ≤ 35.0	> 15.0 < 25.0
Acceptable	D	> 35.0 ≤ 55.0	> 25.0 < 35.0
Congested	E	> 55.0 ≤ 80.0	> 35.0 < 50.0
Failing	F	> 80.0	> 50.0

What is LOS?

Traffic engineers use Level of Service (LOS) to measure road and intersection efficiency based on average vehicle delay (seconds per vehicle).

Performance Scale

LOS ranges from A (Excellent) to F (Failing), with D considered the acceptable standard for city operations.

Appendix:

Traffic Study Parameters

Existing Traffic (2025)

Traffic numbers recorded in September 2025

Background Traffic

Forecasted numbers based on growth rates and modeling (2028 & 2033)

1 2 3 4

Project Traffic (2028)

Projected traffic with full buildout in 2028

Total Traffic

Background Traffic + Project Trafficcombined

Appendix:

Traffic Study Parameters

2025

2028

2033

Table 6 – 2025 Existing Level of Service

Intersection		MOE's	AM Peak	PM Peak
1	5TH West & Pevero Drive	WB LOS	B	B
		WB Delay (s/veh)	11.6	14.1
		Worst Lane Group MOEs	B / 0.25 (WBL)	B / 0.27 (WBL)

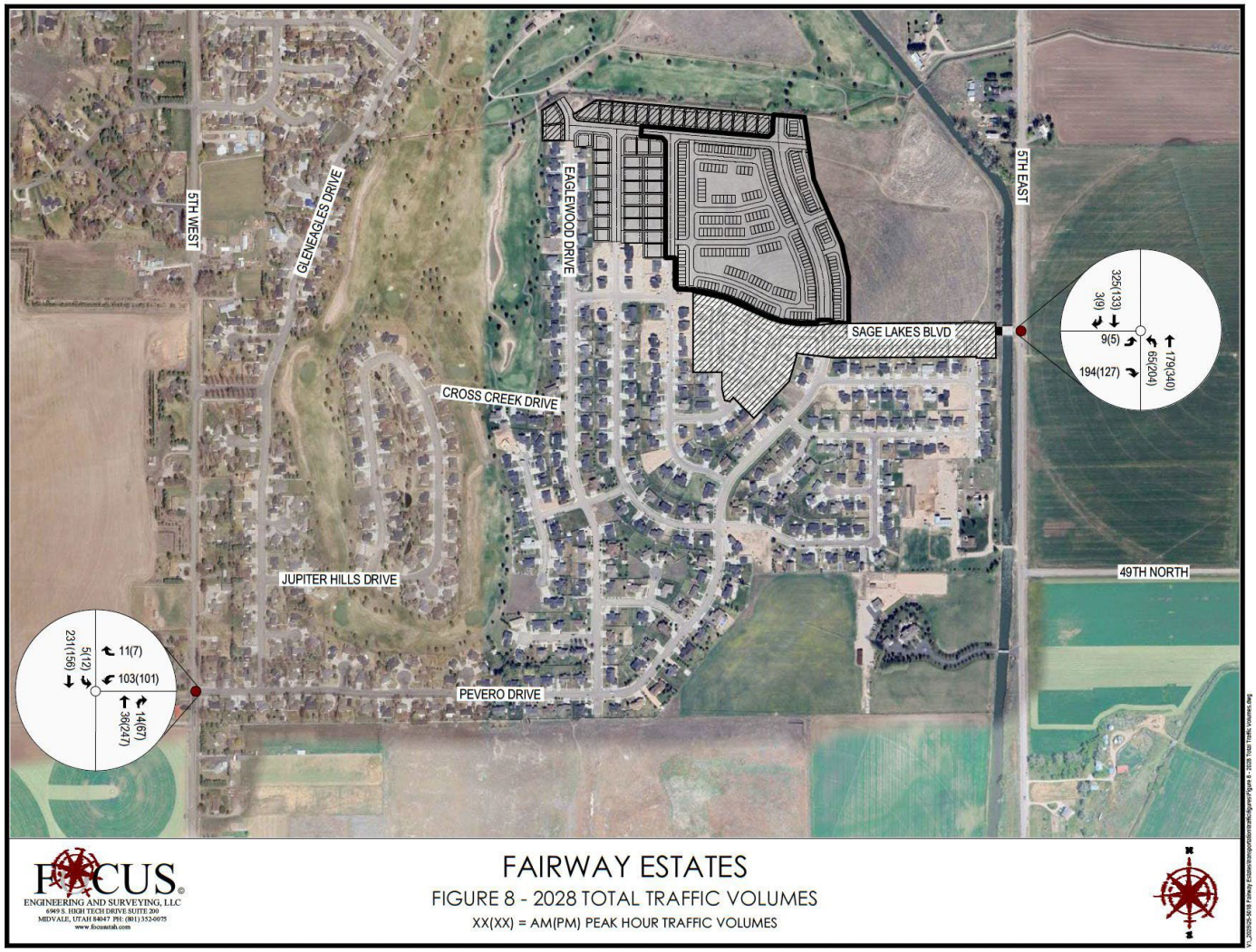
Table 8 – 2028 Total Traffic Level of Service

Intersection		MOE's	AM Peak	PM Peak
1	5TH West & Pevero Drive	WB LOS	B	B
		WB Delay (s/veh)	11.0	13.5
		Worst Lane Group MOEs	B / 0.16 (WBL)	B / 0.21 (WBL)
2	5TH East & Sage Lakes Blvd	EB LOS	B	B
		EB Delay (s/veh)	12.6	10.1
		Worst Lane Group MOEs	B / 0.31 (EBR)	A / 0.16 (NBL)

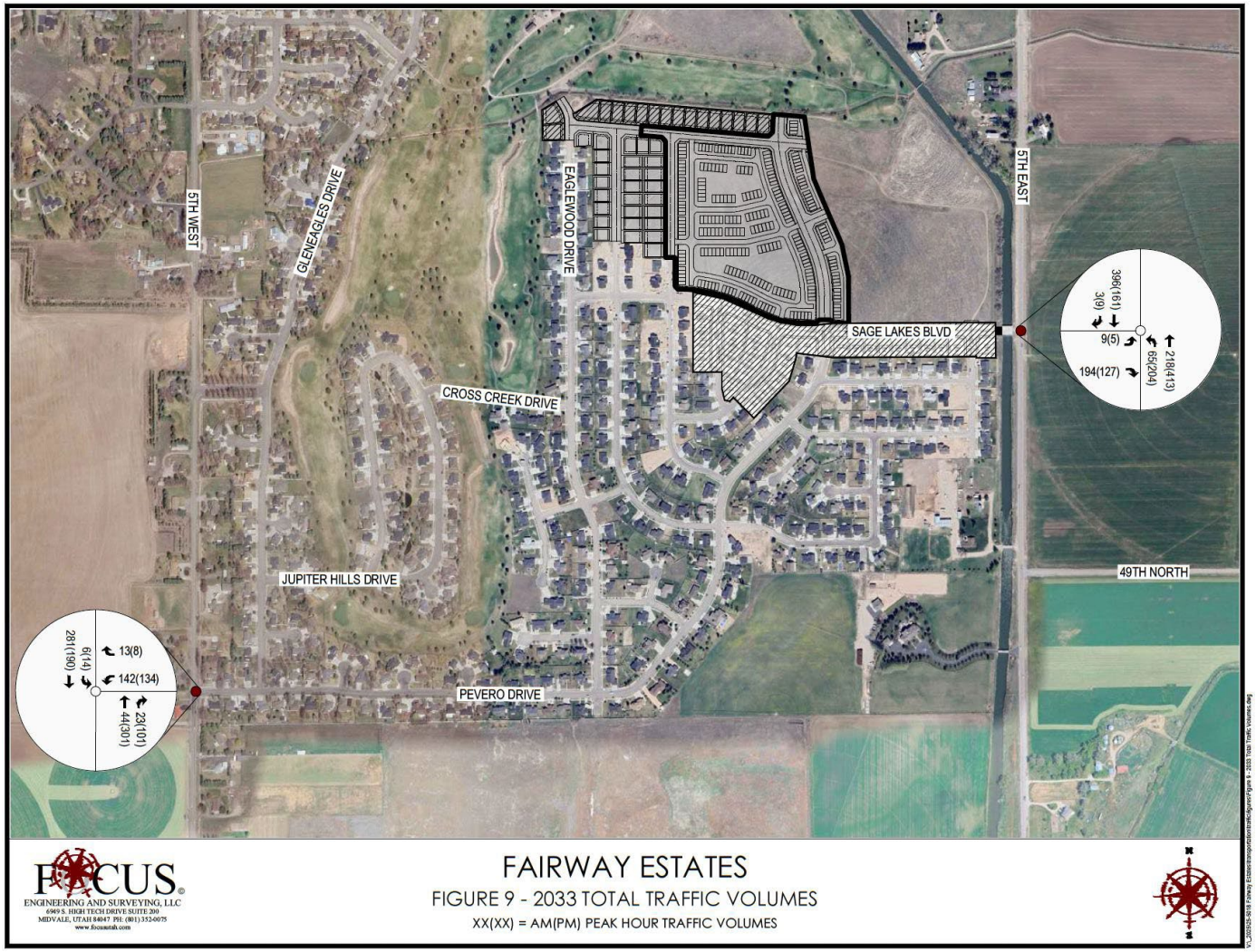
Table 10 – 2033 Total Level of Service

Intersection		MOE's	AM Peak	PM Peak
1	5TH West & Pevero Drive	WB LOS	B	C
		WB Delay (s/veh)	12.4	16.6
		Worst Lane Group MOEs	B / 0.25 (WBL)	C / 0.33 (WBL)
2	5TH East & Sage Lakes Blvd	EB LOS	B	B
		EB Delay (s/veh)	13.8	10.4
		Worst Lane Group MOEs	B / 0.34 (EBR)	A / 0.16 (NBL)

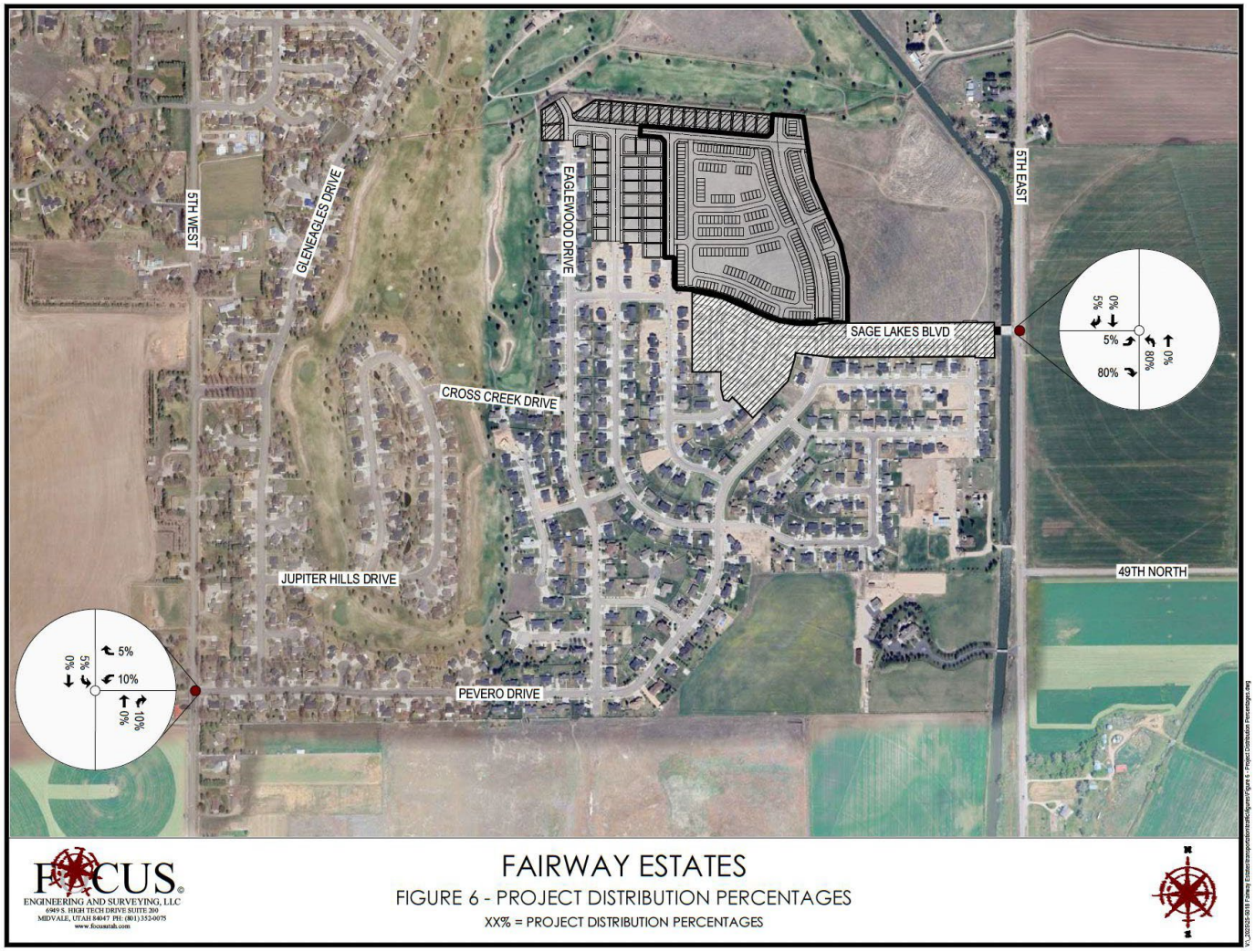
Appendix:


5TH WEST
GLENEAGLES DRIVE
EAGLEWOOD DRIVE
5TH EAST
SAGE LAKES BLVD
CROSS CREEK DRIVE
JUPITER HILLS DRIVE
49TH NORTH
PEVERO DRIVE
325(133)
319)
9(5)
194(127)
179(340)
65(204)
231(156)
5(12)
11(7)
103(101)
36(247)
14(67)
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ENGINEERING AND SURVEYING, LLC
6960 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com
FAIRWAY ESTATES
FIGURE 8 - 2028 TOTAL TRAFFIC VOLUMES
XX(XX) = AM(PM) PEAK HOUR TRAFFIC VOLUMES

Appendix:


5TH WEST
GLENEAGLES DRIVE
EAGLEWOOD DRIVE
5TH EAST
SAGE LAKES BLVD
CROSS CREEK DRIVE
JUPITER HILLS DRIVE
49TH NORTH
PEVERO DRIVE
396(161)
3(9)
9(5)
194(127)
65(204)
218(413)
6(14)
281(190)
13(8)
142(134)
23(101)
44(301)
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FAIRWAY ESTATES
FIGURE 9 - 2033 TOTAL TRAFFIC VOLUMES
XX(XX) = AM(PM) PEAK HOUR TRAFFIC VOLUMES

Appendix:


5TH WEST
GLENEAGLES DRIVE
EAGLEWOOD DRIVE
5TH EAST
SAGE LAKES BLVD
CROSS CREEK DRIVE
JUPITER HILLS DRIVE
49TH NORTH
PEVERO DRIVE
5%
10%
0%
10%
0%
5%
5%
80%
80%
0%
FOCUS
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6949 S. HIGH TECH DRIVE SUITE 200
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FAIRWAY ESTATES
FIGURE 6 - PROJECT DISTRIBUTION PERCENTAGES
XX% = PROJECT DISTRIBUTION PERCENTAGES

Appendix:

Key Takeaways

Excellent Performance

All intersections operate at LOS A–C through 2033, well above city standards.

No Improvements Needed

No new signals or roadway improvements are required for development.

Smooth Integration

Fairway Estates integrates seamlessly into the existing road network with minimal impact.

Appendix: Supporting Planning Documents

Planning Commission Meeting Minutes - July 1, 2025

These minutes document the Planning Commission's approval of reduced rear setbacks for alley-loaded homes, demonstrating support for flexible development standards that enable diverse housing types.

Setback Amendment Key Points

- Reduced rear setbacks to 3 feet for homes with alley access
- Increases housing type flexibility and efficiency
- Enables better lot utilization in urban contexts
- Approved unanimously by Commission

Commissioner Comments

> "A step in the right direction [for flexibility]."
>
> —Commissioner Meehan

> "Lives in TN... 3' rule... maximizes property."
>
> —Commissioner Ihler

Relevance to Sage Lakes

This amendment reflects the Commission's recognition that thoughtful flexibility in development standards can enhance housing options without compromising quality or neighborhood character. The Sage Lakes PUD similarly seeks appropriate variances that enable superior outcomes through planned development rather than rigid adherence to conventional zoning.

The Commission's support for this amendment demonstrates openness to creative solutions that address housing needs while maintaining design quality—the same philosophy underlying the Sage Lakes proposal.

Appendix: Planning Commission Precedents

Meeting Minutes - June 3, 2025

These minutes document three significant approvals demonstrating Planning Commission support for townhome developments, thoughtful density, and creative infill solutions.

1

Creekside Townhomes PUD

145-unit townhome development approved at 10.4 units/acre with enhanced amenities including pickleball courts and playground. Commissioners praised the developer for preserving Willowcreek and addressing neighbor concerns—establishing positive precedent for similar projects.

2

Highland Park Plat

Infill development featuring attached homes received Commission approval for creative solutions that efficiently utilize available land while respecting neighborhood context. Commissioners specifically applauded the innovative approach to infill challenges.

3

Sage Lakes Comparison

At 13.65 units/acre, Sage Lakes proposes lower density than Creekside while providing similar amenity packages and thoughtful design. The project follows the same principles that earned Commission praise in recent approvals: responding to concerns, preserving natural features, and delivering quality development.

Appendix: Neighborhood Meeting Documentation

August 27, 2025 Meeting Summary

On August 27, 2025, the development team hosted a neighborhood meeting attended by 31 Fairway Estates residents. This session provided opportunity for direct dialogue about the Sage Lakes proposal and generated valuable feedback that shaped design refinements.

Key Themes from Meeting

1. **Density Concerns:** Residents questioned whether 273 units would overwhelm the area
2. **Traffic Impact:** Worries about increased congestion and bridge capacity
3. **Property Values:** Fear that townhomes would decrease neighboring home values
4. **Crime and Safety:** Concerns about security and family-friendly character
5. **Aesthetic Fit:** Questions about architectural compatibility
6. **Proximity:** Desire for maximum separation from existing homes
7. **Infrastructure:** Questions about water, sewer, and school capacity

Design Responses Implemented

- Committed to density 20% below maximum entitlement
- Commissioned independent Traffic Impact Analysis
- Increased townhome sizes to 1,800+ SF with 2-car garages
- Enhanced buffer zones with 515' total separation
- Emphasized 100% ownership model (no rentals)
- Coordinated with city utilities on infrastructure capacity
- Refined architectural elevations for visual harmony

Ongoing Engagement

The development team remains committed to continued dialogue with Fairway Estates residents throughout the approval and construction process, ensuring concerns are addressed proactively.

Appendix: Neighbor Comment Examples

Written Feedback from Fairway Estates Residents

During the public input process, residents submitted written comments expressing concerns about the Sage Lakes proposal. These comments, including handwritten notes from attendees, helped identify key themes requiring response and analysis.

Sample Comment Themes

From Meeting Attendee: "Home values... will decrease. Crime... schools overloaded. Keep townhomes away... harmony with aesthetic."

This comment captures several core concerns that the presentation addresses through multiple lines of evidence:

- **Property Values:** Addressed through research showing no negative impact from well-designed, owner-occupied developments, plus economic logic of shared builder maintaining quality across all housing types
- **Crime:** Addressed through ownership structure, safety-conscious design features, and precedent from similar communities showing no correlation
- **School Capacity:** Addressed through phased development timeline and recognition that owner-occupied homes attract similar demographics to existing neighborhood
- **Aesthetic Harmony:** Addressed through cohesive architectural design, and enhanced landscaping

Response Philosophy

Rather than dismissing neighbor concerns, the development team has:

1. Taken each concern seriously
2. Sought objective evidence and expert analysis
3. Made design refinements where appropriate
4. Provided transparent, data-driven responses
5. Maintained open communication channels

This approach recognizes that existing residents have legitimate interests in how their neighborhood evolves, while also balancing property rights, market demand, and city planning goals.

Appendix:

Planning Commission Precedents

The Idaho Falls Planning Commission has recently approved multiple projects demonstrating consistent support for townhomes, thoughtful density, and flexible development standards. These precedents establish clear alignment between the Sage Lakes proposal and current planning priorities.

1

June 3, 2025

Creekside Townhomes PUD

- 145 townhome units approved
- 10.4 units per acre density
- Enhanced amenities: pickleball courts, playground
- Integrated creek as open space feature
- Thoughtful buffer design

2

June 3, 2025

Highland Park Plat

- Infill development with attached homes
- Creative design solutions for existing neighborhood
- Efficient use of available land

Commissioner Ihler: "Good example of infill."

Commissioner Meehan: "Applauds... creative solution."

3

July 1, 2025

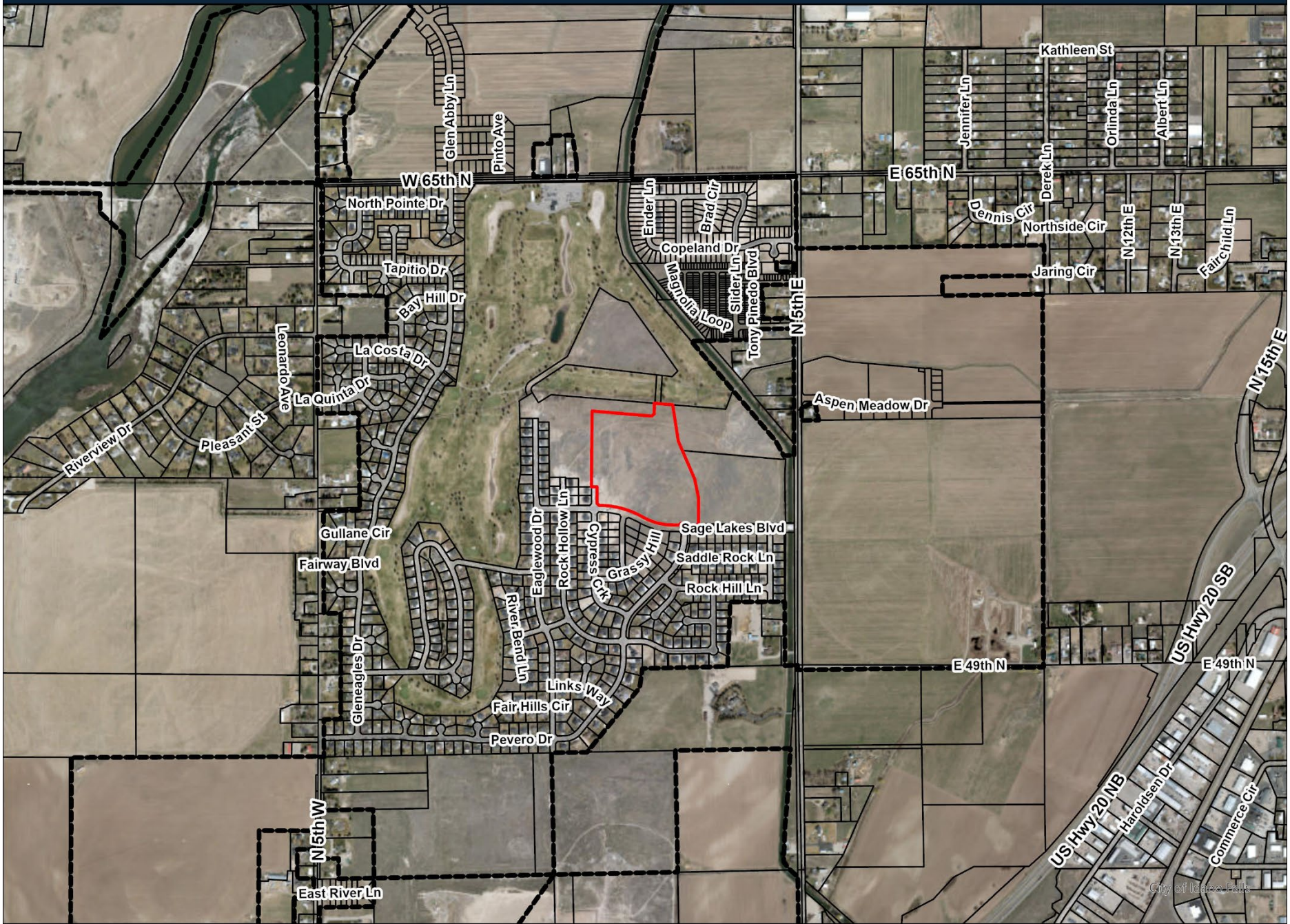
Setback Amendment

- Reduced rear setbacks to 3 feet for alley-loaded homes
- Increased flexibility for diverse housing types
- Enables more efficient land use

Commissioner Meehan: "A step in the right direction [for flexibility]."

Commissioner Ihler: "Maximizes property."

These approvals demonstrate the Planning Commission's recognition that townhome developments, when thoughtfully designed with appropriate amenities and buffers, enhance neighborhoods while addressing critical housing needs. Sage Lakes follows this proven approach at a lower density than Creekside (13.65 vs. 10.4 units/acre).


Aerial
PUD25-003 Sage Lakes PUD
W 65th N
E 65th N
N 5th E
N 5th W
N 15th E
E 49th N
US Hwy 20 SB
US Hwy 20 NB
Kathleen St
Jennifer Ln
Orlinda Ln
Albert Ln
Derek Ln
Dennis Cir
Northside Cir
N 12th E
N 13th E
Fairchild Ln
Jaring Cir
Glen Abby Ln
Pinto Ave
North Pointe Dr
Ender Ln
Brad Cir
Copeland Dr
Magnolia Loop
Slider Ln
Tony Pinedo Blvd
Tapitio Dr
Bay Hill Dr
La Costa Dr
La Quinta Dr
Leonard Ave
Riverview Dr
Pleasant St
Aspen Meadow Dr
Sage Lakes Blvd
Gullane Cir
Fairway Blvd
Eaglewood Dr
Rock Hollow Ln
Cypress Crk
Grassy Hill
Saddle Rock Ln
Rock Hill Ln
River Bend Ln
Links Way
Fair Hills Cir
Pevero Dr
Gleneagles Dr
East River Ln
Harold sen Dr
Commerce Cir
City of Idaho Falls

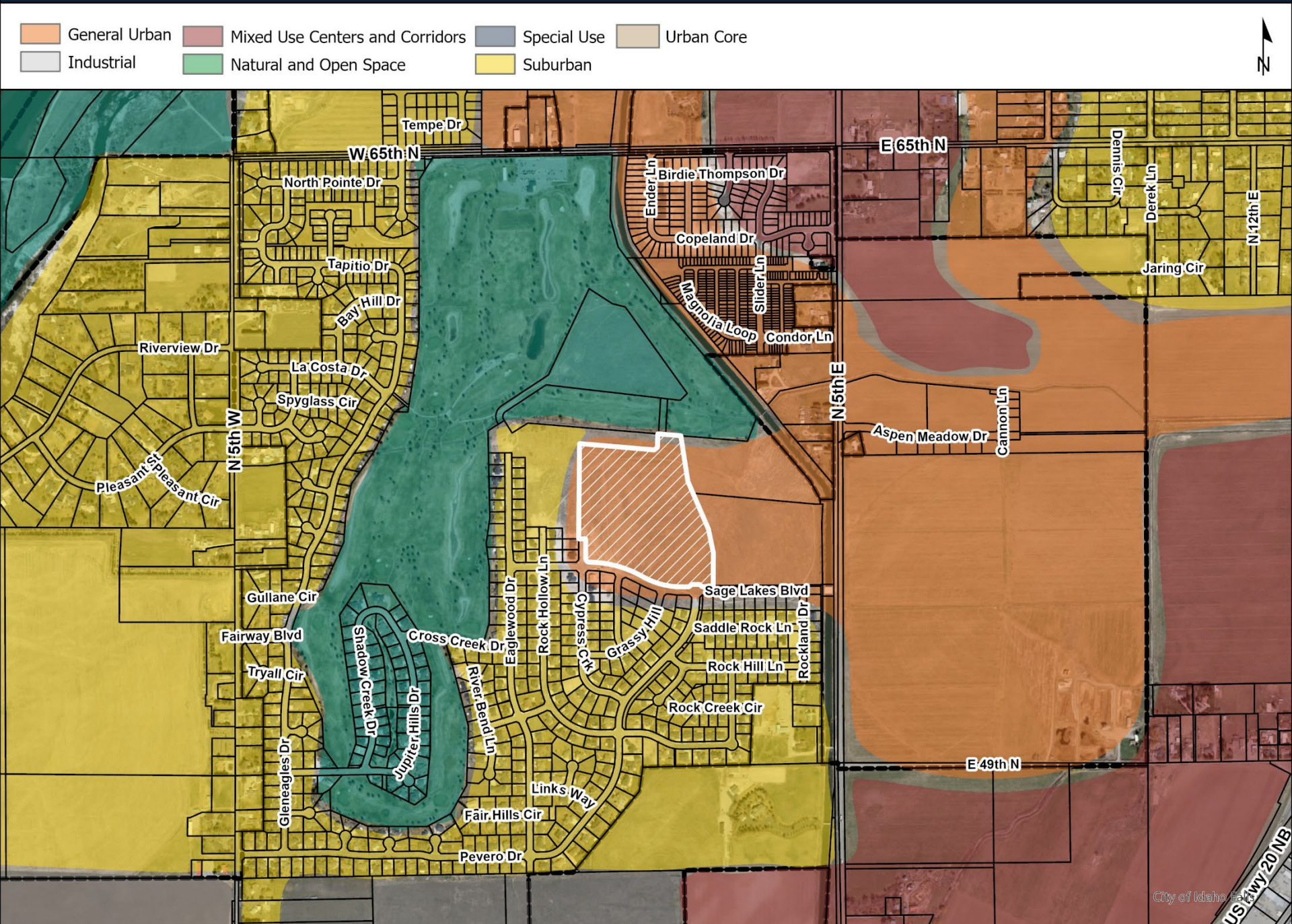
Zoning

PUD25-003 Sage Lakes PUD



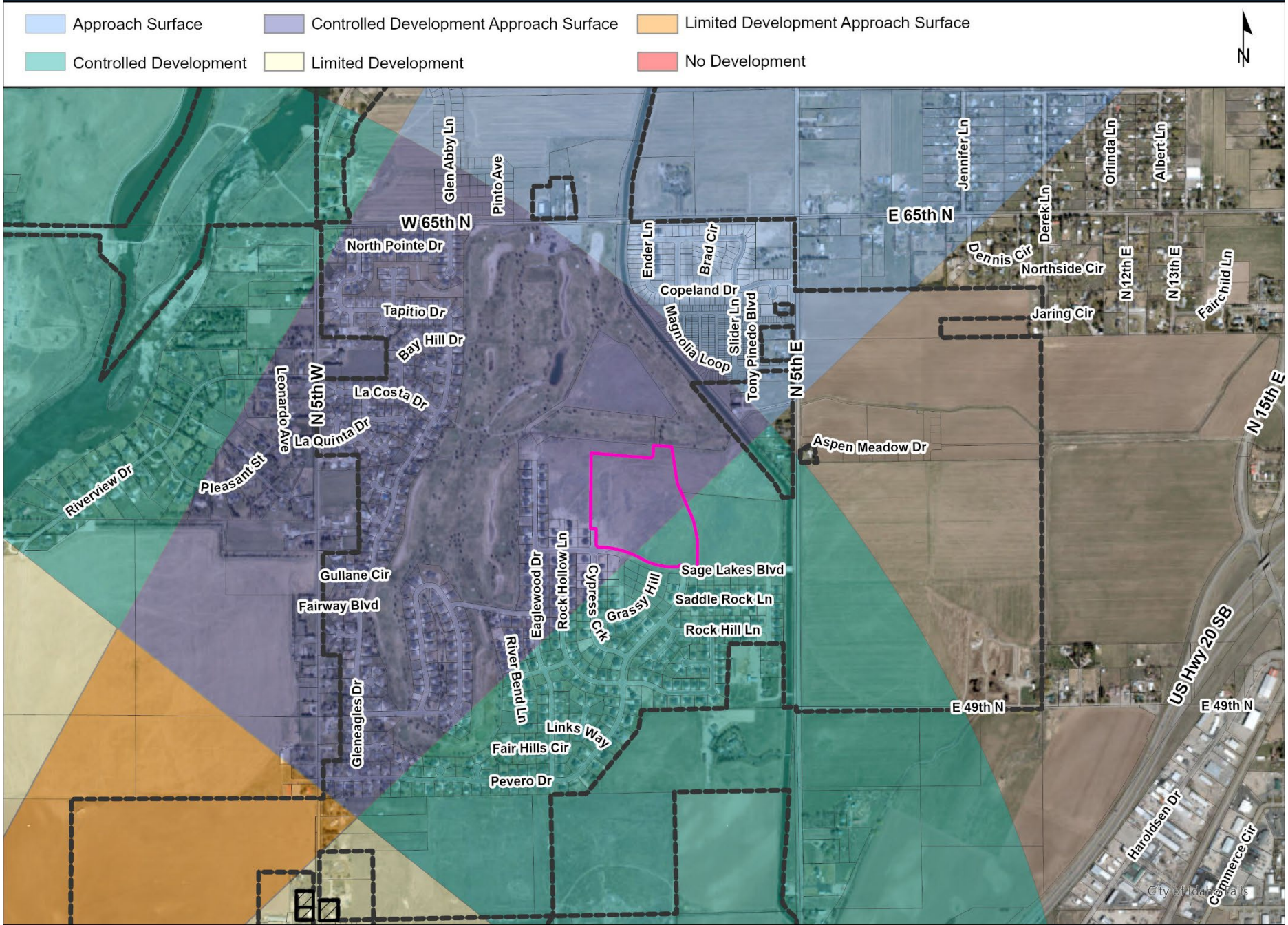
Comprehensive Plan

PUD25-003 Sage Lakes PUD



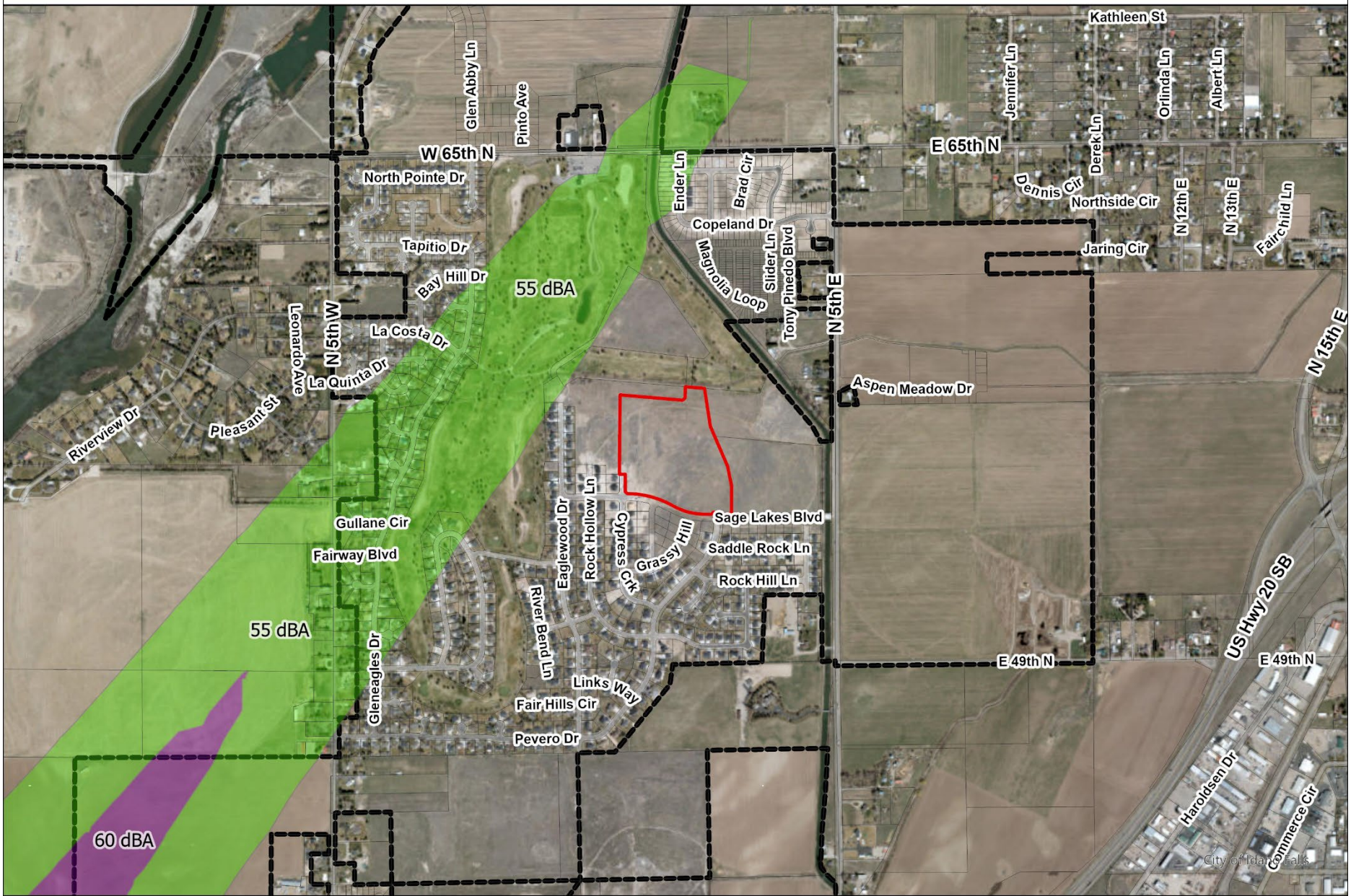
Airport Compatible Land Use

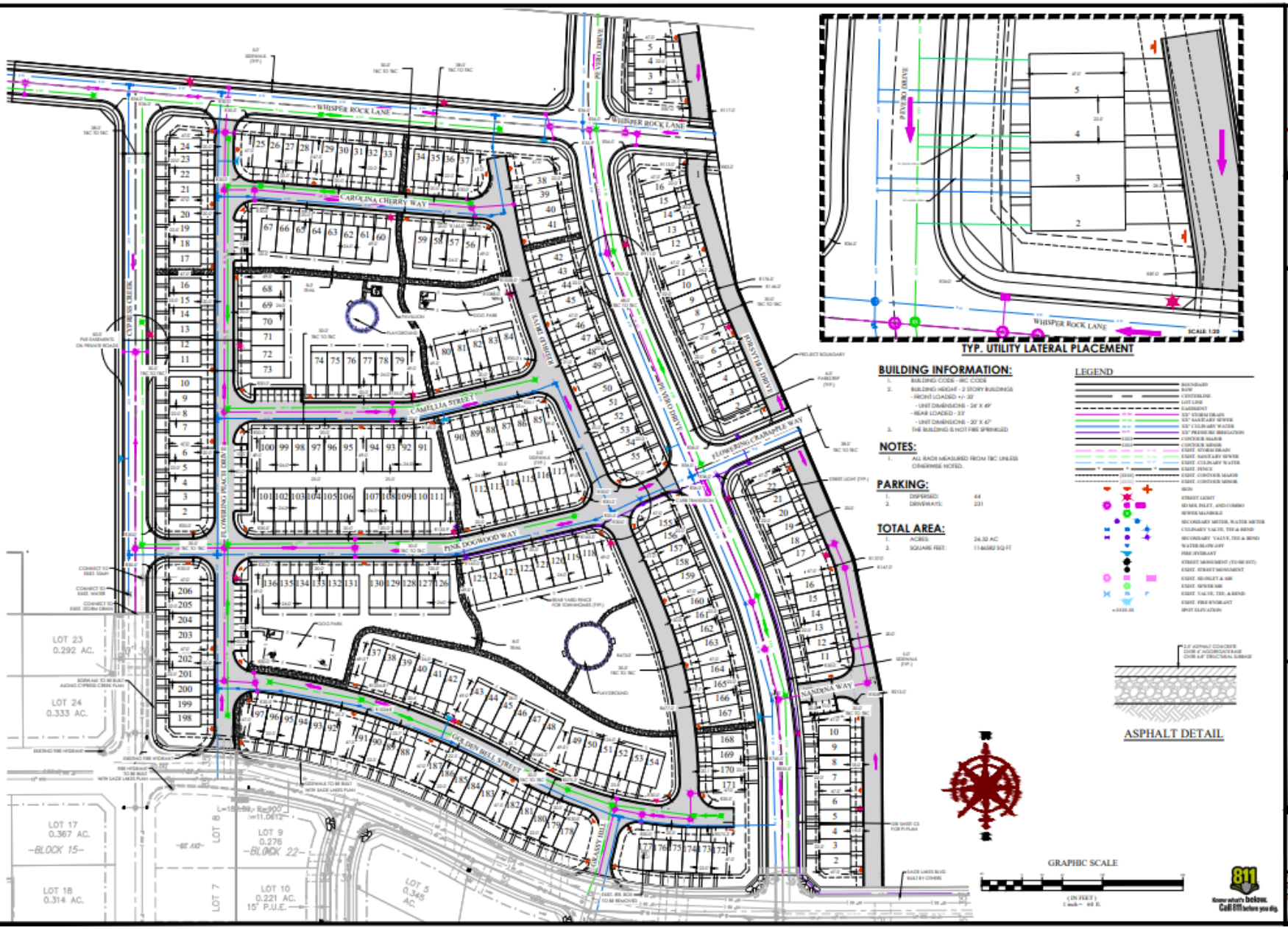
PUD25-003 Sage Lakes PUD



Airport Current Noise Contour

PUD25-003 Sage Lakes PUD





TYP. UTILITY LATERAL PLACEMENT

BUILDING INFORMATION:

1. BUILDING CODE - IRC CODE
2. BUILDING HEIGHT - 2 STORY BUILDINGS
   - FRONT LOADED +/- 30'
   - UNIT DIMENSIONS - 24' X 49'
   - REAR LOADED - 33'
   - UNIT DIMENSIONS - 20' X 47'
3. THE BUILDING IS NOT FIRE SPRINKLED

NOTES:

1. ALL RADII MEASURED FROM TBC UNLESS OTHERWISE NOTED.

PARKING:

1. DISPERSED: 44
2. DRIVEWAYS: 231

TOTAL AREA:

1. ACRES: 24.32 AC
2. SQUARE FEET: 1146582 SQ FT

LEGEND

ASPHALT DETAIL

GRAPHIC SCALE

(IN FEET)

811 Know what's below. Call 811 before you dig.

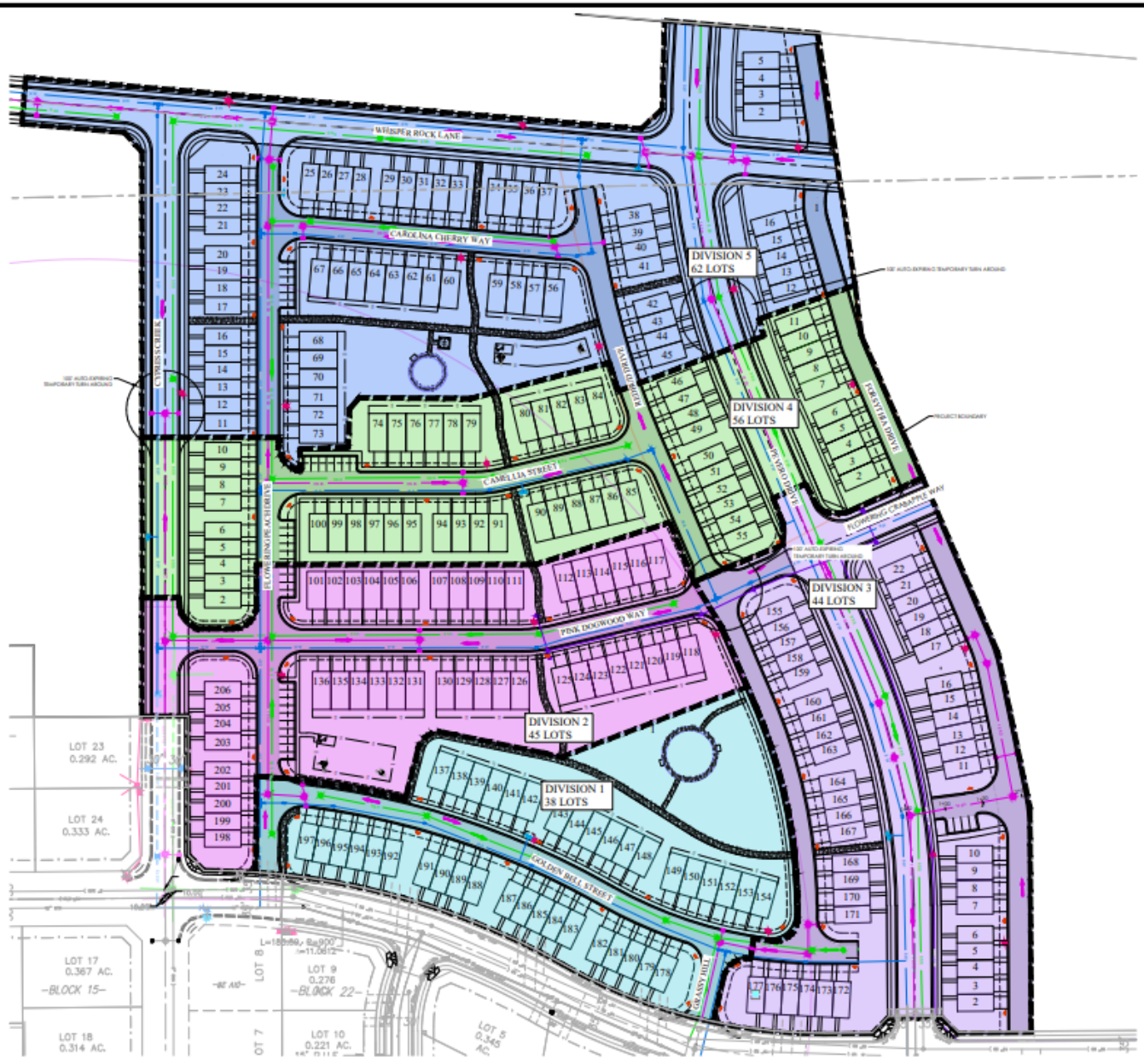
FOCUS ENGINEERING AND SURVEYING, LLC

FOR REVIEW ONLY

SAGE LAKES PUD
IDAHO FALLS
SITE PLAN

SITE PLAN

C3



LEGEND

NOTES:

1. DIVISIONS TO BE DEVELOPED IN NUMERICAL ORDER.
2. TEMPORARY TURNAROUNDS SHOWN HEREON.

PARKING:

1.	DISPERSED:	43
2.	DRIVEWAYS:	245

TOTAL AREA:

1.	ACRES:	24.30 AC
2.	SQUARE FEET:	1146382 SQ FT

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

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4844 W. 2150 S. SUITE 101
MIDVALE, UTAH 84047 PH: (801) 352-0075
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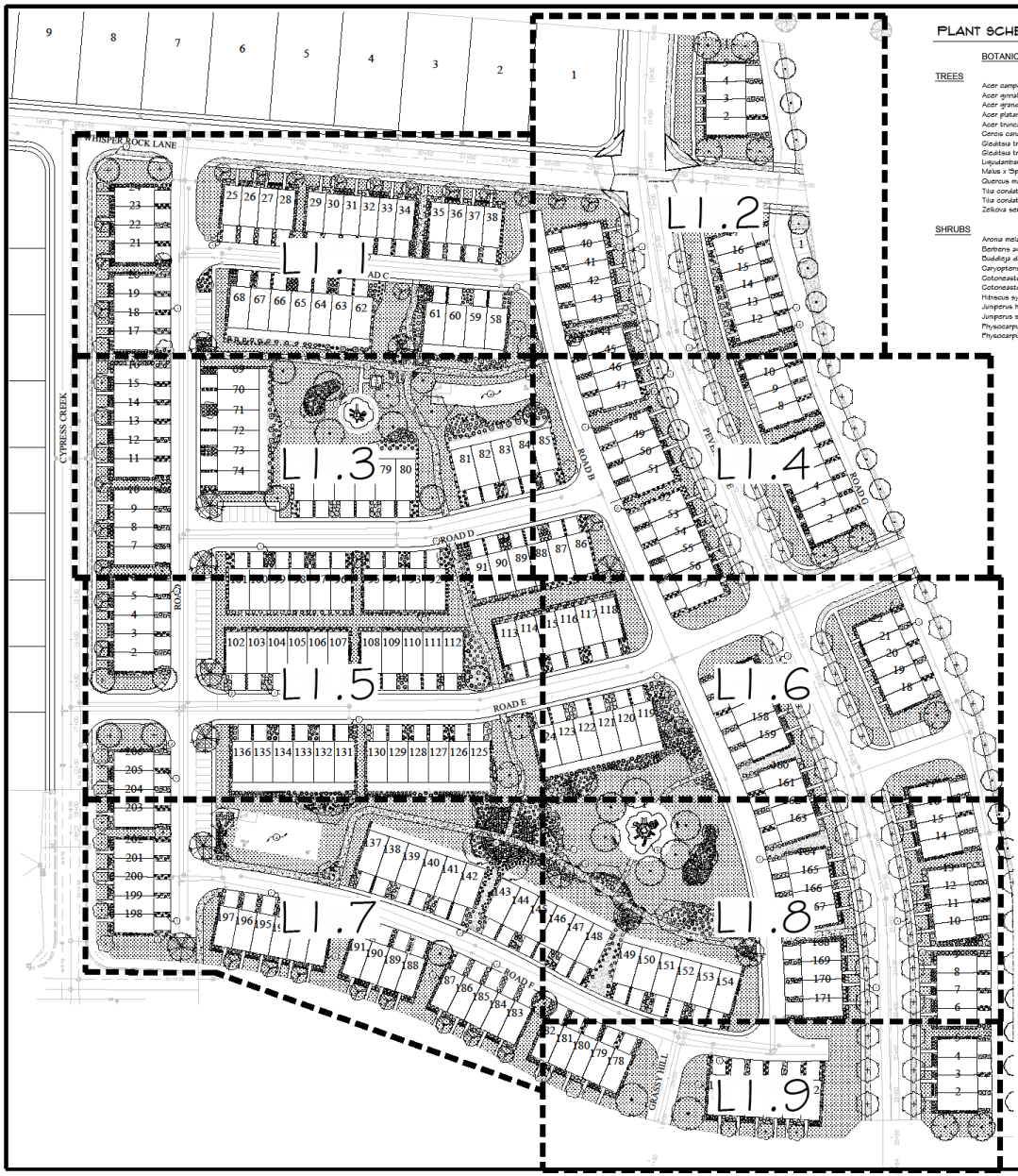
SAGE LAKES PUD
IDAHO FALLS
DIVISION PLAN

DESCRIPTION	DATE

DIVISION PLAN

Scale:	1"=60'
Drawn:	NR
Date:	11/20/23
Job #:	23-5018
Sheet:	C4

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PLANT SCHEDULE

	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	Acer campestre	Hedge Maple	1.5" Cal.
	Acer ginnala	Amur Maple	1.5" Cal.
	Acer grandidentatum	Bigtooth Maple	1.5" Cal.
	Acer platanoides 'Crimson King'	Crimson King Norway Maple	1.5" Cal.
	Acer truncatum x platanoides 'Warrenred'	Pacific Sunset® Maple	1.5" Cal.
	Cercis canadensis 'Forest Pansy'	Eastern Redbud	1.5" Cal.
	Gleditsia triacanthos inermis 'Skycole'	Skyline Honey Locust	1.5" Cal.
	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honey Locust	1.5" Cal.
	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweet Gum	1.5" Cal.
	Malus x 'Spring Snow'	Spring Snow Crabapple	1.5" Cal.
	Quercus macrocarpa	Bur Oak	1.5" Cal.
	Tilia cordata	Littleleaf Linden	1.5" Cal.
	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	1.5" Cal.
	Zelkova serrata 'Green Vase'	Green Vase Japanese Zelkova	1.5" Cal.
SHRUBS			
	Aronia melanocarpa 'Low Scape Hedger'	Black Chokeberry	2 gal.
	Berberis aquifolium 'Compacta'	Compact Oregon Grape	5 gal.
	Buddleja davidii 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	2 gal.
	Caryopteris x clandonensis 'Blue Mist'	Blue Mist Bluebeard	2 gal.
	Cotoneaster apiculatus	Cranberry Cotoneaster	5 gal.
	Cotoneaster dammeri 'Lowfast'	Lowfast Bearberry Cotoneaster	5 gal.
	Hibiscus syriacus 'Antong Two'	Lil Kim® Dwarf Rose of Sharon	5 gal.
	Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	2 gal.
	Juniperus sabina 'Monna'	Calgary Carpet® Juniper	2 gal.
	Physocarpus opulifolius 'Little Devil'	Little Devil™ Dwarf Ninebark	5 gal.
	Physocarpus opulifolius 'Nanus'	Dwarf Ninebark	5 gal.
	Physocarpus opulifolius 'Nugget'	Nugget Ninebark	5 gal.
	Pinus mugo 'Mughus'	Mughus Mugo Pine	5 gal.
	Potentilla fruticosa 'Gollelingor'	Gollelingor Bush Cinquefoil	2 gal.
	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal.
	Rosa shrub 'Knock Out'	Knock Out Rose	5 gal.
	Sorbaria sorbifolia 'Sem'	Sem False Spiraea	2 gal.
	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	2 gal.
	Taxus x media	Anglo-Japanese Yew	5 gal.
	Yucca filamentosa 'Color Guard'	Color Guard Adam's Needle	2 gal.
GRASSES			
	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.
	Carex/hus elatior/aurea 'Hameln'	Hameln Fountain Grass	1 gal.
	Festuca ovina glauca 'Boulder Blue'	Boulder Blue Fescue	1 gal.
	Helictotrichon sempervirens	Blue Oat Grass	1 gal.
	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.
	Pennisetum alopecuroides 'Red Head'	Red Head Fountain Grass	1 gal.
PERENNIALS			
	Hemerocallis muldenlothii	Daylily	1 gal.
	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	1 gal.
	Rudbeckia amplexicaulis	Black-eyed Susan	1 gal.
	Salvia nemorosa 'East Friesland'	East Friesland Meadow Sage	1 gal.
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
GROUND COVERS			
	Poa pratensis	Kentucky Bluegrass	sod

REFERENCE NOTES SCHEDULE

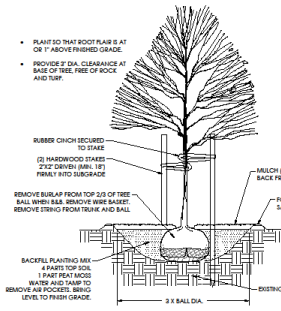
SYMBOL	CODE	DESCRIPTION	QTY
	1	RIVER COBBLE	150,018 sf
	2	STEEL EDGING	
	3	PLAYGROUND STRUCTURE, TBD.	
	4	DOG PARK.	
	5	PAVILLION, TYP. TBD.	
	6	BENCH	
	7	SEAT WALL	
	8	PAVERS, TBD.	

N

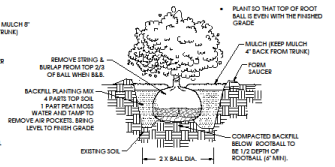
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GRAPHIC SCALE

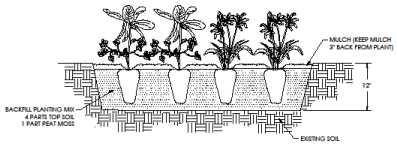
(IN FEET)
1 inch = 60 ft.



A TREE PLANTING & STAKING
NOT TO SCALE



B SHRUB PLANTING
NOT TO SCALE



C PERENNIAL PLANTING
NOT TO SCALE

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FOR REVIEW ONLY

SAGE LAKES
DAHO FALLS

LANDSCAPE PLAN

REVISION BLOCK		
#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

LANDSCAPE PLAN

Scale:	1"=60'
Drawn:	MH
Date:	08/27/25
Job #:	25-5018
Sheet:	L1.0

V:_2025\25-5018 Idaho Falls\Design\25-5018 dwg\sheets\L1.0-L1.09 - LANDSCAPE PLAN.dwg



Site Photo

Upper Left Photo looking North Site Primarily north and East

Lower Right Photo looking East down road that connects to Bridge Site Primarily Northeast.





Site Photo
Looking Southeast




Aerial
PUD25-003 Sage Lakes PUD
N
N 5th E
Sage Lakes Blvd
Saddle Rock Ln
Rockland Dr
Eaglewood Dr
Rock Hollow Ln
Cypress Crk
Lake Ridge
Grassy Hill
Pevero Dr
Cross Creek Dr
City of Idaho Falls

Memorandum

File #: 26-07 **City Council Meeting**

FROM: Emily Geisler, City Clerk
DATE: Monday, January 5, 2026
DEPARTMENT: Mayor's Office

Subject
December 2025 Licensing through the Office of the City Clerk

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

Description, Background Information & Purpose
Attached are reports for the following:

- New Business Licenses (32) issued by the City Clerk's Office in the month of December (This list excludes contractors.)
- Renewed Business Licenses (11) issued by the City Clerk's Office in the month of December (This list excludes contractors.)
- New and Renewed Contractor Licenses (30) issued by the City Clerk's Office in the month of December

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
Licensing through the Clerk's Office supports the City's good governance initiative by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

Interdepartmental Coordination
The City Clerk's Office works with multiple departments during this process. Community Development Services is involved in Contractor licensing, while Fire and Police both contribute to nearly all remaining permits & licenses.

Fiscal Impact
N/A

Legal Review

N/A

powered by Legistar™

December 2025 New Licenses & Permits (excludes contractors)

Name	Number	Type	Status	Date
Moreno	3278883	Additional Dog License	APPROVED	12/10/2025
PowerHouse Tavern	1571864	Alcohol Catering Permit	APPROVED	12/5/2025
The Snakebite	2643170	Alcohol Catering Permit	APPROVED	12/3/2025
Bee's Knees Pub & Catering Co.	1122326	Alcohol Catering Permit	APPROVED	12/5/2025
Bee's Knees Pub & Catering Co.	7516529	Alcohol Catering Permit	APPROVED	12/5/2025
Bee's Knees Pub & Catering Co.	3822447	Alcohol Catering Permit	APPROVED	12/5/2025
Bee's Knees Pub & Catering Co.	8875272	Alcohol Catering Permit	APPROVED	12/5/2025
A Street Soup Market 333 LLC	6771374	Alcohol Catering Permit	APPROVED	12/5/2025
SCI Ventures, LLC/White Horse Bar	7100702	Alcohol Catering Permit	APPROVED	12/5/2025
A Street Soup Market 333 LLC	2675260	Alcohol Catering Permit	APPROVED	12/5/2025
A Street Soup Market 333 LLC	7516506	Alcohol Catering Permit	APPROVED	12/5/2025
Pachangas Mexican Restaurant	8244840	Alcohol Catering Permit	APPROVED	12/5/2025
The Celt	6506823	Alcohol Catering Permit	APPROVED	12/9/2025
The Celt	9340337	Alcohol Catering Permit	APPROVED	12/9/2025
SCI Ventures LLC/White Horse Bar	9159792	Alcohol Catering Permit	APPROVED	12/9/2025
SCI Ventures LLC/White Horse Bar	4493327	Alcohol Catering Permit	APPROVED	12/9/2025
SCI Ventures LLC/White Horse Bar	2977956	Alcohol Catering Permit	APPROVED	12/9/2025
SCI Ventures LLC/White Horse Bar	655457	Alcohol Catering Permit	APPROVED	12/9/2025
Blue Wave LLC	3941594	Alcohol Catering Permit	APPROVED	12/9/2025
Bee's Knees Pub & Catering Co.	2515102	Alcohol Catering Permit	APPROVED	12/9/2025
Bee's Knees Pub & Catering Co.	9434768	Alcohol Catering Permit	APPROVED	12/9/2025
Idaho Farmhouse Ales LLC	8316318	Alcohol Catering Permit	APPROVED	12/15/2025
Calakas Tacos & Miches Mex	341587	Alcohol Catering Permit	APPROVED	12/15/2025
A Street Soup Market 333 LLC	789957	Alcohol Catering Permit	APPROVED	12/16/2025
A Street Soup Market 333 LLC	6292452	Alcohol Catering Permit	APPROVED	12/26/2025
A Street Soup Market 333 LLC	4744449	Alcohol Catering Permit	APPROVED	12/30/2025
Makers Night	7785635	Alcohol Catering Permit Not - For - Profit	APPROVED	12/5/2025
3Z Holdings Inc dba Xhale Resort & Spa	7829078	Alcohol License	DENIED- by Planning & Zoning 4 -3-4 (A-E)	12/15/2025

On The Hook Fish and Chips	3563940	Mobile Food Vender	APPROVED	12/10/2025
Kerrific Trees Llc	9611631	Private Tree Service	APPROVED	12/15/2025
Evans	2713315	Public Transportation Operator	APPROVED	12/10/2025
Ellwood	6262549	Public Transportation Operator	APPROVED	12/24/2025

December 2025 Renewed Licenses & Permits (excludes contractors)

Entity Name	Number	Permit Type	Status	Date
CHINESE GARDEN	8682	Alcohol License	APPROVED	12/3/2025
Infinity Coins	7382805	Other Business License	APPROVED	12/1/2025
Bighorn Auction Co.	2970	Pawn Broker	APPROVED	12/24/2025
A DISCOUNT CAB	5626	Public Transportation Company	APPROVED	12/3/2025
Grandpa's Taxi	6016	Public Transportation Company	APPROVED	12/8/2025
A TO B TRANSPORTATION	10394	Public Transportation Company	APPROVED	12/2/2025
Corey, Donna	7963	Public Transportation Operator	APPROVED	12/10/2025
Potter, Tanya	9430	Public Transportation Operator	APPROVED	12/1/2025
Evans, Michael	2713315	Public Transportation Operator	APPROVED	12/5/2025
7K Metals LLC	8151	Secondhand Precious Metals Store	APPROVED	12/10/2025
Sage Lakes Collections	7935	Secondhand Store	APPROVED	12/10/2025

December 2025 Contractor Licenses & Permits (New & Renewed)

Number	Name	Type	Date
BLDC23-056	Clayco Inc	Bldg Contractor - Class A	12/5/2025
BLDC18-082	New Earth Development Inc	Bldg Contractor - Class B	12/9/2025
1126	Cleary Building Corporation	Bldg Contractor - Class B	12/9/2025
1093	Condie Construction Inc	Bldg Contractor - Class B	12/16/2025
1044	Blake Jones Construction	Bldg Contractor - Class B	12/30/2025
1214	JAB Construction LLC	Bldg Contractor - Class B	12/30/2025
BLDC17-026	R and T Enterprises LLC	Bldg Contractor - Class C	12/5/2025
BLDC16-008	Chris Kent Inc	Bldg Contractor - Class C	12/9/2025
LBC24-047	KCVO INVESTMENTS	Bldg Contractor - Class C	12/1/2025
1622	Elite Roofing Systems	Bldg Contractor - Class D Roofing	12/15/2025
1303	Thomas D Robison Roofing Inc	Bldg Contractor - Class D Roofing	12/12/2025
BLDC18-080	Guy Roofing	Bldg Contractor - Class D Roofing	12/18/2025
BLDC19-030	CCX Roofing LLC	Bldg Contractor - Class D Roofing	12/4/2025
LBC24-058	Centerra Integrated Construction Services, LLC	Bldg Contractor - Reciprocal	12/8/2025
4444	Marroquin Trucking LLC	Right-of-Way Contractor	12/1/2025
LRW24-030	Northern HDD	Right-of-Way Contractor	12/15/2025
3527	Street Division	Right-of-Way Contractor	12/8/2025
3813	R Trucks	Right-of-Way Contractor	12/9/2025
3375	Bateman Hall Inc	Right-of-Way Contractor	12/18/2025
4072	Kershaw Curb and Gutter LLC	Right-of-Way Contractor	12/9/2025
PWRW16-001	Rhodehouse Construction Inc	Right-of-Way Contractor	12/9/2025
2603	Asphalt Maintenance Inc	Right-of-Way Contractor	12/16/2025
4449	Condie Construction Inc	Right-of-Way Contractor	12/17/2025
LRW24-032	Ninja Trucking LLC	Right-of-Way Contractor	12/19/2025
4376	Tech Com Services Inc	Right-of-Way Contractor	12/2/2025
PWRW20-023	Ultimate Excavating Solutions	Right-of-Way Contractor	12/6/2025
PWRW21-019	A and R Corporation	Right-of-Way Contractor	12/12/2025
3146	Golden West Advertising Inc	Sign Contractor	12/8/2025
1875	Blaze Sign and Graphic Design	Sign Contractor	12/18/2025
BLDP16-005	OLS Sprinklers Inc	Specialty Plumbing Contractor	12/9/2025

Memorandum

File #: 26-30 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, January 14, 2026
DEPARTMENT: Public Works

Subject
Development Agreement for Christ Community Church

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Development Agreement for Christ Community Church and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

Description, Background Information & Purpose

This agreement identifies developer responsibilities associated with improvements for the Christ Community Church located at 5742 South 5th West. Major items covered within the agreement include site access, seal coating required on South 5th West, and other utility related items.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☒

This agreement supports the community-oriented results of well-planned growth and development and reliable public infrastructure and transportation by ensuring that new development participates financially in expanding needed infrastructure.

Interdepartmental Coordination

Reviews have been conducted with all necessary city departments to ensure coordination of proposed improvements.

Fiscal Impact

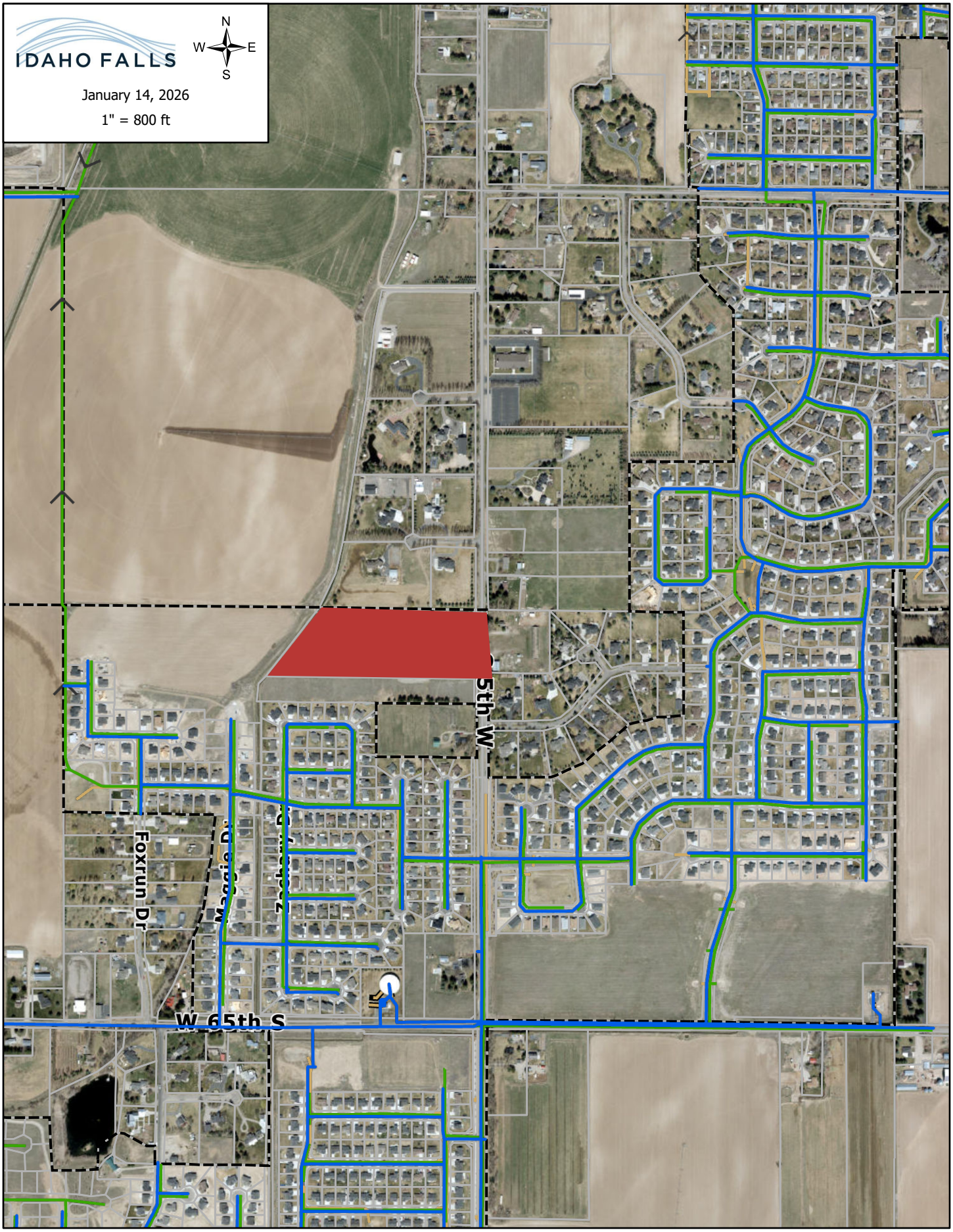
The agreement defines reimbursements for future water and sewer connections and for oversized water and sewer lines. Costs associated with these reimbursements will be paid by the applicable utility.

Legal Review

The agreement was prepared by the Legal Department.

2026-005

Utility Composite Map



DEVELOPMENT AGREEMENT
CHRIST COMMUNITY CHURCH

This DEVELOPMENT AGREEMENT CHRIST COMMUNITY CHURCH ("AGREEMENT"), made this _____ day of _____, 2026, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CHURCH FELLOWSHIP, INC., dba CHRIST COMMUNITY CHURCH, an Idaho corporation, whose mailing address is 5742 South 5th West, Idaho Falls, Idaho 83404 ("DEVELOPER").

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that without the public improvements required

herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines,

storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision

within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER. All fees owed by DEVELOPER are due and payable upon execution of this AGREEMENT unless otherwise specified.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a

portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied

for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

22. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

23. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

24. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

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

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

27. Certification of No Chinese Ownership. Pursuant to Idaho Code section 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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

29. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

30. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Emily Geisler, City Clerk

By _____
Lisa Burtenshaw, Mayor

CHRIST COMMUNITY CHURCH

By _____
Jace Fahnestock, President and Board Chairman

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2026, before me, the undersigned, a notary public for Idaho, personally appeared Lisa Burtenshaw, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 9 day of January, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Jace Fahnestock, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

CHRISTINA M. MAYNE NOTARY PUBLIC Comm. No. 38866 STATE OF IDAHO
(Seal)

Christina M. Mayne
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 2/16/2028

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
CHRIST COMMUNITY CHURCH

A portion of Section 1, Township 1 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:
Beginning at the East Quarter Corner of said Section, said East Quarter Corner being South 0°01'58" East 2658.38 feet from the Northeast Corner of said Section 1, (a city of Idaho Falls Brass Cap monument), thence South 0°01'58" East 440.00 feet, along said section line, thence North 89°24'16" West 1,373.11 feet to the centerline of Gustafson Lateral Canal; thence North 38°12'54" East 555.46 feet, along the centerline of said canal, to the North line of the Southeast Quarter of said Section 1, thence South 89°24'16" East 1029.22 feet, along said North line to the point of beginning.

Also, including:

Beginning at a point that is S 00°01'58" E along the Section line 440.00 feet from the East ¼ corner of Section 1, Township 1 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence S 00°01'58" E along said Section line 160.00 feet; thence N 89°19'19" W parallel with the North line of the South ½ of the Southeast ¼ of said Section 1 a distance of 1428.82 feet to the center line of Gustafson Lateral Canal; thence along said centerline the following two (2) courses: N 44°16'27" E 63.51 feet; thence S 89°24'16" E 1373.11 feet to the point of beginning.

Less and excepting:

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 E.B.M., BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE S 00°02'03" E 599.53 FEET ALONG THE EAST LINE OF SAID SECTION 1; THENCE N 90°00'00" W, 32.21 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY OF 5TH WEST, SAID POINT BEING ON THE SOUTH LINE OF A PARCEL AS DESCRIBED IN INSTRUMENT NO. 1010174 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE N 89°19'24" W, 17.80 FEET; THENCE N 00°02'03" W, 599.85 FEET TO THE EAST-WEST CENTER SECTION LINE; THENCE ALONG SAID CENTER SECTION LINE S 89°23'59" E, 17.67 FEET TO A POINT ON SAID EXISTING RIGHT-OF-WAY; THENCE ALONG SAID EXISTING RIGHT-OF-WAY S 00°02'46" E, 599.87 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL AND THE POINT OF BEGINNING.

EXHIBIT "B"
SPECIAL CONDITIONS

CHRIST COMMUNITY CHURCH

S.C. 1.00 Access to 5th West. DEVELOPER shall coordinate the South Access for this Subdivision to be relocated in the future to align with Spring Meadow Drive. It is recognized the final access cannot be provided at this time. DEVELOPER shall be allowed to construct the temporary access at the south limits of this Subdivision and as shown on the Approved Site Plan. Once the property to the south develops and the final access aligns with Spring Meadow Drive the temporary access at the south limits of this Subdivision shall be removed. All costs for removal of the temporary access shall be at the DEVELOPER's sole expense.

S.C. 2.00 Subdivision Seal Coat. DEVELOPER agrees to seal coat all new asphalt in 5th West.

S.C. 3.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 4.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 5.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Thousand Five Hundred Seventy-five feet (1,575') of Twelve-inch (12") water main line starting at the intersection of Parkpoint Boulevard and 5th West running North to the North property line of Christ Community, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a

certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications.. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the twelve-inch (12") main line which exceeds the costs of materials for an eight-inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 6.00 Reimbursement of Water Main Charges. Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the 5th West right-of-way in which DEVELOPER has constructed a water main line, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any water main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

S.C. 7.00 Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Thousand Five Hundred Seventy-five feet (1,575') of Twelve inch (12") sanitary sewer main line starting at the intersection of Parkpoint Boulevard and 5th West running North to the North property line of DEVELOPER, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all sewer mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the sewer mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve inch (12") main line which exceeds the costs of materials for a eight inch (8") sewer main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 8.00 Reimbursement of Sanitary Sewer Lines. Upon connection of sanitary sewer service to any property owned by any person other than DEVELOPER and fronting upon that portion of the 5th West right-of-way in which DEVELOPER has constructed outside of this Subdivision, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all sewer main connection charges collected by CITY from the owners of such property, pursuant to Section 8-1-23(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any sewer main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

Memorandum

File #: 26-22 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, January 6, 2026
DEPARTMENT: Municipal Services

Subject
Purchase of Firefighter Turnouts

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the purchase of firefighter turnouts from the Sourcewell cooperative purchasing contract 010424-LIO from SeaWestern Fire Fighting Equipment for a total of $140,780.18 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase is for protective ensemble firefighter wear used during emergency calls, known as “turnouts.” Turnouts play a vital role in protecting fire personnel against all the dangers of fire, smoke, cancer causing agents, and other harmful materials and situations.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

This purchase supports the safety and community-oriented result to provide safe and effective equipment for rapid response to emergency calls and situations.

Interdepartmental Coordination

The Fire Department concurs with the recommendation of the award.

Fiscal Impact

Sufficient funding to purchase the firefighter turnouts are available in the approved 2025/26 Fire Department equipment budget.

Legal Review

The Legal Department has reviewed the Sourcewell contract 010424-LIO and confirmed that it was awarded pursuant to a competitive solicitation process and concurs that the Council action is authorized pursuant to Idaho Code §67-2807.

Quote

P.O. Box 51,
Kirkland, WA 98083

SeaWestern Fire Fighting Equipment

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Bill To:	Ship To:
ATTN: ACCOUNTS PAYABLE IDAHO FALLS FIRE DEPARTMENT PO BOX 50220 IDAHO FALLS ID 83405-0220 United States	IDAHO FALLS FIRE DEPARTMENT OFFICE OF FIRE CHIEF 343 E Street IDAHO FALLS, ID 83402

Date	12/29/2025
Customer No.	10301
Quote No.	QUO38231
Sales Rep	Mekel Hofman

Attention	Delivery	FOB	Expires
Wynn Whitmeyer			01/28/2026

Pricing valid for listed quantities
Returns accepted within 30 days of receipt
Restocking fee up to 25% will apply on any non-stock merchandise
Custom orders are non-cancellable, non-returnable
Unless otherwise noted, pricing does not include shipping
3% credit card processing fee for payments over $2,500

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
33	EA	Rainier V-Force Coat	SeaWestern Lion Rainier V-Force Coat - ISODRI System with PBI MAX Outershell, 32“ Length, K7 Glide Thermal Liner with W.L. Gore Crosstech ”Black“ Moisture Barrier, Raglan Sleeve Design, Self Material Coat Cuffs, 3” Yellow Ventilated Triple Trim in New York Trim Pattern, 6“ x 10” Full Bellow Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters)	2,193.20	72,375.60
33	EA	Center Cut Plus	Upgrade Liner to G0 Center Cut Plus Thermal Liner	101.10	3,336.30
33	EA	SF320M	3“ Stormflap with zipper and magnets out	140.33	4,630.89
33	EA	CR236ZM, CLF221Z	Zipper Over the Collar, magnetic closure on throat tab	39.25	1,295.25
33	EA	Wristlet Zipper Liner	Wristlet Zipper Liner Attachment	28.59	943.47
33	EA	HP604	Semi Bellows Handwarmer Pockets with Fleece Lining (Pair) 9x9	77.08	2,543.64
10	EA	RAIN CUSTOM	Mask Pocket FMP530	83.78	837.80
10	EA	CVBM - 35	35” Coat Length	70.68	706.80
33	EA	Rainier V-Force Pant	SeaWestern Lion Rainier V-Force Pant - ISODRI System with PBI MAX Outershell, K7 Glide Thermal Liner with W.L. Gore Crosstech “Black” Moisture Barrier, Contoured	1,534.70	50,645.10

P.O. Box 51,
Kirkland, WA 98083

SEAWESTERN
FIRE FIGHTING EQUIPMENT

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
			Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3“ Yellow Ventilated Triple Trim, 9” x 10“ x 2” Full Below Pocket on Left Side, Tool Pocket on Right Side, Zipper Closure on 2“ Kevlar Belt System, Boot Cut with H-Back Suspenders with Self Fabric Suspender Attachment		
33	EA	Center Cut Plus	Upgrade Liner to G0 Center Cut Plus Thermal Liner	80.07	2,642.31
33	EA	FLY233Z-PLF 004Z	Zipper Liner Attachment	24.94	823.02

Total **$140,780.18**

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Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	LION First Responder PPE, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mark T. Smith 5B7DDCBA48E84BD...
By: _____	By: _____
Jeremy Schwartz	Mark T. Smith
Title: Chief Procurement Officer	Title: President LION Americas
Date: 3/26/2024 | 11:35 AM CDT	Date: 3/26/2024 | 11:16 AM CDT

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RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name:	LION First Responder PPE
Does your company conduct business under any other name? If yes, please state:	LION
Address:	7200 Poe Avenue Dayton, OH 45414
Contact:	Melissa Kirk
Email:	mkirk@lionprotects.com
Phone:	937-266-0869
Fax:	937-415-0869
HST#:	47-1845529

Submission Details

Created On:	Wednesday November 29, 2023 14:37:26
Submitted On:	Wednesday January 03, 2024 14:16:58
Submitted By:	Melissa Kirk
Email:	mkirk@lionprotects.com
Transaction #:	2031f132-8d6c-4ae7-8577-55ddeea9c4c6
Submitter's IP Address:	144.121.190.195

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	LION First Responder PPE, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"	*
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414	*
6	Proposer website address (or addresses):	www.lionprotects.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 mkirk@lionprotect.com 937-266-0869	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 stheodor@lionprotects.com 937-415-2935	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire. Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions: LION Americas, LION Europe, Middle East & Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions). We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50. LION just recently celebrated 125 years of service. Please watch our celebration video to experience our company culture. LION: CELEBRATING 125 YEARS OF SERVICE (youtube.com) https://www.youtube.com/watch?v=-Zcl1JcSN3w LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over	

		the next two decades, we opened regional warehouses and had started operating in the firefighter station uniform market. In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term “StationWear” and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you. THE LION STORY LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after. LION MISSION Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action. LION CULTURE While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers’ expectations. Our solutions are not “cookie cutter” ones. They are as individual and unique as your organization – and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks. LION CORE BELIEFS LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers. Doing What We Promise We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values — like us, they strive to win with integrity. Learning From Everything and Everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers’ needs and exceeding them. Respecting All People We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement. Collaborating To Deliver Solutions We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion’s success. Expecting Nothing Short of Excellence We understand that exceeding our customers’ expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools — this is how we consistently and reliably achieve flawless execution. Being Good Corporate Citizens We extend our sense of leadership to the global communities in which we live and work — we are privileged to give back to those that give so much to us.	*
11	What are your company’s expectations in the event of an award?	To educate the first responder network on the benefits of cooperative purchasing and leverage the relationship and Sourcewell reputation as an industry cooperative purchasing leader and achieve competitive advantage to continue to protect first responders.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	LION First Responder PPE, Inc and LION TotalCare are wholly owned subsidiaries of LION Group, Inc. with total company sales of more than $300M. LION Group, Inc. has positive cash flow and a strong balance sheet. Trade References attached.	*
13	What is your US market share for the solutions that you are proposing?	28-32%	*
14	What is your Canadian market share for the solutions that you are proposing?	35%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	LION has never petitioned for bankruptcy protection	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	LION is best described as a Manufacturer. LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for demonstation and attending LION University for product and process education. *
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	LION holds several licenses from supply chain partners to manufacture products and utilize their branding on the product (ex: WL Gore and Associates, DuPont, PBI) *
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	LION holds the following certifications for various products in our product offering. NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements LION Product Offering: Various models of the following: Structural turnout coats, pants and coveralls. Proximity coats and pants. Structural gloves. Structural boots. Particulate blocking hoods. Structural helmets Proximity helmets NFPA 1951, Standard on Protective Ensembles for Technical Rescue LION Product Offering: TR51 coat and pants. Certified to the optional blood borne pathogen protection requirements. Versa Pro coat and pants. Single layer meeting base requirements. NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting LION Product Offering: Versa Pro coat and pant NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements LION Product Offering: TR51 coat and pants MedPro coat and pants MedPro High Vis also certified to ANSI 107 Bravo Multiple Use Glove NFPA 1975, Standard on Emergency Services Work Apparel LION Product Offering: Several styles of station work uniforms. Shirts and pants. NFPA 2500, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983) LION Product Offering: Several models of Class II harnesses integrated with Structural Fire Fighting Pants NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies LION Product Offering: Several models of MT-94 Several models of ERS

NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents

LION Product Offering:
Several models of MT-94 – Class 2
Several models of ERS – Class 3

NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

LION Service Offering:
Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

Provide training modules for fire departments compliance with 1851.

NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue

LION Service Offering:

Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness
Lion Fire Academy offers online training to various portions of NFPA 1500.

NFPA 1001, Standard for Fire Fighter Professional Qualifications
Several staff members hold Professional Qualifications certifications.

NFPA 1402, Standard on Facilities for Fire Training and Associated Props

LION Product Offering:
Live fire and digital training props and facilities

NFPA 1403, Standard on Live Fire Training Evolutions

LION Product Offering:
Live fire training props

OSHA 2254, Training Requirements in OSHA Standards
Various products to support the training requirements in OSHA 2254

ISO 9001, Quality Management Systems – Requirements
All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)

CTPAT: Customs Trade Partnership Against Terrorism
Certified partner

LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.
Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561)
Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405)
Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580)
Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402)
Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891)
Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857)
Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850)
Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950)
Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards)
ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair)
ASTM E54 Commitete on Homeland Security Applications

19	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	No suspensions or debarment apply to LION.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	RedZone Contaminant Control Package LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures. In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package. The particulate blocking ensemble: · Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble “Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter’s skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC’s PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear.” – DHS FACT SHEET DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk “We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces.” DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet “By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters.” https://verify.ul.com/verifications/237	*
21	What percentage of your sales are to the governmental sector in the past three years	LION sells personal protective equipment through a distribution network. Approximately 5% would be a direct sale to LION..	*
22	What percentage of your sales are to the education sector in the past three years	LION sells personal protective equipment through a distribution network. All documented education sales would be represented in Distribution Partner sales and not direct with LION.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NY State Contract = Approximately $7M NJ State Contract = Approximately $3M NPP = Approximately $12M	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that respresent the entire LION portfolio of products and services.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov Antionio Locascio "Nino" Nino.Locascio@phoenix.gov	602-339-0549 602-380-3003	*
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000	*
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041	*

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
W S Darley & Co	Government	Illinois - IL	NAVY 2K	$250,000	$852,883	*
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	$800,000	$2,608,312	*
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	$2,500,000	$15,020,383	*
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	$1,500,000	$5,171,388	*
Safeware	Government	Maryland - MD	Personal Protective Products	$1,000,000	$3,655,464	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	The LION Sales Team 41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio. Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts. Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement. Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members. Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.	*
28	Dealer network or other distribution methods.	Dealer Network. LION partners with over 200 Distribution Partners. These Distribution Partners employee thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.	*
29	Service force.	LION TotalCare offers care and maintenace of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program. The Denver location offers an exclusive carbon dioxide (CO_2) contaminant cleaning technology. See attachment for additional details on CO_2.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are placed with a LION Distribution Partner. The order is placed by the end user customer with the Distribution Partner with the Sourcewell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcewell member ID. When LION enters the order, the Sourcewell member ID is documented in a specific field used for utilization reporting.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LION has a Customer Sales and Support Team team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LION will provide products and services to Sourcewell participating entities in the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LION will provide products and services to Sourcewell participating entities in Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no identifed restrictions.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no identified restrictions LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners. Our areas of strengths/marketing strategy include the following: LION Core Values & Commitment to Service Team Structure & Support Methodical Approach to Business Market Analysis Customer Segmentation New Product Launch Plans Meaningful Product Differentiation Brand Building Metro Support Distribution Support LION University End-User Outreach Press Releases & Press Coverage Metro Sponsorships Customer Education & Awareness Campaigns Trade Shows Collateral Development Print & Digital Advertising Industry Supplements Videography Digital Platforms (Website, LION Fire Academy) Social Media
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies. LION utilizes a YouTube Channel to share product information and demonstations with our Distribution Partners and End User Cusstomers. https://www.youtube.com/@lionconnects/featured
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Edcuation and Engagement events.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development. LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition. https://www.lionprotects.com/fireacademy
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.
43	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Montgomery County Green Building Certification. This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION’s Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfer Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled. d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper. 5. We strive to minimize material waste. a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes. b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. Lion’s Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3). 9. Lion complies with all environmental laws and regulations in the locations where we operate.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a result of our commitment to research based design and innovation, LION has been awarded mutliple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefigher challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product. These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user: A. Claims made after 60 days from the date of shipment for damage to materials; B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; C.Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; D.Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); F. Damage caused by repair work not performed to factory specification; G.Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion; H.Loss of retroreflectivity of reflective trim due to normal wear or heat exposure; I. Detachment of reflective trim due to thread abrasion or heat exposure; J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear; K. Loss of buttons, snaps, or cuff hem seams
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner. LION does offer a warranty that allows for onsite repairs and technician travel for LION Training Products, offered under a separate Sourcewell contract.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.

52	What are your proposed exchange and return programs and policies?	RETURNS a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items: i. Products that have been worn, laundered, altered or soiled are non- returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission. c. Return of stock goods are subject to a fifteen percent (15%) restocking fee. d. Custom made-to-order products are not returnable.	*
53	Describe any service contract options for the items included in your proposal.	LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program. Programs include: LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping. 1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced. LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facilty and quality standard checks.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Net 30	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcewell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcewell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcewell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, LION will accept p-card procurement at no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10-35% off list. A document stating product category and discount off list price will be uploaded.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	This does not apply to the LION product offering.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders. While LION Training Products are offered on a seperate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination. Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Product Category Turnout Gear 35% off list Turnout Accessories 35% off list Technical Rescue TR51 35% off list USAR/Tech Rescue_Versa Pro 15% off list Med Pro_Emergency Medical Rescue Wear 15% off list Gloves 10% off list Boots 20% off list Helmets 35% off list Hoods 15% off list CBRN 15% off list Maintenace and Cleaning Services 20% off list See uploaded document. Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.	*
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION. LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.	*
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% of sales under the awarded contract	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.	*
73	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.	
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary , the Sizing Team Member will take critical measurements using a tape measure to insure the proper the sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizng Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
7	Protective Clothing	(•) Yes ( ) No	Turnouts and RescueWear. StationWear and Uniforms included in a seperate RFP.
77	Helmets and related accessories	(•) Yes ( ) No	Helmets and helmet accessories.
78	Other related equipment and accessories	(•) Yes ( ) No	Personal Protective Equipment that is demonstrated in the LION documentation included with this RFP.
79	Firefighting apparel and station-wear	(•) Yes ( ) No	StationWear and Uniforms included in a separate RFP.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	( ) Yes (•) No	LION does not offer these products.
81	Cleaning and decontamination service and maintenance	(•) Yes ( ) No	LION TotalCare
82	Firefighting PPE cleaning supplies	(•) Yes ( ) No	LION TotalCare
83	Cleaning equipment for other firefighting equipment and tools	( ) Yes (•) No	LION does not offer these products.
84	Services Related to the equipment described above	(•) Yes ( ) No	LION TotalCare

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, of Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - LION Discount Off List and List Price Documents.zip - Tuesday January 02, 2024 14:43:44
- Financial Strength and Stability - Corporate Trade References 2023.pdf - Tuesday January 02, 2024 14:40:52
- Marketing Plan/Samples - LION Capabilities and Core Beliefs.zip - Wednesday January 03, 2024 10:53:51
- WMBE/MBE/SBE or Related Certificates - LION Certifications.zip - Tuesday January 02, 2024 14:49:28
- Warranty Information - UserGuide_Warranty.pdf - Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- Requested Exceptions - RFP010424 EXCEPTION.pdf - Tuesday January 02, 2024 15:02:14
- Upload Additional Document - LION Additional Documentation.zip - Wednesday January 03, 2024 12:43:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melissa Kirk, Distribution Sales Manager, LION

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☑	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☑	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☑	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☑	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☑	1

Memorandum

File #: 26-24 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, January 8, 2026
DEPARTMENT: Municipal Services

Subject
Replace City Servers

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the quote received from CompuNet, accessing the State of Idaho Contract PADD20210672, for a total of $131,441.19 to replace city servers 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 acquire 4 new rank-mount UCS servers to improve server operational systems. The servers support various city information technology resources, including utility billing, access control and accounting systems. The current servers are four years old and will be rotated to the city's data center at Idaho Falls Power to replace end-of-life servers at this location.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The purchase of the servers supports the good governance community-oriented result by updating city technology resources on a routine basis.

Interdepartmental Coordination

This purchase is in support of the city-wide technology plan.

Fiscal Impact

Sufficient funding is available within the 2025/26 Information Technology division budget.

Legal Review

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

powered by Legistar™

Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR282096

Cisco/ UCS/ City of Idaho Falls

Contract Information
ID, NASPO, AR3227 #PADD20210672

Quote Information:

Quote #: DR282096

Version: 2
Quote Date: 01/12/2026
Expiration Date: 01/29/2026

Prepared for:

City of Idaho Falls

Joseph Nilsson
2086128118
jnilsson@idahofalls.gov

Bill To:

City of Idaho Falls

Accounts Payable
308 Constitution Way
PO Box 50220
Idaho Falls, ID 83402
accountspayable@idahofallsidaho.gov

Ship To:

City of Idaho Falls

Joseph Nilsson
Building Maintenance
981 S. Boulevard
Idaho Falls, ID 83401

CIsco UCS

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
UCS-M8-MLB	UCS M8 RACK MLB	1	$0.00	$0.00	$0.00
DC-MGT-SAAS	Cisco Intersight SaaS Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term | Requested Start Date - 02-Jan-2026 | Requested End Date - 01-Jan-2031	1	$0.00	$0.00	$0.00
SAAS-OTHER	Other Use Case	1	$0.00	$0.00	$0.00
DC-MGT-IS-SAAS-AD	Infrastructure Services SaaS/CVA - Advantage (60 mos x $53.35=$3201.00)	4	$3,201.00	$2,720.85	$10,883.40
SVS-SSTCS-DCMGMT	Solution Support for DC Mgmnt (60 mos x $32.01 =$1920.60)	1	$1,920.60	$1,632.51	$1,632.51
DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License	4	$0.00	$0.00	$0.00
DC-MGT-ADOPT-BAS	Intersight - Virtual adopt session http://cs.co/requestCSS	1	$0.00	$0.00	$0.00
UCSC-C245-M8SX	UCS C245M8 Rack w/oCPU, mem, drv, 2Uw24SFF HDD/SSD backplane	4	$6,440.77	$1,610.19	$6,440.76
CON-SNTP-UCSCM8SX	SNTC-24X7X4 UCS C245M8 Rack w/oCPU, mem, drv, 2Uw24S	4	$5,525.00	$4,696.25	$18,785.00
COMPUTE-OTHER	Compute Other Use Case	4	$0.00	$0.00	$0.00

Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR282096

CIsco UCS

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
UMM-MANAGED	Deployment mode for UCS FI connected Servers in UCSM mode	4	$0.00	$0.00	$0.00
UCS-CPU-A9275F	AMD 9275F 4.1GHz 320W 24C/256MB Cache DDR5 6000MT/s	8	$9,682.98	$2,420.74	$19,365.92
UCSC-M-V5Q50GV2-D	Cisco VIC 15427 4x 10/25/50G mLOM C-Series w/Secure Boot	4	$2,129.26	$532.32	$2,129.28
UCS-M2-240G-D	240GB M.2 SATA Micron G2 SSD	8	$812.18	$203.04	$1,624.32
UCS-M2-HWRAID-D	Cisco Boot optimized M.2 Raid controller	4	$218.70	$54.68	$218.72
UCS-TPM2-002D-D	TPM 2.0 FIPS 140-2 MSW2022 compliant AMD M8 servers	4	$54.04	$13.51	$54.04
UCSC-RAIL-D	Ball Bearing Rail Kit for C220 & C240 M7/M8 rack servers	4	$223.73	$55.93	$223.72
UCSC-BZL-C240-D	C240 M7/M8 Security Bezel	4	$109.34	$27.34	$109.36
CIMC-LATEST-D	IMC SW (Recommended) latest release for C-Series Servers.	4	$0.00	$0.00	$0.00
UCSC-HSHP-C245M8	UCS C245 M8 Heatsink	8	$0.00	$0.00	$0.00
UCSC-BBLKD-M8	UCS C-Series M6 & M8 SFF drive blanking panel	96	$0.00	$0.00	$0.00
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	48	$0.00	$0.00	$0.00
CBL-NVME-C245M8	C245M8 CBL, ON MB CON NEAR RISR3 TO BKPLANE RDRV X2 FNVME X4	4	$0.00	$0.00	$0.00
UCSC-M2EXT-240-D	C240M7 2U M.2 Extender board	4	$0.00	$0.00	$0.00
UCS-MRX64G2RE5	64GB DDR5-6400 RDIMM 2Rx4 (16Gb)	48	$4,761.48	$1,190.37	$57,137.76
UCSC-RIS1A-240-D	C240 M7 Riser1A; (x8;x16x, x8); StBkt; (CPU1)	4	$299.49	$74.87	$299.48
UCSC-RIS2A-240-D	C240 M7 Riser2A; (x8;x16;x8);StBkt; (CPU2)	4	$294.63	$73.66	$294.64

Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR282096

CIsco UCS

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
UCSC-RIS3A-240-D	C240 M7 Riser3A (x8;x8); StBkt; (CPU2)	4	$250.56	$62.64	$250.56
UCSC-PSU1-1600W-D	UCS 1600W AC PSU Platinum (Not EU/UK Lot 9 Compliant)	8	$681.76	$170.44	$1,363.52
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	8	$0.00	$0.00	$0.00
UCSC-CCARD-01-D	Cisco Card Mode BIOS setting for C-Series Servers	4	$0.62	$0.15	$0.60
SFP-H25G-CU5M=	25GBASE-CU SFP28 Cable 5 Meter	8	$253.08	$78.45	$627.60
				Subtotal:	**$121,441.19**

Learning Credits

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
TRN-CLC-000	Cisco Learning Credits (10 Pack)	6	$1,000.00	$0.00	$0.00
				Subtotal:	**$0.00**

Pro-Services Installation Services

Product Details		Qty	Price	Ext. Price
CNet FF - Installation	CompuNet Installation Services/ estimate until SoW is finalized	1	$10,000.00	$10,000.00
Professional services SKUs included in this quote are provided solely for budgetary consideration and are not binding absent a mutually executed Statement of Work. In consideration of such factors including deliverables to be performed, project timelines, and personnel assignments, the Statement of Work fees may differ from those presented in this budgetary quote. In such cases, the fees specified in the Statement of Work will supersede.				
			Subtotal:	**$10,000.00**

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	$0.00	$0.00

Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR282096

Quote Summary

Description	Amount
CIsco UCS	$121,441.19
Learning Credits	$0.00
Pro-Services Installation Services	$10,000.00
Total:	$131,441.19

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed https://compunet.biz/terms-and-conditions/, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Idaho Falls

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Memorandum

File #: 26-29 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, January 13, 2026
DEPARTMENT: Municipal Services

Subject
Replace Asphalt Recycler for Public Works

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the quote received from Bagela accessing the GSA cooperative purchasing contract #GS-30F-001BA for a total of $225,524.29 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 #1533 a 2011 Bagela BA 7000F Asphalt Recycler that has reached the end of its useful life and is scheduled for replacement.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This purchase supports the reliable transportation community-oriented result by replacing Public Works operating equipment.

Interdepartmental Coordination

Public Works concurs with the award recommendation.

Fiscal Impact

Sufficient funding is available within the Public Works, Streets Division 2025/26 Municipal Equipment Replacement Fund (MERF).

Legal Review

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

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Sales Quote

Bagela by pavement recyclers

70 Platt Road
Shelton, CT 06484
Phone (203) 944-0525

DATE: 1/8/26
INVOICE:

PO#:

Sold To:

Brian Cardon
Idaho Falls Public Works
PO Box 50220
Idaho Falls, ID 83405
208-612-8490

Aproximate delivery: November 15, 2026

Item	Description	Quantity	Unit Price	Total Cost
NEW BAGELA BA10000	New standard spec BA10000 Standard Bagela BA10000 Asphalt Recycler Serial Number: TBD Set-up and training assistance at your facility GSA CONTRACT PRICING **GSA CONTRACT # GS-30F-001BA** DPI PROGRAM **Pricing Valid for 60 Days From Date of Issue**	1.00	$216,624.29	$216,624.29
Shipping & Delivery	Shipping from factory and delivery- ESTIMATE	1.00	$ 8,900.00	$ 8,900.00

Sub Total	$225,524.29
Non-Refundable Deposit	
Balance Due Before Shipment	$225,524.29

DELIVERY
TBD

Authorized Signature

Bagela USA Authorized Signature


Bagela
Asphalt Recycler
BA 10000

Memorandum

File #: 26-28 **City Council Meeting**

FROM: Wade Sanner, Director; on behalf of the Idaho Falls Redevelopment Agency
DATE: Monday, January 12, 2026
DEPARTMENT: Community Development Services

Subject
Resolution approving the Eligibility Report for the Narrows Urban Renewal District

Council Action Desired
☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Resolution approving the Eligibility Report for the Narrows Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is a resolution approving the Eligibility Report for the Narrows Urban Renewal District. This is the first step required by Idaho Statute in creating a new urban renewal district. The report reviews the criteria for establishing a district and determines which of the criteria are met for the site. The statute requires that only one of the criteria be met. If the Council approves the report, the Idaho Falls Redevelopment Agency (IFRA) will then be authorized to draft an urban renewal district plan, which will also come back for Council approval. The IFRA board reviewed and approved this report on September 18, 2025. It is now being presented for Council approval.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☒ ☐ ☒ ☐

The policies in the plan are consistent with many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
NA

Fiscal Impact
NA

Legal Review

The Legal Department has reviewed the resolution to ensure it is accordance with applicable law.

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RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY, ALSO REFERRED TO AS THE NARROWS AREA, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on July 6, 1966, the Idaho Falls City Council (the "City Council") and the Mayor of Idaho Falls, Idaho, created the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency;" and

WHEREAS, the City Council, on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings, and establishing the River Commons revenue allocation area (the "River Commons Project Area"); and

WHEREAS, the City Council, on December 11, 2014, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings, and establishing the Eagle Ridge revenue allocation area (the "Eagle Ridge Project Area"); and

WHEREAS, the City Council, on November 9, 2017, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and

establishing the Jackson Hole Junction revenue allocation area (the "Jackson Hole Junction Project Area"); and

WHEREAS, the City Council, on November 10, 2022, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project (the "Pancheri East Bank Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank revenue allocation area (the "Pancheri East Bank Project Area"); and

WHEREAS, the City Council, on March 30, 2023, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Anderson Bush Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3508 on March 30, 2023, approving the Anderson Bush Plan, making certain findings, and establishing the Anderson Bush Plan revenue allocation area (the "Anderson Bush Project Area"); and

WHEREAS, the City Council, on October 26, 2023, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Stanley Boge Urban Renewal Project (the "Stanley Boge Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3548 on October 26, 2023, approving the Stanley Boge Plan, making certain findings, and establishing the Stanley Boge Plan revenue allocation area (the "Stanley Boge Project Area"); and

WHEREAS, the City Council, after notice duly published conducted a public hearing on the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Amended Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3575 on June 13, 2024, approving the Amended Eagle Ridge Plan to deannex approximately 8.4 acres from the existing Eagle Ridge Project Area, making certain findings, and establishing the Amended Eagle Ridge revenue allocation area (the "Amended Eagle Ridge Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Yellowstone Square Urban Renewal Project (the "Yellowstone Square Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3596 on December 12, 2024, approving the Yellowstone Square Plan, making certain findings, and establishing the Yellowstone Square Plan revenue allocation area (the "Yellowstone Square Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Snake River West Urban Renewal Project (the "Snake River West Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3608 on April 10, 2025, approving the Snake River West Plan, making certain findings, and establishing the Snake River West Plan revenue allocation area (the "Snake River West Project Area"); and

WHEREAS, the City Council, after notice duly published conducted a public hearing on the First Amendment to the River Commons Urban Renewal Plan (the "Amended River Commons Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3616 on July 10, 2025, approving the Amended River Commons Plan deannexing approximately 52 acres from the existing River Commons Project Area, making certain findings, and establishing the Amended River Commons revenue allocation area (the "Amended River Commons Project Area"); and

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Riverside Urban Renewal Project (the "Riverside Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3631 on November 25, 2025, approving the Riverside Plan, making certain findings, and establishing the Riverside revenue allocation area (the "Riverside Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Riverwalk Urban Renewal Project (the "Riverwalk Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3636 on December 18, 2025, approving the Riverwalk Plan, making certain findings, and establishing the Riverwalk revenue allocation area (the "Riverwalk Project Area");

WHEREAS, the above referenced urban renewal plans are collectively referred to as the "Existing Plans" and their respective revenue allocation project areas are collectively referred to as the "Existing Project Areas;" and

WHEREAS, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes; and

WHEREAS, on June 18, 2025, the Agency approved a Memorandum of Understanding ("MOU") with Angelo Development, Inc., an Idaho corporation, which inter alia required Angelo Development, Inc. to deposit certain funds to advance fund certain costs and fees related to the preparation and processing of an eligibility report; and

WHEREAS, Angelo Development, Inc. has made the necessary deposit as required by the MOU; and

WHEREAS, the Agency engaged the services of Brad Cramer, Perspective Planning & Consulting LLC, to commence an eligibility study and preparation of an eligibility report of an area approximately 63 acres in size located between the Snake River and Fremont Avenue. The area is generally located east of the Snake River, west of and including Fremont Avenue, north of and including a portion of U.S. Highway 20, and south of Freeman Park (the "Study Area"). All parcels in the Study Area are located within the City limits; and

WHEREAS, the Agency has obtained the Narrows Eligibility Study (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8); and

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, including:

a. predominance of defective or inadequate street layout;
b. need for correlation of area with other areas of by streets and modern traffic requirements;
c. faulty lot layout in relation to size, adequacy, accessibility or usefulness; obsolete platting;
d. unsuitable topography;
e. insanitary or unsafe conditions;
f. conditions which retard development of the area;
g. economic underdevelopment of the area and economic disuse;

WHEREAS, the Study Area is predominantly open space/open land; and

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See*, Idaho Code § 50-2903(8)(c); and

WHEREAS, Idaho Code §§ 50-2018(8), (9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorated area;" and

WHEREAS, the Report addresses the findings concerning the eligibility of open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d); and

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use; and

WHEREAS, the Agency on September 18, 2025 adopted Resolution No. 2025-11 (a copy of which is attached hereto as **Exhibit B**) accepting the Report and authorizing the Chair of the Agency to transmit the Report to the City Council requesting its consideration for the designation of an urban renewal area and requesting the City Council direct the Agency to prepare an urban renewal plan for the Study Area which plan may include a revenue allocation provision as allowed by law; and

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years; and

WHEREAS, the Study Area does not include parcels subject to such consent; and

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area together with the combined base assessment roll values for the Existing Project Areas do not exceed 10% of the current assessed valuation of all taxable property within the City; and

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project; and

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area; and

WHEREAS, it is desirable and in the best public interest that the Agency prepare an urban renewal plan for the area identified as the Narrows or Study Area in the Report located in the city of Idaho Falls, county of Bonneville, state of Idaho.

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

Section 1. That the City Council finds and declares that the above statements are true and correct.

Section 2. That the City Council finds and declares that:

(a) the Study Area described in the Report, attached hereto as **Exhibit A**, is a deteriorated area or a deteriorating area existing in the City as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, and qualifies as an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project;

(b) there is a need for the Agency, an urban renewal agency, to function in accordance with the provisions of said Chapters 20 and 29, Title 50, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan;

(c) the area identified as the Study Area in the Report is determined to be a deteriorated area or a deteriorating area, or a combination thereof, and such area is designated as appropriate for an urban renewal project; and

(d) the rehabilitation, conservation, development and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 3. That the City Council hereby directs the Agency to commence the planning process and to prepare an urban renewal plan for all or a portion of the Study Area, and for consideration of the urban renewal plan by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Chapters 20 and 29, Title 50, Idaho Code, as amended.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____day of _____, 2026.

	CITY OF IDAHO FALLS, IDAHO _____ Lisa Burtenshaw, 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 Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY, ALSO REFERRED TO AS THE NARROWS AREA, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

_____
(SEAL)

_____
Emily Geisler, City Clerk

Exhibit A

The Narrows Eligibility Report

Exhibit B

Agency Resolution No. 2025-11 (without Exhibits)

4929-1300-9770, v. 1

PERSPECTIVE
PLANNING & CONSULTING



The Narrows

ELIGIBILITY REPORT

PREPARED BY

Brad Cramer, MPA, AICP
Perspective Planning & Consulting LLC

PERSPECTIVE
PLANNING & CONSULTING

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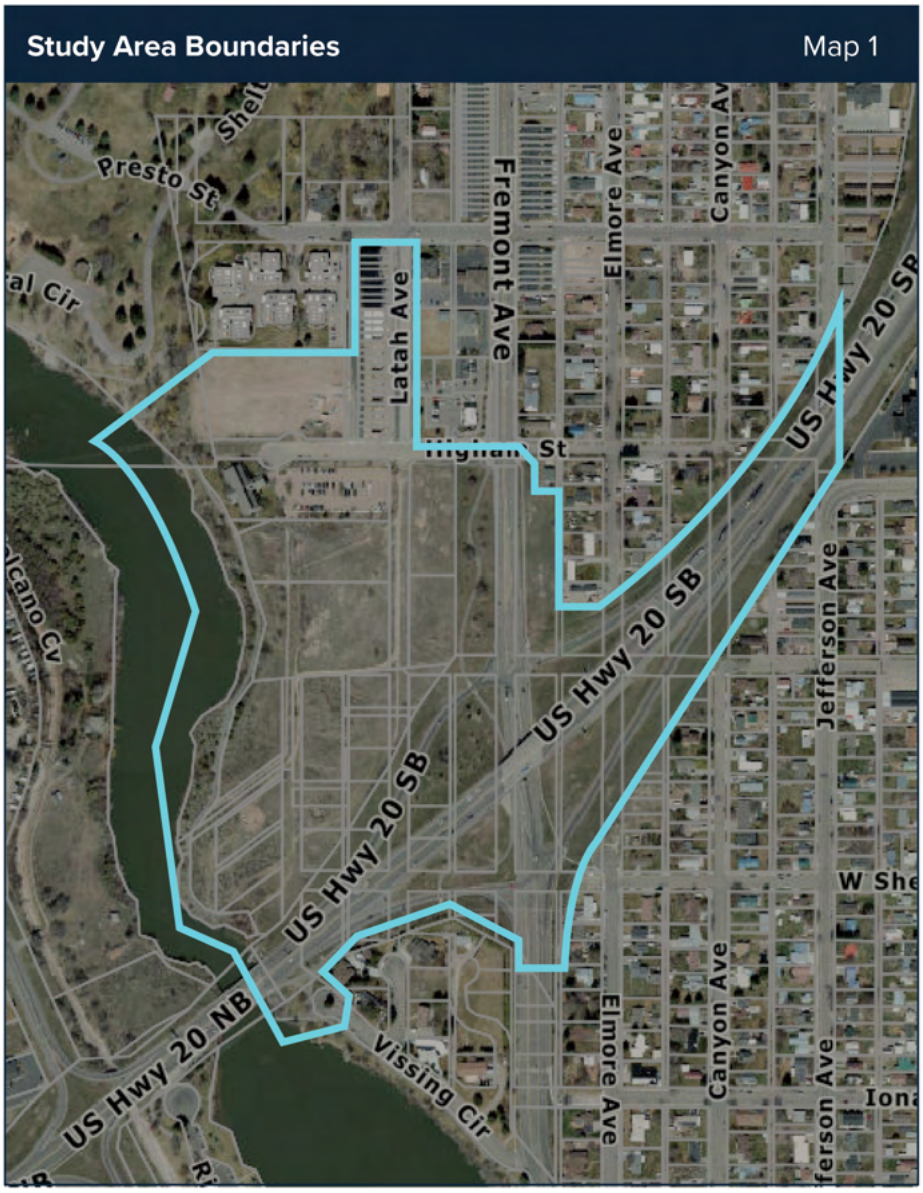
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LAYOUT DESIGN BY

Madison Ronneburg, Graphic Designer
Povey Design Co. LLC.

POVEY DESIGN CO.



Executive Summary

This report is a review of approximately 63 acres located between the Snake River and Fremont Avenue to determine its eligibility to become an Urban Renewal Area (URA) under the Idaho Urban Renewal Law of 1965 and Local Economic Development Act, which are described in more detail in Appendix B. The proposed name for the new district is The Narrows but will be referred to in this report as the Study Area. The Study Area is located generally east of the Snake River, west of and including Fremont Avenue (Fremont), north of and including a portion of U.S. Highway 20, and south of Freeman Park. It includes an approximately 18 acre vacant parcel south of Higham Street and an approximately 2.75 acre vacant site north of Higham Street. The boundaries are shown on Map 1. Rights-of-ways

within the Study Area boundary include Higham Street (Higham) and Latah Avenue (Latah).

The Study Area is known to have surface level basalt, making development expensive and challenging. Installation of utilities, right-of-way facilities, and foundations for buildings will be difficult. There are also platting and connectivity issues caused by prior right-of-way vacations from a very old plat. Ownership issues, which stalled development for many years, have been resolved, but the parcels will need to be adjusted for development. Many of these lots are also inaccessible via a public street, which will need to be addressed to support development. Finally, there is uncertainty surrounding the future of the existing US-20/Fremont Avenue interchange. This currently represents the primary connection for the Study Area to the west.

The Idaho Urban Renewal Law of 1965, which comprises Chapter 20, Title 50 as amended and the Local Economic Development Act, comprising Chapter 29, Title 50 of Idaho Code as amended, outline the statutory criteria for determining whether an area is eligible to become a URA. To be eligible, a site must be determined to be a deteriorating and/or deteriorated area by meeting at least one of these statutory criteria. The review of the Study Area determined that it meets at least one of the criteria and is, therefore, eligible to be an urban renewal project. A summary of the requirements and whether they are met is included below in Table 1. The full analysis of each criterion is included in the main body of the report.

TABLE 1

Summary of Findings

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Substantial Deterioration of Site	✗	There are no older buildings or structures in the Study Area. Infrastructure, for the most part, is in good condition.
Age or Obsolescence	✗	There are no older structures or infrastructure in the Study Area.
Predominance of Defective Street Layout or Inadequate Street Layout	✓	The street layout is a traditional grid, which is appropriate and adequate for the Study Area. However, the southern portion of the 18-acre site is largely inaccessible due to vacated rights-of-way.
Outmoded Street Patterns	✗	The traditional grid pattern is appropriate for the area.

TABLE 1

Summary of Findings Continued

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Need for Correlation of Area with Other Areas of by Streets and Modern Traffic Requirements	✓	There is limited east/west access to the Study Area. It is likely that the main east/west access (US-20) will be either relocated or modified to a local road. As transition occurs, it is critical access to the Study Area be maintained. There is also a need to connect the greenbelt pathways under John's Hole Bridge with a permanent facility rather than the floating bridge.
Faulty Lot Layout	✓	The southern site has seen vacations of rights-of-way that have created undevelopable lots. These need to be resolved for development to occur.
Unsuitable Topography	✓	There is shallow bedrock in the Study Area. There are several areas where the rock is exposed at the surface.
Insanitary or Unsafe Conditions	✓	There are no formal studies of insanitary conditions, but observable concerns including dumping and accumulation of debris and a drainage pipe sending water to the greenbelt path and Snake River.
Diversity of Ownership	✗	Although this was a deterrent in prior years, new ownership has resolved the issues through land purchases.
Tax or Special Assessment Delinquency	✗	This was not evaluated.
Defective or Unusual Conditions of Title	✗	This was not evaluated.
Existence of Conditions Which Endanger Life or Property	✗	There have been some recent adjustments to FEMA flood maps which put some of the Study Area in a new flood zone, the zone is still only a 0.2% annual chance of a flood event.
Impairs or Arrests the Sound Growth of a Municipality	✗	The municipality and sites within the area have continued to grow. The Study Area is fairly isolated, with limited impact on the growth of the rest of the municipality.
Retards Development of the Area	✓	Shallow bedrock is a major deterrent to development in the Study Area. It is also challenged by poor accessibility and inadequate platting.
Economic Underdevelopment and Economic Disuse	✓	See comments above.



Background Information

IDAHO FALLS REDEVELOPMENT AGENCY

The Idaho Falls Urban Renewal Agency (Agency) is the urban renewal agency of the City of Idaho Falls. The Mayor, with the confirmation of the City Council, has appointed seven individuals to the Idaho Falls Redevelopment Agency:

Lee Radford, *Chair*
Brent Thompson, *Vice-Chair*
Terri Gazdik, *Secretary*
Lisa Burtenshaw
Christopher Harvey
Chris Pelkola-Lee
Karl Casperson

The Agency, originally created on July 6, 1966, was re-established by the Mayor and Council on October 20, 1988, for the purpose of eliminating blight in the Snake River Urban Renewal District (formerly Lindsay Boulevard Urban Renewal District). The Snake River Urban Renewal District expired in 2018. The Pancheri-Yellowstone Urban Renewal District ("Pancheri District") was terminated after eleven years in 2019. The Agency now administers eight urban renewal/revenue allocation areas: River Commons, Eagle Ridge, Jackson Hole Junction, Pancheri East Bank, Anderson Bush, Stanley Boge, Yellowstone Square and Snake River West. Three other urban renewal areas are currently being considered, Riverside, Willow Creek, and Riverwalk.

Wade Sanner, Director of Community Development Services (CDS) for the City of Idaho Falls, serves as the Executive Director of the Agency with assistance from Brian Stevens. Meghan Conrad with Elam & Burke, P.A. is the legal counsel. Brad Cramer, with the assistance of the CDS staff, has been engaged to prepare an eligibility report to determine if the Riverside Study Area meets the criteria for consideration as an urban renewal area (URA).

Urban Renewal Background Information

In response to federal programs funding redevelopment of “blighted” urban areas in the mid-twentieth century, Idaho passed the Idaho Urban Renewal Law of 1965. The law authorized Idaho Municipalities to identify deteriorating areas within their communities and to use federal grant monies to improve and, if necessary, redevelop these areas. Support for such federal expenditures dissipated and eventually ended in the early 1970’s. With the loss of federal support, states needed another tool to assist cities to redevelop deteriorating areas and to participate in the economic vitality of their communities. Idaho cities have a significant financial challenge in responding to the infrastructure demands of growth along with the on-going need to maintain the existing physical plant in good repair. Idaho cities face stringent constitutional limitations and near total dependence upon state legislative action to provide funding. An Idaho city’s access to funding sources and the ability to employ effective financing mechanisms such as general obligation bonding severely constrain capital investment strategies.



Tools available to cities in Idaho Code Title 50, Chapters 20 and 29, the Urban Renewal Law of 1965 and the Local Economic Development Act, respectively, are some of the few available to assist communities in their efforts to support economic vitality. New sources of State support, such as Community Infrastructure Districts (CIDs) are available but still largely untested, thus the Idaho Falls Redevelopment Agency’s on-going interest in exploring the potential for establishing additional urban renewal/revenue allocation areas is appropriate.

PURPOSE OF THE REPORT

The purpose of this report is to determine if the Study Area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2018(8), (9), and 50-2903(8), for a URA. This report is the first step to assist the Idaho Falls City Council determine if there is a need for creating a URA in a portion or all of the Study Area. To be eligible, a proposed URA need only meet one of the criteria in the statute. A complete list of all steps required to create a URA, and list of eligibility criteria is included in Appendix B.



History of the Study Area

The Study Area includes approximately 63 acres and is located generally east of the Snake River, west of and including Fremont Avenue (Fremont), north of and including a portion of U.S. Highway 20, and south of Freeman Park. There are two main developable areas within the boundary. The first is an approximately 18-acre parcel located between Higham Street and U.S. Highway 20. This area was part of the Highland Park subdivision, originally platted in the early 1900's. The remnants of changes to the land and plat, including vacant right-of-way are evident by the parcel lines on the southern portion of the site. More recently it was part of a Planned Unit Development (PUD) called The Narrows that was never built. There was also a plat recorded in 2025 on the northern portion which rededicated Latah and created 5 developable lots.

The second developable area is approximately 3-acres north of Higham St. This area is described in the Bonneville County Parcel Viewer as part of the Park Village plat, which was part of the condominium development to the immediate north, but this portion of the project never developed. The remainder of the boundary includes an ongoing townhome development, greenbelt pathway, a portion of the Snake River, and various rights-of-way that will be described in greater detail in other portions of the report.



Current Conditions In The Study Area

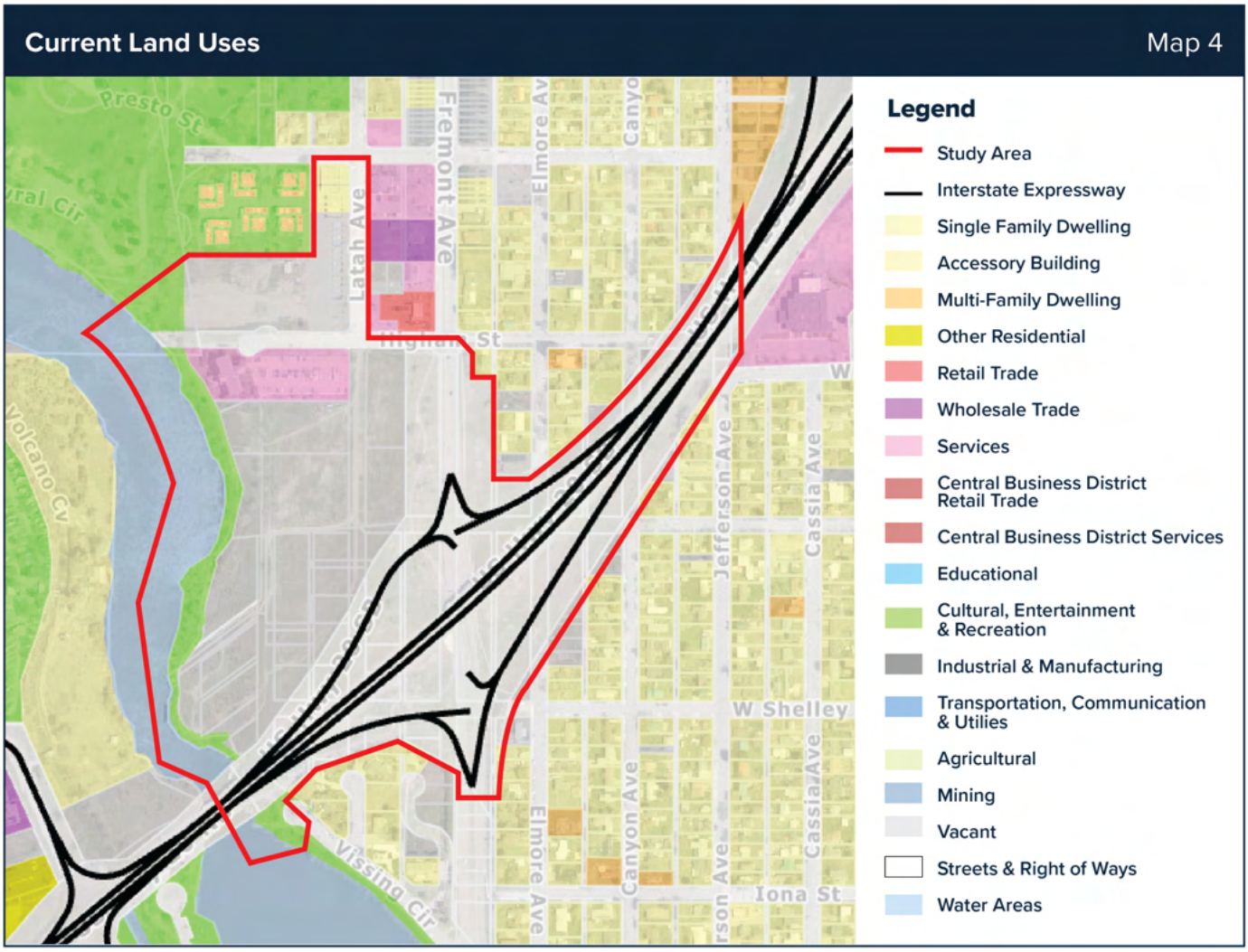
TOPOGRAPHY & GEOLOGY

Map 2 shows the surface terrain of the Study Area and surrounding lands. There are some variations in elevation, with the site generally being higher on the east end and lower on the west. Elevation changes are most pronounced where the 16-acre site adjoins the city's pathway on the west. At this point, there are steep changes in elevation and the site is significantly higher than the pathway. This is also where evidence of the underlying basalt is most obvious. Rock is highly exposed along the western boundary. Map 3 shows the USGS designations. Most of the Study Area is within the Polatis-Rock outcrop complex which is characterized by shallow basalt making even shallow excavations challenging and expensive.



LAND USES & STRUCTURES

Most of the Study Area is vacant land, but there are several structures. There is a two-story office building and adjacent parking lot on the west side of the 18-acre site. As noted previously there are also townhomes being developed on the west side of Latah. Other land uses within the Study Area boundary include the Snake River, riverwalk, and the US-20/Fremont interchange. In the surrounding area, most of the uses are residential, with a mix of newer townhomes and older single-unit detached units to the east of the Study Area. There are also older condominiums and single-family homes north along Latah. Further north is Freeman Park and the Idaho National Laboratory's Research and Education Campus. To the south, the Study Area is separated from other development by the Snake River and the US-20/Fremont interchange, although

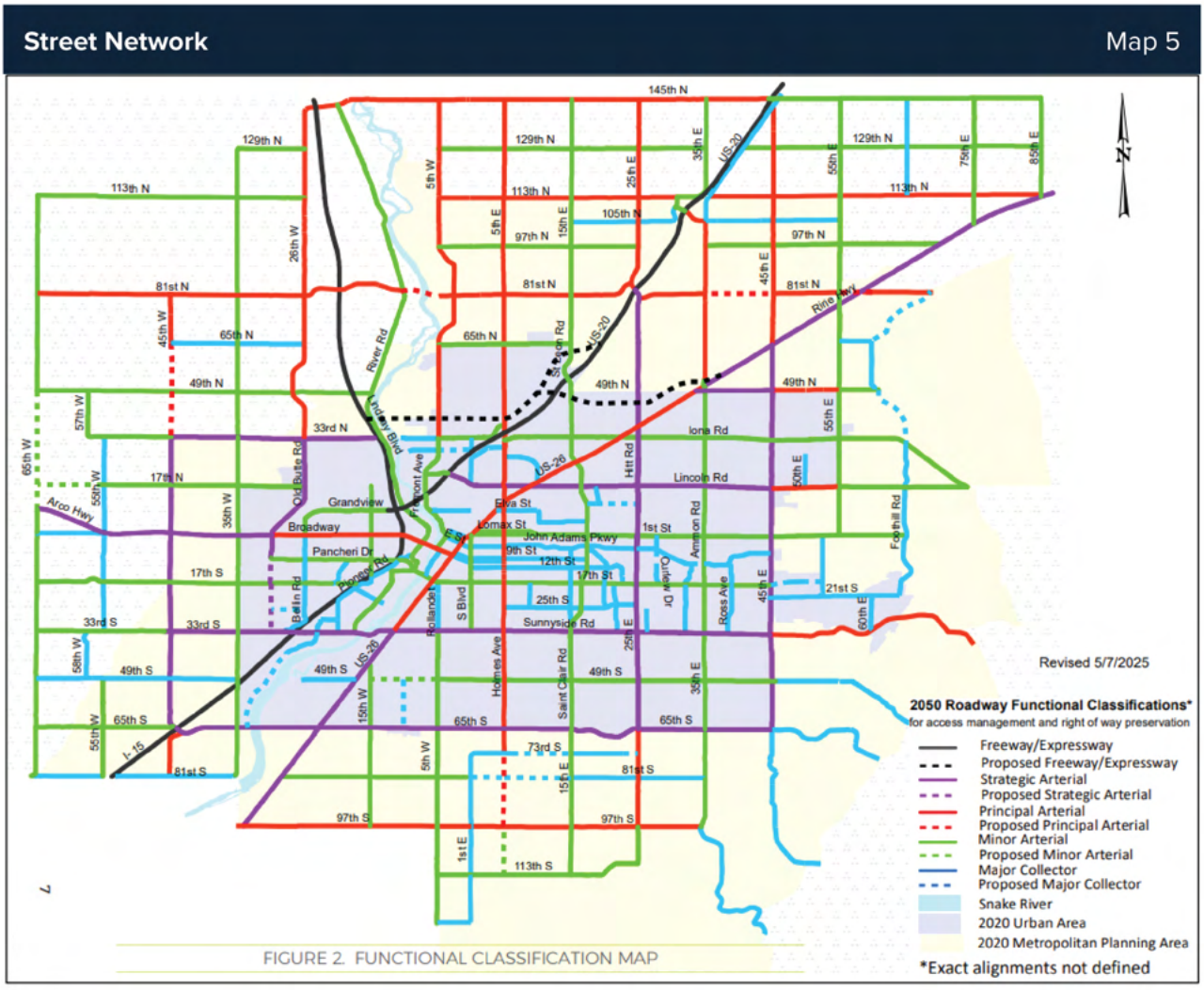


several single-unit homes do exist immediately south of the interchange. To the west is the Snake River. On the west side of the river the land is largely undeveloped immediately along the riverbank. Current land uses are shown on Map 4.

STREETS

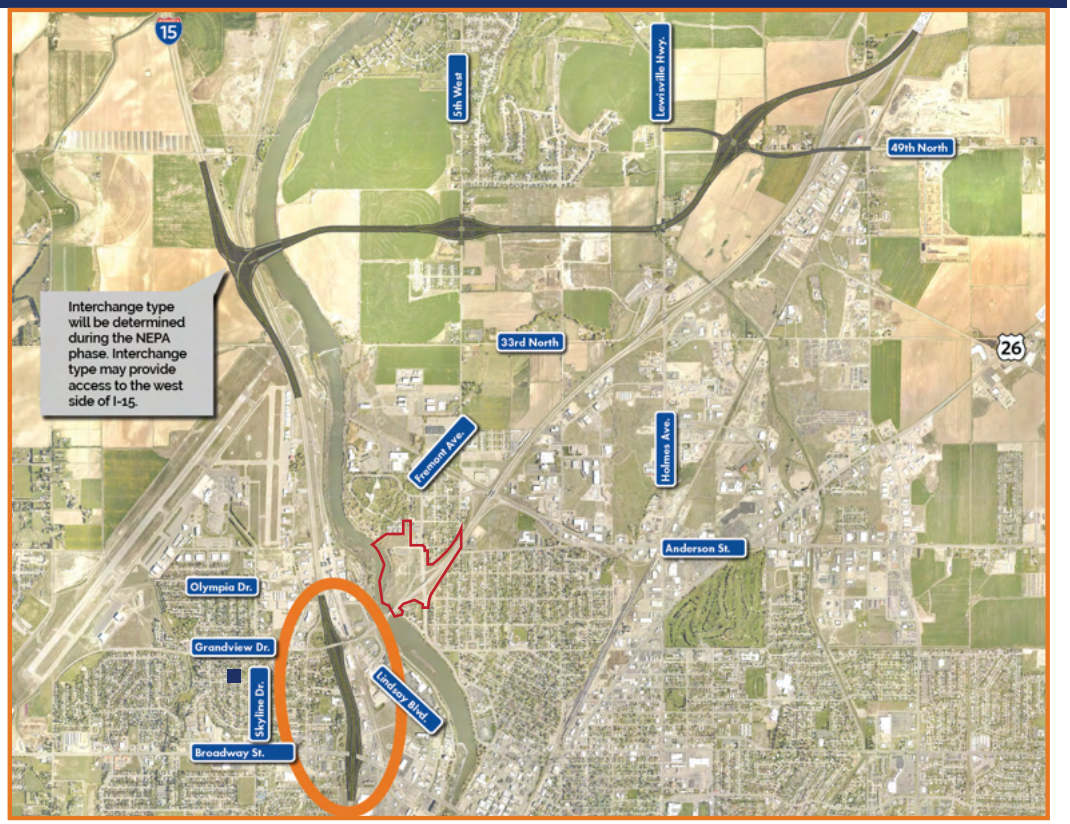
There are several roadways within the Study Area. Higham and Latah are local roads providing access to the developable areas as well as existing uses nearby. Fremont is the only arterial road within the Study Area and is classified as a minor arterial for this portion. Further north, it changes to a principal arterial. The US-20/Fremont interchange is also included in the Study area and functions as the primary east/west connection for the broader area, especially across the river. Further north outside the Study Area, there are other east/west arterial roads including Science Center/Lincoln and Iona Road. The street network is shown on Map 5.

Within the Study Area the roads that are built are generally in good condition. There is, however, a major point of uncertainty related to the interchange. For several years, the Idaho



Transportation Department (ITD) has been considering several options to rebuild or relocate the interchange to accommodate growth and increased traffic at the US-20/I-15 interchange to the southwest of the Study Area. There are currently two alternatives still under consideration: E3 and H2. These are shown in the images on the following pages. H2 has been identified by ITD as the preferred alternative, but the Federal Highways Administration (FHWA) has not made a final determination. Each alternative has major implications for the Study Area in different ways. As shown in the image for E3, the new alignment of US-20 would divide the 18-acre parcel, substantially reducing the developability of the land. H2, on the other hand, would relocate US-20 further north, outside of the Study Area. Although this option leaves the developable parcel intact, there are other implications yet unknown or undecided, including what happens to the existing US-20 right-of-way and the US-20/Fremont interchange. Both alternatives also have implications on the future designation of Fremont. The Bonneville Metropolitan Planning Organization (BMPO), City of Idaho Falls, and ITD are continuing to evaluate options for this scenario.

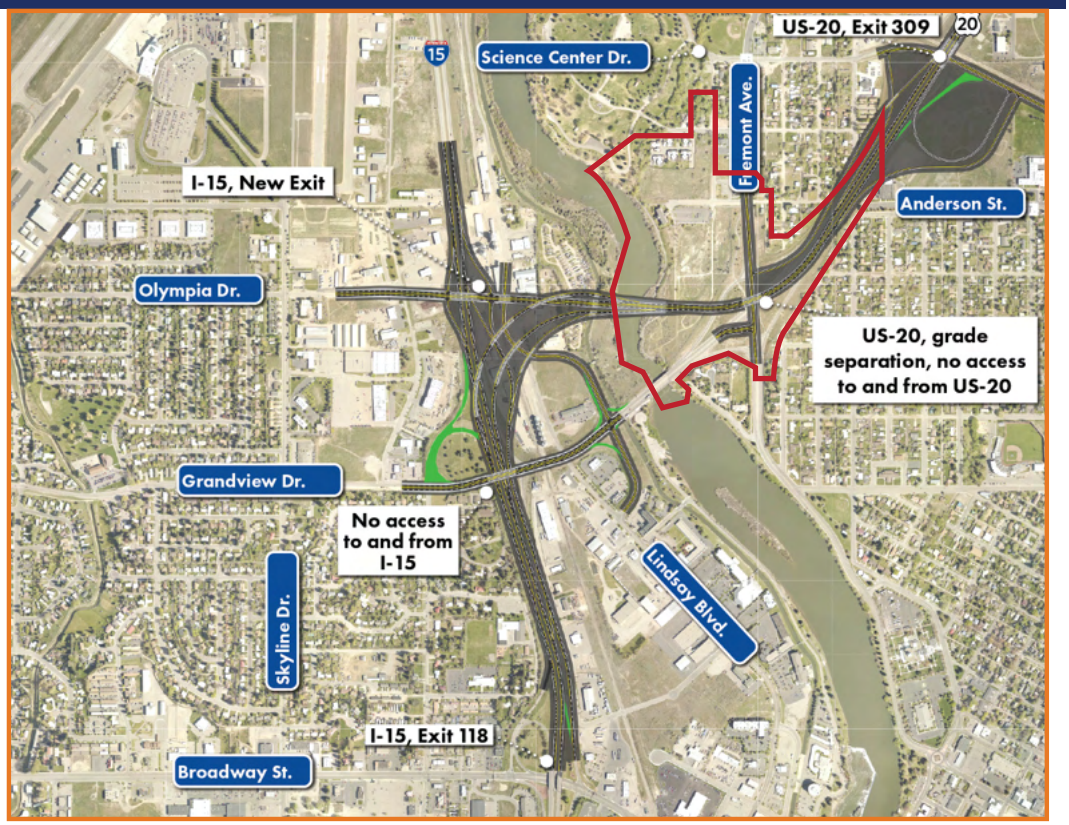
Alternative H2 — Recommended For Consideration



Map Legend

- Roadway
- Structure
- Study Area

Alternative E3 — Recommended For Consideration



Map Legend

- Roadway
- Structure
- Roadway Obliteration
- Study Area

In addition to streets, bicycle and pedestrian connectivity is also important to review, especially in an area which is intended to be dense and walkable. In general, the area is well connected to the City's larger pathway network mainly through the greenbelt pathway system. However, there is one important seasonal connection gap. The pathway on the west side of the Study Area is a key connection between the main riverwalk around the falls and the path around Freeman Park. There is a floating bridge that connects the riverwalk under John's Hole Bridge to the path in the Study Area. The floating bridge, however, is only installed for a few months in the summer and early fall. When it is not in place, users of the system must utilize a separate path that crosses both the northeast bound off-ramp and the southwest bound on-ramp for US-20. There is a crosswalk and signage to alert drivers to the potential presence of pedestrians and cyclists. During peak hours, however, this can be a challenging pathway connection due to the high volumes of fast-moving traffic on the ramps.

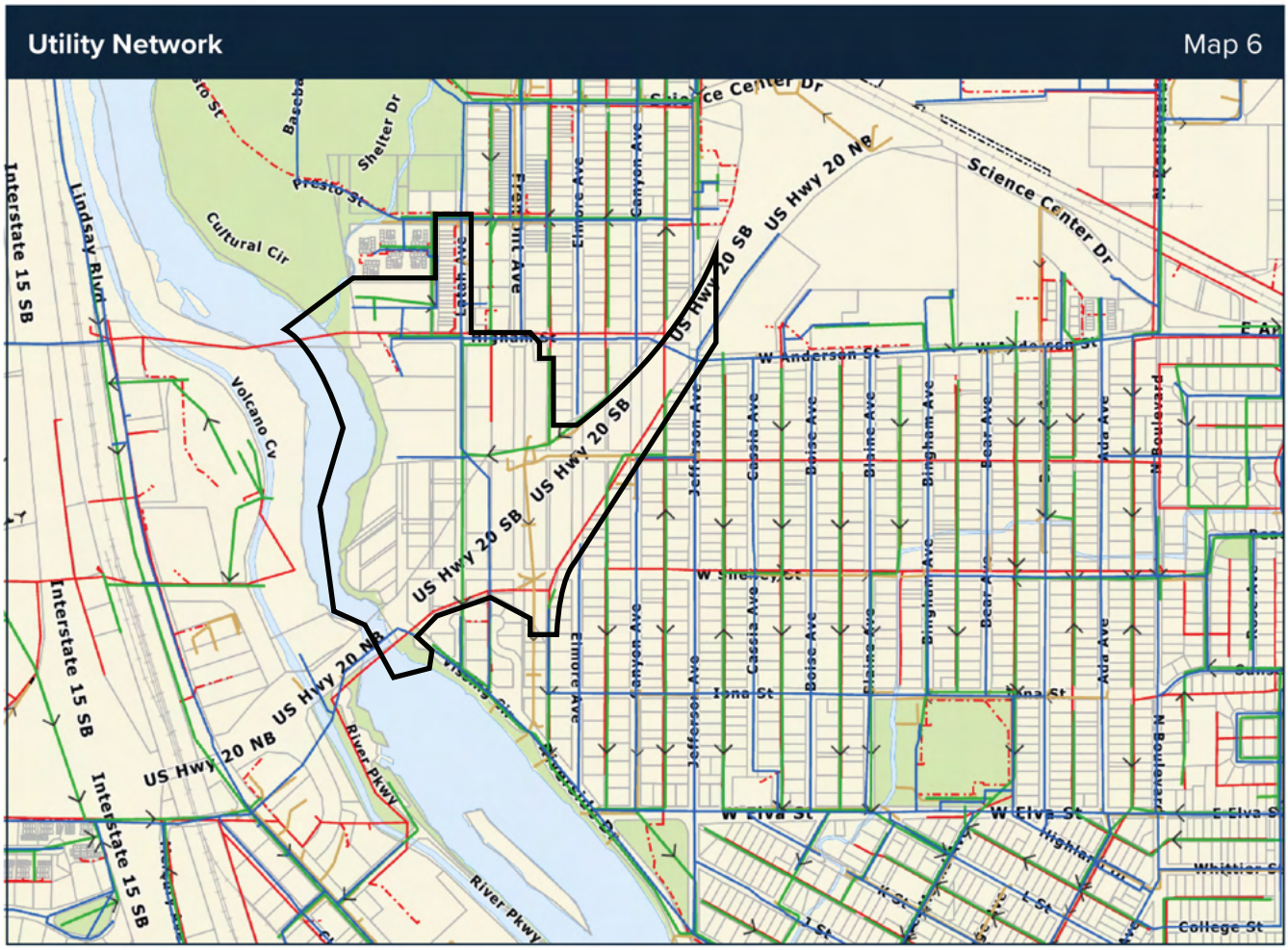




LOT LAYOUT

Lot layout for the smaller site is straight-forward. It is a portion of a single, large lot that was platted for the condominium development to the north. The larger parcel, however, although platted, is much more challenging. As previously noted, it was part of an older plat called Highland Park, which was a standard approach with 25x125-foot lots and standard streets and alleys. At some point, the streets and alleys were vacated and broken up among several owners. The land has now been assembled under a single ownership, but it may take additional platting to clean up parcel lines and establish new rights-of-way.

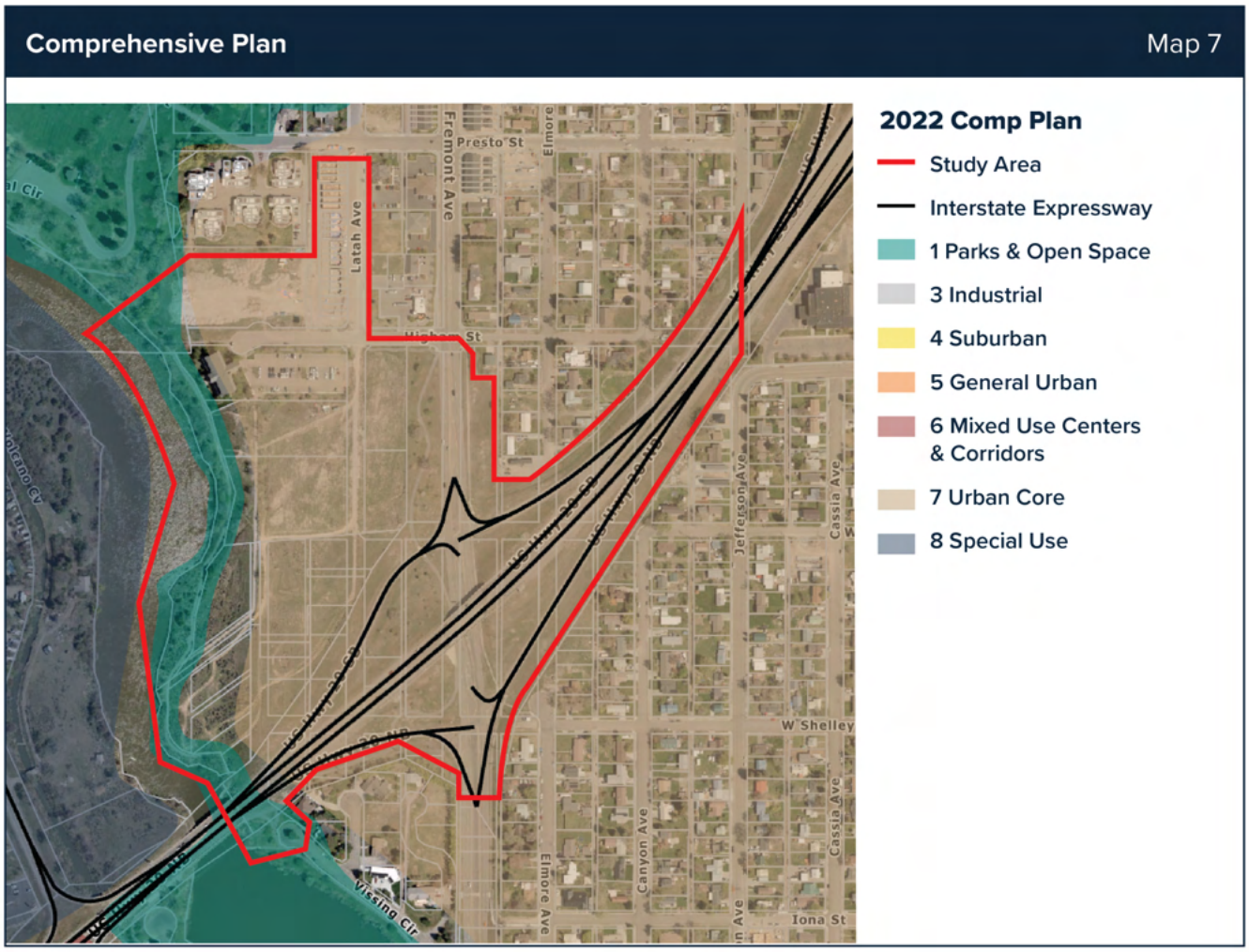




UTILITIES

At the perimeter of the Study Area, the utility mains are well developed and large enough to support growth as shown on Map 6. Within the undeveloped Latah right-of-way on the 18-acre parcel there is a 24-inch sewer main and 12-inch water main. Manholes and fire hydrants for these lines were observed during the site visit. There is also an 8-inch sewer line and 6-inch water line on the parcel which would basically align with where Crowley Street would have extended before the construction of US-20. Supporting the smaller site, there are utilities in the alley between the townhomes and condos. Both the sewer and water in the alley are 8-inches. There are already utility lines built across the smaller site as well.

Although the mainlines are available to support development, there will need to be several extensions to loop the water lines around the 18-acre site as well as service lines for both sewer and water. GIS data shows the sewer line is over 10-feet deep. Given the shallow depth to basalt in the area, it is anticipated that these additional utilities will require blasting and removal and be very costly to install.

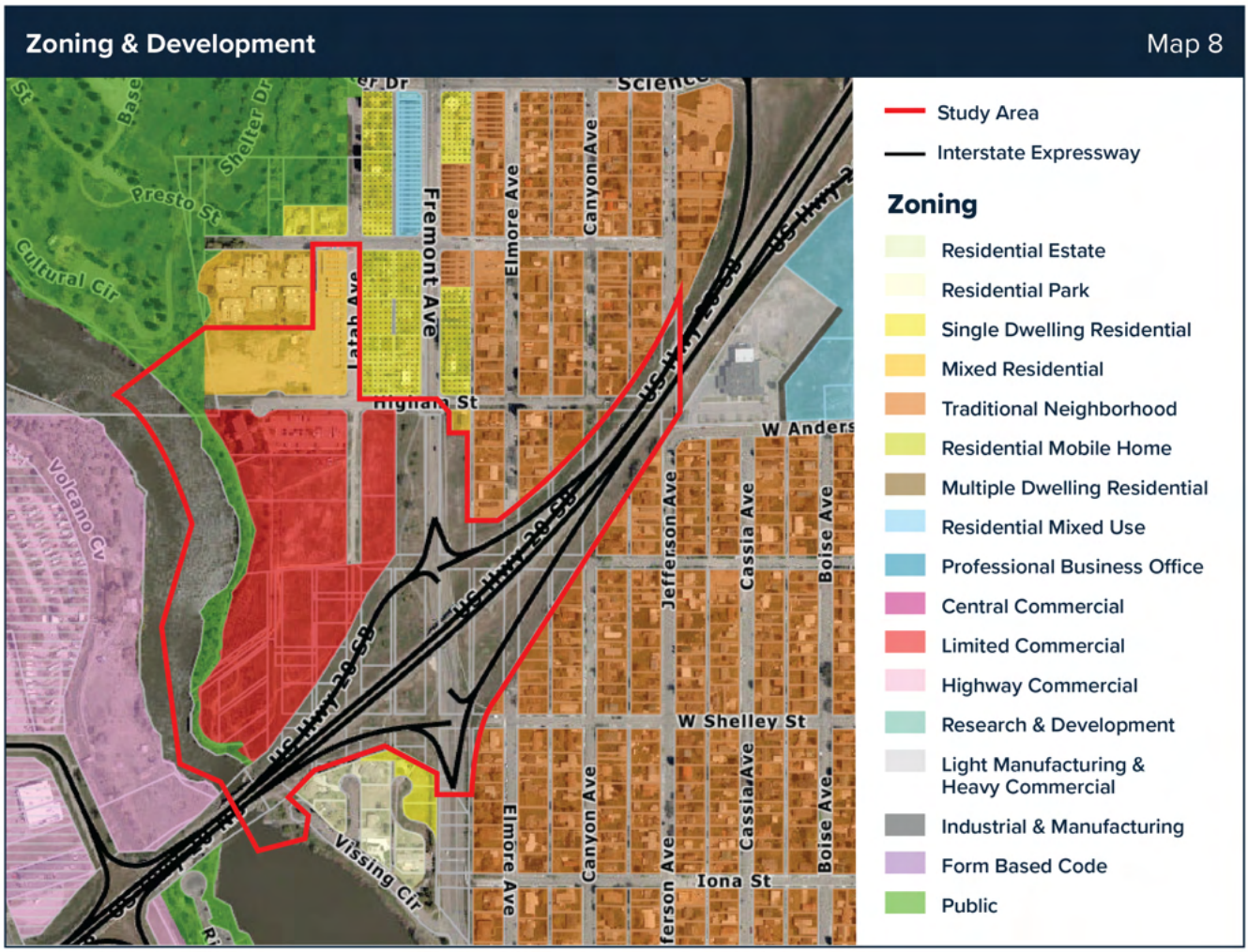


Idaho Falls Comprehensive Plan & Zoning

Imagine IF: A Plan to Move Idaho Falls Forward Together, which is the city's comprehensive plan, identifies most the study area and lands immediately surrounding as "Urban Core." There are also small areas designated as "Parks and Open Space," along the greenbelt. These designations are described below and shown on Map 7.

The Urban Core Transect denotes the central area which functions as the City core and areas within or in close proximity to Downtown and South Downtown. The Urban Core also includes legacy residential subdivisions platted in a traditional grid pattern. These subdivisions tend to be characterized by taller structures, mixed-use buildings, pedestrian-oriented movement of people, commercial and entertainment enterprises. All housing types, civic buildings, town squares and transit stations are typical, but vary between neighborhoods.

The Parks and Open Space Transect denotes natural areas, areas with minimal or low-impact development such as



recreational trails and storm ponds or areas developed for recreational purposes such as parks and recreation facilities. These areas include natural wildlife habitats, open spaces, conservation areas, floodplain, developed parks and recreation facilities, golf courses, and cemeteries. This transect does not generally include lands being actively farmed.

Current zoning in the Study Area is shown on Map 8. The smaller site on the north is zoned Mixed Residential (R2), which is a medium-density residential zone, consistent with other development happening immediately adjacent to the site. On the larger parcel, current zoning is Limited Commercial (LC), which is the city's mixed-use zone meant to be near residential areas. The greenbelt area is zoned Public Zone (P). The surrounding area includes P at Freeman Park to the north, Single Dwelling Residential (R1) and Traditional Neighborhood (TN) to the east, and Residential Park (RP) and R1 south of the interchange.



Ten Percent Limitation & Assessed Valuation Within Revenue Allocation Area

In addition to the eligibility criteria discussed in this report, Idaho statutes limit the combined base assessment rolls of the existing and proposed Revenue Allocation Areas (RAAs) to ten percent of the current assessed valuation of all taxable property within the municipality. Idaho Code Section 50-2903(15) states:

> "Revenue allocation area" means that portion of an urban renewal area...where the equalized assessed valuation (as shown on the taxable property assessment rolls) of which the local governing body has determined, on and as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project....The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality."

The Data Processing Department of Bonneville County provided the City of Idaho Falls assessed value as well as the adjusted base of the existing urban renewal areas. As noted in the background information section of this study, there are several new urban renewal districts currently under consideration. There was also a recent deannexation of a portion of an existing district (River Commons) and the deannexed lands are included in a proposed new district (Riverside). These recent changes are accounted for in the table below as described in the footnotes.

TABLE 2

Statutory Ten Percent Limitation Analysis

AREA	ASSESSED VALUE	PERCENTAGE
City of Idaho Falls	$8,103,605,399	
ADJUSTED BASE		
River Commons District*	$154,412	
Eagle Ridge District	$7,549,640	
Jackson Hole Junction District	$864,666	
Anderson Bush District	$6,536,269	
Pancheri East Bank District	$5,965,637	
Stanley Boge	$42,308,702	
Snake River West District *(Estimated)*	$547,415	
Yellowstone Square District *(Estimated)*	$9,533,697	
Proposed Riverside District *(Estimated)*	$34,013,401	
Proposed Willow Creek District *(Estimated)*	$9,909,420	
Proposed Riverwalk District *(Estimated)*	$993,015	
Study Area	$5,215,087	
TOTAL ASSESSED BASE URA'S	**$123,591,361**	**1.52%**

*SOURCE: Bonneville County Data Processing, March 2025. URD055, Urban Renewal by Pin within TAG, March, 2025. Yellowstone Square, Snake River West, Riverside, and Riverwalk assessed values based on Idaho Falls GIS system and Bonneville County Parcel Viewer, 2025. Yellowstone Square and Willow Creek assessed values based on eligibility reports recently prepared for those areas. *Adjusted to show removal of parcels under consideration for de-annexation, which values are included in the assessed value for the Proposed Riverside District*

The total combined adjusted base assessment rolls of the existing RAAs including the estimated base assessments for the recently completed districts Yellowstone Square and Snake River West, along with estimates for the proposed Willow Creek, Riverside and Riverwalk urban renewal districts will not exceed the estimated ten percent limit of $810,360,540. The combined rolls are estimated to be 1.52% using the 2024 assessed values. At the time of the writing of this report, 2025 values were in process of being updated. If the City Council determines to move forward with the creation of a new district, the 10% analysis should be updated as part of the economic feasibility study.

Findings

To find a study area is eligible for the creation of a URA and RAA, the Study Area must contain one or more of the statutory criteria spelled out in Idaho Code Sections 50-2018(8), (9), and 50-2903(8), and to the extent there is open land, the statutory criteria in Idaho Code Section 50-2903(8)(c). Below are the criteria and a brief discussion of the findings.

01 The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of the Site

The buildings that are in the study area are new and in good condition. The North Wind office building at the west end of Higham was constructed in 2004 and is the oldest building in the Study Area. There were no signs of deterioration of this building. The townhomes on Latah which are finished, were completed in 2025. There are several of the townhomes which only have foundations as of this writing.

In terms of deterioration of the site, Higham, Latah, and Fremont are in good condition. The interchange is also in good condition. Because of most of the site is undeveloped, there was not much deterioration observed. There is an old asphalt pathway on portions of the 18-acre site, but it is no longer in use and would likely be removed as part of future development. Along the greenbelt pathway, there were several areas where the asphalt is cracked and patched and where the edge of the asphalt has begun to break off. However, it was not substantial enough to make it a finding of this study.

This criterion is not met.

02 Age or Obsolescence

As noted in criterion one, there are few structures and they are new. The undeveloped 18-acre site is largely covered by a plat which is more than 100-years old that does create development challenges, but this is covered by criterion six below.

This criterion is not met.

03 Predominance of Defective or Inadequate Street Layout

The original street layout for the Study Area is a traditional grid pattern with alleys. This pattern has provided for rear loaded parking for townhomes within and immediately adjacent to the Study Area. Although this same pattern existed on the southern portion of the Study Area on the 18-acre site, the roads and alleys were never constructed and most of the rights-of-way have been vacated. This has left several lots on the southern end of the site with no access to public right-of-way. This is a condition which is an inadequate street layout and deters development, especially when combined with the expense of rock remediation in order to build the street network.

This criterion is met.

04 Outmoded Street Patterns

The traditional grid street pattern which exists, although older, is actually conducive to the type of development occurring in the Study Area and surrounding lands. The comprehensive plan designates this area as Urban Core, which is intended to be a pedestrian-oriented environment. The grid pattern, with alleys and sidewalks, in addition to the pathways along the river which connect to area parks and the larger pathway network is consistent with this designation.

This criterion is not met.

05 Need for Correlation of the Area with Other Areas of Municipality by Streets & Modern Traffic Requirements

East/west connectivity is challenging for this area because of the Snake River and I-15. The US-20/Fremont interchange is the primary east-west connecter to the Study Area. There is additional east access via Science Center/Lincoln. To the north of the Study Area there is not another connection across the river for several miles. To the south, the next closest river crossing is Broadway, which is over one mile away. This highlights the importance of the interchange and the connection it provides. It is noted here because of the uncertainty of the interchange's future, which will likely be determined during the life of the proposed Narrows district. If ITD and FHWA selects option H2 described above, it will be critical to ensure that the abandoned interchange right-of-way is still able to provide access across the river and I-15.

An additional transportation connectivity need from the Study Area to other areas of the municipality is the greenbelt pathway on the western side of the Study Area. Currently, the permanent pathway terminates at

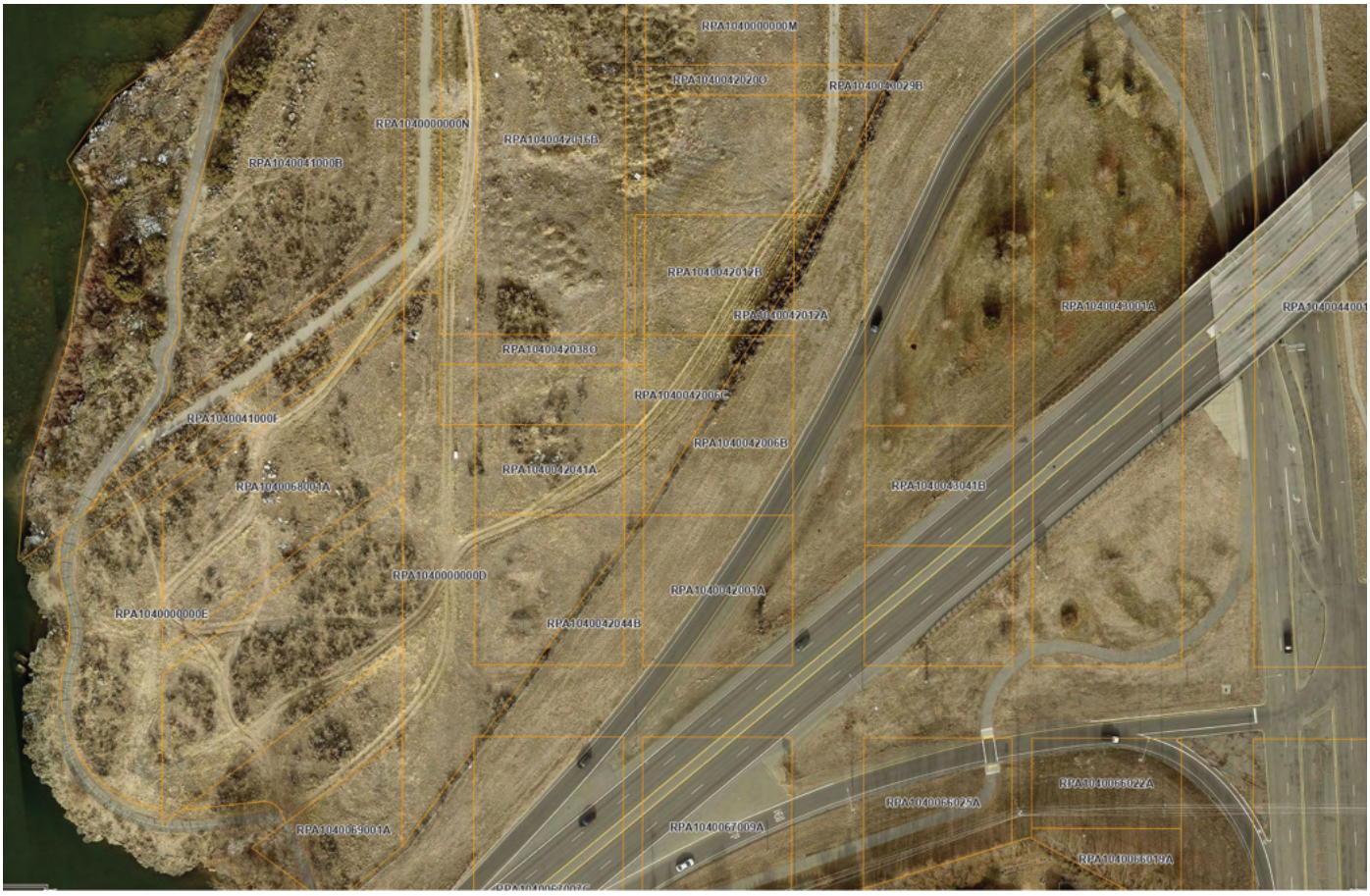
05 John's Hole Bridge. During summer months a floating bridge is installed to connect the path to the greenbelt on the southern side of US-20. During off-seasons, however, when the bridge is not installed, pathway users must use a different pathway which crosses both the exit and entrance ramps of US-20 via crosswalks. A permanent pedestrian bridge under John's Hole Bridge would improve connectivity and safety.

This criterion is met.

06 **Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness; Obsolete Platting**

The northern portion of the Study Area is adequately platted with developable lots. The 16-acre site, however, was platted over 100-years ago and the rights-of-way and alleys were later vacated, leaving over 20 parcels with no access or which are far too small to be developable. The image below shows this area with the parcel lines. Platting, or at a minimum a record of survey, will be required to create lots adequate and of sufficient size for development.

This criterion is met.



07 Unsuitable Topography

During the site visit, several areas were observed with surface level basalt. The presence of sub-surface basalt is also evidenced by the sharp elevation changes from the river as well as undulations in the land, especially on the southern portion of the large lot. Rock blasting and removal and remediation with new fill material will be required for installation of utilities, foundations, and possibly even for streets and sidewalks. Given the elevation change between the southern site and the greenbelt, there will also likely be a need for engineered shoring to keep material in place.

This criterion is met.

08 Insanitary or Unsafe Conditions

There were no studies or formal findings of insanitary or unsafe conditions. However, there were two conditions observed during the site visit that are potentially insanitary. The first is the accumulation of debris and garbage on the site. There were several areas where dumping of unused or unwanted items has occurred. Most of the items appeared to be simple household items. There was a refrigerator, however, that does pose a safety risk. Although the items are fairly minor now, it is important to address these conditions before dumping on the site becomes common place. The second condition is a drainage pipe that appears to be for runoff from US-20. The pipe is immediately adjacent to John's Hole Bridge and above the point where the greenbelt pathway runs into the river. There is observable discoloration on the rocks beneath the drainage pipe. Runoff also apparently goes directly into the Snake River.

This criterion is met.

09 Diversity of Ownership

For many years, diversity of ownership was a major deterrent to development. When the previous owner passed away, the pieces of land were conveyed to several different landowners. The current owner has acquired these varied pieces and controls most of the undeveloped land.

This criterion is not met.

10 Tax or Special Assessment Delinquency

Taxes and special assessments were not evaluated for this report.
This criterion is not met.

11 Defective or Unusual Conditions of Title

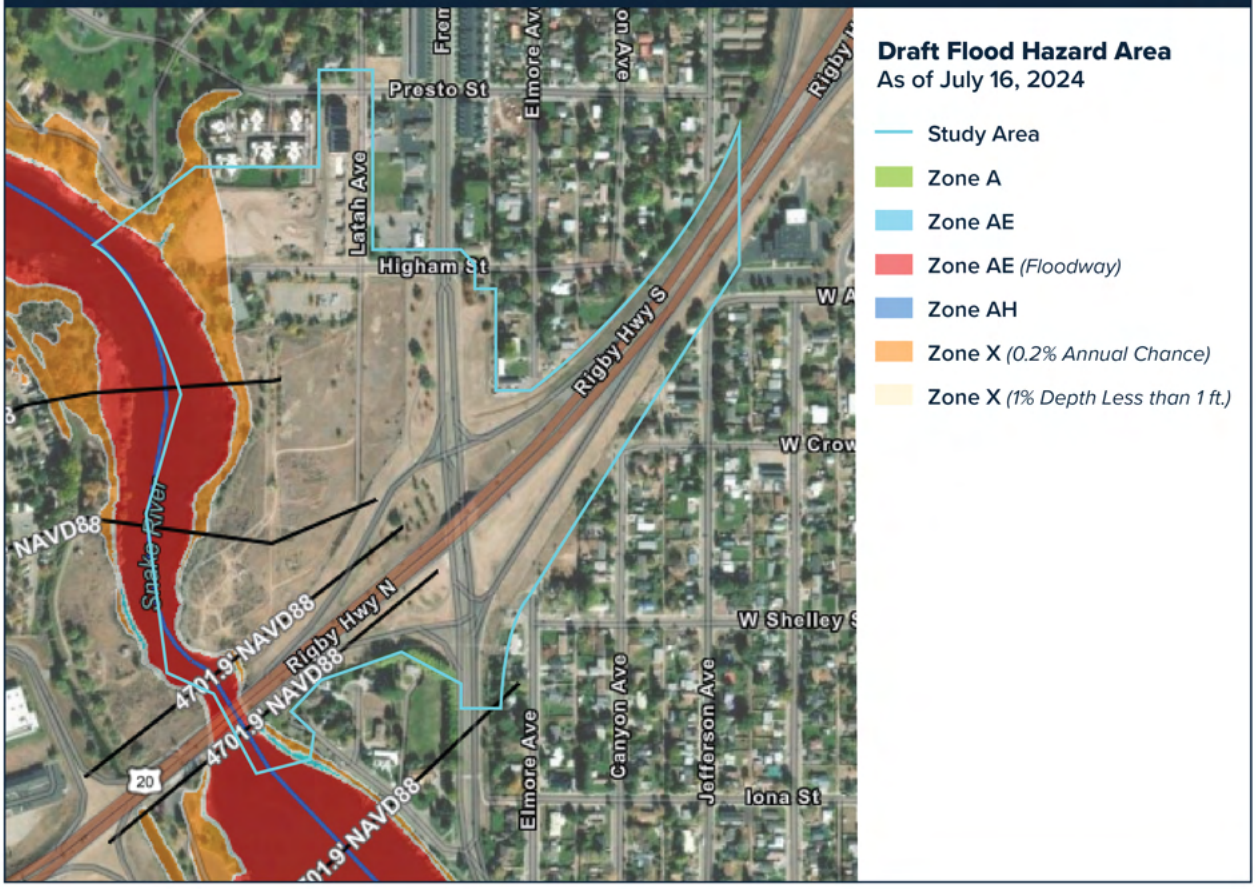
Conditions of title were not evaluated for this report.
This criterion is not met.

12 Existence of Conditions which Endanger Life or Property by Fire & Other Causes

Similar to criterion 8, there were no conditions observed that endanger life or property. The most immediate threat to life and property is potential flooding from the Snake River. Based on the 1982 FEMA flood maps, the Study Area is within Zone C, areas of minimal flooding. FEMA is currently revising their maps and, as of July 2024, portions of the Study Area are now shown in Zone X, or 0.2% annual chance of a flood event. This new boundary is shown on Map 9. Idaho Falls experienced a flood event in 1996. At that time, the high water mark was surveyed and the greenbelt pathway was built along that line. Although the map has been revised, the risk of flooding is minimal.

This criterion is not met.

Revised Flood Map Map 9



13 Substantially Impairs or Arrests the Sound Growth of Municipality

Because this site is adjacent to a public park, the Snake River, and US-20, it is difficult to argue that conditions in the Study Area impair or arrest the sound growth of the municipality in general. It is a fairly isolated location and development has been able to occur around it. This is evidenced by the ongoing development of townhomes in the immediate area, and the growth of the INL's campus just to the north.

This criterion is not met.

14 15 Conditions which Retard Development of the Area AND Results in Economic Underdevelopment of the Area & Economic Disuse

Several conditions in the Study Area retard development, resulting in economic underdevelopment. The primary condition which has resulted in underdevelopment is the shallow basalt. This adds significant cost to all aspects of development and growth, including the building public infrastructure such as road and utilities as well as site preparation for buildings. Access to the site is also challenging due to major barriers such as the Snake River, US-20, and I-15. This has prevented the higher traffic volumes that help generate commercial development.

This criterion is met.

Conclusion

The Narrows Study Area and proposed RAA meets one or more of the criteria for eligibility under Idaho Code Sections 50-2018(8) and (9) and 50-2903(8). The Study Area suffers from economic underdevelopment and economic disuse due to shallow basalt and the need for costly site remediation. There are also accessibility barriers and the need for platting to resolve issues created by former right-of-way vacations and lot splits. There are also potential insanitary conditions including small amounts of dumping and accumulation of items and a drainage pipe that appears to be draining runoff from US-20 onto the greenbelt path. Table 3, which is also included in the executive summary, summarizes the findings of the eligibility for the study area.

TABLE 3

Summary of Eligibility Criteria

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Substantial Deterioration of Site	✗	There are no older buildings or structures in the Study Area. Infrastructure, for the most part, is in good condition.
Age or Obsolescence	✗	There are no older structures or infrastructure in the Study Area.
Predominance of Defective Street Layout or Inadequate Street Layout	✓	The street layout is a traditional grid, which is appropriate and adequate for the Study Area. However, the southern portion of the 18-acre site is largely inaccessible due to vacated rights-of-way.
Outmoded Street Patterns	✗	The traditional grid pattern is appropriate for the area.
Need for Correlation of Area with Other Areas of by Streets and Modern Traffic Requirements	✓	There is limited east/west access to the Study Area. It is likely that the main east/west access (US-20) will be either relocated or modified to a local road. As transition occurs, it is critical access to the Study Area be maintained. There is also a need to connect the greenbelt pathways under John's Hole Bridge with a permanent facility rather than the floating bridge.
Faulty Lot Layout	✓	The southern site has seen vacations of rights-of-way that have created undevelopable lots. These need to be resolved for development to occur.
Unsuitable Topography	✓	There is shallow bedrock in the Study Area. There are several areas where the rock is exposed at the surface.
Insanitary or Unsafe Conditions	✓	There are no formal studies of insanitary conditions, but observable concerns including dumping and accumulation of debris and a drainage pipe sending water to the greenbelt path and Snake River.
Diversity of Ownership	✗	Although this was a deterrent in prior years, new ownership has resolved the issues through land purchases.
Tax or Special Assessment Delinquency	✗	This was not evaluated.

TABLE 3

Summary of Eligibility Criteria Cont.

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Defective or Unusual Conditions of Title	✗	This was not evaluated.
Existence of Conditions Which Endanger Life or Property	✗	There have been some recent adjustments to FEMA flood maps which put some of the Study Area in a new flood zone, the zone is still only a 0.2% annual chance of a flood event.
Impairs or Arrests the Sound Growth of a Municipality	✗	The municipality and sites within the area have continued to grow. The Study Area is fairly isolated, with limited impact on the growth of the rest of the municipality.
Retards Development of the Area	✓	Shallow bedrock is a major deterrent to development in the Study Area. It is also challenged by poor accessibility and inadequate platting.
Economic Underdevelopment and Economic Disuse	✓	See comments above.



APPENDIX A:

Additional Site Photos





INSANITARY OR UNSAFE CONDITIONS









ADDITIONAL SITE PHOTOS







LAND USES AND STRUCTURES



SITE DETERIORATION









STREETS, ROADS, AND PATHWAYS









ADDITIONAL SITE PHOTOS













ADDITIONAL SITE PHOTOS









TOPOGRAPHY AND GEOLOGY





APPENDIX A

ADDITIONAL SITE PHOTOS













ADDITIONAL SITE PHOTOS









UTILITIES





ADDITIONAL SITE PHOTOS









APPENDIX B:

Steps in Creating a URA & Revenue Allocation Area (RAA)

If an urban renewal agency is in existence in a community, the creation of an urban renewal area, including a revenue allocation area (required for use of tax increment financing), begins with an eligibility report for a designated area within the community. The central question for an eligibility report is whether the study area has at least one of the statutory characteristics which must be found to be considered eligible for urban renewal activities. These characteristics or criteria are:

1. The presence of a substantial number of deteriorated or deteriorating structures and deterioration of site [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
2. Age or obsolescence [50-2018(8) and 50-2903(8)(a)], .
3. Predominance of defective or inadequate street layout [50-2018(9) and 50-2903(8)(b)],
4. Outmoded street patterns [50-2008(d)(4)(2)],
5. Need for correlation of area with other areas of municipality by streets and modern traffic requirements [50-2008(d)(4)(2)],
6. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness; obsolete platting [50-2018(9), 50-2903(8)(b) and (8)(c)], and 50-2008(d)(4)(2)]
7. Unsuitable topography [50-2008(d)(4)(2)],
8. Insanitary or unsafe conditions [50-2018(9), 50-2903(8)(b)],
9. Diversity of ownership [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
10. Tax or special assessment delinquency [50-2018(9), 50-2903(8)(b)], and 50-2008 (d)(4)(2)]
11. Defective or unusual conditions of title [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
12. Existence of conditions which endanger life or property by fire and other causes [50-2018(9), 50-2903(8)(b)],
13. Substantially impairs or arrests the sound growth of a municipality and is a menace to the public health, safety, morals or welfare [50-2018(9), 50-2903(8)(b) and 8(c)],
14. Conditions which retard development of the area [50-2008(d)(4)(2)], and
15. Results in economic underdevelopment of the area [50-2903(8)(b)] and economic disuse [50-2008(d)(4)(2)].

If it is determined the Study Area has characteristics which meet one or more of the statutory criteria listed above, the Agency may accept the eligibility report and request its consideration by the governing body. No URA can be formed unless the City Council adopts a resolution finding the area under consideration is deteriorated or deteriorating

due to such characteristics, the redevelopment of the area is necessary for the welfare of the residents, and the area is appropriate for an urban renewal project.
The resolution approved by City Council authorizes the Agency to prepare a plan for the proposed urban renewal area. The urban renewal area plan is to include the following with specificity:

1. A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality;
2. A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area;
3. An economic feasibility study;
4. A detailed list of estimated project costs;
5. A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area;
6. A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;
7. A termination date for the plan and revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan;
8. A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets;

Once the plan is prepared and approved by the Agency, it is forwarded to the City Council. Prior to the public hearing before the City Council, the City Council forwards the plan to the City Planning and Zoning Commission for its determination that the plan conforms to the City's comprehensive plan. At least thirty (30) days prior to the public hearing, a copy of the notice and plan is distributed to the taxing entities overlapping the boundaries of the proposed district. After receiving the recommendation of the commission, and after notice fully published, the public hearing is held. The City Council must approve an urban renewal plan, including revenue allocation financing provisions, by an ordinance. If the ordinance is adopted by the City Council, a copy of the ordinance with legal description of the Revenue Allocation Area (RAA) is distributed to all the overlapping taxing entities, county officials and the State Tax Commission.
By state statute, following adoption of the ordinance, the RAA is effective January 1, of the year in which it is adopted. The RAA has a maximum life of twenty years under Idaho statutes. The urban renewal agency implements the plan adopted by the City Council.

APPENDIX C:

Open Lands Analysis

The Study Area does not appear to have been used for agricultural uses in the past based on aerial photos. There has been development surrounding the Study Area, but the sites within the Study Area are vacant. The Study Area is large enough to support modern development but there are significant challenges due to shallow rock which requires costly remediation.

Idaho Code Section 50-2903(8)(c) states: "[a]ny area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas."

The eligibility criteria set forth in Idaho Code Section 50-2903(8)(c) for predominantly open land areas mirror or are the same as those criteria set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b). "Diversity of ownership" is the same, while "obsolete platting" appears to be equivalent to "faulty lot layout in relation to size, adequacy, accessibility, or usefulness." "Deterioration of structures or improvements" is the same or similar to "a substantial number of deteriorated or deteriorating structures" and "deterioration of site or other improvements." There is also an additional qualification that the provisions of Idaho Code Section 50-2008(d) shall apply to open areas.

Idaho Code Section 50-2008 primarily addresses the urban renewal plan approval process and Idaho Code Section 50-2008(d)(4) sets forth certain conditions and findings for agency acquisition of open land as follows:

> The urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for

> residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivision, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

In sum, there is one set of findings if the area of open land is to be acquired and developed for residential uses and a separate set of findings if the land is to be acquired and developed for nonresidential uses.

Basically, open land areas may be acquired by an urban renewal agency and developed for nonresidential uses if such acquisition is necessary to solve various problems, associated with the land or the infrastructure, that have delayed the area's development. These problems include defective or usual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout. All the stated conditions are included in one form or another in the definition of a deteriorated area and/or a deteriorating area set forth in Idaho Code Sections 50-2903(8)(b) and 50-2018(9). The conditions listed only in Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."

The conclusion of this discussion concerning open land areas is that the area qualifies if any of the eligibility conditions set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b) apply. Alternatively, the area under consideration qualifies if any of the conditions listed only in Idaho Code Section 50-2008(d)(4)(2) apply. As set forth in greater detail above, economic disuse, unsuitable topography, and the need for correlation with streets in the municipality are all conditions which delay development of the Study Area.

Based on the above analysis, while the Study Area does appear to include "predominantly open land," which is not a defined term, and "greenfield" or previous agricultural operations, conditions found within the study area include economic disuse and unsuitable topography, and therefore, the open land condition is satisfied.

RESOLUTION NO. 2025-11

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE NARROWS AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REPORT; AUTHORIZING AND DIRECTING THE CHAIRMAN OR ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF IDAHO FALLS REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council (the "City Council") of the City of Idaho Falls, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings and establishing the River Commons revenue allocation area (the "River Commons Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings and establishing the Eagle Ridge revenue allocation area (the "Eagle Ridge Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and establishing the Jackson Hole Junction revenue allocation area (the "Jackson Hole Junction Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project (the "Pancheri East Bank Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank Plan revenue allocation area (the "Pancheri East Bank Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Anderson Bush Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3508 on March 30, 2023, approving the Anderson Bush Plan, making certain findings, and establishing the Anderson Bush Plan revenue allocation area (the "Anderson Bush Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Stanley Boge Urban Renewal Project (the "Stanley Boge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3548 on October 26, 2023, approving the Stanley Boge Plan, making certain findings, and establishing the Stanley Boge Plan revenue allocation area (the "Stanley Boge Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Amended Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3575 on June 13, 2024, approving the Amended Eagle Ridge Plan to deannex approximately 8.4 acres from the existing Eagle Ridge Project Area, making certain findings, and establishing the Amended Eagle Ridge revenue allocation area (the "Amended Eagle Ridge Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Yellowstone Square Urban Renewal Project (the "Yellowstone Square Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3596 on December 12, 2024, approving the Yellowstone Square Plan, making certain findings, and establishing the Yellowstone Square Plan revenue allocation area (the "Yellowstone Square Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Snake River West Urban Renewal Project (the "Snake River West Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3608 on April 10, 2025, approving the Snake River West Plan, making certain findings, and establishing the Snake River West Plan revenue allocation area (the "Snake River West Project Area");

WHEREAS, the above referenced existing urban renewal plans are collectively referred to as the "Existing Urban Renewal Plans" and their respective existing revenue allocation project areas are collectively referred to as the "Existing Project Areas;"

WHEREAS, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes;

WHEREAS, on June 18, 2025, the Agency approved a Memorandum of Understanding ("MOU") with Angelo Development, Inc., an Idaho corporation, which inter alia required Angelo Development, Inc. to deposit certain funds to advance fund certain costs and fees related to the preparation and processing of an eligibility report;

WHEREAS, Angelo Development, Inc. has made the necessary deposit as required by the MOU;

WHEREAS, the Agency engaged the services of Brad Cramer, Perspective Planning & Consulting LLC, to commence an eligibility study and preparation of an eligibility report of an area approximately 63 acres in size located between the Snake River and Fremont Avenue. The area is generally located east of the Snake River, west of and including Fremont Avenue, north of and including a portion of U.S. Highway 20, and south of Freeman Park (the "Study Area"). All parcels in the Study Area are located within the City limits;

WHEREAS, the Agency has obtained the Narrows Eligibility Study (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, including:

a. predominance of defective or inadequate street layout;
b. need for correlation of area with other areas of by streets and modern traffic requirements;
c. faulty lot layout in relation to size, adequacy, accessibility or usefulness; obsolete platting;
d. unsuitable topography;
e. insanitary or unsafe conditions;
f. conditions which retard development of the area;
g. economic underdevelopment of the area and economic disuse;

WHEREAS, the Study Area is predominantly open space/open land;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See* Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(8), (9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorating area;"

WHEREAS, the Report addresses the findings concerning the eligibility of open land within the Study Area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area does not include parcels subject to such consent;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area together with the combined base assessment roll values for the Existing Project Areas and proposed revenue allocation areas do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the Agency Board acknowledges acceptance and receipt of the Report, attached hereto as "**EXHIBIT A**", recognizing technical changes or corrections which may be required before transmittal to the City Council for its consideration.

Section 3. That there are one or more areas within the City, or the City's area of operation, that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8).

Section 4. That one such area is the Study Area, which is approximately 63 acres in size. The Study Area is generally located between the Snake River and Fremont Avenue.

Section 5. That the rehabilitation, conservation, development and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair of the Agency Board of Commissioners and the Administrator, are hereby authorized to transmit the Report to the City Council requesting that the City Council:

a. Determine whether the Study Area identified in the Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project.

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED By the Idaho Falls Redevelopment Agency of the city of Idaho Falls, Idaho, on September 18, 2025. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 18, 2025.

APPROVED:

By:_____
Lee Radford, Chair

ATTEST:

By M. Brent Thompson
~~Terri Gazdik, Secretary~~
M. BRENT THOMPSON, VICE-CHAIR

Exhibit A

The Narrows Eligibility Report

4915-5300-9247, v. 1

Memorandum

File #: 26-25 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, January 12, 2026
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Loock Subdivision, Division No. 3

Council Action(s) Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Loock Subdivision, Division No. 3 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Approve the Final Plat for Look Subdivision, Division No. 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Looke Subdivision, Division No. 3 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Look Subdivision, Division No. 3. The Planning and Zoning Commission considered this item at its November 12, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



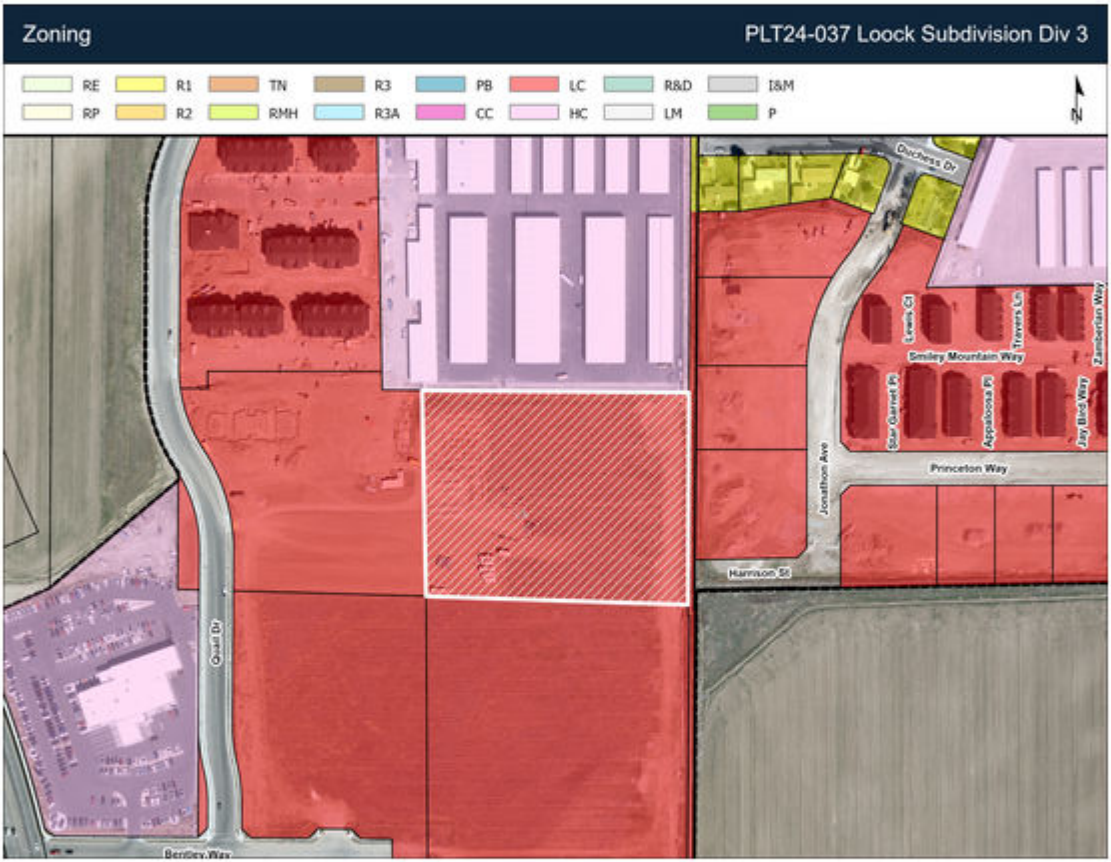
☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

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

Engineering/Survey Divisions.

Fiscal Impact
NA

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


Zoning
PLT24-037 Loock Subdivision Div 3
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
Duchess Dr
Lewis Ct
Travers Ln
Zamberlan Way
Smiley Mountain Way
Star Garnet Pl
Appaloosa Pl
Jay Bird Way
Princeton Way
Jonathon Ave
Harrison St
Quail Dr
Bentley Way

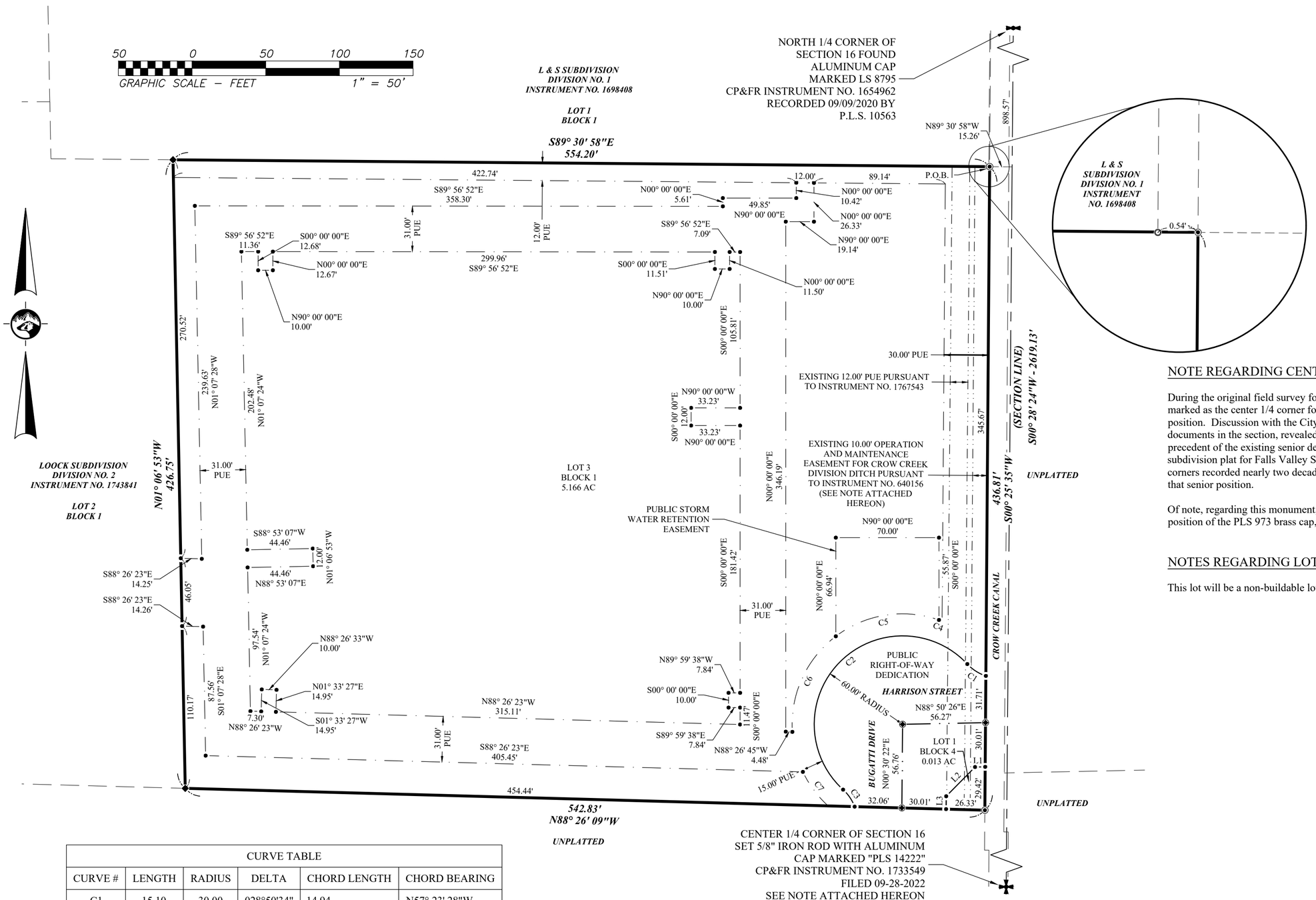

Aerial
PLT24-037 Loock Subdivision Div 3
Quail Dr
Lewis Ct
Smiley Mountain Way
Star Garnet Pl
Appaloosa Pl
Princeton Way
Jonathon Ave
Harrison St

LOOCK SUBDIVISION DIVISION NO. 3

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE NORTHWEST 1/4 OF SECTION 16,
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

BASIS OF BEARING NOTE

The bearings on this plat relate directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.



LEGEND

	PLSS SECTION CONTROL (AS NOTED)
◆	FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
○	FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 10944"
◉	SET 5/8" IRON ROD WITH ALUMINUM CAP MARKED "PLS 14222"
◉	SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222" (POSTPONED, SEE INTERIOR MONUMENT COMPLETION CERTIFICATE ATTACHED HEREON)
•	SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222" (POSTPONED, SEE INTERIOR MONUMENT COMPLETION CERTIFICATE ATTACHED HEREON)
×	CALCULATED POINT (NOTHING SET)
PUE	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
CP&FR	CORNER PERPETUATION AND FILING RECORD
AC	ACRES
	SUBDIVISION BOUNDARY
	ADJOINING BOUNDARIES
	ROAD CENTERLINE
	SECTION QUARTER LINE
	EASEMENTS GRANTED PURSUANT TO THIS PLAT (AS NOTED)
	EXISTING EASEMENT (AS NOTED)
	SURVEY TIES

NOTE REGARDING CENTER 1/4 OF SECTION 16

During the original field survey for this project, a brass cap monument marked PLS 973 was found that was marked as the center 1/4 corner for section 16. This was consistent with the only CP&FR filed for that corner position. Discussion with the City of Idaho Falls surveyor, and subsequent research through the record documents in the section, revealed that the monument set at that location was likely in error, ignoring the precedent of the existing senior deeds from the 1930s and the previously platted position shown on the subdivision plat for Falls Valley Subdivision Division No. 6, as well as the CP&FRs for the exterior 1/4 corners recorded nearly two decades prior. For this reason, the center 1/4 was remonumented to re-establish that senior position.

Of note, regarding this monument, the deed for the Crow Creek Canal right-of-way was written using the position of the PLS 973 brass cap, which also establishes the eastern boundary for this plat.

NOTES REGARDING LOT 1, BLOCK 4

This lot will be a non-buildable lot, and is also a Canal Easement and Public Utility Easement in its entirety.

INTERIOR MONUMENT COMPLETION CERTIFICATE

Pursuant to the requirements of I.C. §50-1331, I.C. §50-1332, and I.C. §50-1333, I Justin M. Steffler, certify that the interior monuments shall be set in accordance with the requirements of I.C. §50-1303 within one calendar year of the recording date of this plat.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	15.10	30.00	028°50'34"	14.94	N57° 23' 28"W
C2	193.43	60.00	184°42'50"	119.90	S44° 40' 24"W
C3	14.06	30.00	026°51'18"	13.93	S34° 15' 22"E
C4	2.23	75.00	001°42'24"	2.23	N69° 56' 39"W
C5	73.81	75.00	056°23'24"	70.87	S81° 00' 27"W
C6	74.26	75.00	056°43'47"	71.26	S24° 26' 51"W
C7	28.93	75.00	022°05'57"	28.75	S36° 33' 27"E

LINE TABLE		
LINE #	LENGTH	BEARING
L1	6.87	N88° 50' 26"E
L2	27.87	N44° 40' 24"E
L3	8.75	N00° 30' 22"E

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSE 14222 STATE OF IDAHO JUSTIN M. STEFFLER

Justin M. Steffler, P.L.S. 14222 Date

SHEET 1 OF 2

1/4	SEC	T	R
☒	16	2N	38E

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590
The Civil Connection

TITLE	LOOCK SUBDIVISION DIVISION NO. 3
DATE:	04/30/25 DRAWN/CHK BY: PS/JS
PROJECT:	21284/T2NR38E/S16

BADGER AERIAL MAPPING & SURVEYING
430 SNAKE RIVER CIRCLE
RIGBY, ID 83442
208-715-4380

LOOCK SUBDIVISION DIVISION NO. 3

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNER'S DEDICATION

Know all men by these presents: that the undersigned MY STORAGE IDAHO FALLS, LLC, an Idaho Limited Liability Company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as LOOCK SUBDIVISION DIVISION NO. 3, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER, or its heirs, successors and assigns, agree they will construct no permanent structure within or upon any easement shown hereon, and the City of Idaho Falls and its successors, assigns, permitees or licensees shall also have the right, to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, such right may be exercised without prior notice to OWNER or its heirs, successors or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permitees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permitees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNER and its heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature this _____day of _____, 2025.

MY STORAGE IDAHO FALLS, LLC

_____
Kyle R. Peterson, Member

DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. §50-1334, the OWNER does hereby certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.

IN WITNESS WHEREOF, OWNER has hereunto set its signature this _____ day of _____, 2025.

MY STORAGE IDAHO FALLS, LLC

_____
Kyle R. Peterson, Member

Date: _____

ACKNOWLEDGMENT

STATE OF _____)

:SS

COUNTY OF _____)

On this _____day of _____, 2025, before me the undersigned, a notary public in and for said state, personally appeared KYLE R. PETERSON, known or identified to me, to be a member of the limited liability company of MY STORAGE IDAHO FALLS, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication and Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

_____
Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____

OVERALL BOUNDARY DESCRIPTION

A parcel of land located in the Northwest 1/4 of Section 16, Township 2 North, Range 38 East, being more particularly described as follows:

COMMENCING from the North 1/4 Corner of Section 16, Township 2 North, Range 38 East, Boise Meridian, Bonneville County, Idaho; Thence S 00° 28' 24" W along the east boundary of the northwest quarter of said Section 16 for a distance of 898.57 feet; Thence N 89° 30' 58" W for a distance of 15.26 feet to the TRUE POINT OF BEGINNING.

Thence, S 00° 25' 35" W along the boundary for the Crow Creek Canal for a distance of 436.81 feet; Thence, N 88° 26' 09" W for a distance of 542.83 feet to the southeast corner of Loock Subdivision Division No. 2, as recorded in the office of the Clerk of Bonneville County as Instrument No. 1743841 on March 29, 2023; Thence, N 01° 06' 53" W along the east boundary of said subdivision for a distance of 426.75 feet to the northeast corner of said Loock Subdivision and a point on the south boundary of L & S Subdivision Division No. 1, as recorded in the office of the Clerk of Bonneville County as Instrument No. 1698408 on September 1, 2021; Thence, S 89° 30' 58" E for a distance of 554.20 feet along said south boundary of L & S Subdivision Division No. 1 to the TRUE POINT OF BEGINNING.

Said boundary contains 5.435 acres, more or less.

IRRIGATION WATER RIGHTS DISCLOSURE

Notice is hereby given that all parcels or property included in this plat are within the Idaho Irrigation District and that a suitable system for such parcels or property shall be installed for delivery of surface water for irrigation purposes and is subject to that certain City of Idaho Falls Subdivision Irrigation Water Agreement recorded as Instrument No. 1787465 in the records of Bonneville County, Idaho, (as the same may be amended from time to time). The system installed has been approved by the City of Idaho Falls and the Idaho Irrigation District in compliance with Idaho Code § 31-3805. All property within the plat, including streets, will remain subject to assessments levied by the Idaho Irrigation District which shall be paid by the owners and their successors-in-interest of any parcels or property within this plat. The unpaid Idaho Irrigation District assessments are a lien on the land. Idaho Irrigation District may withhold delivery of water until the unpaid assessments (along with any associated penalties and interest) are paid in full. For connections approved for delivery of water to more than one legal parcel previously authorized by District, non-payment of a District assessment by one elector will subject all parcels on the shared connection to curtailment until such delinquent assessment is paid in full. All rights to vote in Idaho Irrigation District matters are held by owners and their successors-in-interest of any parcels or property within this plat. Pursuant to Title 43, Chapter 11 of the Idaho Code, a parcel owner may at a future date petition the Idaho Irrigation District for exclusion from the Idaho Irrigation District, but such exclusion, if granted, will result in loss of the ability to irrigate such parcel. Consistent with Idaho Code §§ 42-108 and 42-222, any change in the nature of use of surface water provided by an irrigation water delivery entity (such as the Idaho Irrigation District) must be authorized by the entity holding the water rights for the available surface water. As of the date of recording of this plat, the Idaho Irrigation District's address is 496 E 14th St., Idaho Falls, Idaho 83404.

CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved and the grants and dedications are hereby accepted by the City Council of Idaho Falls adopted this _____ day of _____, 2025.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

TREASURERS CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

_____ DATE_____
BONNEVILLE COUNTY TREASURER

RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat, LOOCK SUBDIVISION DIVISION NO. 3, was filed in the Office of the Recorder of Bonneville County, Idaho

_____ DATE_____
BONNEVILLE COUNTY RECORDER

CANAL RIGHT-OF-WAY

All canals, as shown hereon, exist within a right-of-way defined by I.C. §42-1102 and must have written permission of the owner or operator of the right-of-way to construct anything within, under, upon or over the area, to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the right-of-way.

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS Date:

SURVEY NARRATIVE

1. The purpose of this survey is to plat the subject parcels for development.
2. The monuments found in conjunction with this survey fit within a reasonable degree of accuracy and were held and accepted.
3. Documents used in the preparation of this plat were: Kenneth Sands Record Of Survey Instrument No. 1690513; L & S Subdivision Plat Instrument No. 1698408; Olson Living Trust Quitclaim Deed Instrument No. 1470561; Olson Living Trust Quitclaim Deed Instrument No. 1470560; Olson Living Trust Quitclaim Deed Instrument No. 1470559; SWT Properties LLC Warranty Deed Instrument No. 1600881; Crow Creek Canal Deed Instrument No. 640156; Loock Subdivision Division No. 2 Plat Instrument No. 1743841.
4. See NOTE REGARDING CENTER 1/4 OF SECTION 16 on Sheet 1.

EXAMINING SURVEYOR'S CERTIFICATE

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. §50-1305.

Date:_____ _____
DAVID DOUGLAS ROMRELL, PLS 12223
BONNEVILLE COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as LOOCK SUBDIVISION DIVISION NO. 3, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

PROFESSIONAL LAND SURVEYOR LICENSED 14222 STATE OF IDAHO JUSTIN M. STEFFLER
PRELIMINARY

_____, P.L.S. 14222

SUBDIVISION DATA

Total Acreage:	5.435 Acres
Number Of Lots:	2
Smallest Lot Size:	0.013 Acres
Largest Lot Size:	5.166 Acres
Average Lot Size:	2.590 Acres
Right-Of-Way:	0.256 Acres
Lot Density:	0.368 Lots/Acre

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590
The Civil Connection

TITLE	LOOCK SUBDIVISION DIVISION NO. 3		
DATE:	04/30/25	DRAWN/CHK BY:	PS/JS
PROJECT:	21284/T2NR38E/S16		

BADGER AERIAL MAPPING & SURVEYING
430 SNAKE RIVER CIRCLE
RIGBY, ID 83442
208-715-4380

1/4	SEC	T	R
☒	16	2N	38E

STAFF REPORT

FINAL PLAT
Loock Division No. 3

January 22, 2026

IDAHO FALLS

Community Development Services

Applicant: Connect Engineering

Owner: Quail Run Legacy LLC

Project Manager: Caitlin Long

Location: Generally located north of Bentley Way, east of Quail Dr, south of Lincoln Rd, and west of Jonathon Av

Size: Approximately 5.435 Acres
Lots: 1 Buildable, 1 Non Buildable

Existing Zoning:
Site: LC
North: HC
South: LC
East: LC
West: LC

Existing Land Uses:
Site: Ag/Vacant
North: Commercial
South: Ag/Vacant
East: Ag/Vacant
West: Residential

Future Land Use Map:
Mixed Use Centers and Corridors

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

Requested Action: To **approve** the Final Plat for Loock Division No. 3.

History: This property was annexed in December 2019 with an initial zoning of LC, Limited Commercial. A preliminary plat was approved in May 2022.

Staff Comments: The property is currently zoned LC, Limited Commercial. The final plat includes 1 large buildable lot for a continuation of a multiunit development, 1 non buildable lot and a right of way of Bugatti Drive and Harrison Avenue. The plat is approximately 5.435 acres.

Access will come from a cross-access easement from the west in Lot 2, Block 1 Loock Division 2. Direct access to Bugatti Drive and Harrison Avenue isn't possible because of topography. All lots meet the requirements of the Subdivision Ordinance and the standards of the LC Zone. Subdivision plat is consistent with the approved preliminary plat for this area.

The Comprehensive Plan designates this area as Mixed Use Centers and Corridors which denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the Subdivision and Zoning ordinances and recommends approval of Loock Division No. 3.

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

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Bugatti Dr and Harrison Ave – Local Streets

Zoning Ordinance:

11-3-5: PURPOSE 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 for 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 walkaways to the businesses.

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)

Comprehensive Plan Land Use

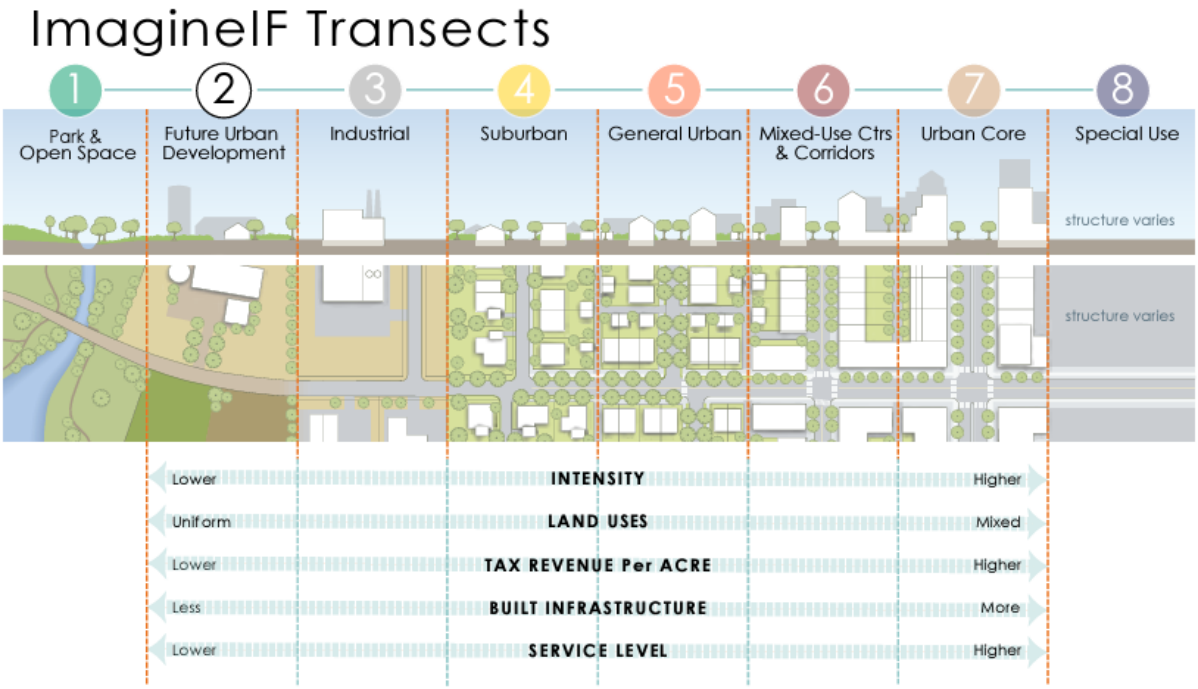
Transects: pg. 60-70



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



November 12, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: Marsha McDaniel.

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

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

Welcome New Member Matthew Meehan.

MINUTES: Scott moved to accept the minutes of October 1, 2024, Storer seconded the motion. The motion passed unanimously.

Business:

2. PLAT 24-037: FINAL PLAT for Loock Subdivision No. 3.

Applicant: Connect Engineering not present.

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

Ogden asked Long to explain where Harrison is located. Long showed on the map that Harrison goes to the east. Ihler further directed Ogden to the correct area on the plat.

Ihler asked if there will not be access to the lot from Bugatti because of topography. Long stated that the overall development is a multi-unit development and there will be access throughout the development, but there is no vehicle access to Bugatti from the development. Long stated that there is a large canal in the way.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Loock Subdivision No. 3. Scott seconded the motion. Ogden called for roll call vote: Cantu, yes; Scott, yes; Ihler, yes; Ogden, yes; Meehan, yes; Storer, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT FOR LOOCK DIVISION NO. 3, LOCATED NORTH OF BENTLEY WAY, EAST OF QUAIL DRIVE, SOUTH OF LINCOLN ROAD, AND WEST OF JONATHON AVENUE.

WHEREAS, the applicant filed an application for a final plat on August 7, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 12, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on January 22, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 5.435-acre parcel located north of Bentley Way, east of Quail Drive, south of Lincoln Road, and west of Jonathon Avenue.
3. The final plat includes 1 buildable lot, 1 non buildable lot and public right of ways of Bugatti Drive and Harrison Avenue.
4. Access to the subdivision will come from a cross-access easement from the lot to the west.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and the LC, Limited Commercial Zone.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw-Mayor

DEVELOPMENT AGREEMENT
LOOCK SUBDIVISION NO. 3

This DEVELOPMENT AGREEMENT LOOCK SUBDIVISION NO. 3 ("AGREEMENT"), made this _____ day of _____, 2026, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and QUAIL RUN LEGACY, LLC., a Utah limited liability company, whose mailing address is 352 East River Meadow Drive, Alpine, Utah 84004 ("DEVELOPER").

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that without the public improvements required

herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines,

storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision

within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER. All fees owed by DEVELOPER are due and payable upon execution of this AGREEMENT unless otherwise specified.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a

portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied

for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

22. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

23. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

24. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

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

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

27. Certification of No Chinese Ownership. Pursuant to Idaho Code section 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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

29. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

30. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Emily Geisler, City Clerk

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

QUAIL RUN LEGACY, LLC.

By _____
Will Burgess, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2026, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

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

STATE OF Idaho)
) ss:
County of Bonneville)

On this 7th day of January, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Will Burgess, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

Sakura Knight
State of Idaho
Notary Public
Commission 20242554
My Commission Expires 07/15/2030
(Seal)

Sakura Knight
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 07/15/2030

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
LOOCK SUBDIVISION NO. 3

A parcel of land located in the Northwest 1/4 of Section 16, Township 2 North, Range 38 East, being more particularly described as follows:

COMMENCING from the North 1/4 Corner of Section 16, Township 2 North, Range 38 East, Boise Meridian, Bonneville County, Idaho; Thence S 00° 28' 24" W along the east boundary of the northwest quarter of said Section 16 for a distance of 898.57 feet; Thence N 89° 30' 58" W for a distance of 15.26 feet to the TRUE POINT OF BEGINNING.

Thence, S 00° 25' 35" W along the boundary for the Crow Creek Canal for a distance of 436.81 feet; Thence, N 88° 26' 09" W for a distance of 542.83 feet to the southeast corner of Loock Subdivision Division No. 2, as recorded in the office of the Clerk of Bonneville County as Instrument No. 1743841 on March 29, 2023; Thence, N 01° 06' 53" W along the east boundary of said subdivision for a distance of 426.75 feet; Thence, S 89° 30' 56" E for a distance of 554.20 feet along the south boundary of L & S Subdivision Division No. 1, as recorded in the office of the Clerk of Bonneville County as Instrument No. 1698408 on September 1, 2021 to the TRUE POINT OF BEGINNING.

EXHIBIT "B"
SPECIAL CONDITIONS

LOOCK SUBDIVISION NO. 3

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Street Section Improvements for Bugatti Drive. DEVELOPER shall be responsible for the design and construction of roadway improvements in Bugatti Drive through the limits of the Subdivision in accordance with CITY approved Improvement Drawings. DEVELOPER shall be responsible for the design and construction costs. DEVELOPER shall also provide for the landscape strip between the curb and the sidewalk. Maintenance of the landscape strip shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 3.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Two Thousand Six Hundred and Sixty Five Dollars and Seventy Cents ($2,665.70) (874 square yards at $3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 4.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 5.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to,

all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 6.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm system shall be constructed as shown on the CITY-approved Improvement Drawings.

S.C. 7.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Hundred Sixty feet (160') of Twelve-inch (12") water main line across the entire frontage of this Subdivision, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve inch (12") main line which exceeds the costs of materials for a Eight-inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 8.00 Reimbursement of Water Main Charges. Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the Bugatti Drive right-of-way in which DEVELOPER has constructed a water main line, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any water main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

Memorandum

File #: 26-26 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, January 12, 2026
DEPARTMENT: Community Development Services

Subject
Final Plat and Reasoned Statement of Relevant Criteria and Standards, Home Ranch Addition, Division No. 7, First Amended.

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

1. Approve the Final Plat for Home Ranch Addition, Division No. 7, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Home Ranch Addition, Division No. 7, First Amended and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Home Ranch Addition, Division No. 7, First Amended. On June 3, 2025, The Planning and Zoning Commission unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

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

Fiscal Impact
NA

Legal Review

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


Zoning
PLT25-010 Home Ranch Addition Div 7, 1st Amended
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Higbee Cir
S Holmes Ave


Aerial
PLT25-010 Home Ranch Addition Div 7, 1st Amended
Higbee Cir
S Holmes Ave

STAFF REPORT
FINAL PLAT
HOME RANCH ADDITION DIVISION NO 7, FIRST AMENDED
January 22, 2026

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering
Project Manager: Naysha Foster

Property Owner: Nancy Brandon

Location: Generally located north of Hartert Dr, east of S Boulevard, south of E 25th St, and west of S Holmes Ave.

Size: approx. 0.446 acres
Lots: 2
Buildable: 2

Existing Zoning:
Site: R1
North: R1
South: R1
East: P
West: R1
Existing Land Uses:
Site: Residential
North: School
South: Residential
East: City Park
West: Residential
Future Land Use Map:
Suburban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** the final plat for Home Ranch Addition Division No. 7, First Amended.

History: The property was annexed and platted in 1977 with an initial zone of R-2. In 2018 the City initiated a City-wide zone change and rezoned the property to R1.

Staff Comments: This final plat consists of 2 lots, being a replat of Lot 6, Block 10, Home Ranch Addition, Division No. 7. The lots have already been built on. The lots are intended to accommodate the existing single unit attached homes, as permitted in the R1 Zone. The minimum lot size for the R1 Zone is 7000 sq ft and a maximum of 13,500. Lot 17 is 10,977 and lot 18 is 8,450. The developer will have to provide individual water, sewer, and power to each unit. Currently the utilities are shared.

The property is at the end of a cul-de-sac and has frontage on Higbee Circle, which is classified as a Local Residential Street.

The Comprehensive Plan identifies this area as Suburban. This transect area contains various housing types, generally including detached and attached single-unit dwellings. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. The plat adheres to the Comprehensive Plan.

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

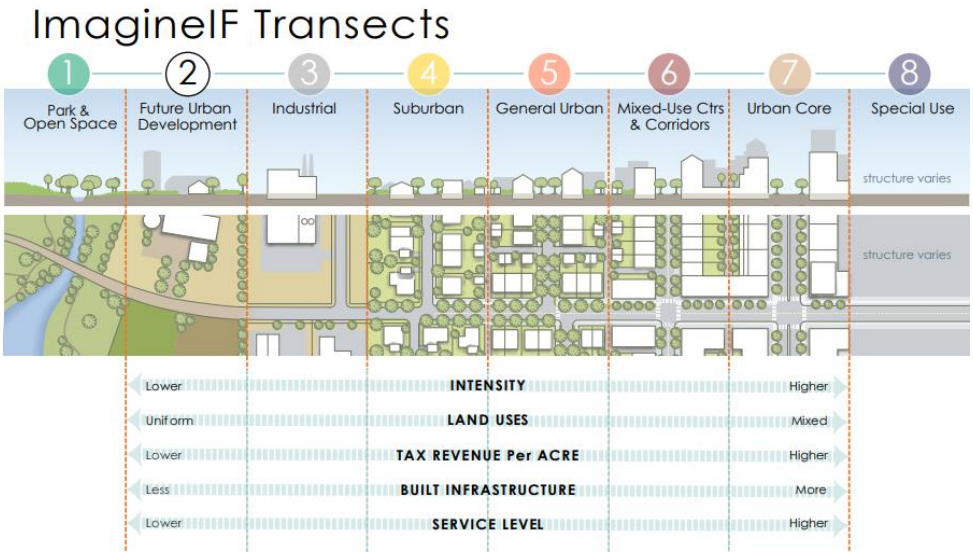
Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	N/A
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Local Streets –Higbee Circle

Zoning Ordinance:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

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



Comprehensive Plan:



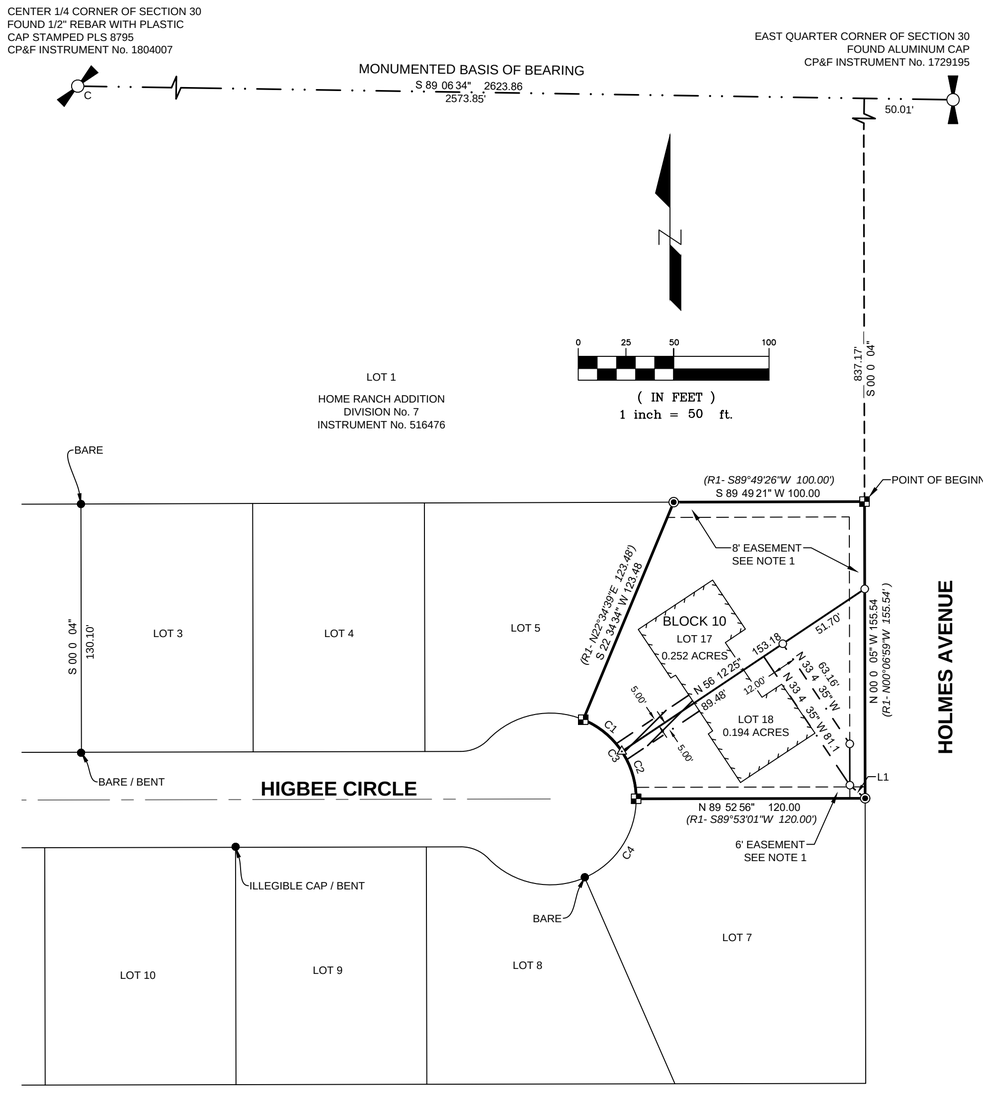
4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

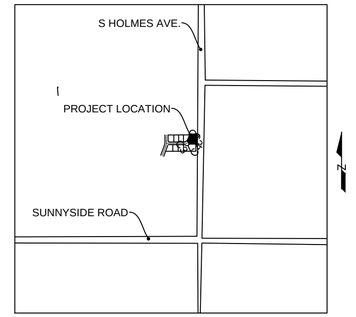
Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

HOME RANCH ADDITION, DIVISION NO. 7, FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF LOT 6, BLOCK 10, HOME RANCH ADDITION, DIVISION NO. 7 FILED AS INSTRUMENT No. 516476
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.



HOME RANCH ADDITION
DIVISION No. 9
INSTRUMENT No. 540863



VICINITY MAP

LEGEND

- PLSS SECTION CONTROL (AS NOTED)
- FOUND 1/2" REBAR AS NOTED
- FOUND 1/2" BARE REBAR, REPLACED WITH 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- SET MAGNETIC BRASS PLUG STAMPED PLS 18405
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJOINING BOUNDARY LINE
- EXISTING ROAD CENTERLINE
- SECTION LINE
- EXISTING EASEMENT LINE
- DIMENSIONAL TIE LINE
- EXISTING BUILDING
- PUBLIC UTILITY EASEMENT
- SEWER SERVICE EASEMENT SEE NOTE 2 AND OWNERS' DEDICATION
- (R1-) CP&F — RECORD INFORMATION FROM HOME RANCH ADDITION, DIVISION No. 7 FILED AS INSTRUMENT No. 516476
- CORNER PERPETUATION AND FILING RECORD

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	26.56'	45.00'	33 48 4 "	N 50 30 56" W	26.17'
C2	26.30'	45.00'	33 29 29"	N 16 51 48" W	25.93'
C3	52.86'	45.00'	6 18 16"	S 33 46 12"	49.87'
C4	52.22'	45.00'	66 29 13"	N 33 0 32"	49.34'

REFERENCE CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
R1-C3	52.86'	45.00'	6 18 22"	----	49.88'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 49 21 01"	10.57'
L2	S 00 0 0 "	21.64'

REFERENCES:

1) HOME RANCH ADDITION, DIVISION No. 7, INSTRUMENT No. 516476
2) HOME RANCH ADDITION, DIVISION No. 9, INSTRUMENT No. 540863
3) DEED INSTRUMENT No. 591115
4) DEED INSTRUMENT No. 1525521
5) DEED INSTRUMENT No. 1627835
6) DEED INSTRUMENT No. 1799532
7) CP&F'S AS LISTED ON THE FACE OF THIS PLAT

NOTES:

1) EXISTING PUBLIC UTILITY EASEMENT PURSUANT TO HOME RANCH ADDITION DIVISION No. 7 FILED AS INSTRUMENT No. 516476 DATED: MAY 4, 1977.
2) A SHARED SEWER SERVICE EASEMENT BEING 5.00 FEET EACH SIDE OF THE LOT LINE. FROM THE RIGHT-OF-WAY OF HIGBEE CIRCLE TO THE FACE OF THE EXISTING BUILDING.

BASIS OF BEARING

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

SURVEY NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO DIVIDE LOT 6, BLOCK 10 OF HOME RANCH ADDITION DIVISION No. 7 FILED AS INSTRUMENT No. 516476, ALONG THE COMMON WALL OF THE EXISTING TWIN HOME.

THE BOUNDARY WAS DETERMINED BY HOLDING THE RECOVERED MONUMENTS FOUND AROUND THE EXTERIOR OF LOT 6, BLOCK 10 OF HOME RANCH ADDITION DIVISION No. 7. AS WELL AS THE RECORD INFORMATION SHOWN ON THE PLAT OF HOME RANCH ADDITION DIVISION No. 7 FILED AS INSTRUMENT No. 516476. ADDITIONAL MONUMENTS WERE FOUND IN THE SURROUNDING LOTS AS SHOWN, THESE WERE USED TO AID IN THE BOUNDARY RESOLUTION AND AGREED WELL WITH THE MONUMENTS RECOVERED AROUND LOT 6, BLOCK 10.

THE LOT LINE WAS DETERMINED BY MEASURING THE EXISTING TWIN HOME AND PROJECTING A LINE THROUGH THE COMMON WALL FOUND BETWEEN THE GARAGES OUTWARDLY TO THE EXTERIOR LOT LINES.

PROFESSIONAL LAND SURVEYOR LICENSED 18405 STATE OF IDAHO CARDON T. PAINE
PRELIMINARY

IDAHO FALLS, ID

DRAWN BY: SE	REVIEWED BY: CTP
JOB NO: 25-023	DATE: December 30, 2025

CONNECT ENGINEERING
CIVIL ENGINEERING / SURVEYING / CONSTRUCTION
IDAHO FALLS / CHUBBUCK
208-881-0081

HOME RANCH ADDITION DIVISON No. 7 FIRST AMENDED

1 OF 2 SHEETS

HOME RANCH ADDITION, DIVISION NO. 7, FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF LOT 6, BLOCK 10, HOME RANCH ADDITION, DIVISION NO. 7 FILED AS INSTRUMENT No. 516476
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED RYAN HANSEN AND AUNDREA HANSEN, HUSBAND AND WIFE, ARE THE LAWFUL OWNERS OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO A BLOCK AND LOTS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS HOME RANCH ADDITION, DIVISION NO. 7, FIRST AMENDED, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT THE OWNERS DO HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNERS, OR THEIR HEIRS, SUCCESSORS AND ASSIGNS, HEREBY GRANT A PERMANENT PRIVATE SEWER SERVICE EASEMENT FOR THE SERVICE OF BOTH LOTS SHOWN AND DIMENSIONED ON THE FACE OF THIS PLAT.

OWNERS, OR THEIR HEIRS, SUCCESSORS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO THE OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNERS OR THEIR SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNERS AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO SUBSCRIBED THEIR SEALS AND SIGNATURES THIS _____DAY OF _____, 202____.

_____
RYAN HANSEN

_____
AUNDREA HANSEN

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RYAN HANSEN, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE ATTACHED OWNERS' DEDICATION AND DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS THE AUTHORIZED TO EXECUTE THE SAME.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO:_____

RESIDING AT:_____

MY COMMISSION EXPIRES ON:_____

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED AUNDREA HANSEN, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE ATTACHED OWNERS' DEDICATION AND DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS THE AUTHORIZED TO EXECUTE THE SAME.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO:_____

RESIDING AT:_____

MY COMMISSION EXPIRES ON:_____

BOUNDARY DESCRIPTION

BEING LOT 6, BLOCK 10 OF HOME RANCH ADDITION DIVISION No. 7 FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 516476 BEING FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 30 OF TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE M RIDI N FROM WHI H TH ST U RT R ORN R RS S 89 06 34 2623.86 F T TH N S 89 06 34 25 3.85 F T THENCE S 00 0 04 83 .1 F T TO SOUTH ST ORN R OF LOT 1, LO 10 OF TH HOM R N H DDITION DI ISION No. FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 516476 POINT ALSO BEING THE **POINT OF BEGINNING**;

TH N S 89 49 21 W 100.00 F T LON TH SOUTH OUND RY OF LOT 1, LO 10 OF TH S ID HOM R N H DDITION DIVISION No. 7 TO THE NORTHEAST CORNER OF LOT 5;

TH N S 22 34 34 W 123.48 F T LON TH ST OUND RY OF LOT 5, LO 10 OF S ID HOM R N H DDITION DI ISION No. 7 TO THE EXISTING RIGHT-OF-WAY LINE OF HIGBEE CIRCLE BEING A NON-TANGENT CURVE TO THE RIGHT;

THENCE 52.86 FEET ALONG THE SAID EXISTING RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE RIGHT (CURVE D T R DIUS 45.00 F T D LT 6 18 16 HORD S 33 46 12 49.8 F T TO TH NORTHW ST ORN R OF LOT , BLOCK 10 OF SAID HOME RANCH ADDITION DIVISION No. 7;

TH N N 89 52 56 120.00 F T LON TH NORTH OUND RY OF LOT , LO 10 OF S ID HOME RANCH ADDITION DIVISION No. 7 TO THE NORTHEAST CORNER OF THE SAID LOT 7;

TH N N 00 0 05 W 155.54 F T LON TH ST OUND RY OF HOM R N H DDITION DI ISION No. INSTRUM NT No. 516476 TO **THE POINT OF BEGINNING**;

DESCRIPTION CONTAINS 0.446 ACRES MORE OR LESS

IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

S NIT RY R STRI TIONS S R UIR D Y I. . 50-1326 H N S TISFI D S D ON D RTM NT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY R STRI TIONS M Y R IM OS D, IN ORD N WITH I. . 50-1326, Y TH ISSU N OF RTIFI T OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH DEPARTMENT

_____
ENVIRONMENTAL HEALTH SPECIALIST DATE

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, URSU NT TO TH R UIR M NTS OF I. . 50-1308, DO H R Y RTIFY TH T LL OUNTY RO RTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

_____
BONNEVILLE COUNTY TREASURER DATE

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF HOME RANCH ADDITION, DIVISION NO. 7 FIRST AMENDED, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____
BONNEVILLE COUNTY RECORDER DATE

CITY'S ACCEPTANCE

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

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JOHNATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

DRINKING WATER CERTIFICATE

URSU NT TO I. 50-1334, TH OWN R DO S H R Y, RTIFY TH T LL LOTS SHOWN ON THIS L T R ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____, 20____ .

_____
THE NANCY E. BRANDON TRUST, DATED JUNE 6, 2019
BY: NANCY E. BRANDON - TRUSTEE

EXAMINING SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE MIN D THIS L T ND FIND TH T IT OM LI S WITH I. . 50-1305.

_____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL, PLS 12223 DATE

FLOOD PLAIN DESIGNATION

ZONE C PER FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1600290005B, EFFECTIVE DATE OCTOBER 15, 1982.

SURVEYOR'S CERTIFICATE

I, CARDON T. PAYNE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS HOME RANCH ADDITION, DIVISION NO. 7, FIRST AMENDED, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

_____
CARDON T. PAYNE, PLS 18405

PROFESSIONAL LAND SURVEYOR
LICENSED
18405
STATE OF IDAHO
CARDON T. PAYNE
PRELIMINARY

IDAHO FALLS, ID

DRAWN BY: SE	REVIEWED BY: CTP
JOB NO: 25-023	DATE: December 30, 2025

CONNECT ENGINEERING
CIVIL ENGINEERING / SURVEYING / CONSTRUCTION
IDAHO FALLS / CHUBBUCK
208-881-0081

HOME RANCH ADDITION DIVISON No. 7 FIRST AMENDED

2 OF 2 SHEETS

June 3, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Bill Scott, Matthew Meehan, Arnold Cantu, Forrest Ihler.

MEMBERS ABSENT: Dale Storer

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

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

MINUTES: Cantu moved to accept the minutes of May 6, 2025, Meehan seconded the motion. The motion passed unanimously.

Business:

8. PLT 25-010: FINAL PLAT FOR HOME RANCH ADDITION DIVISION NO. 7, FIRST AMENDED.

Applicant: Travis Payne Connect Engineering, 2295 N Yellowstone Hwy, Unit 6, Idaho Falls, Idaho. Payne stated that this .44-acre 2 lot plat in R1 and there is currently a building, and they are dividing the duplex into two lots.

Ihler asked how a duplex is made without it being split. Payne deferred to staff. Foster stated that duplex is owned by one person, and if they split it, they can be sold individually.

Foster presented the staff report.

Beutler added that a subdivision plat usually doesn't have internal problems, and the mechanism would be the development agreement that would have the solutions as identified.

Ogden moved to recommend to the Mayor and City Council approval of the Final Plat for Home Ranch Addition Division No. 7, First Amended, Scott seconded the motion. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF HOME RANCH ADDITION DIVISION NO 7, FIRST AMENDED LOCATED GENERALLY LOCATED NORTH OF HARTERT DR, EAST OF S BOULEVARD, SOUTH OF E 25TH ST, AND WEST OF S HOLMES AVE.

WHEREAS, the applicant filed an application for a final plat on April 21, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 3, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on January 22, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate .446 acres located generally located north of Hartert Dr, east of S Boulevard, south of E 25th St, and west of S Holmes Ave.
3. This final plat consists of 2 lots, being a replat of Lot 6, Block 10, Home Ranch Addition, Division No. 7.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
5. The plat is consistent with the principles of the City's Comprehensive Plan and the R1, Single Dwelling Residential Zone.

II. DECISION

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

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw, Mayor

Memorandum

File #: 26-27 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, January 12, 2026
DEPARTMENT: Community Development Services

Subject
Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Willows Place Townhomes.

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

1. Approve the Planned Unit Development (PUD) for Willows Place Townhomes as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Willows Place Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Willows Place Townhomes. On October 7, 2025, the Planning Commission voted to recommend approval of the PUD to the Mayor and City Council with a vote of 5 to 1.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

The PUD must be consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

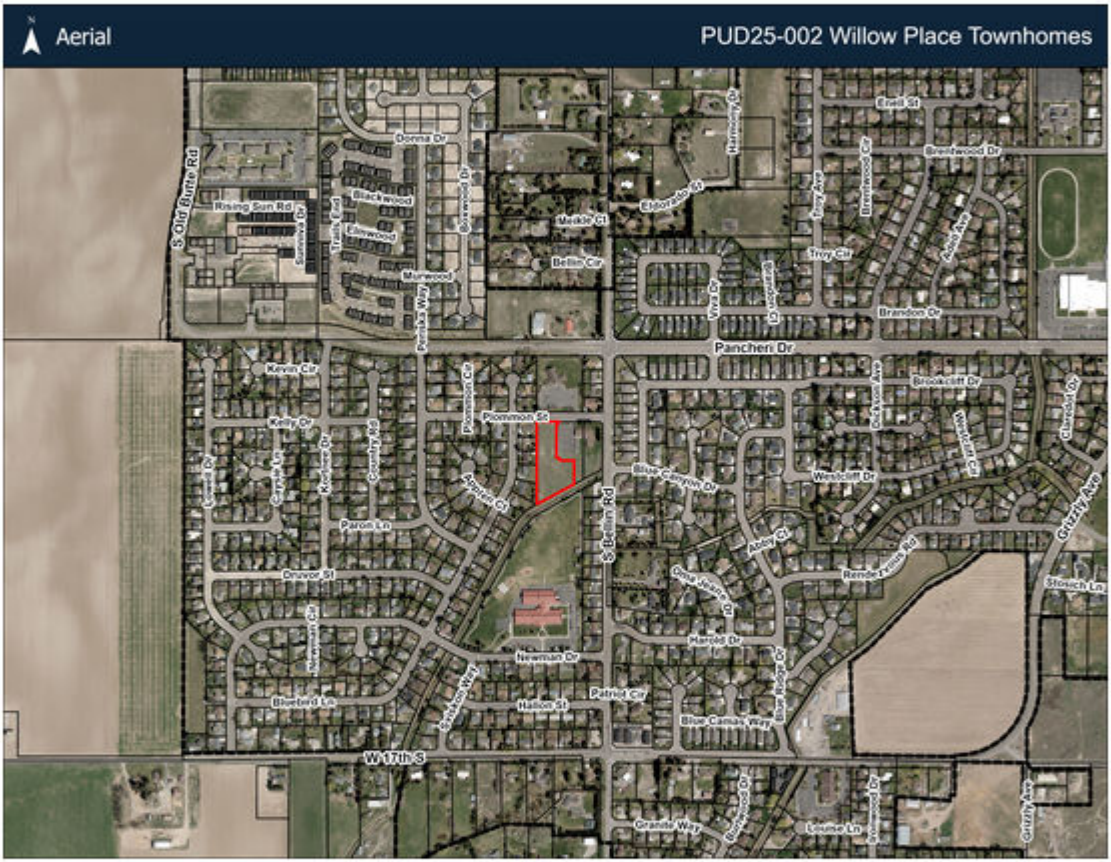
Interdepartmental Coordination
The PUD plan has been reviewed by Public Works, Engineering, Fire, Planning, Power, Sanitation, Sewer, and Water.

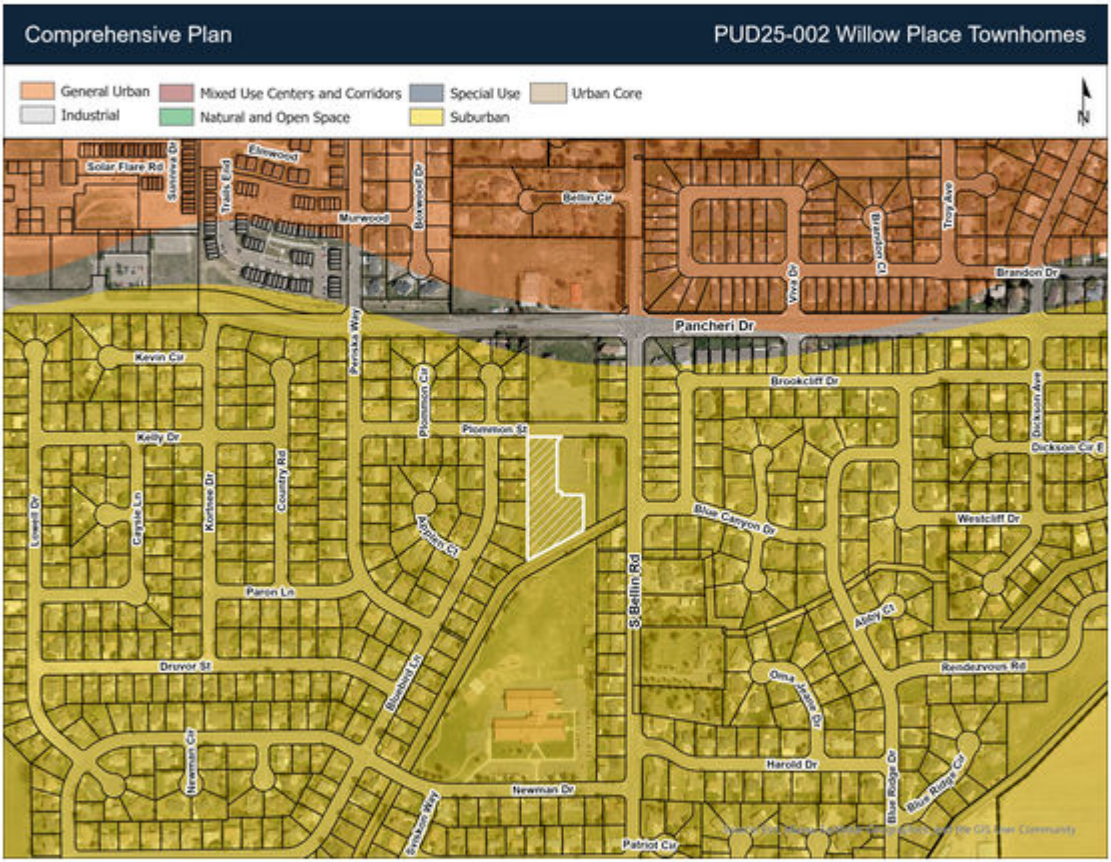
Fiscal Impact
NA

Legal Review

This application has been reviewed by the Legal Department pursuant to applicable law.


Zoning
PUD25-002 Willow Place Townhomes
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Plummon Cir
Plummon St
Bluebird Ln
Applen Ct
S Bellin Rd
Brookcliff Dr
Blue Canyon Dr


Aerial
PUD25-002 Willow Place Townhomes
S Old Burris Rd
Rising Sun Rd
Donna Dr
Blackwood
Edenwood
Murwood
Pamika Way
Sherwood Dr
Trails End
Meikle Ct
Bellin Cir
Harmony Dr
Elliott Acres St
Troy Cir
Vista Dr
Brandon Dr
Brentwood Dr
Pancheri Dr
Kevin Cir
Kelly Dr
Plommon St
Plommon Cir
Archer Ct
Parom Ln
Drover St
Newman Dr
Bluebird Ln
Hallon St
W 17th S
S Bellin Rd
Blue Canyon Dr
Westcliff Dr
Brookcliff Dr
Glencoe Ave
Grizzly Ave
Abby St
Harold Dr
Patriot Cir
Blue Canyon Way
Blue Ridge Dr
Granite Way
Louise Ln
Stretch Ln


Comprehensive Plan
PUD25-002 Willow Place Townhomes
General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
N
Solar Flare Rd
Sunnova Dr
Elmwood
Trails End
Murwood
Boxwood Dr
Bellin Cir
Brandon Ct
Troy Ave
Vinal Dr
Brandon Dr
Pancheri Dr
Kevin Cir
Periska Way
Plommon Cir
Plommon St
Brookcliff Dr
Dickson Ave
Dickson Cir E
Kelly Dr
Lowell Dr
Carlyle Ln
Kortlaw Dr
Country Rd
Bellin Ct
Blue Canyon Dr
Westcliff Dr
S Bellin Rd
Parson Ln
Druvor St
Bluebird Ln
Abby Ct
Rendezvous Rd
Oma Jeanne Dr
Newman Cir
Newman Dr
Harold Dr
Blue Ridge Dr
Blue Ridge Cir
Graham Way
Patriot Cir

(4) Access shall be provided to each individual mobile home space by means of an access way reserved for maneuvering mobile homes into position. This access shall be kept free from trees, shrubs and other immovable obstructions. Paving of the access way shall be required. Use of planks, steel mats, etc., during placement of a mobile home shall be allowed so long as the same are removed immediately after such placement.

(5) Off-Street parking shall be provided at the rate of two (2) parking spaces per individual mobile home space contained within the mobile home park. Two (2) nine foot by twenty foot (9'x20') hard surfaced areas. either side by side or tandem shall be required for parking. minimum of one hundred and eight (180) square feet. In no situation shall the parking space be located greater than one-hundred feet (100') away from the mobile home space it is designed to serve.

(6) The Mobile Home Park shall be under unified ownership and shall he planned as a whole so all landscaping and common areas can be properly maintained.

(7) An amenity shall be provided for Mobile Home Parks that contain ten (10) or more homes or spaces. (Ord. 3452, 3-31-22)

(W) Planned Unit Development (PUD).

(1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:

(a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.

(b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.

(c) Achieve a compatible land use relationship with the surrounding area.

(d) Promote redevelopment and reuse of previously developed property.

(e) Encourage development of vacant properties within developed areas.

(f) Provide usable and suitably located common space, recreation facilities or other public/common facilities.

(g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site.

(h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.

(i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.

(j) Ensure appropriate phasing of development and amenities.

(k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.

(2) Allowed Uses.

(a) All uses allowed in the underlying zone.

(b) Limited commercial uses in mixed use developments not otherwise allowed in the base zone as set forth in Chapter 2 Land Use Regulations of when:

(i) The uses are consistent with the character of the neighborhood, mitigate impacts to the surrounding area and are sited and designed such that the activities present will not detrimentally affect residential uses.

(ii) The uses do not create a traffic or pedestrian safety hazard or generate traffic more than the capacity of the public streets serving the development or its own proposed access points to those streets.

(iii) The limited commercial uses within a residential zone do not constitute more than twenty percent (20%) of the gross land area of the PUD.

(3) General Requirements.

(a) Unified Control. The development site of a PUD shall be under unified ownership or control and shall be planned as a whole so all landscaping, off-street parking and other common areas can be properly maintained.

(b) Establishing Additional Standards. In addition to general building and development standards, additional design standards may be imposed in the approval of a conditional use to satisfy the criteria for PUD development as set forth in this Section. The requirement of additional conditions to implement these standards shall be consistent with the process for approval of a conditional use permit for a PUD as set forth in Chapter 6 Administration.

(c) Applicability of Other Regulations. Unless otherwise approved through the Conditional Use Permit, a PUD shall conform to all requirements set forth elsewhere in this Code, Subdivision Regulations, Standard Specifications and Drawings, and all other applicable regulations and standards of the City of Idaho Falls.

(d) Approval Process. The application requirements, review steps and approval process for a PUD as set forth in Chapter 6 Administration.

(4) Dimensional Requirements. Dimensional standards, including minimum lot size, setbacks, maximum density and height, and required parking and parking dimensional standards, if different from the regular requirements of this code shall be established for each individual PUD based upon the following criteria:

(a) PUD Size. The minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping, or provides a public benefit or amenity.

(b) Lot Size. There shall be no minimum lot size.

(c) Density.

(i) The maximum density allowed in residential zones is set forth in Table 11-2-4 Maximum Residential Density:

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	35
R1	8
R2	17
TN	17
R3	35
R3A	35

(Ord. 3452, 3-31-22)

(ii) For other base zones where residential uses are allowed, the maximum density allowed shall be thirty-five (35) dwelling units per gross acre.

(iii) The maximum number of units permissible in each individual zone shall be calculated separately, and no allowed dwelling unit density can be transferred between zones.

(d) Setbacks shall reflect the general standards of the area and character of the neighborhood in which the PUD is located.

(i) In residential PUDs, the established setbacks of residential properties contiguous to or across the street from the PUD, shall constitute the minimum setback for the perimeter area of the PUD which it is contiguous to.

(ii) Internal setbacks between buildings or internal lot lines within residential PUDs may be established as part of the PUD process.

(e) Height. The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least two foot (2') for each additional one foot (1') of building height.

(5) Arrangement and Design.

(a) A PUD shall be compatible with the surrounding neighborhood bulk, scale, structural mass, and character demonstrated by similar building types, construction, separations, and heights.

(b) Structures and uses of lowest height and intensity shall be arranged around the boundaries of the development.

(c) Taller structures should be located toward the interior of the site or in a location to lessen the adverse impacts of height on the surrounding neighborhood.

(d) Structures should be oriented towards common areas. Residential uses should be separated and arranged to provide for private space, in addition to providing for common areas.

(e) Structures should include a high quality of design and architecture as demonstrated by cohesive building styles, a range of building positions, custom architectural features, and varied building materials.

(6) Landscaping and Buffering.

(a) All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.

(b) Landscape plans shall be submitted as part of the PUD application.

(c) Internal landscaping area, excluding required buffers, shall provide the following, a minimum one (1) tree per five thousand square feet (5,000 ft^2). A minimum of two (2) shrubs for each required tree. The use of native vegetation which reduces water consumption is encouraged.

(d) Alternate tree spacing can be requested as part of the PUD, but shall not reduce the total minimum number of trees required.

(e) All PUDs that include limited commercial uses or residential uses contiguous to existing commercial uses shall provide a buffer from contiguous residential uses that are not part of the PUD development.

(i) The buffer shall be no less than ten feet (10') in width and shall include trees with no less than twenty foot (20') centers separating them; and

(ii) A six foot (6') opaque fence (opaque fence shall not include chain link fencing with or without slats) or a dense hedge of shrubbery which shall attain a height of at least six feet (6').

(7) Parking Lot Design and Landscaping.

(a) Parking areas more than twenty-four (24) parking spaces shall include landscaping of a minimum of ten percent (10%) of the parking area with trees and appropriate ground cover. Landscape rock alone shall not constitute appropriate ground cover.

(b) Parking lots containing twenty-four (24) or more parking spaces contiguous to public or private streets shall include within the contiguous landscape strip a berm of no less than four feet (4') in height.

(c) Interior parking lot landscaping shall be designed to incorporate pedestrian ways through the parking area and to break large parking areas into smaller bays.

(8) Streetscapes.

(a) All PUDs shall have frontage on a public or an approved private street.

(b) The development shall provide safe, inviting, and attractive streetscapes.

(c) Except for the area occupied by a permitted driveway, a landscape strip shall be provided and maintained along the side of the property bordering any public or private street that is closest to the portion of the lot containing a structure or other development.

(i) The landscape strip contiguous to perimeter public streets shall be no less than twenty feet (20') in width and shall include trees (with no less than thirty feet (30') centers separating them) and lawn or other ground cover.

(ii) The landscape strip contiguous to internal public and private streets shall be no less than ten feet (10') in width and shall include trees (with no less than forty feet (40')

centers separating them) and lawn or other ground cover.

(d) Trash enclosures and dumpsters shall not be located within setbacks or contiguous to any street.

(9) Common Space. All PUDs shall provide common space and landscape areas as follows:

(a) Not less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.

(b) Common space may include an outdoor space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities. Usable outdoor space shall include outdoor areas on the ground, deck or patio, gazebo or pavilion designed and accessible for outdoor living, recreation or park-like facilities and shall include landscaping. Usable outdoor space shall not include parking areas or communal facilities of a non-recreational nature.

(c) Common spaces shall not include areas within any road, driveway, parking area, sidewalk contiguous to a public or private street, required landscape strip or buffer, and a drainage facility that does not include additional physical amenities, as identified in this Section, beyond open space.

(10) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

(a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.

(b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

(c) PUDs shall provide at least one (1) of the following amenities:

(i) Private or public indoor or outdoor recreational facility, such as a swimming pool, hot tub, theater room, gym, ball courts, or commercial playground equipment featuring a minimum of three (3) different functions, such as slide, swing set and climbing wall.

(ii) Private or public plaza, pedestrian mall, community garden area which includes irrigation and planting beds, outdoor kitchen facilities, shade structures such as pavilions, or other similar space for social gatherings.

(iii) Public access to or additions to the greenbelt, bike lanes, neighborhood park systems or other public open space or enhanced pedestrian connections to City pathway system, adjacent employment and shopping centers.

(iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.

(v) A drainage facility developed with additional permanently affixed physical amenities beyond open space.

(vi) Dog Park. Dog Parks must be completely fenced and shall include pet waste stations, trash cans, benches or picnic tables and a minimum of one of the following: wash

station, grooming tables, or agility training equipment.

(vii) Similar amenities which reflect the purposes of this Section, as approved by the Council.

(Ord. 3522, 06-29-23)

(11) Pedestrian system.

(a) PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties.

(b) The pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.

(12) Phasing. Phasing of development and associated public and private improvements is permitted, subject to an approved phasing schedule. Phased development shall be considered with the initial PUD approval process and ate phasing schedule shall be approved as part of the development plan. Proposed amenities shall be constructed with the first phase or approved according to the phasing schedule, provided that a majority of the improvements occur within the first phase. Upon approval of the development plan and schedule for all phases of the PUD, each phase of the development may occur in accordance with the review and approval procedures, as specified by this Code. (Ord. 3277, 10-10-19) (Ord. 3496, 12-8-22)

(X) Public Service Facility.

(1) The activity to be carried on must not generate an amount of vehicular traffic significantly higher than uses in the surrounding area.

(2) Lights must be directed away from surrounding residential areas and shielded downward.

(Y) Recreation Vehicle (RV) Park.

(1) Each RV park shall be held in one (1) ownership and shall contain at least two (2) acres of land.

(2) All RV parks shall be contiguous to a collector or arterial street, as set forth in The Access Management Plan.

(3) All RVs shall be set back at least thirty feet (30') from any public street, and fifteen feet (15') from an interior private roadway.

(4) The RV park roadway system shall provide convenient circulation through the park and shall provide access to each RV space. No space will be permitted direct access to a public street, road, or highway other than by means of the RV park roadway system. All entrances and exits from the RV park shall be by forward motions only. No exit or entrance from a RV park shall be through a residential zone.

(5) All roadways shall have a width of at least twenty feet (20') and all roadways shall be hard-surfaced.

(6) All areas within the RV park which are not hard-surfaced shall be landscaped and maintained with lawns, trees, and shrubs designed to provide privacy and noise containment. A landscape screen at least eight feet (18') in width shall be provided contiguous to the exterior boundaries of the RV park.

(7) Each RV space shall be at least twenty feet (20') in width and at least forty feet (40') in length.

STAFF REPORT

WILLOW PLACE TOWNHOMES
PLANNED UNIT DEVELOPMENT (PUD)

Janaury 22, 2026

IDAHO FALLS

Community Development Services

Applicant: Bear Hunter Holdings, LLC

Owner: Bear Hunter Holdings, LLC

Project Manager: Caitlin Long

Location: Generally, north of the Highland Canal, east of Blue Bird Ln, south of Plommon St, and west of S Bellin Rd.

Size: 1.815 Acres
Lots: 15
Units: 14

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

Existing Land Uses:
Site: Vacant
North: Church
South: Elementary School
East: Church
West: Residential

Future Land Use Map: Suburban

Attachments:
1. PUD Standards
2. Zoning Ordinance
3. Comprehensive Plan Policies
4. Maps and aerial photos
5. PUD Concept
6. Elevations

Requested Action: To **approve** the Planned Unit Development for Willow Place Townhomes.

History: This property was annexed into the city in July of 1979 with an initial zoning of R-1. It was platted as part of New Sweden Estates in October 1979. A Conditional Use Permit was approved in 1981 for a Church. No conditions were applied.

Staff Comments: A complete application for the PUD was submitted August 29, 2025. A neighborhood meeting took place August 25, 2025, as required by section 11-6-8 of the Zoning Ordinance.

The proposed PUD consists of 14 single-dwelling attached units on approximately 1.815 acres of land. There are 14 buildable lots and one unbuildable lot, containing the storm retention pond, private street, parking and amenities. Each unit will have 2 to 3 bedrooms with front loaded single car garages. This will require 28 parking stalls. 42 will be provided. One in the garages, one in the driveway and the rest in the parking lot. All units are two-stories.

The only variance being requested is the front setback. In the R1 zone the front setback is a minimum of 25 feet. The applicant feels reducing the front setback vs the rear setback allows the residence to have more private space and more space between the residences to the west.

The proposed PUD complies with Section 11-2-6(W) of the Zoning Ordinance. The allowed density is 8 units per acre or in this proposed project 14 total units. The proposed PUD meets the required landscaping. One amenity is required however the developer is proposing two. One is a basketball court that will also act as a fire apparatus turnaround, and the other will be a playground within the storm pond so that it can count towards the 25% common space.

Staff Recommendation: Staff has reviewed the PUD and finds that it is consistent with the Comprehensive Zoning Ordinance as well as the Comprehensive Plan. Staff and the Planning and Zoning Commission recommend approval of the proposed PUD for Willow Place Townhomes.

PUD Standards	Staff Comments
Siting Requirements: Minimum site size shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping or provides a public benefit or amenity.	The PUD consists of approximately 1.815 acres. The lot is considered infill or redevelopment.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD.	The underlying zone is R1 with the Airport Overlay Zones. The proposed development meets the standards within both the underlying zone and the overlay zone when developing a PUD.
Unified Control:	The PUD will include a home owners association.
Density: The residential density in the R1 zone with a PUD is 8 units per gross acre.	The developer is proposing 7.7 units per acre.
Location of Buildings and Structures: The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height	The maximum building height in R1 is 24 feet. The proposed townhomes will be within the height restriction.
Arrangement and Design: Residential buildings include a high quality of design and should be separated and arranged to provide for private space in addition to common areas.	The arrangement of the townhomes will provide some private space.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping or an amenity.
Common Space: All PUDs shall provide common and landscaped areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space.	The proposed PUD meets the twenty five percent requirement.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of the amenities should increase as overall acreage and scale of the development increases.	This development is required to have 1 amenity. 2 amenities are proposed – a playground and basketball court.
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures and amenities.	The PUD will provide sidewalks within the development and be required to have a pedestrian crossing to the amenities.
Phasing:	The applicant is proposing 1 construction phase.

Zoning Ordinance:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.
(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs

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

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

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

11-2-6: STANDARDS FOR ALLOWED LAND USES

(W) Planned Unit Development (PUD).
(1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:
(a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
(b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.

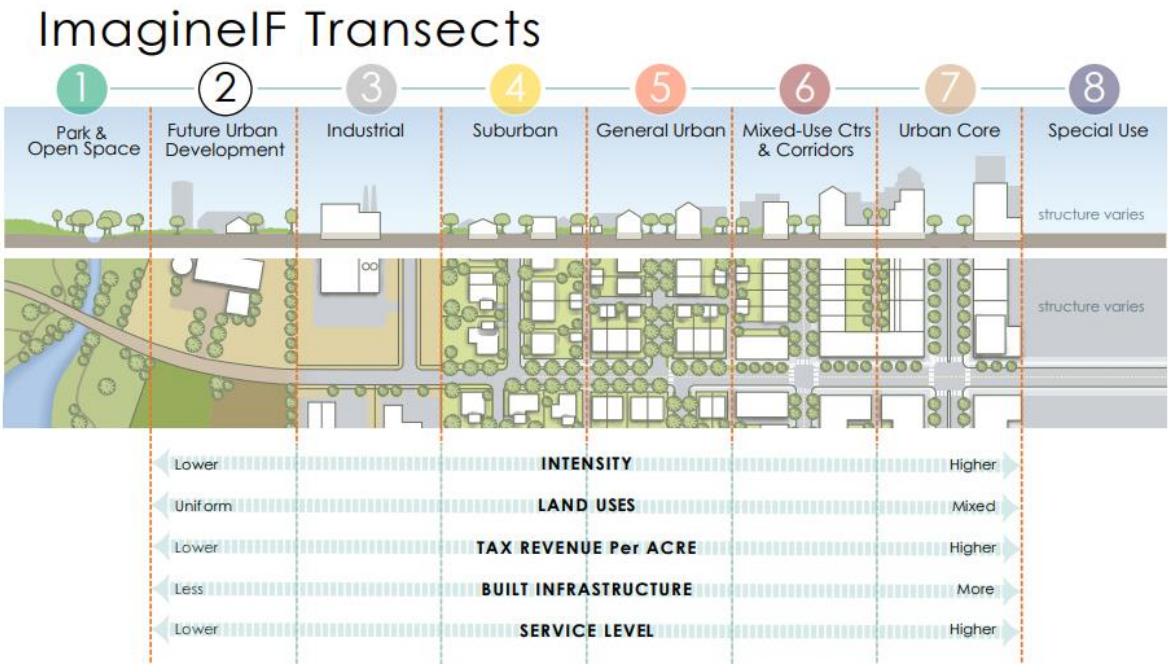
(c) Achieve a compatible land use relationship with the surrounding area.
(d) Promote redevelopment and reuse of previously developed property.
(e) Encourage development of vacant properties within developed areas.
(f) Provide usable and suitably located common space, recreation facilities or other public/ common facilities.
(g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site.
(h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.
(i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.
(j) Ensure appropriate phasing of development and amenities.
(k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.

Comprehensive Plan:

Appropriate Infill and Redevelopment pg. 104

A. Ensure infill development is compatible with existing use and character.

Action 2: Use general urban transects to buffer mixed use corridors and industrial transects from suburban transects.
Action 4: Find ways to better accommodate and implement redevelopment and infill by working with developers to help create projects that service the needs of the immediate area.





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

PLANNED UNIT DEVELOPMENT

PROPOSED RESIDENTIAL

A. BUILDING TYPE = SINGLE FAMILY ATTACHED (2 story with garage)
B. CONSTRUCTION TYPE = V-B, UNSPRINKLERED
C. UNIT SIZE = 1,519sf (637sf MAIN FLOOR + 637sf SECOND FLOOR + 245sf GARAGE)
D. BUILDINGS = 5
E. UNIT COUNT = 14 (3 BEDROOM UNITS)
F. TRASH: INDIVIDUAL 95 GAL. CONTAINERS

NOTE: ALL BUILDINGS ARE BELOW 21' TALL AT EAVE AND ARE TYPE V-B CONSTRUCTION. SEE ARCHITECTURAL PLANS FOR MORE INFORMATION.

LANDSCAPE NOTE

A. LANDSCAPE AREA PROVIDED = 21,962 SQ FT
B. LANDSCAPE AREA = 27.8% OF TOTAL LOT
H. LANDSCAPE BUFFERS = 10' wide with trees at 20' o.c.
I. OVERALL LANDSCAPE PROVIDED = 39,728sf (50.2%)
J. INTERNAL LANDSCAPING: 1 TREE & 2 BUSHES/5000 SQ FT
K. IRRIGATION TO BE PROVIDED MY MUNICIPAL CULINARY SOURCE
- NOTE: THE PROPERTY WAS HISTORICALLY EXCLUDED FROM THE IRRIGATION DISTRICT AND A WILL NOT SERVE LETTER WAS PROVIDED.

SITE INFORMATION

A. ZONE = R1 SINGLE DWELLING RESIDENTIAL
B. LEGAL DESCRIPTION: LOTS 1-3, BLOCK 5, 47,242 SQ FT LOTS 4-6, BLOCK 5
C. COMBINED LOT SIZE = 1.815ac (79,075.223sf)
D. ALLOWED DENSITY = 6 du/ac (8 du/ac with PUD)
E. PUBLIC STREET SETBACK = 25ft
F. SIDE SETBACK = 6ft
G. REAR SETBACK = 25ft
H. ZOEY LANE IS A PRIVATE STREET TO BE MAINTAINED BY THE HOA

PARKING REQUIRMENTS

A. PARKING REQUIRED = 28 (2 stalls per dwelling)
B. PARKING PROVIDED = 42 (2 per driveway/1 per dwelling overflow)
All stalls are 10' wide X 20' long

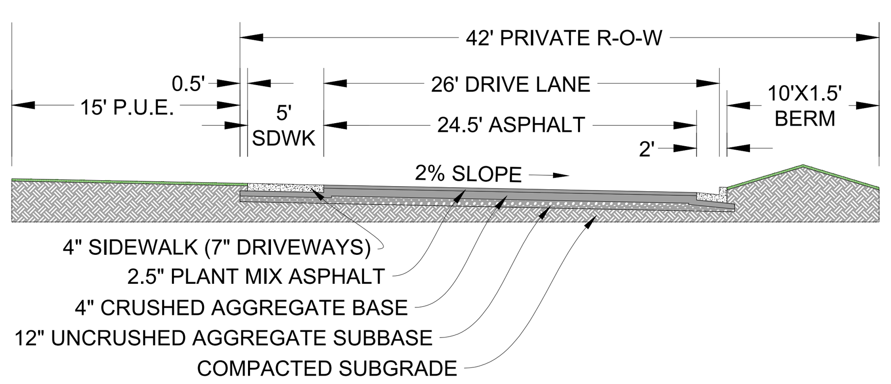
AMENITY INFORMATION

A. AMENITY OPEN SPACE REQUIRED = 19,769sf (25%)
B. AMENITY OPEN SPACE PROVIDED = 19,836sf (25.1%)
C. PROPOSED BASKETBALL COURT, PLAYGROUND AREA

FIRE DEPT. NOTE:

A. This project will require fire lane signs and red painted curbing. Contact the Fire Prevention Division of the Idaho Falls Fire Department for a consultation on fire lane sign placement, painted curbing requirements and the emergency vehicle turn around area.



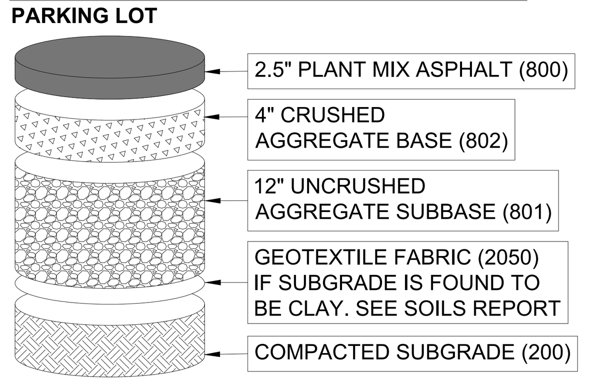


ROADWAY SECTION

PRIVATE RIGHT OF WAY

PAVEMENT BALLAST SECTION

PARKING LOT



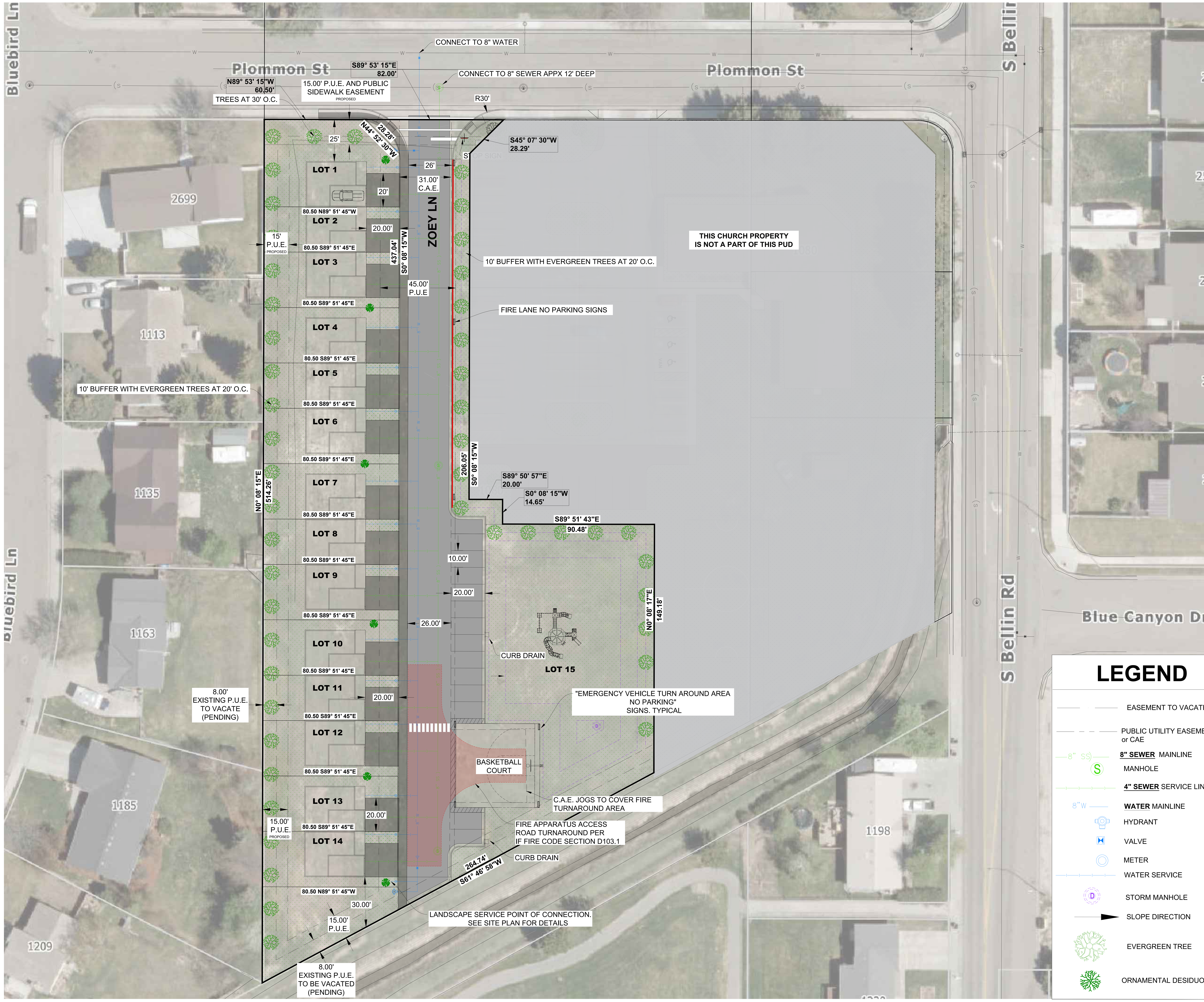
NOTE: BUILD, COMPACT AND TEST PER GEOTECHNICAL INVESTIGATION, IF ANY, AND SECTIONS FROM THE CITY AND ISPWC STANDARDS AND SPECIFICATIONS REFERENCED ABOVE

SURVEY NOTE

THIS SITE PLAN IS DESIGNED TO CONFORM WITH AN ACTUAL SURVEY THAT WAS PERFORMED ON THE GROUND BY A LAND SURVEYOR LICENSED BY THE SATE OF IDAHO. THE BOUNDARY LINES OF THE SURVEY ARE SHOWN HEREON WITH BEARINGS AND DISTANCES. IT IS THE OWNER'S/DEVELOPERS RESPONSIBILITY TO CONSTRUCT ALL STRUCTURES SHOWN ON THIS SITE PLAN IN ACCORDANCE WITH SAID SURVEY.

BASIS OF BEARING

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



LEGEND

- EASEMENT TO VACATE
- PUBLIC UTILITY EASEMENT or CAE
- 8" SEWER MAINLINE
- MANHOLE
- 4" SEWER SERVICE LINE
- WATER MAINLINE
- HYDRANT
- VALVE
- METER
- WATER SERVICE
- STORM MANHOLE
- SLOPE DIRECTION
- EVERGREEN TREE
- ORNAMENTAL DESIDUOUS

PROFESSIONAL ENGINEER LICENSED 19205 19-Dec-25 STATE OF IDAHO STEVEN HEATH

MTN WEST ENGINEERING

PUD

WILLOWS PLACE TOWNHOMES

1" = 30'

0 30 60

24"X36" SHEET SIZE

N

12/19/2025

PAGE NO. 1 of 1

PUD



Neighborhood Meeting Summary

Meeting Details: Meeting held on August 25, 2025, from 7-8 p.m. at 375 N. Holmes. A copy of the meeting invitation is included in this packet.

Meeting Notice: Notice was sent to all property owners within 300 feet of the property boundary. The list of owners was provided by the City of Idaho Falls Planning Division staff.

Meeting Attendees: A list of the 13 attendees and their addresses is included in this packet. Each attendee signed in and provided their address. A Teams option was made available for those who could not attend in person, but no property owners attended virtually.

Meeting Summary: At the meeting the developers, engineers, and planner were present and showed the proposed site plan as well as a 3-D rendering of the project. The planner provided an overview of the purpose of the meeting and what the rest of the approval process would look like. The remainder of the meeting, approximately 45 minutes, were dedicated to answering questions and discussing concerns raised by the attendees. All those affiliated with the project also stayed after the meeting concluded for approximately 30 minutes to continue to answer individual questions.

The summary of the main discussion was neighbors were concerned about several issues. The primary concerned raised at the beginning of the meeting is whether property owners adjacent to the west side of the property would still have access to their rear yards. They all expressed that they have accessed their yards across the field from the church parking lot for many years and hoped to maintain it. The current configuration of the townhomes would prevent them from having access. There was discussion about ideas that could maintain access including flipping the townhomes to the east side of the property line. There was also significant discussion about buffering and screening. The developer has proposed evergreen trees spaced at 20-foot centers. Neighbors were interested in solid fencing. Many of them have existing fences but there is one owner with no fence and at least one other with chain link. In addition, there was discussion about the possibility of building single-story units with basements rather than the two-story townhomes to provide greater privacy.

Besides privacy and access issues, other points of discussion included concerns about storm drainage, the quality of materials used on the townhome exteriors, drops in water pressure that have already occurred in the area and whether this project would make the situation worse, concerns about the current condition of the property with tall weeds, and what the project will do to property values.

The meeting was recorded, and the file is available to the City staff upon request.

Applicant Response to Concerns Raised During the Meeting:

Can the configuration be changed so the access road is further west and the townhomes further west which would provide access to the adjacent property owners' rear yards?

Per the 2025 Access Management Plan, there is no minimum spacing between local roadways. Moving the road to the property line would place the access approximately 132 feet from Bluebird Lane. However, we believe this would eliminate the proposed buffers and disrupt the efficiency of the proposed layout. This is a narrow parcel with little flexibility to adjust building layout. Further, the developer would not intend to provide curb cuts from the private road to the adjacent properties, increasing the probability that the curb would be damaged. Respectfully, while we can appreciate the desire for continued access, such access was never legally established and, therefore, not the developer's responsibility to maintain.

Will the developer use quality exterior materials, especially siding, so the neighbors don't have to see bubbling and warped materials?

The developer will meet or exceed all building code and construction requirements. The owners want a project they can also be proud of. The proposed buffer will screen property owners view of the buildings and materials.

Will the developer provide a solid fence as part of the buffer

Because there are existing fences on most of the adjacent properties, rather than committing to a one-size-fits-all solution, the developer will instead commit working with each property owner for an appropriate fencing solution. However, there is no commitment to provide more than a 6-foot-tall opaque fence.

Will the developer consider single-story units with basements instead of two-story units?

No. While we appreciate the concern for privacy, the property is zoned R1, and two-story buildings are allowed by right. Additionally, to build these units with basements would require living space to be underneath the garages, which would be much more expensive and require significantly more engineering. Alternatively, the garages could be eliminated and the parking lots expanded, but this would detract from the residential character of the project.

How will drainage be managed?

The project is designed to contain drainage on-site. There are retention areas on the south side of the project. The property will not be graded such that drainage will flow to the adjacent properties.

Will this project cause a drop in water pressure?

That question is best answered by the City's water division, but this project shouldn't cause any drop in water pressure. The City is required to maintain a certain minimum PSI. If pressure drops below this level, it is the City's responsibility to address it. If there are concerns from the City regarding the project's effect on water pressure, they can work with the developer during project review.

Will the developer mow the weeds on the property to address the current condition of the site?

Yes

Will lights be shielded?

Yes, any parking lot lights are required to be shielded and directed downward so there is no glare produced on adjacent properties.

Will this project reduce property values?

Studies consistently show that new development raises the property values of the area. There can be some negative impact on marketability depending on the buyer, but generally property values will go up when development occurs.

Sign in Sheet

Name	Address
[illegible]	1113 Bluebird Ln.
Teri + Mack Smith	1135 Bluebird Ln
Julie + Gordon Phillips	1198 S. Bellin Rd.
~~Dave & Gretchen Bybee~~	~~1185 Bluebird~~
Barby + Craig Carroll	1229 Bluebird.
[illegible]	4456 Nottingham Ln
Mason Gaches	1031 Bluebird ave
Deborah Hundley	1163 Bluebird Ln
Larry Hundley	1163 Bluebird Ln.

208-881-2810
Gretchen (text)

You're Invited to a Neighborhood Meeting

Dear Resident,

A new townhome development is being considered by a developer on the parcel shown on the map included with this letter. Before the project can be submitted to the City of Idaho Falls for consideration, a neighborhood meeting is required to provide nearby property owners a chance to see the development concept, ask questions, express concerns, and work with the developer for potential mitigations to address concerns.

As a property owner near the proposed development, you are invited to the neighborhood meeting. The developer and a land use planner will be attendance to discuss the project with you. The agenda will be as follows:

Welcome and Introductions (5-10 minutes)
Overview of Project (10-15 minutes)
Questions and Discussion (30-40 minutes)

This is a great opportunity to learn about the project and ask questions before it enters the formal public hearing process. Meeting details are below. Please RSVP using the 1st QR code. If you cannot attend in person, you may also attend virtually using the 2nd QR code below.

AUGUST 25 · 7:00–8:00 PM
375 North Holmes

Light refreshments will be served

RSVP HERE:

JOIN THE VIRTUAL MEETING HERE:

Owner	Additional Ov	Mailing Addre	Mailing City	Mailing State	Mailing Zip Code
SEIFERT GAR	SEIFERT ANN	2698 W 17TH	IDAHO FALLS,	ID	83402
SEIFERT GAR	SEIFERT ANN	1265 S BELLI	IDAHO FALLS,	ID	83402
SCHOOL DIS		690 JOHN AD	IDAHO FALLS,	ID	83401
COPE CHERY		129 E 23RD S	IDAHO FALLS,	ID	83404
HENRY ELIZA		6119 BAY HIL	IDAHO FALLS,	ID	83401
HAWKINS DA	HAWKINS JES	1230 S BELLII	IDAHO FALLS,	ID	83402
PHILLIPS K G(	PHILLIPS JULI	1198 S BELLII	IDAHO FALLS,	ID	83402
IGLESIA BAUT		1080 S BELLII	IDAHO FALLS,	ID	83402
KOWALSKI HA	VOORHIES LU	2620 PLOMM	IDAHO FALLS,	ID	83402
BAUTISTA MI(		1008 S BELLII	IDAHO FALLS,	ID	83402
AUSTIN LAND	AUSTIN SYDN	976 S BELLIN	IDAHO FALLS,	ID	83402
IGLESIA BAUT		1080 S BELLII	IDAHO FALLS,	ID	83402
BEAR HUNTE		4429 TAILS D(	TETONIA,	ID	83452
NEW SWEDE		2650 PLOMM	IDAHO FALLS,	ID	83402
ROCKNAK DA		1185 BLUEBI	IDAHO FALLS,	ID	83402
GILLMAN AN(		1209 BLUEBI	IDAHO FALLS,	ID	83402
CARROLL KR/	CARROLL BA	1229 BLUEBI	IDAHO FALLS,	ID	83402
KOTECKI DAV		1251 BLUEBI	IDAHO FALLS,	ID	83402
ARCHIBALD J	ARCHIBALD I	1273 BLUEBI	IDAHO FALLS,	ID	83402
HUNDLEY LA	HUNDLEY DE	1163 BLUEBI	IDAHO FALLS,	ID	83402
SMITH MACK	SMITH TERI L	1135 BLUEBI	IDAHO FALLS,	ID	83402
MATTHEWS R		1113 BLUEBI	IDAHO FALLS,	ID	83402
THOMPSON I	THOMPSON I	4327 S ROCK	IDAHO FALLS,	ID	83404
GACHES GRE		1031 BLUEBI	IDAHO FALLS,	ID	83402
SPENCE ROB		997 BLUEBIR	IDAHO FALLS,	ID	83402
GRISWOLD E		981 BLUEBIR	IDAHO FALLS,	ID	83402
FORMAN BRI	FORMAN AM	998 BLUEBIR	IDAHO FALLS,	ID	83402-5162
SEHLKE GER/	SEHLKE LISA /	2730 PLOMM	IDAHO FALLS,	ID	83402
ALBERTSON I		1078 BLUEBI	IDAHO FALLS,	ID	83402
SMITH SUSAI	SMITH RONA	2751 APPLEN	IDAHO FALLS,	ID	83402
GOLD HUTCH	GOLD ROBIN	2786 APPLEN	IDAHO FALLS,	ID	83402
ROBINSON J(	ROBINSON D	2770 APPLEN	IDAHO FALLS,	ID	83402
LINCOLN PEI		1192 BLUEBI	IDAHO FALLS,	ID	83402
BECK CHARL	BECK KAREN	1156 BLUEBI	IDAHO FALLS,	ID	83402
GALE JOHN G	GALE PAMELA	1120 BLUEBI	IDAHO FALLS,	ID	83402
MCGARY KYL	MCGARY SUI	2750 PLOMM	IDAHO FALLS,	ID	83402
ANDERSON (		2745 PLOMM	IDAHO FALLS,	ID	83402
ANDERSEN J		3726 E 800 N	RIGBY,	ID	83442
CITY OF I F		PO BOX 5022	IDAHO FALLS,	ID	83405
STEWART NE		2582 BROOK	IDAHO FALLS,	ID	83402
KREMER MIC	KREMER WIL	2578 BROOK	IDAHO FALLS,	ID	83402
MAY LAURIE A		2574 BROOK	IDAHO FALLS,	ID	83402

Outlook

Planning and Zoning

From Mack Smith <fishy1135@gmail.com>
Date Sun 10/5/2025 9:38 PM
To Naysha Foster <nfoster@idahofalls.gov>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As concerned contiguous neighbors of the Planned Unit Development for Willows Place Townhomes, Project File No: PUD25-002, we wish to voice the following concerns and objections based on the Planned Unit Development section of the zoning ordinances:

1. The stated minimum size of a PUD is 2 acres unless the council approves it for redevelopment, provides a public benefit, or amenity. The development is only 1.8 acres and provides no public benefit or amenity that is apparent.
2. We don't believe the development is compatible land use of the surrounding land area with the contiguous neighborhood or the surrounding land use area.
3. The planned development has the potential to obstruct the city utility easements.
4. We have a concern for the increase in traffic capacity at the intersections of Bluebird and Plommon and Plommon and Bellin.
5. The emergency vehicle turn around does not appear to be adequate. It is not a turn around, it is a pull in and back out and pull forward.
6. For the past 30 plus years the contiguous neighbors have had adverse easements across the purposed project.

Thank you for your attention to these matters.

Mack W. and Teri L. Smith, contiguous neighbors

1135 Bluebird Lane

Idaho Falls

Outlook

Regarding Project PUD25-002

From Dani Lauricella <danilauri92@gmail.com>
Date Mon 10/6/2025 11:12 AM
To Naysha Foster <nfoster@idahofalls.gov>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

My name is Danielle Ketring. I am a resident at 2942 Kevin Circle, where I reside with my husband, Jordan Ketring, and our two small children. We have been Idaho Falls residents for about four years now, and have come to love this little city and call it home.

Both my husband and I are concerned regarding the proposed project to build 14 new townhomes on a less than 2 acre plot in our neighborhood of residence. Recently, we have seen multiple townhomes be constructed within a 5 mile radius of where we live. There are more set to be built just across the street from our neighborhood. Considering this, along with starting to see effects of overcrowding throughout Idaho Falls as a whole, we are strongly opposed to this new construction. We understand that townhomes are a more feasible living option for most in today's day and age. But, considering the smallness of the lot, the desire to cram 14 families on a lot that would be better suited to a home, a large playground, or even an indoor playground that could be used year round by the families that already reside in the neighborhood, this proposed project seems to be foolish and an act of financial greed. We do not support this proposed construction.

Sincerely,

Danielle Ketring

Sent from my iPhone

Outlook

Concern Regarding Proposed Townhome Development Located north of the Highland Canal, east of Blue Bird Lane, south of Plommon Street, and west of S Bellin Road.

From tasha Cates <cates.tasha@yahoo.com>
Date Sun 10/5/2025 7:06 PM
To Naysha Foster <nfoster@idahofalls.gov>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am a resident of the neighborhood where these proposed homes are going, and I am writing to express my concern about the proposed plan to build 14 townhomes on the property recently sold by The Church of Christ within our neighborhood.

Our neighborhood is made up primarily of single-family homes on nearly quarter-acre lots, which gives it a unique character, charm, and sense of space that residents deeply value. Adding a dense development of townhomes on a relatively small parcel would significantly change the look and feel of our community, increase traffic and parking congestion, and place additional strain on local infrastructure and schools.

While I understand the need for growth and development, I believe it should be consistent with the existing zoning and design of our neighborhood. A few single-family homes that match the surrounding lot sizes and style would be a much better fit for this area.

I respectfully ask that the city reconsider or deny approval of this proposed high-density project and instead encourage a development plan that aligns with our neighborhood's character and zoning standards.

Thank you for your time and for considering the voices of the residents who care deeply about preserving the integrity of our community.

Sincerely,

Tasha Cates

208-709-4101

Outlook

Re: Project file number PUD25-002

From Harmonee Kirkham <harmoneekirkham@gmail.com>
Date Mon 10/6/2025 9:03 AM
To Naysha Foster <nfoster@idahofalls.gov>

> **Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Harmonee kirkham
5847 Lochsa street
Idaho falls ID 83404

I also own a residence inside the neighborhood in question
2965 bluebird lane
Idaho falls ID

On Mon, Oct 6, 2025 at 8:54 AM Naysha Foster <nfoster@idahofalls.gov> wrote:

> Hello,
>
> If you would like this to be submitted to the Planning and Zoning Commission, it will be considered written testimony and you are required to state your name and address.
>
> Sincerely,
>
> Naysha Foster

From: Harmonee Kirkham <harmoneekirkham@gmail.com>
Sent: Monday, October 6, 2025 8:22 AM
To: Naysha Foster <nfoster@idahofalls.gov>
Subject: Project file number PUD25-002

> **Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello

My name is Harmonee Kirkham. I am unable to attend the public hearing for this project tomorrow and wanted to make sure I sent in my thoughts. I do not agree with this project at all.

The strain it will put on the water system and schools alone should be the determining factor let alone the incredibly small size of the land there.

The area slated for this project is tiny and does not fit what is asking to be put there. This is a neighborhood with houses and families and should not be turned into a townhome community. The townhomes would then be large and overlooking peoples backyards who have lived there for decades. It would back up to West Side elementary which is already overflowing capacity. District 91 needs another elementary school, NOT more town homes and apartments!

Please reconsider this project as it is not what is best for the community.

Thank you for your time,

A concerned neighbor.

I am writing to you concerning the proposed development of townhomes in the vacant property adjoining the Baptist Church on Plommon Street in Idaho Falls.

1. Their plot plan shows their back door 25 feet off of my back yard. The plot plan currently shows trees being planted between their structure and my property line. The 25' that I am referring to is currently being used by the city utilities dept to service transformers and other companies for telephone, internet and cable. All of the residence whose property lines butt up to these townhomes have an existing fence to their property line. Under the Idaho adverse Possession Law, the property owners have possession of their property. Where the fences have been up for 35 + years, and taxes have been paid on that property, it is my understanding that that property belongs to the property owner and is not therefore able to be used as an easement.
2. The city has acknowledged with the rapid growth and new development that this can strain existing water supply infrastructure, especially during peak hours. The city of Idaho Falls has received frequent reports from residents experiencing low water pressure, with all these new developments in the city. Do we have the infrastructure in place to support all this growth?
3. Concerning our sewage. Idaho Falls wastewater facility study shows investments are needed to keep up with growth. The study found that the short term challenge which includes the Digester, reaching capacity in 1-2 years. My concern is the amount of wastewater and sewage currently being transferred from the westside to the eastside sewage facility. Are we to expect that in this near term? Are we to experience sewage backup into our homes? And what is the city doing to prevent that?
4. The property designated for these townhomes is currently zoned R1. Is it your intention to change the zoning for this development?
5. We will elect a new mayor shortly. Candidates have indicated that we need more parks. Why are we building so many developments with no additional parks in the plans?
6. School overcrowding. How are the schools affected with such rapid growth? Will elementary-age children be able to enroll at Westside Elementary School, or will they be bussed to Fox Hollow, Templeview, or Ethel Boyes due to overcrowding?
7. With these additional homes this will add more traffic to Plommon Street and neighboring streets. What if any safety measures are in place?
8. A canal runs along the property. A tall chain-link fence on the south side of the canal, along the school property line, keeps children safe and allows neighborhood walkers to enjoy the view from the walking path. Will a similar fence (not a fence that obstructs the view and feel of the neighborhood) be constructed to protect those living in the townhouses and those utilizing the half basketball court?

""Strategic Growth" means aligning roads, utilities, and public safety before approvals, placing density where the system can support it, and not blindsiding stable neighborhoods with ill-

Outlook

Comments regarding Townhomes for PUD25-002

From Kiery Wilson <kieryaj@gmail.com>
Date Mon 10/6/2025 4:20 PM
To Naysha Foster <nfoster@idahofalls.gov>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am writing to request the committee deny the approval of the development of Willows Place Townhomes (PUD25-002).

I am a long time resident of Idaho Falls and the west side of town. I live in the Mill Run neighborhood. I am very involved with our neighborhood and the city's activities. I am disappointed by the constant approval of these high density developments on small acreage, in well-developed areas.

Allowing these developments negatively impacts many aspects of our neighborhood, school and city resources.

Currently, Westside Elementary is at capacity in many grades and students who already live in the boundary are being bussed to Fox Hollow or Templeview. Both of these schools are also struggling with overfilled grades. An additional 14 units will bring in families with kids, ranging in age and given housing expenses right now, it will not just be families with toddlers. This will negatively impact the students already at the school as well as the new students moving in. These additional units pose issues with overcrowding our schools and not providing the support needed to update, expand or replace the schools they affect.

We have mayoral and city council races currently in progress and 2 of the 3 mayoral candidates are against this type of housing approvals. While we can't predict the future or wait for something that may or may not happen, we can evaluate if this is the right use for this space.

The homeowners that these will back up to are going to have major impacts to their home values, just by being in proximity to these developments. Many of these neighbors are my friends and they are retired or nearly retired. Not to mention the impact on their privacy, having 26' tall developments facing their backyards.

With the proposed 14 units added, there will be at least another 14 to 28 or more cars on the street. Sufficient parking for these types of developments is always an issue. There will not be enough space and it will spill onto the streets surrounding the development. This also provides concerns with the increased traffic on Bellin, where we currently only have a 4 way stop on either end of the block. Additional traffic on an already busy road that was not built for the amount of traffic it already sees has proved dangerous to many students walking to school - elementary, middle or high school. This is

currently a problem with the development on Bellin and 17st S, as well as the Rising Sun and Coachman townhomes, which are all within 1.2 miles of this proposed development.

The consistent overdevelopment of these small lots is outrageously short-sighted and needs to be curbed, to allow better development and assist our city in achieving more sustainable growth. The townhomes of Rising Sun, Coachman, the development on Bellin and 17th S., along with the development at Bellin and Pancheri have all been approved by this commission in the last 5 years.That is hundreds of new units, some of which are not even full now. Increasing the number of townhomes should not be this commission's focus, but to increase the number of opportunities for new single-dwelling homes to be built. There are plenty of people looking for a true stand-alone home, but smaller, starter homes are hard to find. We cannot lock people into renting their entire life because we simply can't provide something to make the jump from apartments to a house.

I am concerned with this overdevelopment and the

This comprehensive plan, designed by the city council, to mix all styles of homes is detrimental and frustrating for existing homeowners. This particular development is simply in the wrong place for them to have a positive impact on our schools, city and neighborhood. Please consider delaying this decision at the very least or denying the approval due to the negative impact it will have on our neighborhood. We love the west side and want to see it grow and flourish but in a way that fits with the existing structures rather than fighting it.

Thank you,
Kiery Wilson
1115 Lowell Drive Resident, Idaho Falls
208-351-5227

Outlook

Planning and Zoning additional concerns

From Mack Smith <fishy1135@gmail.com>
Date Mon 10/6/2025 4:51 AM
To Naysha Foster <nfoster@idahofalls.gov>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Additional concerns related to the Planned Unit Development for Willows Place Townhomes, Project File No: PUD25-002, we wish to voice the following concerns and objections based on the existing plat for New Sweden Estates Division 3:

1. There are only 3 building lots shown on the plat along the south side of Plommon Road. It is apparent that the area of the proposed project is to hold water drainage from New Sweden Estates Divisions 1 and 4. This area has a shallow pond of standing water in the spring several inches deep. The proposed project would disrupt this drainage. The drainage would be concentrated over the easement of the recently installed fiber optic cable.
2. Existing Protective Covenants for New Sweden Estates subdivisions further show that the development is not compatible land use of the surrounding land area with the contiguous neighborhoods in the surrounding area, as they specified single detached family dwellings.

Thank you for your attention to these matters.

Mack W. and Teri L. Smith, contiguous neighbors

1135 Bluebird Lane

Idaho Falls

October 7, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Arnold Cantu, Dale Storer, Bill Scott, Tia Panter, Matthew Meehan, Forrest Ihler.

MEMBERS ABSENT: Glen Ogden

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Brian Stevens Planner, Caitlin Long Planner, David Peterson Planner; Zack Jones, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ihler 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 September 2, 2025, Ihler seconded the motion. The motion passed unanimously.

Public Hearings:

1. PUD 25-002: PLANNED UNIT DEVELOPMENT FOR WILLOWS PLACE TOWNHOME

Applicant: Brad Cramer, Prospective Planning and Consulting 1742 Avalon, Idaho Falls, Idaho.

Cramer presented the application:

Slide 1 – Aerial of the site. Showing land uses in the area are single unit detached homes, twin homes, townhomes and apartment complex.

Slide 2 – Closer aerial of site.

Slide 3 – Plat for New Sweden Estates. This was added to respond to concerns raised in letters regarding protective covenants.

Slide 4 – Future Land Use Map showing area as suburban.

Slide 5 – Applicable policies from the Future Land Use Plan. Describing what a suburban environment is.

Slide 6 – Neighborhood 3 Household Size graphic. Shows the household size at the time of the creation of the plan. This area shows over 60% of households have 1 or 2 people. Cramer stated that household sizes in the area are predominately 1-2 people and smaller homes would fit within this area.

Slide 7 – Table 5.8 Area 3 Housing. Indicating that higher density housing should be on the perimeter, and development within (infill) to preserve ag lands.

Slide 8 – Aerial Photo showing how it is consistent with the suburban area and the housing goals for Neighborhood 3. Slide shows the perimeter of existing single-family homes.

Slide 9 – Zoning Map – showing R1 zoning. Single-unit attached and detached would fit within R1 zoning. They are proposing single unit attached for this project.

Slide 10 – (W) Planned Unit Development (From City's Code). The word flexibility is used multiple times throughout this section. Flexibility for hard lots to develop due to size, and shape.

Slide 11 – Site Plan for Planned Unit Development. 14 units attached. 3 units attached throughout except one 2 unit attached (southern). The PUD is requested because of the narrowness of the northern portion lot there isn't sufficient width for a public street. There isn't sufficient width and the developer wants to maintain the 25' rear yard. It does maintain a 25' rear yard. These are 2 stories which is allowed by right in R1. There are 2 amenities in the PUD. Southern end has basketball court, playground area, also 25% green space as required. Each unit provides 2 parking spaces and a parking lot. The total number of parking stalls for the project are

over 40 stalls (28 required). The developer is proposing for the rear yard a row of evergreen trees in the rear yard for a buffer (not required). Cramer corrected the wording of the staff report, density in R1 are 6 units per acre, and they are requesting 8 units per gross acre. The staff report stated they are requesting 14 units per acre, but they are at 7.7 units per acre, which is the max for what R1 provides.

Slide 12- Neighborhood Meeting Summary. One of the main concerns that was heard is that adjacent neighbors have used this lot to access rear yards and this plan would eliminate the rear access. This was discussed and decided it would cause more unintended problems if they flip the development. The 2 story buildings were discussed during the meeting and they are not going to build single story due to additional engineering that would be needed to be used to keep the same living space by putting living space under garage. Cramer stated that it is important for neighbors to be involved. Cramer did read every letter and did make notes on every concern raised.

Slide 12 – Neighborhood Meeting Summary. *PUD needs to be 2 acres minimum*. That is true, however there are conditions that would allow a smaller site to be built if the site is redeveloping and is providing amenities. *Not Compatible with existing neighborhoods.* Cramer stated that when townhomes are on platted lots, they are considered single family dwellings, and they are not taller than a single family detached unit would be in R1. Cramer stated that if they did not have the PUD they would remove 3 units to get to the 6 units per acre. This PUD is not much above and beyond what a typical R1 zone would allow without a PUD. *Concern with blocking City Easements.* Cramer indicated that they would have to work with Power and they will not block or disrupt any easements. *Traffic*. Cramer stated that single-family attached or detached produces one trip per unit at peak hours (14 trips). Cramer added that Belin is a major collector and is meant to carry traffic. *Emergency Access*. The basketball court is designed to support a fire truck and act as a turnaround, and if that is not acceptable to the Fire Department, they will change that layout. *Adverse Possession (access to rear yards)* Cramer stated that this is the wrong forum for that type of argument as that is law. *Strain on water and sewer*. Cramer stated that all the City's department reviews these plans and if they have to do upgrades based on those reviews that is what they will do. *Parking.* They are providing adequate parking spaces. Schools. Cramer stated that he agrees with all issues regarding schools. Cramer stated that in 2020 the District had 10,038 students and 2024 10,121. The typical household size based on data, these aren't the units that bring lots of kids to a neighborhood. It could put some additional strain, but that is the District's responsibility to provide facilities as the town grows. *Storm water*. That will be retained onsite. Cramer stated that each unit will pay over $5000 per unit ($75,000) in impact fees to address the issues raised. *Covenants in New Sweden Division 3*. Cramer went to Bonneville County Recorders website and could not find protective covenants except for in Division 4, and that statement, regarding single family detached is in Division 4, however, this is Division 3. Cramer went to the Plat and indicated that if those covenants do exist for Division 3 he would be happy to review them. *Property Values.* Cramer stated that when development occurs there is not a negative impact on property values, or a possible impact on marketability.

Slide 13 - shows studies on property values and development. Marketability questions could be something that is a concern, but that will not affect property values.

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

Meehan asked about the variance on the front set back is the only reason for PUD. Foster added that the private street does require a PUD. Foster added that this PUD is in the second review by City Staff and other City Agencies and there are minor comments, nothing major.

Ihler confirmed that each unit is platted separately for sale. Foster agreed each unit is on its own individual lot.

Ihler opened the public hearing.

Support/Opposition:

Dave Rocknak, 1184 Bluebird, Idaho Falls, Idaho. Rocknak's yard borders the new development. Rocknak is concerned that the transformers between his house and Plommon (3),if something were to happen the City has to have immediate access to the transformers if they blew in an emergency, and if there are trees planted

along this development that wouldn't be able to happen. Rocknak has indicated that they have asked for a fence instead of trees. Rocknak gave a description of how close the property would be to his property by using the microphone distance to the Commissioners. Rocknak has been watering the subject property for 30 years, and his neighbor mows it. Rocknak stated that the irrigation canal between the school might need a fence to protect the children that could be living in the new development. Rocknak stated that in 2 years the City's sewage system and digester will be at capacity. The City has plans to redo it in 2030. Rocknak doesn't want sewage backing up into his yard. Rocknak is concerned about water supply and during peak season his pressure goes down and 14 homes is not a lot, but if you add the additional 64 that are being built just north of 17th, the water pressure will go down and the City has no plans to remedy that issue. Rocknak stated that R1 is single dwelling homes, not a multi-unit complex. Rocknak is concerned where the City is headed and feels there are a lot of apartments in the community and they are not being filled. Rocknak stated that building supplies are not going down and each home would have to be $250-$275 K. Rocknak wants the City to grow but does not want neighbors 25' from his back property line. Rocknak does want a solid fence for his property and he wants a doggy door so that his dog can still use the property to do his business. (😊)

Beck stated that Single Family Dwellings do include Townhomes. Beck stated that this is not imminent domain, as Government is not taking over the property, and adverse possession is not to come into the Planning Commissions' decision as a Court would have to take that into consideration.

Meehan asked Beck to clarify what the Commission can consider.

Beck stated that all the Planning Commission can consider is whether this falls in line with the City's plan and zoning code.

Bridget Hall, 2895 Newman Drive, Idaho Falls, Idaho. Hall doesn't know why her house was not included in a neighborhood meeting and other mothers at school had not heard about it. Hall stated that the entire neighborhood is suburban, not urban, and he feels Cramer glossed over that as it is not a big issue, but that is an issue because of the feel of the neighborhood. Hall stated that Belin is considered major collector, but it is not a safe road, only 2 lanes, no shoulder, no sidewalk and it would be difficult to expand due to the canal. Hall stated that no trucks are allowed on Bellin as there is a bridge that you cannot pass a truck on that bridge. Hall stated that she runs a lot in the neighborhood, and it is safe, not a lot of cars, wide streets and adding 28 cars for the 14 townhomes would be a significant impact. It would change the feel of the neighborhood.

Collin Hunter, Tetonia, Idaho. He is the developer, and they have 6 people that are eager to sign contracts when there is property available. This area is sought after and this type of development.

Alan Udy, 1002 Plommon Circle, Idaho falls, Idaho. Udy is concerned that the biggest neighbor has not been informed (Westside School). Udy stated that the school is 41 years old and if D91 builds another school in the back, it would be nice to have an access road where they are planning a private road. Udy urged the Commission to think of the future.

John Johnson, 2900 Bluebird Lane, Idaho Falls, Idaho. Johnson directed attention to the large development of apartments that are approved across Pancheri, near this site. Johnson stated that heading west Pancheri is 2 lane road. The neighborhood to the northwest is townhouses, and more apartments farther to the west. Belin is 2 lane road with no parking on west side. Johnson stated that there are a lot of people parked on Belin during school pick up/drop off hours. Johnson asked the Commission/applicant to do traffic study at Newman/Bellin, Bluebird/Newman. The kids are being funneled from Periska to the school. Johnson stated that the kids cross at Bluebird/Newman to catch the bus. Johnson stated that INL Busses arrive and leave all day long. There is not a "peak" time for INL busses. Johnson has a letter that he will share with City Council. Johnson wants to know what the price point is for the homes to be built as he doesn't think they can build these below $400,000 and not realistically affordable. People in Idaho Falls cannot afford apartments (young kids and low income) they are paying over $1200/month for apartments/houses in not great neighborhoods. Johnson is concerned that the minimum size rule has been set and now they are asking for a variance. Johnson feels they should keep the standard. Johnson asked if the Fire Engins will be able to turn around on the basketball court. Johnson stated that the ladder truck would not be able to back out and continue on using the

cul-de-sac. Johnson asked if it will be structurally built to hold the weight of the ladder truck. Johnson feels the City risks changing precedents by allowing variances. Johnson asked Beck if he could share the letter with the Commission. Foster suggested reading into the record. Beck stated that if it is mainly just reiterating things he has already discussed, he could hold it and present it to City Council.

Gloria Udy, Plommon Circle, Idaho Falls, Idaho. Udy thought that her property was single family residence and now they are saying that multi family is ok. Every morning and night the extra 28 cars on that road will be a problem with the children, bikes, and school children. Udy asked about the lack of privacy for other homeowners. Udy stated that this has been residential for 30 years. There are lot of apartments in 2-mile radius of this area. Udy asked how many apartments do they need here. Udy stated that the map doesn't show the ditch down the side of the subject property and an elementary school. The ditch runs a lot of water and that is dangerous for children. Udy is concerned about green space and helping the children have a place to grow up.

Garth Wilson, 1115 Lowell Drive, Idaho Falls, Idaho. Wilson has lived here for 5 years and have a good feel for the neighborhood. Wilson stated that his wife serves on PTA at Westside. Wilson stated that the school impact would be significant as there are people in the neighborhood that are not allowed to go to Westside because it is full and are going to Fox Hollow. Wilson stated that the research on negative impact of home values is disingenuous. The marketability problem has a real impact to home prices. Wilson goes north on Bellin, and it is congested, and it is a real problem with the canal and INL buses and 28 new vehicles will create an impact. Wilson has taken interest in this PUD, and they have talked to a lot of people in the neighborhood and not one is in support. The development is not conducive to the makeup of the neighborhood. Wilson stated that the developer has people interested to buy this property and Wilson is interested to know if any of them are investors as he feels that people will purchase as an investment and rent them out. Wilson looked at the high-density developments that are adjacent or close proximity and listed the developments. Wilson does not want this development moved forward until after the election, as he feels it will be telling of what the residents of Idaho Falls want in this area. The residents need representation.

Applicant: Brad Cramer Prospective Planning. Cramer addressed Rocknak's request for a fence and he indicated that the development team didn't feel it was clear that every neighbor wanted a new fence. They had discussed talking to neighbors and working with them on what type of fencing/border they want but not go above a 6' fence. Cramer addressed concern on R1 zone. Cramer stated that if the units were facing a street and the private road could gain sufficient width to be a public street, the rest of the layout would allow this project to be permitted immediately without a public hearing. In order to get that permitted they would lose the green space, and amenities and get a cul-de-sac. The point of a PUD is to take a tricky lot and make it work and provide amenities in exchange for flexibility. If these were single-family detached instead of attached nothing would change in their location or their height and they could sit as they are designed. Cramer indicated R1 has allowed single-family-attached up to 3 units for decades. They have to be built and have sufficient setbacks pursuant to code. Cramer agrees and states that Bellin is busy, but the BMPO has designated Bellin as a collector. Pancheri will be widened when the City is ready to widen it at an appropriate time and it will match the 5 lanes to the east. Cramer stated that the mailer for the neighborhood meeting does include District 91 because of the school. Cramer stated that these homes could be purchased and turned into rentals, but every home could be turned into a rental. The hope is that they will be purchased, and owner occupied, and people will find an affordable place to live. Cramer stated that when supply is low and demand is high, prices go up. One of the ways to reduce and stabilize pricing is to increase supply to meet demand. Cramer asked what is wrong with townhomes, as it is just people living in them. Every housing unit in the City could be a bad neighbor or a good neighbor, and where they live does not make them one way or another. Cramer stated that there are 14 units and there may be 28 vehicles or maybe less, and they will not enter and exit all at once, and the roads are built to handle traffic. Cramer agrees with the school issue but he does not think that this project will be the end of the school. Cramer stated that the Comprehensive Plan was developed with surveys across the city and the property rights that exist on the land are R1 zone rights. Cramer stated that they have tried to include amenities and not vary any setbacks next to other property owners. Staff has recommended approval and does not find anything out of compliance.

Ihler closed the public hearing.

Ihler stated that there are a lot of things that indicate a clear yes, and somethings do have him concerned and he wants to address those points. Ihler asked about flipping the development and why they did not flip it.

Ihler moved to re-open the public hearing to ask additional questions, Meehan seconded the motion. Ihler called for roll call vote –Cantu, yes; Panter, yes; Scott, yes; Ihler, yes; Storer no. Motion passed 4-1.

Ihler asked why they did not flip the project. Cramer stated that they did talk about it and there were some unintended consequences. Cramer stated that they could put the access road right next to the homes and you lose the buffer and potentially the fence and no curb cuts adjacent to the homes and there is potential damage and difficulties between the owners and adjacent owners. Cramer stated that the neighbors didn't want to look at the development and if they flipped it, then the neighbors would be looking right at it. They would also have to move backyards and that would put the backyards closer to the church parking lot. Cramer stated that the amenities would be divided in a less efficient way. Cramer stated that the request was driven by access to rear yards and that was not a compelling enough reason to flip the entire site plan.

Beck asked Storer to clarify that any comments that are made from the public have to fall within the narrow issue that was addressed with the new information brought in during the re-opening of the public hearing. Storer concurred with Beck.

Support/Opposition:

Dave Rocknak, Rocknak wants everyone to look how narrow the lot is. Rocknak stated that a lot of them do not want it flipped as the lights would be in their house, but some want access to the back yards for trailers.

Ihler closed the public hearing.

Ihler discussed about neighbors not being notified and concerns therewith. Ihler confirmed the requirement with City Staff. Foster stated that the requirement is 300' from boundary to boundary, and anyone within 300' would be notified, and then they post the hearing notice on the property. Foster confirmed that the State sets that boundary for notification and the City follows that minimum requirement. Ihler asked if Bellin is County between Broadway and Pancheri. Foster indicated that Bellin is City, but some properties adjacent are County. Beutler clarified that north of Pancheri is County right of way. Ihler asked how many units require a traffic study. Foster stated that for residential 100 trips per high peak generated would trigger a traffic study. Ihler asked about the pathway installed along Pancheri west of Bellin to the intersection and why the pathway was warranted. Foster stated that the City has a pathways plan and that area was part of the plan.

Ihler is concerned about the canal on the south side of the development. Townhomes do have families in them. The price point is $275 - $300K, and in that price range that is now a starter home. Ihler stated that this type of housing does have families, and he is concerned about the canal. Ihler asked if they could ask City Council about fencing the canal. Ihler stated that the townhomes are a certain distance away from back fence to back door, and whether it is a traditional home or a townhome it is the same. Beck corrected Ihler that townhomes are still single-family homes. Ihler confirmed that single family detached, or single family attached would be the same, and that is not an argument for privacy concerns.

Scott wants to talk more about the canal. Ihler wants to see a fence or wall, or potentially a bridge, but realizes it is the canal company property. Meehan agreed. Meehan asked if this canal is part of the trail system. Foster stated that it is not part of the pathway plan. Ihler stated that they can approve with the condition that City staff look at adding a wall or fence along the canal.

Ihler thinks that the "feel" of the neighborhood is hard to quantify as they are the same type of housing. Beck stated that you can add conditions and recommendations and that condition would have to be included in the motion.

Scott asked if the basketball court would be big enough for a fire truck. Scott wanted to know if Fire Department has signed off on this. Foster stated that this has been through staff review, including Fire. Fire found no problem during the predevelopment meeting and the Fire Chief recommended the design.

Storer stated that he understands the audience angst with respect to growing pains of the City. Storer stated that we need City Councils' that are sensitive to solutions that enable the Commission to manage growth. Storer doesn't feel that past administrations have anticipated this type of growth. Storer stated that the Commission is constrained by the Zoning Ordinance and the finding that the proposal is consistent with the Comprehensive Plan. Consideration must be measured by the laws that are in place and the Comprehensive Plan. The application before the Commission has been reviewed by staff and found to be consistent with the zoning and Comprehensive Plan. Storer doesn't feel they can add conditions. Storer is inclined to recommend that City Council approves the PUD as presented.

Meehan thanked Storer for his comments and thanked the public for being active and involved in the City.

Cantu understands that they need to consider the Comprehensive Plan and Zoning Ordinance, but they need to listen to the citizens and their concerns with the project. You cannot just rubber stamp something just because it is compliant.

Scott believes that the job of the Commission is to follow the Comprehensive Plan. Scott doesn't feel that they have a basis to deny this application.

Ihler Moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Willows Place Townhomes, with the condition of adding a 6' wall or fence on the southern boundary along the canal. The motion dies for a second.

Storer moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Willows Place as presented, Meehan seconded the motion. Roll call vote: Cantu, no; Panter, yes; Scott yes; Ihler, yes; Meehan, yes; Storer, yes. The Motion passed 5 - 1.

Ihler called a 5-minute recess.

Ihler called the meeting back to order.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT FOR WILLOWS PLACE TOWNHOMES, GENERALLY NORTH OF HIGHLAND CANAL, EAST OF BLUE BIRD LANE, SOUTH OF PLOMMON STREET, WEST OF SOUTH BELLIN ROAD.

WHEREAS, the applicant filed a complete application for the PUD on August 25, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 7, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on January 22, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented**:**

I. FINDINGS OF FACT

The City Council ("Council") makes the following factual findings:

1. On August 25, 2025, a neighborhood meeting took place as required by section 11-6-8 of the Zoning Ordinance.
2. The proposed PUD consists of 14 units that are intended to be platted on individual lots.
3. The property is approximately 1.815 acres located generally north of the Highland Canal, east of Blue Bird Lane, south of Plommon Street, west of S Bellin Road.
4. The property is vacant, considered infill and could be redeveloped.
5. The property is currently zoned R1 and will be developed under the PUD Standards.
6. The PUD will be under unified control.
7. The developer is proposing approximately 7 units per acre.
8. The buildings are shown as having two stories.
9. The arrangement of the townhomes will provide private space.
10. All non-hard surfaced areas are proposed to be covered by landscaping.
11. At least twenty-five percent of the PUD will be designated and maintained as common space for the recreational and/or common use of the occupants of the development.
12. This development will have 2 amenities, a playground and basketball court.
13. A private street will be used to access the units. Zoey Lane, a private street, will come from the public street, Plommon St.
14. Each unit has two parking stalls, provided by a garage and one parking pad.
15. Guest parking is also provided in addition to the required parking.
16. Applicant has requested the front setback to be varied from 25 ft to 20 ft.

17. On October 7, 2025, the Planning Commission recommended to The Mayor and City Council approval of the PUD as presented by a vote of 5 to 1.

18. On January 3, 2026, notice was published in Post Register regarding the public hearing on January 22, 2026, to consider the PUD.

II. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the applicant's 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 notices referenced in Finding of Fact 17 that were published on January 3, 2026, satisfied the notice requirements of Title 67, Chapter 65 of Idaho Code.
3. Pursuant to City Code 11-2-6(W)(4)(a), "the minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds it redeveloping, or provides a public benefit or amenity" As found in Finding of Fact 3 and Fact 4, the Acreage is under 2 acres but is a redeveloping piece of property.
4. A PUD is a conditional use allowed within the R1 Zones and all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD. *See* City Code 11-2-6(W)(1), (2)(a)
5. Pursuant to City Code 11-2-6(W)(3)(a), the development site of a PUD is required to be under unified ownership or control and shall be planned as a whole. This requirement is satisfied by the PUD including unified control. Finding of Fact 6.
6. Pursuant to City Code 11-2-6(W)(4)(c)(i), "the maximum density allowed in residential zones is set forth in Table 11-2-4 Maximum Residential Density:"

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	35
R1	8
R2	17
TN	17
R3	35
R3A	35

(Ord. 3452, 3-31-22)

The developer proposes approximately 7 units per acre, Finding of Fact 7, which satisfies this requirement.

7. Pursuant to City Code 11-2-6(W)(4)(e), "[t]he maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least two foot (2') for each additional one foot (1') of building height." According to Finding of Fact 8, the buildings are shown as 2 stories. The base zone R1 allows for a maximum building height of 24 feet.

8. Pursuant to City Code 11-2-6(W)(5)(d), "[s]tructures should be oriented towards common areas. Residential uses should be separated and arranged to provide for private space, in addition to providing for common areas." The townhomes will provide private space for each unit as well as incorporate the common areas into the overall development layout as required by Section 11-2-6(W)(5)(d).

9. Pursuant to City Code 11-2-6(W)(6)(a), "[a]ll areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained." Here, all non-hard surfaced areas are proposed to be covered by landscaping. Finding of Fact 10. As such, this requirement has been satisfied.

10. Pursuant to City Code 11-2-6(W)(9)(a), "[n]ot less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development." According to Finding of Fact 11, at least twenty-five percent of the PUD will be designated and maintained as common space for the recreational and/or common use of the occupants of the development. As such, the proposed PUD meets the twenty five percent requirement.

11. Pursuant to City Code 11-2-6(W)(10), "[a]ll PUDs shall provide amenities in addition to the common space required by this Section as follows:

    (a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.

    (b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

    (c) PUDs shall provide at least one (1) of the following amenities:

        (i) Private or public indoor or outdoor recreational facility, such as a swimming pool, hot tub, theater room, gym, ball courts, or commercial playground equipment featuring a minimum of three (3) different functions, such as slide, swing set and climbing wall.

        (ii) Private or public plaza, pedestrian mall, community garden area which includes irrigation and planting beds, outdoor kitchen facilities, shade structures such as pavilions, or other similar space for social gatherings.

        (iii) Public access to or additions to the greenbelt, bike lanes, neighborhood park systems or other public open space or enhanced pedestrian connections to City pathway system, adjacent employment and shopping centers.

        (iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.

(v) A drainage facility developed with additional permanently affixed physical amenities beyond open space.

(vi) Dog Park. Dog Parks must be completely fenced and shall include pet waste stations, trash cans, benches or picnic tables and a minimum of one of the following: wash station, grooming tables, or agility training equipment.

(vii) Similar amenities which reflect the purposes of this Section, as approved by the Council."

The PUD proposes 14 units. Finding of Fact 2. As such, at least one amenity is required under City Code 11-2-6(W)(10)—one for the first 50 units. Because the PUD includes the two amenities listed in Finding of Fact 12, the requirement for one amenity has been satisfied.

12. Pursuant to City Code 11-2-6(W)(8)(a), "[a]ll PUDs shall have frontage on a public or an approved private street." The PUD will have a private internal street, providing the required frontage. Findings of Fact 13.

13. Pursuant to City Code 11-2-6(W)(1)(a), another purpose of the PUD regulations is to "[a]llow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood." The developer has requested a varied front setback from 25ft to 20ft in Findings of Fact 16. The Council approves of this varied development standard for this PUD.

14. Pursuant to City Code 11-2-6(W)(7)(c), "[i]nterior parking lot landscaping shall be designed to incorporate pedestrian ways through the parking area and to break large parking areas into smaller bays." Based on Finding of Fact 15 "Guest parking is also provided throughout the development."

15. Based on the foregoing, the PUD is consistent with requirements of the Zoning Ordinance as well as the principles and policies of the Comprehensive Plan.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approves the PUD as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw - Mayor

Idaho Falls City Council

City of Idaho Falls

P.O. Box 50220

Idaho Falls

January 13, 2026

Dear Mayor Burtenshaw and members of the Idaho Falls City Council,

We are writing to formally express our concerns regarding the proposed Willow Place Townhomes development and its impacts on existing neighborhoods, infrastructure, public safety, and long-term city planning. Our intent is not to oppose growth outright, but to ensure growth is responsible, transparent, and aligned with the best interests of Idaho Falls residents.

First, sanitation infrastructure capacity. The city's wastewater system—specifically the digester, which is nearing capacity—raises serious concern. What is the expected lifespan of the current sanitation infrastructure, and what upgrades are planned to accommodate increased demand from this and other high-density developments? Approving additional units without a clear and funded upgrade plan puts the city at risk of system failure and higher costs for existing residents.

Second, traffic impact and East-West corridors. Traffic congestion in the east–west corridors is already an issue. What studies have been conducted to assess the added burden this development will place on Bellin Road, Broadway, Pancheri, and surrounding streets? What concrete improvements are required of the developer to mitigate these impacts?

Third, compatibility with existing neighborhoods. This project places multi-family housing directly adjacent to a single-family neighborhood, specifically bordering New Sweden Estates. This raises concerns about neighborhood character, privacy, noise, and property values. How does this align with the City's comprehensive plan and zoning intent?

Fourth, impact on neighborhood schools. How will Westside Elementary, Fox Hollow Elementary, and Ethel Boyes Elementary be impacted by more students from the Willow Place Townhomes and development being built on the corner of Bellin Rd. and Pancheri? What about Eagle Rock Middle School and Skyline High School? More children in the schools could mean adding portable classrooms. Will the children living in the townhouses and the new development on the corner be able to attend Westside Elementary School (which is within walking distance) or will they be bused to one of the other nearby elementary schools?

Fifth, safety along Bellin Road. There is currently no clear safety corridor along Bellin Road between Broadway and Pancheri. This presents risks to pedestrians, cyclists, and residents. What safety measures—sidewalks, lighting, buffering, or traffic calming—are being required?

Sixth, utility access and buffer trees. Existing backyards contain a utility corridor servicing electrical, internet, cable, and telephone lines, including transformers. The proposal indicates trees being planted as a buffer. How will utility companies maintain quick and unobstructed access, particularly during outages or emergencies? This concern has not been adequately addressed.

Seventh, affordability and local incomes. The proposed townhomes are expected to sell for upwards of $350,000, which is not affordable for many residents of Eastern Idaho based on current income levels. Why is the Idaho Falls approving a large number of units labeled as "needed housing" when they are not attainable for the majority of local residents?

Eighth, rentals and homeowner recourse. If these single-family townhomes later become rental units, what recourse—if any—will existing homeowners have? This potential outcome significantly affects neighborhood stability and long-term livability.

Ninth, required developer improvements. Please clarify what City improvements the developer is required to provide, including but not limited to:

- Road and intersection improvements
- Sidewalks and pedestrian safety
- Street lighting
- Utility upgrades
- Drainage and stormwater management

Tenth, privacy fence commitment. During our initial meeting with the contractor, residents requested a privacy fence be installed on the developer's property. The contractor stated it was being considered and later addressed it in a city planning meeting. However, we do not see this improvement reflected in the most recent plat maps. Has this commitment been removed, and if so, why?

Eleventh, New Sweden Irrigation canal safety. The New Sweden irrigation canal south of the proposed development is steep and currently unfenced on this property. This presents a serious safety hazard, particularly for children. Must we wait for a tragic accident before taking action? A fence should be required as a basic and responsible safety measure.

Twelfth, street lighting. Will street lights be installed on Plommon Drive and Bellin Road as part of this development? Adequate lighting is essential for safety and crime prevention.

Thirteenth, environmental review and aquifer protection. Have state environmental engineers reviewed this plat, specifically regarding water filtration and protection of the Eastern Snake Plain Aquifer? Given the scale of development across Idaho Falls, this issue deserves clear and public documentation.

Finally, Transparency and Public Trust. Will the City be transparent in its decision-making process? Many citizens are increasingly concerned that developments are being approved on every available parcel without adequate consideration of infrastructure limits, neighborhood impacts, or public input.

Mayor Burtenshaw, you ran on the following principles:

- Community policing
- Community-first growth
- Improved traffic flow
- Putting Idaho Falls residents first

Councilmember Francis, you previously raised concerns regarding infrastructure capacity during a public question-and-answer forum. These concerns appear directly relevant to this proposal.

In closing, we would like to leave you with an analogy worth reflecting on:

A strong, healthy tree requires deep roots and room to grow in order to thrive. A city is no different. Without a solid and well-planned infrastructure, growth weakens rather than strengthens the community.

we respectfully urge the City Council to **pause or delay approval of this development** until infrastructure, safety, affordability, and neighborhood compatibility concerns are adequately addressed. Let us ensure that Idaho Falls grows wisely—not just quickly.

Thank you for your time, service, and consideration.

Respectfully,

Dave Rocknak
1185 Bluebird Lane, Idaho Falls, Idaho

Deborah Hundley
1163 Bluebird Lane, Idaho Falls, Idaho

From:	Ann Peterson
To:	Zach Jones; Emily Geisler
Cc:	Caitlin Long
Subject:	RE: Comments RE: Willows Place Townhomes Divisin #1 Public Hearing
Date:	Tuesday, January 20, 2026 8:32:38 AM
Attachments:	image001.png

Thank you. I am forwarding this to Caitlin Long. She has others that she will combine it with then send to Emily so she can add it to Legistar.

From: Zach Jones <ZJones@idahofalls.gov>
Sent: Tuesday, January 20, 2026 8:11 AM
To: Emily Geisler <egeisler@idahofalls.gov>; Ann Peterson <apeterson@idahofalls.gov>
Subject: FW: Comments RE: Willows Place Townhomes Divisin #1 Public Hearing

Emily and Ann,

Please see the email below for the public hearing on the Willow PUD this Thursday. I don't know if it's too late to get this email into the record for the agenda packet. This was originally sent to Councilmember Larsen, but he forwarded it to me without reading its contents.

IDAHO FALLS

Zachary H. Jones | *City Attorney*

375 D Street
Idaho Falls, Idaho 83402
Work: (208) 612-8169
Fax: (208) 612-8175
zjones@idahofalls.gov

From: Yvonne Thurber <yvonnethurber11@gmail.com>
Sent: Sunday, January 18, 2026 6:04 PM
To: Ann Peterson <apeterson@idahofalls.gov>; Office of the Mayor <Mayor@idahofalls.gov>; City Clerk <IFClerk@idahofalls.gov>; mziel@idahofalls.gov <mziel@idahofalls.gov>; Brandon Lee <blee@idahofalls.gov>; Kirk Larsen <klarsen@idahofalls.gov>; Jim Francis <JFrancis@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; Jim Freeman <JFreeman@idahofalls.gov>; Brian Thurber <brianthurber@hotmail.com>; Yvonne Thurber <yvonnethurber11@gmail.com>
Subject: Fwd: Comments RE: Willows Place Townhomes Divisin #1 Public Hearing

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it may concern:

Please include the following letter in the Public Hearing record for this Thursday's meeting. I further, respectfully request that these commentsbe included in the official public record for the Willows Place Planned Unit Development. I request that these comments be distributed to all Planning Commission members and the City Council prior to the next scheduled hearing on this matter.
Thank you.

Formal Opposition to Willows Place PUD – Impacts on Mill Run and West Side Quality of Life

To the Idaho Falls City Council, Mayor Burtenshaw, and the Planning Commission:

I am writing to formally express my deep concern and disappointment regarding the Planning Commission's 10/7/2025 approval of the Willows Place Planned Unit Development (PUD). While I appreciate Commissioner Cantu's dissenting vote, it is disheartening that the rest of the commission chose to overlook the significant negative impacts this development will have on our established neighborhood.

The Commission has a fundamental obligation to protect the integrity of existing neighborhoods. Developments like Willows Place directly impact property values, neighborhood culture, traffic safety, and the capacity of our local schools. Ultimately, these decisions affect the individual families and children who make Idaho Falls a desirable place to live.

I would like to address several specific points regarding this project:

1. Density and Zoning Inconsistency

The 1.815-acre lot is zoned R1. Under standard R1 requirements (7,000 sq. ft. lot minimum), this land should support approximately 6 units. However, this PUD proposes 14 attached townhomes—a density of only 2,629 sq. ft. per unit. This is less than the square footage of a single floor of the existing homes on this same block. Even with the flexibility of a PUD, this is an egregious departure from the surrounding neighborhood's character, and it does not even account for the space required for the storm pond lot.

2. Long-term Impact vs. "Rubber Stamping"

In my observation, similar high-density rentals in our area are constructed with mediocre quality and quickly become overcrowded. Inadequate unit sizes lead to excessive street parking and outdoor storage, creating safety hazards and diminishing the visual appeal of the community. With townhomes already permitted to the North and East of Mill Run, it appears the city is systematically surrounding established subdivisions with shoddy

rental properties.

3. Neighborhood Equity

I am curious if any members of the City Council, the Planning Commission, or the Mayor’s office currently share a city block with a high-density PUD of this nature. If so, I would welcome a public conversation about the positive impacts it has had on your specific neighborhood. If not, I ask why this level of density is being forced upon West Side residents while other areas of the city are protected.

We need leaders who think beyond the immediate "appearance of compliance" and consider the long-term ramifications for the quality of life in Idaho Falls. I urge the City Council to reconsider this approval and demand a plan that respects the R1 density and the families who have already invested their lives in this neighborhood.

Sincerely,

Yvonne Thurber

3020 Kevin Circle, Idaho Falls ID 83402

Mill Run Subdivision

208-709-4454

From: Dave Rocknak
To: Caitlin Long
Subject: Public Comment - Willow Place Planned Unit Development
Date: Friday, January 16, 2026 12:20:04 PM

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor and Members of the City Council,

My name is David Rocknak, and I am a resident and taxpayer of Idaho Falls.

I am here today to respectfully request that the City Council ensure all relevant impact studies and supporting documentation related to the proposed **Willow Place Planned Unit Development** are available and reviewed prior to any final vote.

Under **Idaho's Local Land Use Planning Act**, specifically **Idaho Code § 67-6508**, land-use decisions are required to be based on standards that protect public health, safety, and welfare. The Act also emphasizes informed decision-making and meaningful public participation, which is further supported by **Idaho Code § 67-6512**, governing public hearings and notice.

For a development of this size and density, residents reasonably expect that decisions will be supported by clear information regarding:

- Traffic impacts and road capacity
- Water, sewer, and sanitation system capacity
- Stormwater drainage and runoff
- Public safety and emergency access
- Fiscal impacts to the city and taxpayers
- Consistency with the City's Comprehensive Plan

If these studies or analyses exist, I respectfully ask that they be made available to the Council and the public prior to a vote. If they do not exist, I ask that the Council clearly state why they were not required or whether they are planned.

Additionally, under the **Idaho Public Records Act**, Title 74, Chapter 1 of Idaho Code, residents have the right to review public records used in governmental decision-making. Providing these materials in advance allows citizens to participate meaningfully and ensures confidence in the outcome.

Growth is important, but so is responsible planning. Decisions regarding Willow Place will have long-term effects on surrounding neighborhoods, city infrastructure, and public finances. Taking the time to fully review and disclose the supporting studies before approving this development helps ensure that growth occurs in a way that is sustainable, transparent, and fair to existing residents.

Thank you for your time, your service, and your consideration of this request.

Key Idaho Code References (for your notes, not required to read aloud)

- **Idaho Code § 67-6508** – Standards for land-use decisions (health, safety, welfare)

- **Idaho Code § 67-6512** – Public hearings and participation
- **Idaho Code Title 74, Chapter 1** – Idaho Public Records Act

Repectfully,

David Rocknak

From: Dave Rocknak
To: Caitlin Long
Subject: Recusal letter
Date: Friday, January 16, 2026 11:46:46 AM

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David Rocknak

1185 Bluebird Ln, Idaho Falls, ID 83402

dgrocknak@gmail.com

208-523-2399

Idaho Falls City Council
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

Re: Request for Recusal of Councilmember Branden Lee – Willow Place PUD

Dear Mayor and Members of the City Council,

I am writing as a concerned citizen and taxpayer of Idaho Falls regarding the proposed Planned Unit Development known as *Willow Place*. I respectfully request that Councilmember Branden Lee recuse himself from any discussion, deliberation, or vote related to this development.

My request is based on the appearance of a potential conflict of interest. Councilmember Lee's professional career is in property development, an industry that is directly related to the matters under consideration with the Willow Place PUD. While I am not alleging any wrongdoing or improper intent, Idaho law and accepted standards of good governance emphasize not only avoiding actual conflicts of interest, but also avoiding situations that could reasonably give rise to the appearance of impropriety.

Land use decisions, zoning changes, and PUD approvals have significant impacts on property values, development practices, infrastructure demands, and the broader real estate market in our community. When an elected official has professional ties to the development industry, public confidence in the impartiality of the decision-making process may be diminished if that official participates in such votes.

Recusal in this matter would help preserve transparency, uphold public trust, and ensure that the decision regarding Willow Place is made without any perceived bias or undue influence. This action would also protect the integrity of the Council and the credibility of its final

decision.

Thank you for your time, consideration, and service to the residents of Idaho Falls. I appreciate your commitment to ethical governance and to ensuring that land use decisions are made in the best inter**est to the Idaho Falls Community.**

Respectfully,

David Rocknak

Caitlin Long

From: Roy Matthews <matthewsroy28@gmail.com>
Sent: Thursday, January 15, 2026 11:57 AM
To: Caitlin Long
Subject: Public Comment on File PUD25-002

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I am against any variances from standards, including the requirement for frontage to Public roads. Standards are in place for a reason and any variances negate the basic justification of the standard. If the reasons behind the standards are no longer valid, delete them. If they are still valid, enforce them for everyone without exception.

Roy A. Matthews
1113 Bluebird Lane