

CITY COUNCIL AGENDA

Thursday

February 12, 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.

Thursday, February 12, 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 City Code Title 2. **26-45**

Attachments:
MO Memo
P&R Memo
Frantzen Application
Sperry Application
P&R Commission Code
Shade Tree Committee Code

2) Appointments to City Boards, Committees and Commissions pursuant to Idaho Falls City Code Title 2. **26-58**

Attachments:
MO Memo
MS Memo
Newton Application
City Code

B. Public Works

1) Professional Services Agreement with NBW Architects to Design a New Water Division Administrative Building **26-42**

Attachments:
NBW Architects Agreement
Map

C. Idaho Falls Power

1) IFP 26-05 WECC Reliability Testing and Technical Support - Specialty Engineering **26-55**

Attachments: Agreement
SOW

D. Airport

1) Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, Operating as Enterprise Rent A Car, Alamo Rent A Car, and National Car Rental **26-50**

Attachments: Agreement

2) Amendment #1 to the Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, operating as Enterprise Rent A Car **26-51**

Attachments: Agreement (Amd)

3) Amendment #1 to the Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, operating as Alamo Rent A Car and National Car Rental **26-52**

Attachments: Agreement (Amd)

E. Office of the City Clerk

1) City Council Meeting Minutes **26-05**

Attachments: 01.20.26
01.22.26

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) Bid Award - Water Line Replacements 2026 - Highland Park **26-36**

On Wednesday, January 28, 2026, bids were received and opened for the Water Line Replacements 2026 - Highland Park project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to replace water main line within the Highland Park subdivision.

Action Item(s):
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Suncore Construction & Material, Inc., in the amount of $1,307,924.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Map/Bid Tab

B. Office of the Mayor

1) Appointment of the new Fire Chief **26-60**

Chief Olson brings years of prior experience at the Idaho Falls Fire Department, combined with broad leadership experience and a commitment to public service. Olson started his firefighting career at the Idaho Falls Fire Department, where he served from 2007 to 2021. He then served as Assistant Fire Chief for the Buckley Fire Department. He currently serves as Deputy Fire Chief for the Grand Junction Fire Department. He holds a master's degree in emergency management and a bachelor's degree in fire administration, along with multiple associate degrees and numerous professional certifications. During his career, Olson has demonstrated he can lead complex operations, support firefighter development and engage in meaningful ways with the community.

Action Item(s):
After an extensive search process, I recommend Johan Olson for appointment as the new Fire Chief for the Idaho Falls Fire Department. I believe Chief Olson's perspective and vision is what we need to ensure the fire department can meet future challenges.

Attachments: Resume

2) Agreement with Idaho Falls Downtown Development Corporation **26-54**

This agreement retains IFDDC to continue providing management services for the Business Improvement District (BID) for fiscal year 2025/2026. The term of the agreement is October 1, 2025 through September 30, 2026. Compensation with be 98% of total BID revenue, paid in two equal installments based on the tax revenue's collected. It is IFDDC's responsibility to hold public meetings, and manage revenue projections, record keeping, and district administration.

Action Item(s): Approve the agreement with the Idaho Falls Downtown Development Corporation to provide management services for the Business Improvement District and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

3) IFDDC Parking Program MOU **26-57**

IFDDC has managed parking in the downtown district, and this memorandum of understanding will renew that agreement. This agreement novates the prior parking agreement and authorizes IFDDC to manage downtown parking as the downtown enforcement organization. The cost of the service is $92,200. The MOU is effective upon execution through September 31, 2026, with an automatic renewal and a provision for termination with a six-month written notice.

Action Item(s):
Approve the Memorandum of Understanding with the Idaho Falls Downtown Development Corporation (IFDDC) to manage downtown parking as the downtown enforcement organization, and to authorize Mayor and the City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

C. Municipal Services

1) Declaration of Intent to Value and Sell Real Property **25-468**

This property was reviewed on Tuesday, January 20, 2026, City Council work session, in response to a city resident interested in acquiring or leasing city property located at 610 N. Water Avenue, Idaho Falls, Idaho 83402. Municipal Services researched the property and determined the property was originally purchased in 1974 as unimproved land for Public Works. Property records report the parcel was purchased by the City for $7,000. Public Works has determined this parcel is no longer needed and concurs with the recommendation to surplus this property. A residential appraisal was performed on Friday, November 28, 2025, by Brett Burton. The subject property is approximately 3,500 square feet and is suitable for a buildable lot than it would as it is currently being used as a vacant city parking lot. The property value based on the appraisal is between $53,500 - $70,000.

Action Item(s):
Pursuant to Idaho Code §50-1402, Municipal Services and Public Works Departments request Council to declare the value of city property located at 610 N. Water Avenue and authorize the Mayor and City Staff to take the necessary actions to conduct a public hearing for the auction of the property (or take other action deemed appropriate).

Attachments: 01.20.26 Presentation
Appraisal
Asset ID Form

2) Quote 2025-IDA-0183- Fanning Lift Station Rebuild for Public Works **26-46**

A total of three quotes were requested for the rebuild of the Fanning Lift Station. The lowest quote received from Xylem Water Solutions USA, Inc. did not meet the specifications as it did not include the installation of the equipment and, consequently, was nonresponsive. The lowest responsive quote was from Mountain West Waterworks for a total of $105,008.63. This purchase will provide labor and materials for the demolition, removal, and replacement at the Fanning Lift Station.

Action Item(s):
Accept and approve the lowest and responsive quote received from Mountain West Waterworks for a total of $105,008.63 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Mountain West Waterworks Quote
Peak Water Services Quote
Xylem Quote

3) Purchase Water Meters and Cellular Endpoints for Public Works **26-48**

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

Action Item(s):
Declare Hydro Specialties Company as the only vendor reasonably available for the purchase of Badger water meters and cellular endpoints per Idaho Code §67-2808(2)(a)(ii) and (vii); and accept and approve the quote received from Hydro Specialties Company, for Badger meters and cellular endpoints for a total of $208,560.00; and direct staff to complete the purchase of Badger replacement and resale parts (or take other action deemed appropriate).

Attachments: Quote

D. City Attorney

1) Legal Services Agreement **26-38**

The City has entered into an engagement for legal services with Givens Pursley, LLP. On October 9, 2025, City Council approved a not-to-exceed amount of $150,000. As of January 23, 2026, the invoices from Givens Pursley, LLP, totaled $149,063.40, requiring authorization from the City Council for additional funds.

Action Item(s):
Approve a not-to-exceed amount of $300,000 for legal services from Givens Pursley, LLP (or take other action deemed appropriate).

Attachments: Agreement
10.09.25 Approval

2) Reasoned Statement of Relevant Criteria and Standards, Planned Unit Development (PUD) for Willows Place Townhomes **26-53**

This concerns the application for a Planned Unit Development (PUD) 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. On January 22, 2026, City Council held a quasi-judicial public hearing on the application, voted to deny the PUD with a vote of 5 to 0, and directed City staff to prepare a Reasoned Statement in support of that action. Attached is a draft Reasoned Statement of Relevant Criteria and Standards denying the Planned Unit Development Application for Willows Place Townhomes.

Action Item(s):
Approve the Reasoned Statement of Relevant Criteria and Standards denying the Planned Unit Development for Willows Place Townhomes and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Reasoned Statement

E. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Jenkins Commercial Park. **26-39**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Jenkins Commercial Park. The Planning and Zoning Commission considered this item at its May 6, 2025, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item(s):
1. Approve the Development Agreement for the Final Plat for Jenkins Commercial Park 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 Jenkins Commercial Park 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 Jenkins Commercial Park and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

2) Legislative Public Hearing for the Annexation and Initial Zoning of LM, Light Manufacturing and Heavy Commercial with the Limited Development Approach Surface and Limited Development Airport Overlay Zone - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East. **26-40**

Attached is the application for Annexation and Initial Zoning of LM, Light Manufacturing and Heavy Commercial with the Limited Development Approach Surface and Limited Development Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant

Criteria and Standards for approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East. On January 6, 2026, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of LM, Light Manufacturing and Heavy Commercial with the Limited Development Approach Surface and Limited Development Airport Overlay Zone to the Mayor and City Council as presented.

Action Item(s):

1. Approve the Ordinance annexing approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of "Special Use;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

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

Attachments:

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

6. **Announcements**

7. **Adjournment**

Memorandum

File #: 26-45 **City Council**

FROM: Lisa Burtenshaw
DATE: Wednesday, February 4, 2026
DEPARTMENT: Mayor's Office

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

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Give consent to the new appointments and reappointments to the Parks and Recreation Commission and the Shade Tree Commission pursuant to Title 2 of Idaho Falls City Code.

Description, Background Information & Purpose

Name:	Status:	Committee, Board, Commission
Anna Frantzen (Charley)	New Appointment	Shade Tree
Morgan Dakota Sperry	New Appointment	Shade Tree
Troy Dean	New Appointment	Golf Board Liaison to Parks Commission
Christopher White	Reappointment	Parks & Recreation Commission

Attached for your review please find the citizen applications for the new appointees, a memorandum from Chief of Staff Margaret Wimborne, a memorandum from Parks and Recreation Director PJ Holm, and the appropriate chapters of Title 2 of Idaho Falls City Code.

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 appointment process included interviews with new appointees and coordination with the Parks and Recreation

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

OFFICE OF THE MAYOR

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

IDAHO FALLS

MEMORANDUM

TO: Lisa Burtenshaw

FROM: Margaret Wimborne

DATE: Feb. 5, 2026

RE: Parks & Recreation Reappointments & Appointments

I recommend the proposed appointments and reappointments to the City's Shade Tree Comission and the Parks and Recreation Commission.

Anna "Charley" Frantzen and Morgan Dakota Sperry are eager to join the Shade Tree Committee to help preserve and protect the City's canopy. Charley has a lifelong interest in trees and green spaces, and is working on earning her arborist certification. Morgan also has a keen interest in trees, as well as an arborist certification and experience working in pest control. I think with their expertise and ideas for growing our community forest, they will be huge assets on the Shade Tree Committee.

In addition, after consultation with the Parks and Recreation Department, I recommend the appointment of Troy Dean as the Golf Board liaison to the Parks and Recreation Commission as outlined in Title 2, Chapter 5, and the reappointment of Christopher White to the Parks and Recreation Commission.

PARKS & RECREATION

P.J. Holm | *Director of Parks & Recreation*
Office (208) 612-8482
Fax (208) 612-8179

IDAHO FALLS PARKS & REC

MEMORANDUM

TO: Margaret Wimborne, Chief of Staff

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: February 5, 2026

RE: Parks and Recreation Department Boards, Committees and Commission Re-Appointments

The Parks and Recreation Department respectfully submits the following names for consideration for appointment and re-appointment to the listed boards, committees, and commissions. Each of these persons has been dedicated to working with their respective board or committee and would like to continue.

Board Or Commission	Name	Expiration	Term and Next Expiration
Parks & Rec Commission	Christopher White	12-31-2025	3 yr. 12/31/2028
Parks & Rec Commission	Troy Dean	New Golf Board liaison for the Parks Commission	Non-expiring
Shade Tree	Anna Frantzen (Charley)	New appointment	2 yr. 12-31-2028
Shade Tree	Morgan Dakota Sperry	New appointment	1 yr. 12-31-2027

Respectfully,

PJ Holm

IDAHO FALLS

City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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

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

Name:	Anna Frantzen	
Mailing Address:	978 Bannock Avenue apt #1	
City, State, Zip:	Idaho Falls Idaho 83402	
Email Address:	Charley Frantzen11@gmail.com	
Daytime Phone:	208 · 716 · 8045	☐ Message? ☐ Text?
Evening Phone:	208 · 716 · 8045	☐ Message? ☐ Text?
Cell Phone:	208 · 716 · 8045	☐ Message? ☐ Text?

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

I want to go to college to become an Arborist at Unity Environmental college. I love nature and would love to take care of trees and plants and help the environment in any way that I can.

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

I have gardening and tree trimming experience.

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

I graduated High School early very recently. I would love to learn how to better service Nature.

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

	Length of Term (Years)	Meeting Frequency
Mayor's Office		
☐ Sister Cities Committee	Three (3)	As Needed
☐ Veteran's Committee	As Needed	As Needed
☐ Citizen Review Committee[1]	One (1)	As Needed
Fire Department		
☐ Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
☐ Library Board	Five(5)	Monthly/As Needed
Municipal Services		
☐ Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
☐ Golf Advisory Board	Three(3)	Every Other Month
☐ Parks and Recreation Commission	Three(3)	Monthly
☒ Shade Tree Committee	Three(3)	Monthly
☐ Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
☐ Board of Adjustment	Five(5)	2nd Thursday/As Needed
☐ Building Code Board of Appeals	Three(3)	As Needed
☐ Electrical Board of Review	Two(2) & Three(3)	As Needed
☐ Historic Preservation Commission[2]	Three(3)	1st Thursday
☐ ADA Advisory Board[3]	Three(3)	As Needed
☐ Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
☐ Idaho Falls Redevelopment Agency	Five(5)	3rd Thursday
☐ Mechanical Appeals Board	Three(3)	As Needed
☐ Planning Commission[4]	Six(6)	1st Tuesday
☐ Plumbing Appeals Board	Three(3)	As Needed
Police Department		
☐ Police Department Building Committee	As Needed	As Needed
☐ Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
☐ Bonneville Metropolitan Planning Organization (BMPO)		
☐ Targhee Regional Public Transportation Association (TRPTA)		

[1]Where not specifically required by law, City of Idaho Falls residents will be given preference.
[2]Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.
[3]All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.
[4]One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

City of Idaho Falls
Boards, Committees and Commissions

Citizen Application

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Name:	Morgan Dakota Sperry	
Mailing Address:	1635 Parley St	
City, State, Zip:	Idaho Falls, ID, 83404	
Email Address:	idahotreesolutions@gmail.com	
Daytime Phone:	2085201242	■ Message? ■ Text?
Evening Phone:	2085201242	■ Message? ■ Text?
Cell Phone:	2085201242	■ Message? ■ Text?

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

I am a resident and an arborist in Idaho Falls. I am very passionate about all aspects of trees ranging from planting, general care, pruning shaping and removal. I spend a lot of time in the parks in Idaho Falls and would love to be involved with the care and guidance of our urban I also spend a lot of time working with trees with Idaho Tree Solutions and get to see a lot of inse diseases first hand in the field.

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

I have been actively working with trees for over five years, but my passion for them started at a y As a Certified Arborist and licensed pesticide applicator, I've developed a strong foundation in tre proper pruning, and pest management. My experience in the field has given me a deep understanding of the importance of maintaining a healthy urban forest.

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

I have held my applicators license with the Idaho department of agriculture since 2020.
I received my ISA Arborist certificate (PN-10387A) in May of 2025.
Life experience, since a little kid I have always had a huge appreciation for trees having fond mer

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Human Resources		
☐ Library Board	Five(5)	Monthly/As Needed
Municipal Services		
☐ Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
☐ Golf Advisory Board	Three(3)	Every Other Month
☐ Parks and Recreation Commission	Three(3)	Monthly
■ Shade Tree Committee	Three(3)	Monthly
☐ Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
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☐ Plumbing Appeals Board	Three(3)	As Needed
Police Department		
☐ Police Department Building Committee	As Needed	As Needed
☐ Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
☐ Bonneville Metropolitan Planning Organization (BMPO)		
☐ Targhee Regional Public Transportation Association (TRPTA)		

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[4]One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

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CHAPTER 5
PARKS AND RECREATION COMMISSION

SECTION:

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

2-5-1: ESTABLISHMENT: The Parks and Recreation Advisory Commission ("Commission") is hereby established. The Mayor, with the consent of the Council, shall appoint nine (9) members to the Commission, including:

(A) One (1) member or a designee of Idaho Falls School District No. 91 Board of School Trustees;

(B) One (1) member or a designee of Bonneville Joint School District No. 93 Board of School Trustees;

(C) One (1) member or a designee of the Bonneville Board of County Commissioners; and

(D) One (1) current member of the War Bonnet Roundup Rodeo Advisory Committee;

(E) One (1) current member of the Golf Advisory Board;

(F) One (1) current member of the Shade Tree Committee;

(G) The remaining three (3) positions are to be filled by at-large members not affiliated with either a Board of School Trustees or the Board of Bonneville County Commissioners.

2-5-2: PURPOSE: The Commission shall advise the Director of Parks and Recreation regarding development and support of a comprehensive, balanced plan of City-wide recreation consistent with City policy and available funds.

2-5-3: DUTIES: The Committee shall study the physical condition, maintenance, operation, and use of public playgrounds, parks, and recreational facilities of the City, and shall make recommendations to the Director of Parks and Recreation concerning their improvement and efficient use.

2-5-4: ORGANIZATION: During the first meeting of each calendar year, the Commission shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-5-5: TERM OF OFFICE: Commission members appointed from the Board of School Trustees and Board of County Commissioners shall be permanent members. At-large members shall serve terms of three (3) years. The terms of no more than three (3) at-large members shall expire in any one year. Terms of at-large members shall expire on December 31 of the third year following their appointment. Committee members may be reappointed.

2-5-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-5-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any at-large Commission member in the event of a vacancy.

2-5-8: ATTENDANCE: A quorum of Commission members shall be present in order for purposes of conducting the business of the Commission. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-14-23)

2-5-9: OPEN MEETINGS: All meetings of the Commission shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-5-10: MINUTES: The Commission shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Commission shall be open to the public.

2-5-11: NO COMPENSATION: Commission members shall receive no compensation for their service on the Commission; however, expenses for equipment and supplies necessary for the Commission to conduct its business shall be allowed by the Council.

2-5-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Commission to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

CHAPTER 10
SHADE TREE COMMITTEE

SECTION:

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

2-10-1: ESTABLISHMENT OF A SHADE TREE COMMITTEE: The Shade Tree Advisory Committee ("Committee") is hereby established. The Mayor, with the consent of the Council, shall appoint of seven (7) at-large members who reside within the City to serve on the Committee. One (1) employee from Idaho Falls Power Department and one (1) employee from the Community Development Services Department shall be designated by their respective Department Directors as non-voting, ex-officio Committee member.

2-10-2: PURPOSE: The Committee shall advise the Director of the Parks and Recreation Department on how to preserve, protect, and manage the community forest.

2-10-3: DUTIES: The Committee shall provide advice to the Director of Parks and Recreation and City Forester as to the preservation, protection, and management of the community forest. The Committee shall have the following duties and responsibilities:

A. At the request of the City Forester, recommend ways to encourage landscaping installation and maintenance on private property;

B. Recommend policies and procedures to identify, mark, publicize, and preserve historic and notable trees on both public and private property;

C. Assist the City Forester in promoting appreciation of trees and the City Forest through annual Arbor Day observances and other activities;

D. At the direction of the City Forester, encourage improvement of the community forest through planning and policy development;

E. At the direction of the City Forester, enhance opportunities for obtaining monetary funds for tree purchases, related supplies and community forestry activities through local and federal assistantship grants and donations.

2-10-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-10-5: TERM OF OFFICE: All Committee members, except for at-large members, shall serve as long as they continue in the offices or capacities designated in this Chapter. Every at-large Committee member shall be appointed to serve a term of three (3) years. Terms of no more than three (3) members shall expire in any calendar year. Committee members may be reappointed.

2-10-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-10-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a person that meets the qualifications of this Chapter to fill the unexpired term of any member of the Committee in the event of a vacancy.

2-10-8: ATTENDANCE: A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-21-23)

2-10-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-10-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-10-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-10-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Committee to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

Memorandum

File #: 26-58 **City Council**

FROM: Lisa Burtenshaw
DATE: Friday, February 6, 2026
DEPARTMENT: Mayor's Office

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

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Give consent to the appointment of Brandi Newton and reappointment of Anne Voilleque to the Frontier Center for the Performing Arts Committee pursuant to Title 2 of Idaho Falls City Code, Chapter 9.

Description, Background Information & Purpose

Name:	Status:	Committee, Board & Commission:
Anne Voilleque	Reppointment	Frontier Center Committee
Brandi Newton	Appointment	Frontier Center Committee

Attached for your review please find the citizen application for Brandi Newton, a memorandum from Municipal Services Director Pam Alexander, a memorandum from Chief of Staff Margaret Wimborne, and the relevant section of Title 2.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination

The appointment process involved coordination with Municipal Services.

Fiscal Impact

None.

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: Feb. 12, 2026

RE: Frontier Center for the Performing Arts Committee Appointments and Reappointments

---

I recommend reappointment and appointment of the following individuals to Frontier Center for the Performing Arts Committee pursuant to City Code Title 2, Chapter 9:

1. **Anne Voilleque**
2. **Brandi Newton**

Anne Voilleque has faithfully served on the Frontier Center for the Performing Arts Committee for many years, and is being reappointed to fulfill Carrie Scheid's term. Her many years of dedication to the arts in our community makes her a valuable committee member.

Brandi Newton is a new appointee to the committee, and will be a huge asset to the Frontier Center. Her many years with the Idaho Falls Arts Council give her unique insight into how the City can ensure the Frontier Center remains a vital part of the local arts community, while exploring new opportunities for the center as a result of the lobby expansion project.

I wholeheartedly support Director Alexander's recommendations for these openings on the committee.

MUNICIPAL SERVICES DEPARTMENT

IDAHO FALLS

Administration (208)612-8249
Information Technology (208)612-8888
Finance (208)612-8269
Building Maintenance (208)612-8499
Frontier Center for the Performing Arts (208)612-8388

MEMORANDUM

TO: Margaret Wimborne, Chief of Staff

FROM: Pam Alexander, Municipal Services Director

DATE: February 5, 2026

RE: Frontier Center for the Performing Arts Committee Appointments and Reappointments

For Mayor-Elect Burtenshaw's consideration is the recommendation for appointments and reappointments to the Frontier Center for the Performing Arts committee:

- Anne Voilleque – 1-years beginning January 1, 2026- December 31, 2026 (*fulfilling Carrie Scheid's remaining term, December 31, 2026*)
- Brandi Newton – 2-years beginning January 1, 2026 – December 31, 2028 (*citizens application attached)*

This will leave the committee voting membership terms as follows:
Arthur Kull – January 1, 2023 – December 31, 2026
Anne Vollieque - January 1, 2026 – December 31, 2026.
Bonnee Taggart – January 1, 2025 – December 31, 2026
Brandi Newton – January 1, 2026-December 31, 2026

I reviewed the applications received with Mayor-Elect Burtenshaw during our Municipal Services Department Liaison meeting on Thursday, December 11, 2025.

Thank you for your consideration.

City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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

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

Name:	Brandi Newton	
Mailing Address:	293 Westmoreland Dr.	
City, State, Zip:	Idaho Falls, ID 83402	
Email Address:	brandi.newton@bofc.bank	
Daytime Phone:	208-525-9105	☐ Message? ☐ Text?
Evening Phone:		☐ Message? ☐ Text?
Cell Phone:	208-419-8855	■ Message? ■ Text?

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

A desire for the facility to be a highlight in our arts and culture landscape- for our community and the surrounding areas.

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

In addition to my 12 years as the Executive Director of the Idaho Falls Arts Council, I have served on several regional boards in the performing arts industry. I have also been able to enjoy the facility as a patron and supporting my children who have performed in the venue with various community theater organizations.

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

BS in Accounting. Many years in event organization and fundraising.

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

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

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

CHAPTER 9
THE FRONTIER CENTER FOR THE PERFORMING ARTS COMMITTEE

SECTION:

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

2-9-1: ESTABLISHMENT: The Frontier Center for the Performing Arts Advisory Committee ("Committee") is hereby established. The Mayor, with the consent of the Council, shall appoint no less than three (3) nor more than five (5) City residents to serve on the Committee as voting members. The Committee shall also include, as non-voting ex officio members, at least one (1) member of the Council; one (1) member of the Municipal Services Department; the current manager of the Frontier Center for the Performing Arts; and one (1) member who is a current employee of Idaho Falls School District 91 with knowledge of Idaho Falls High School functions and interests.

(Ord. 3484; 10-27-2022, Ord. 3547, 10-26-23)

2-9-2: PURPOSE: The Committee shall study the function and operation of the Frontier Center for the Performing Arts and advise and assist the Director of the Municipal Services Department in the development of a long-term financial and facility plan to improve and sustain the viability of the Frontier Center for the Performing Arts.

2-9-3: DUTIES: The Committee shall seek funding, donations, and present recommendations, consistent with available City funds, to the Director of the Municipal Services Department, as necessary in connection with the ongoing maintenance and successful operation of the Frontier Center for the Performing Arts. The Committee shall also report its recommendations and activities from time to time to the Mayor and Council, at Council's request.

2-9-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-9-5: TERM OF OFFICE: Three (3) voting members of the Committee shall serve a term of two (2) years and two (2) voting members of the Committee shall serve one (1) year terms. Non-voting ex-officio members shall serve on the Committee as long as they serve in their ex-officio capacities, or until removed or replaced pursuant to the provisions of this Chapter. Voting Committee members may be appointed or reappointed to such terms in a manner that the terms of not more than two (2) members expire annually.

2-9-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-9-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of a Committee member in the event of a vacancy.

2-9-8: ATTENDANCE: A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-21-23)

2-9-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-9-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-9-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-9-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Committee to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.

Memorandum

File #: 26-42 **City Council**

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, February 3, 2026
DEPARTMENT: Public Works

Subject
Professional Services Agreement with NBW Architects to Design a New Water Division Administrative Building

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Professional Services Agreement with NBW Architects, P.A., and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for your consideration is a Professional Services Agreement with NBW Architects to design a new administration building for the Water Division. The building is proposed to be sited on property recently acquired by the city along Pop Kroll Way.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This Agreement supports the community-oriented result of well-planned growth and development by taking steps to design a new administrative building in support of a growing community.

Interdepartmental Coordination
Interdepartmental coordination will take place as needed to complete the tasks associated with the Agreement.

Fiscal Impact
The total not-to-exceed cost to complete the described work amounts to $278,000. Sufficient budget and spending authority exist within the Water Fund to execute the Agreement.

Legal Review
The Agreement was prepared by the office of the City Attorney.

WTR-2025-33
2026-016

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN NBW ARCHITECTS, P.A., AND THE CITY OF IDAHO FALLS, IDAHO

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN NBW ARCHITECTS, P.A., AND THE CITY OF IDAHO FALLS, IDAHO, (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2026, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY"), and NBW Architects, P.A., whose address is P.O. Box 2212, Idaho Falls, Idaho 83403-2212 ("ARCHITECT").

W I T N E S S E T H:

WHEREAS, the City is in need of professional architectural and design services for the CITY's new Water Administration Building; and

WHEREAS, ARCHITECT is qualified and experienced in providing professional architect services; and

WHEREAS, ARCHITECT agrees to provide professional services related to the Project as further described herein.

NOW, THEREFORE, be it agreed that for and in consideration of the mutual covenants and promises between the Parties hereto, that:

SECTION I: SCOPE OF WORK

Architect shall provide all architectural and design services necessary for CITY to construct a new Water Administration Building for the City's Public Works Department (the "Project"). This Project shall be located at 2480 Popkroll Way, Idaho Falls, Idaho 83401.

A. Design.

1. ARCHITECT agrees to provide architectural and engineering designs and documentations for a the Project. ARCHITECT's design services shall include building design, furniture, fixtures and equipment, information technology accommodations, remote telemetry accommodation, civil site plan development, initial project cost estimation for budgeting purposes, utility relocation coordination (if required), and all other work required to assemble complete plans for the Project. ARCHITECT shall also project cost estimate, (general estimate at 30% design and a more detailed estimate to be provided at 90% design), and specifications for construction bidding.

2. The architectural design and documentation shall include:

    a. Pre design documents;
    b. Schematic design;

c. Design development;
d. Construction documents;
e. Bidding documents;
f. Construction administration; and
g. Project closeout.

B. Project specifications:

The Project shall consist of approximately 9,500 square feet and shall accommodate up to approximately 48 employees. The new building and accommodations shall consist of the following:

1. A reception area for up to three (3) employees;
2. Offices for seven (7) employees;
3. Approximately 2,600 square feet of warehouse space;
4. Cubicle design for forty (40) employees;
5. Restrooms that follow code requirements;
6. Mud/washdown room;
7. A meeting room for up to forty-eight (48) employees;
8. A conference room (different to the above-referenced meeting room) that accommodates seating for up to twelve (12) employees;
9. A lunchroom with kitchenette that can be occupied by up to forty (40) employees;
10. A locker room for up to forty (40) employees;
11. Storage/archive space;
12. A 1500 square foot basement;
13. Parking design;
14. New access points from Pop Kroll Way to Hemmert Avenue; and
15. A building pad for a future metal building.

C. ARCHITECT shall provide to CITY an estimate for its costs related to the architecture and design of the Project.

D. CITY shall furnish all required surveying.

E. ARCHITECT shall complete this Project Design for Contractor bidding by October 31, 2026 and provide for Construction support services thru Spring 2028.

SECTION II: COMPENSATION

A. Independent Contractor.

The contracting Parties warrant by their signature that no employer/employee relationship is established between ARCHITECT and CITY by the terms of this Agreement. It is understood by the parties hereto that ARCHITECT is an independent contractor and as

such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.

2. The cost for ARCHITECT's services as described in Section I, Scope of Work, is an amount not-to-exceed Two-Hundred seventy-eight Thousand Dollars ($278,000.00).

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination of Agreement.

This Agreement may be terminated by ARCHITECT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ARCHITECT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to ARCHITECT except as designated by this section. In the event of termination, ARCHITECT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both Parties hereto.

C. Termination of Project.

If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay ARCHITECT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) Parties as to the percentage of the work completed.

D. Compliance with Law.

ARCHITECT shall, at all times during the term of this Agreement, comply with all State of Idaho, federal, and Idaho Falls laws, codes, regulations, and policies relative to ARCHITECT's services.

E. Indemnification.

ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of ARCHITECT in the performance of professional services under this Agreement, to the extent that ARCHITECT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between ARCHITECT and CITY. ARCHITECT shall not be obligated to indemnify CITY for CITY's sole negligence.

F. Costs and Attorney Fees.

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

G. Jurisdiction and Venue.

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

H. Binding of Successors.

CITY and ARCHITECT each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

I. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. ARCHITECT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

J. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

K. Conflict of Interest.

ARCHITECT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. ARCHITECT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

L. Ownership and Publication of Materials.

CITY and ARCHITECH acknowledge and agree that CITY is subject to the Idaho Public Records Act, Idaho Code § 74-101, *et seq*. CITY and ARCHITECT agree that CITY, with this AGREEMENT, acquires the right to use all plans, reports, information, data, and other materials delivered to CITY by ARCHITECT pursuant to this AGREEMENT and CITY shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain ARCHITECT from using materials for other trainings or projects with other entities.

M. Non-discrimination.

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

N. Anti-Boycott Against Israel Act.

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

O. Anti-Boycott of Certain Sectors

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

P. Certification of No Chinese Ownership.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

"CITY"
City of Idaho Falls, Idaho

By_____
Lisa Burtenshaw, Mayor

"ARCHITECT"
NBW Architects, P.A.

By_____
Nick Hansen, Lead Architect

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, a municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

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

STATE OF Idaho)
) ss:
County of Bonneville)

On this 5 day of February, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared **Nick Hansen,** known or identified to me to be the Lead Architect with NBW Architects, P.A.., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf said NBW Architects, P.A.

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

RACHAEL HUNTSMAN NOTARY PUBLIC MY COMMISSION EXPIRES 8-22-2031 STATE OF IDAHO COMMISSION NUMBER 62111

Rachael Huntsman
Notary Public of Idaho
Residing at: Idaho Falls, Bonneville
My Commission Expires: August 22, 2031

Parcel Map


IDAHO FALLS
N
W
E
S
February 05, 2026
1" = 150 ft
Road and
Bridge Way
Manwill Rd
Hemmert Ave
Pop Kroll Way

Memorandum

File #: 26-55 **City Council**

FROM: Stephen Boorman, Interim General Manager
DATE: Thursday, February 5, 2026
DEPARTMENT: Idaho Falls Power

Subject
IFP 26-05 WECC Reliability Testing and Technical Support - Specialty Engineering

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Specialty Engineering, Inc. (SEI) quote for WECC testing at Gem State and Westside Substations for a not-to-exceed total of $132,575.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) is requesting approval of the expenditure of $132,575.00 with Specialty Engineering Inc. (SEI) for FERC/WECC required reliability testing at the Gem State Plant and Westside Substation.
This work will be done under a professional services agreement resulting from a published request for qualifications (RFQ) in January 2026. Two submissions for the RFQ were received, where SEI scored an average of 81 points and the other firm 66 points.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports IFP's strategic initiatives for reliable public infrastructure and long-term reliability.

Interdepartmental Coordination

Idaho Falls Power and City Legal Department

Fiscal Impact

Funds for this service are in the 2025/26 CIP plan.

Legal Review

The City Legal Department concurs this action is appropriate per state statute.

powered by Legistar™

AGREEMENT FOR PROFESSIONAL ENGINERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement"), is made and entered into this 12th day of February, 2026, by and between the City of Idaho Falls, Idaho, dba IDAHO FALLS POWER, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Specialty Engineering, Inc, (hereinafter "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, CITY, pursuant to Idaho Code § 67-2320(2)(i), published and advertised a Request for Qualifications for the purpose of selecting a firm to perform WECC Reliability Testing and Technical Apparatus Support on an as-needed basis; and

WHEREAS, CITY selected CONTRACTOR as the most qualified firm to perform WECC Reliability Testing and Technical Apparatus Support on an as-needed basis; and

WHEREAS, CONTRACTOR has the skills, education, training, and experience to provide WECC Reliability Testing and Technical Apparatus Support.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

CONTRACTOR agrees that the scope of all services under this Agreement shall be issued, from time to time, in a written task order that has been negotiated and mutually agreed upon by CITY and CONTRACTOR. All task orders shall reference this Agreement. In the event of conflict between the terms of a subsequent task order and this Agreement, this Agreement shall control.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding, or workman's compensation claims.

B. Fees and Conditions for Professional Services.

2. All task orders issued under this Agreement shall be billed on a time and materials basis, with a total, not-to-exceed budget amount for each task order.

3. Payment is due upon receipt of CONTRACTOR's statement(s).

4. CITY and CONTRACTOR may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price described in each task order is unchanged.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONTRACTOR upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to CONTRACTOR except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY. CONTRACTOR shall not be terminated for cause without CONTRACTOR first being given at least ten (10) days written notice of and a reasonable opportunity to cure the event or failure giving rise to such termination.

B. Extent of Agreement.

This Agreement may be amended only by written instrument, signed by both parties hereto.

C. No Exclusive Relationship Created

Nothing in this Agreement shall entitle CONTRACTOR to any specific project, work, or task. This Agreement does not create an exclusive relationship between CITY and CONTRACTOR. CITY shall be under no obligation to assign or award any work to CONTRACTOR. CITY retains sole discretion to determine whether to request or procure professional services from CONTRACTOR under this Agreement and may procure similar services from other firms or professionals as CITY deems appropriate.

This Agreement establishes the general terms and conditions under which CONTRACTOR may provide WECC Reliability Testing and Technical Apparatus Support to CITY, if and when CITY elects to request such services. CITY's selection of CONTRACTOR was conducted in accordance with Idaho Code § 67-2320(2)(i), and nothing in this Agreement shall be construed to limit CITY's authority under that statute.

D. Project Timeline.

The term of this Agreement shall be from date of signature, unless adjusted by mutual agreement between the parties. CITY shall make available to CONTRACTOR all technical data of record in CITY's possession, including financial, operations, and other information necessary for services prior to the initial date of the term of this Agreement.

E. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONTRACTOR for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

F. CONTRACTOR's Duty of Care.

In performance of professional services, CONTRACTOR will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONTRACTOR's services.

G. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this Agreement, to the extent that CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's negligence.

H. Jurisdiction and Venue.

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

I. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

J. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

K. CITY's Representatives.

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

L. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may

include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR.

Nothing in this section shall constrain CONTRACTOR from using materials for other trainings or projects with other entities or from using the written materials for CONTRACTOR's general reference or enrichment.

Nothing in this section shall be constructed to entitle CITY to any materials owned by CONTRACTOR which were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

M. Mediation

Any and all disputes, controversies or claims between the parties to this Agreement, not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the parties for resolution. In the event that the parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims shall be mediated prior to any formal proceedings in any court of law or equity. The parties shall share equally the costs and fees of the mediator and each party shall pay its own costs and attorneys' fees incurred in mediation. Unless the parties agree otherwise, mediation shall be held in Idaho Falls, Idaho.

This agreement to mediate shall be specifically enforceable under the prevailing law of any court having jurisdiction. In the event that the dispute is not resolved through mediation within thirty (30) days after mediation begins, either party may initiate formal proceedings against the other party.

N. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, apart from any costs incurred during any mediation required by this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses.

O. Communications

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

Contractor:

Specialty Engineering, Inc.
General Manager
Earl George, PE

10020 NE 72nd Ave, Suite 100
Vancouver, WA 98686

(360) 553-7303

egeorge@spengr.com

City:

General Manager
Stephen Boorman, PE

140 S. Capital Ave.
Idaho Falls, ID 83402

(208) 612-8573

sboorman@ifpower.org

P. Non-discrimination.

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

Q. Anti-Boycott Against Israel Act.

Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and 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.

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

S. Certification of No Chinese Ownership.

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

T. No Consequential Damages

Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project, the work or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

"CITY"
CITY OF IDAHO FALLS, IDAHO

By SJB
Stephen Boorman, General Manager

"CONTRACTOR"
Specialty Engineering, Inc.

By Earl George
Earl George, General Manager

January 21, 2026

To: Colby Scholes
Substation Foreman
Idaho Falls Power
140 S Capital Avenue
Idaho Falls, ID 83402
Office: (208) 716-3397
csholes@ifpower.org

Subject: Gem State & Westside Substations 2026 WECC Testing Rev2 (Supersedes June 2025 proposal)

Dear Mr. Scholes:

Specialty Engineering, Inc. (SEI) is pleased to offer the following proposal for the scope of work (SOW) described herein:

SCOPE OF WORK

Idaho Falls Power (IFP) has requested testing to be performed at the Gem State & Westside Substations in accordance with WECC standards. All necessary minor repair work including calibration tuning, adjustment, cleaning, tightening, lubricating, and exercising of equipment are also included in this scope of work.

The work includes all per diem, lodging, travel costs (time and fuel), incidentals, setup time, reporting, and administration costs. If any additional work is performed it will only incur necessary additional labor, per diem, and lodging costs as all other costs for this work (mobilization demobilization and setup costs) will be absorbed in the project.

SEI anticipates these scopes of work can be performed in five working day, working 10 hours with four technicians. A final report shall be submitted within 14 days of the completion of the aforementioned work.

Scope of Work:

Gem State Substation ($62,575)

1. Westinghouse Transformer, 3 Phase, 161kV-13.8kV, 15MVA (1 each)
2. General Electric Vacuum Circuit Breaker, 13.8kV, 1200 Amps (1 each)
3. Siemens SF6 Circuit Switcher, 169kV, 1200 Amps (1 each)
4. SEL 487E Differential Relay (1 each)
5. SEL 300G Generator Relay (1 each)
6. General Electric DIFCA5B Relays (3 each)
7. Generator Current Transformers (6 each), located on the split bus of the generator
8. Generator Current Transformers (4 each), located on the load of the generator
9. General Electric Current Transformers (6 each), located on the line and load sides of the generator circuit breaker
10. Westinghouse SRCT Current Transformers (7 each), located on the high side of the transformer
11. Westinghouse MRCT Current Transformers (3 each), located on the low side of the transformer
12. General Electric Potential Transformers (8 each)
13. RTE Distribution Potential Transformer (1 each)
14. Functional checks on relays, Circuit Breaker and Transformer
15. Generator (1 each)
16. General Electric, 5kV Vacuum Breaker, 1200A (1 each)
17. General Electric, 480V Power CB 800A Spare Trip Unit (1each)

Westside Substation ($70,000)

1. Iljin Transformer, 3 Phase, 161kV-12.47kV, 15MVA (1 each)
2. Square D Vacuum Circuit Breaker, 15.5kV, 2000 Amps (1 each)
3. Square D Vacuum Circuit Breaker, 15.5kV, 1200 Amps (1 each)
4. Siemens SF6 Circuit Breaker 169kV, 2000 Amps (1 each)
5. SEL 351S7 Relay (3 each)
6. SEL 387A Transformer Differential Relay (1 each)
7. Current Transformers (5 each) Iljin Transformer
8. Current Transformers (12 each) Square D Circuit Breakers
9. Kuhlman Potential Transformers (3 each)
10. Functional checks on relays, Circuit Breakers and Transformer
11. Siemens SF6 Circuit Breaker, 170KV, 2000 Amps (6B1-18, 6B2-18)
12. ABB SF6 Circuit Breaker, 242KV, 2000 Amps (6B4-18 & 6B5-18)
13. Current Transformers (12 each) Siemens SF6 Circuit Breaker (3 each)
14. Current Transformers (12 each) ABB SF6 Circuit Breaker (2each)
15. SEL 421 Directional distance relay (3each)
16. 3 phase ganged 230KV switches (8 each)

Customer Responsibilities

- Make all electrical equipment under work scope available to SEI personnel during the mutually agreed upon work schedule.
- Schedule and perform switching operations to de-energized equipment and provide safety grounds on equipment on which work will be performed prior to the arrival of SEI.
- Costs for outages.
- Physically isolate (Prior to SEI's arrival) and reconnect all equipment to be worked on.
- Provide permits, if required, to perform work.
- Provide manuals of the equipment and drawings of the circuitry on which work will be performed 30 days prior to the arrival of SEI.

SEI Responsibilities

- Provide test equipment & Tools necessary to complete the scope of work.
- Provide a manlift for aerial work.
- Provide Doble Type C Resonator for generator testing
- Provide analysis and engineer review.

The cost to perform the scope of work outlined in this proposal is a **Firm Fixed** amount of **$132,575**. This price has a shared mobilization cost, if these substations were to be tested at different timeframes, then additional mobilization charges would be incurred. Applicable federal, state and local sales taxes are not included. This amount is based on the work taking place on weekdays (M-F) during normal hours.

Any deficiencies found within the aforementioned equipment shall be reported but not corrected as part of this scope of work. Work to be performed beyond the scope of work will be performed on a **Time & Materials** basis only with the prior written approval of the client. Any delays (Including switching, safety grounding, weather, safety orientation, etc.) beyond the control of SEI shall be billed in addition to the cost of this proposal. Additional mobilizations due to any delays including but not limited to unavailability of equipment, weather, or scheduling conflicts beyond the control of SEI shall be billed in addition to this proposal.

SEI may require up to a 30 day notice to proceed prior to the start of the work.

Should you require further assistance or have any questions please do not hesitate to call. Thank you for choosing Specialty Engineering, Inc.

Sincerely,

Earl George
General Manager
(360) 553-7303 (Office)
(360) 241-8088 (Cell)

Memorandum

File #: 26-50 **City Council**

FROM: Ian Turner, Airport Director
DATE: Thursday, February 12, 2026
DEPARTMENT: Airport

Subject
Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, Operating as Enterprise Rent A Car, Alamo Rent A Car, and National Car Rental

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the agreement with Enterprise Rent A Car Company of UT, LLC, operating as Enterprise Rent A Car, Alamo Rent A Car, and National Car Rental (or take other action deemed appropriate).

Description, Background Information & Purpose

In November 2025, Request for Proposal 25-008 *On-Airport Rental Car Concession Lease* opened bids and received three timely proposals. This resulted in one bank of space unallocated. Following bid openings, multiple entities expressed interest in the remaining space. To allocate space fairly and in accordance with the terms of the non-exclusive rental car concession agreements, those entities who attended the pre-bid meeting during the request for proposal process were afforded an opportunity to bid on the available space. Entities were asked to bid on each of the spaces available to rent. Enterprise Rent A Car Company of UT, LLC, provided the highest bid for the remaining space.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports the strong, stable, and healthy economic growth and vibrancy initiative and the reliable public infrastructure and transportation and mobility initiative through revenue generation that supports a financially self-sufficient airport and access to ground transportation options for the traveling public.

Interdepartmental Coordination

The Legal Department and Municipal Services Department assisted with this item.

Fiscal Impact

Over the three-year term of the agreement, fixed revenue totals $254,971.98 plus a 10% privilege fee.

Legal Review

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

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NON-EXCLUSIVE

RENTAL CAR CONCESSION AGREEMENT

THIS NON-EXCLUSIVE RENTAL CAR CONCESSION AGREEMENT is made and entered into this 12th day of February, 2026, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho (hereafter "CITY"), acting through its operating department the Idaho Falls Regional Airport, whose address is 308 Constitution Way, Idaho Falls, Idaho, and Enterprise Rent A Car Company of UT, LLC, (hereafter "CONCESSIONAIRE"), operating as Enterprise Rent A Car, Alamo Rent A Car, and National Car Rental, a Delaware limited liability company with its principal offices being located at 7144 S. State Street, Midvale, UT 84047.

WHEREAS, CITY owns, controls, operates, and maintains, an airport known as Idaho Falls Regional Airport (hereafter "AIRPORT") and has the authority to grant rights and privileges with respect thereto; and

WHEREAS, in order to provide ground transportation to and from the AIRPORT, CITY enters into multiple non-exclusive rental car concession agreements to provide car rentals to the traveling public; and

WHEREAS, to effectuate such desire, CITY issued Request for Proposal 25-008: *Non-Exclusive Rental Car Concessions for the Idaho Falls Regional Airport* that resulted in less than the full allocation of space available at the AIRPORT; and

WHEREAS, multiple entities expressed interest in the unallocated space for which CONCESSIONAIRE was selected; and

WHEREAS, CITY and CONCESSIONAIRE agree that this Agreement and those agreements entered into on December 18th, 2025, are the only agreements in effect at this time and any other agreements are no longer valid, and

WHEREAS, CONCESSIONAIRE may conduct non-exclusive car rental operations at the AIRPORT within the terms of this Agreement.

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

1. DEFINITIONS
    a. "ACDBE" – shall mean airport concession disadvantages business enterprise and shall reference all applicable requirements related to 49 CFR Part 23.
    b. "Agreement" – this Non-Exclusive Rental Car Concession Agreement and all attached exhibits and appendices, to include the Request for Proposal 25-

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008: *On-Airport Rental Car Concession Lease* document, and any addenda issued for Request for Proposal 25-008. In the event of a conflict between the terms of the Non-Exclusive Rental Car Concession Agreement, Request for Proposal 25-008, or any addenda issued in relation to Request for Proposal 25-008, the terms of the Non-Exclusive Rental Car Concession Agreement shall govern.

c. "Airport" – the Idaho Falls Regional Airport, operated by the Airport Department of the City of Idaho Falls, as outlined in the City Code of the City of Idaho Falls.
d. "Airport Customer" – a Rental Car customer who rents a car from CONCESSIONAIRE at this AIRPORT location or are otherwise related or connected in any way to the AIRPORT including without limitation enplaning, deplaning or connecting passengers, and employees of company's operation at the AIRPORT except for CONCESSIONAIRE's employees who operate a company car as part of their compensation.
e. "Airport Director" – the Airport Director of the Idaho Falls Regional Airport, or his or her designee, whose authority and purpose are outlined within City Code of the City of Idaho Falls and other resolutions and ordinance issued by the Idaho Falls City Council.
f. "Brand" – the name of a rental car company as commonly marketed or demonstrated as offering vehicles for rent to the public.
g. "Brand Family" – the owner of a brand, or collection of brands, typically under common ownership through a single parent company. Under this Agreement, this term includes franchisees with the authority to offer a Brand for rent by the owner of that Brand.
h. "City" – the City of Idaho Falls, Idaho, existing under the laws of the State of Idaho and owner of the Idaho Falls Regional Airport.
i. "Contract Year" – a contract year under this Agreement shall mean the period of February 1 through January 31. However, the first Contract Year shall be from February 15, 2026, to January 31, 2027.
j. "Concessionaire" – the legal entity entering into this Agreement and ultimately responsible for performance of the Rental Car operations through its Brand or Brand family. When used in the plural form "Concessionaires" – the legal entity entering into this Agreement and other legal entities entering into agreements that are substantially similar to this Agreement.
k. "Gross Revenues" – defined as the aggregate sums paid or payable to CONCESSIONAIRE for the rental of vehicles related or connected by any means to the AIRPORT. This includes, without limitation, all Airport

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Customers, and for all ancillary activities allowed under this Agreement, except those items listed below under items and regardless of how said sum may be stated on the invoice to the Airport Customer, how or where CONCESSIONAIRE received the order for the rental, where the automobile is rented, or where the automobile is returned. Gross Revenues specifically exclude:

i. Federal, state, county, or local sales, use, or excise tax now or in future effect so long as such tax is separately stated on Airport Customer's rental contract at the time the contract is entered into and at the time the rental contract is closed.
ii. Those fees referred to in this Agreement as Customer Facility Charges (hereinafter "CFC").
iii. Tips and gratuities paid to CONCESSIONAIRE's employees by an Airport Customer.
iv. Any fee assessed to recover the cost of licensing vehicles generally referred to "vehicle licensing fees".
v. Inter-city drop fees.
vi. Any sums received or collected from Airport Customer's due to damage to automobiles or Concessionaire's property, or due to loss, conversion, or abandonment of such automobiles. This includes any fees or costs associated with an Airport Customer utilizing a Collision Damage Waiver or Loss Damage Waiver, or other instrument of similar name and intent
vii. Fines, tolls, or citations paid by CONCESSIONAIRE and charged back to an Airport Customer. This includes charges to an Airport Customer for the purchase of fuel when the Airport Customer was contractually obligated to purchase fuel as well as towing and impound charges associated with the actions of an Airport Customer.
viii. Sale(s) of CONCESSIONAIRE's capital assets or trade fixtures now or in the future present at the Airport.
ix. Sums, or amounts, representing discounts or rebates provided to Airport Customer's associated with the Airport, so long as the total of the discount or rebate is listed on the Airport Customer's contract at the time of entering into any rental agreement.
x. Credits to customers for purchases of gas, oil, or emergency services.

l. "Hazardous Materials" - any material that, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any Federal, state, or local governmental authority to pose a present or potential

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hazard to human health or safety or to the environment, and includes any material or substance identified, listed, or defined as a "hazardous waste," hazardous substance," "pollutant," "contaminant," or term of similar import, or is otherwise regulated pursuant to Environmental Laws including: asbestos, asbestos-containing materials, petroleum, petroleum products, crude oil, natural gas, natural gas liquids, or any fraction of said products.

m. "Laws" – all present and future laws, ordinances, requirements, orders, proclamations, directives, rules, building codes, minimum standards, and regulations of any government entity affecting the Leased Premises, this Agreement, or any construction in any way.
n. "Leasehold Improvements" – all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the airport terminal building or property of the City.
o. "Leased Premises" – the office space, rental counter, Ready-Return Stalls, QTA facilities, and other space articulated within this Agreement that is made available to CONCESSIONAIRE to perform the operations considered by the Agreement.
p. "Minimum Annual Guarantee" or "MAG" – the sums guaranteed to be paid to the Airport for operating in a given Contract Year, as outlined within this Agreement.
q. "Privilege Fee" – a percentage of Gross Revenue paid to the Airport for operating under this Agreement.
r. "Personal Property" – all movable property of the CONCESSIONAIRE, or its employees, now directly related to the Rental Car operation granted under this Agreement. Examples include, but are not limited to, tables, chairs, computers, information technology equipment, or office supplies.
s. "Quick-Turn Around" or "QTA" – the facilities and space leased under this Agreement by CONCESSIONAIRE to return vehicles to a rentable condition. The QTA shall be outlined within this Agreement.
t. "Ready-Return Stalls" – parking stall where cars shall be returned and rented from under this Agreement. The Ready-Return stalls shall serve as the point of exchange between CONCESSIONAIRE and its individual Airport Customer.
u. "Rental Car" – an automobile designed primarily for the transportation of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sports utility vehicles, and pick-up trucks rated to three-quarter-ton or less.
v. "Skyline Drive Shared Storage" – an area of airport property containing in total 96,372 square feet, more or less, of which a portion is made available

as indicated within this Agreement to all CONCESSIONAIRES who have a contractual right to use this area to hold an inventory of Rental Cars available, or in the future available, to be rented out to Airport Customers.

w. "Trade Fixtures" – all non-affixed items, except expendables and personal property, which can be removed without damage to the Leased Premises, including cash registers, safes, signs, and display fixtures.

x. "Transaction" – the execution of an agreement between the CONCESSIONAIRE and an Airport Customer for a Rental Car, the payment of funds or completion of a cash or credit transaction for payment for rental of a Rental Car, or delivery of a Rental Car to an Airport Customer.

y. "Transaction Day" – each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car Concessionaire rents or otherwise enters into a similar arrangement for the use of a Rental Car and for which the CONCESSIONAIRE collects revenue from the Airport Customer. Late returns after a twenty-four (24) hour period shall be considered a Transaction Day.

2. TERM

   a. The term of this Agreement shall commence on February 15, 2026, and continue through January 31, 2029 ("Expiration Date").

   b. CONCESSIONAIRE shall not hold over upon the termination of this Agreement unless agreed to in writing by CITY. In the case of any such holdover, all rent items listed under Section 4 shall increase by three percent (3%) over the immediately preceding Contract Year's rent rates. In the event of a holdover, the Privilege Fee and Minimum Annual Guarantee shall be established as indicated within this Agreement. If CITY accepts rent as adjusted under this Section after termination of this Agreement, CONCESSIONAIRE's lease of the Leased Premises shall be deemed to be a month-to-month periodic tenancy subject to all other terms and conditions of this Agreement. Should CITY not accept payment from CONCESSIONAIRE after the expiration or termination of this Agreement, CITY may deem CONCESSIONAIRE to be a trespasser and subject to the eviction process provided in Idaho Code Title 6, Chapter 3, including but not limited to an action for unlawful detainer.

3. LEASED PREMISES

   a. CITY hereby leases to CONCESSIONAIRE the following facilities, building space, and ground area that collectively shall be known as the "Leased Premises".

      i. Office and Counter Space – CONCESSIONAIRE is hereby granted the right to occupy for its business operation as outlined within this

Agreement terminal building office **#3** and counter space **#2** containing **305** square feet. Said office and counter space are shown on Exhibit A: Terminal Building Leased Area.

ii. Ready Return Stalls – CONCESSIONAIRE is hereby granted the right to occupy for its business operation as outlined within this Agreement the Ready-Return Stalls known as **Block D** containing a total of **22** stalls. Said Ready-Return Stalls are shown on Exhibit B: Ready-Return Stalls.

iii. Quick Turn Around facilities – CONCESSIONAIRE is hereby granted the right to occupy for its business operation as outlined within this Agreement QTA facility Number **#2** containing a total of **52,919** square feet. Said QTA area is indicated on Exhibit C: QTA Facility.

iv. Skyline Drive Shared Storage – CONCESSIONAIRE is hereby granted the right to occupy for its business operation as outlined within this Agreement a portion of the Skyline Drive Shared Storage area totaling **N/A** square feet. Said area is indicated in Exhibit D: Skyline Drive Shared Storage Area with CONCESSIONAIRE's brand or brands listed within the limits of CONCESSIONAIRE's leased premises on the exhibit.

b. Leased Premises are accepted for its purposes by CONCESSIONAIRE and will be occupied by CONCESSIONAIRE on an "as is" basis. CITY completed a Phase 1 Environmental Site Assessment dated January 7, 2026, covering the QTA facilities depicted in Exhibit C. CITY has made a copy available to CONCESSIONAIRE and CONCESSIONAIRE acknowledges receipt of said document. The CONCESSIONAIRE specifically waives any covenants or warranties regarding the Leased Premises, including but not limited to any warranty of suitability and warranty of habitability or fitness for use.

4. RENT AND FEE

a. CONCESSIONAIRE shall pay rent to CITY for the terminal building and office space during each Contract Year, as follows:

i. 2/1/2026 to 1/31/2027 = **$29.46** per square foot

ii. 2/1/2027 to 1/31/2028 = **$29.47** per square foot

iii. 2/1/2028 to 1/31/2029 = **$29.48** per square foot

b. CONCESSIONAIRE shall pay rent to CITY for the Ready-Return Stalls during each Contract year, as follows:

i. 2/1/2026 to 1/31/2027 = **$2,275.00** per stall

ii. 2/1/2027 to 1/31/2028 = **$2,276.00** per stall

iii. 2/1/2028 to 1/31/2029 = **$2,277.00** per stall

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c. CONCESSIONAIRE shall pay rent to CITY for the QTA facility space during each Contract Year, as follows:
    i. 2/1/2026 to 1/31/2027 = **$0.48** per square foot
    ii. 2/1/2027 to 1/31/2028 = **$0.49** per square foot
    iii. 2/1/2028 to 1/31/2029 = **$0.50** per square foot
d. CONCESSIONAIRE shall pay rent to CITY for the Skyline Drive Shared Storage space during each Contract year, as follows:
    i. 2/1/2026 to 1/31/2027 = **N/A** per square foot
    ii. 2/1/2027 to 1/31/2028 = **N/A** per square foot
    iii. 2/1/2028 to 1/31/2029 = **N/A** per square foot
e. CONCESSIONAIRE shall pay to CITY as a Privilege Fee during each Contract Year of this Agreement, for the rights and privileges herein granted, a concession fee of ten percent (10%) of all Gross Revenue, as defined within this Agreement. Said Privilege fee shall be calculated based upon the revenue generated under the two agreements between the CITY and CONCESSIONAIRE entered into on December 18, 2025, as amended, and this Agreement. On, or before, the 15th day of the second month of this Agreement and the 15th day of each month thereafter, said Privilege fee shall be remitted to CITY. In no case shall the total annual Privilege Fee for each Contract Year be less than the Minimum Annual Guarantee. The sum of the Minimum Annual Guarantee shall equal two hundred thousand dollars and no cents ($200,000.00) for this Agreement and, combined with the other two agreements referenced within this paragraph, will come to a total of six hundred thousand dollars and no cents ($600,000.00) for the Contract Year of February 1, 2026, to January 31, 2027. In the second and third Contract Years of this Agreement, the total MAG shall be calculated as eighty-five percent (85%) of the total Privilege Fee or MAG across all three agreements, whichever is higher, for the immediately preceding Contract Year, and the MAG for this Agreement shall be one-third (1/3) of the total MAG.
    i. If, in any given Contract Year, the total annual Privilege Fee remitted by CONCESSIONAIRE is less than the total MAG across all three agreements, CONCESSIONAIRE shall cause to be made a payment of the difference between the total MAG and the total Privilege Fee. Such sum shall be remitted to CITY by March 1 following the conclusion of the given Contract Year.
    ii. In the event that passenger traffic, as reported to the Airport, reduces by a significant amount, the MAG will be abated. For the purposes of MAG abatement, a significant passenger reduction shall mean a

fifteen percent (15%) or greater reduction in passenger deplanements in the most recently concluded Contract Year compared to the immediately preceding Contract Year.

iii. CONCESSIONAIRE agrees to conduct its business operation in a fair manner and with integrity. It is expected that CONCESSIONAIRE will include all costs, expenses, and profits within the rates to its Airport Customer. In the case that CONCESSIONAIRE chooses to list a recovery of the Privilege Fee as a separate charge in any of CONCESSIONAIRE's advertised rates or rental agreements, such separate charge shall be disclosed to the Airport Customer at the time of reservation and again at the time of the actual rental of the Rental Car. Furthermore, if the Privilege Fee is charged separately, it will be charged in a fair and consistent manner, will not be listed as a surcharge or a tax, shall not exceed eleven and eleven hundredths percent (11.11%), and shall be included within the definition of Gross Revenue.

f. All rent determined on an annual basis shall be paid monthly at the amount of one-twelfth (1/12) the annual rate. This rent shall be multiplied by one-half (1/2) for the period of 2/1/2026 to 2/28/2026, for the rent and fees as described in Section 4, paragraph a(i), b(i), and c(i), to reflect the reduced period of occupancy from 2/15/2026 to 2/28/2026 under the term outlined in Section 2(a).

g. All rent and fees due under this Agreement shall be due and payable to CITY on or before the fifteenth (15th) day of the following month, with a penalty of ($30.00) per day for each day said payment is late.

5. CUSTOMER FACILITY CHARGE

a. The CITY has established a Customer Facility Charge on all Rental Car Transactions. All CONCESSIONAIRE's at the Airport shall collect the Customer Facility Charge from Airport Customer's on each Transaction on a Transaction Day basis, with no limit to the number of Transaction Days. The CITY has established the Customer Facility Charge at $6.00 per Transaction Day and said rate may be amended by the CITY through a resolution of the City Council of the CITY. CONCESSIONAIRE shall be provided 60 days advance notice should the Customer Facility Charge be changed and CONCESSIONAIRE may provide comments to the Airport Director, or his or her designee.

b. Customer Facility Charge funds shall be collected by CONCESSIONAIRE and shall be considered funds held in trust on behalf of the CITY. Customer

Facility Charge collections held by CONCESSIONAIRE shall be separately accounted for and, as between the City and the CONCESSIONAIRE, shall be considered the property of the CITY. Under no circumstances are Customer Facility Charge funds to be considered CONCESSIONAIRE property.

c. CONCESSIONAIRE shall on or before the fifteenth (15th) of each calendar month remit to CITY the Customer Facility Charge for the preceding month.
d. Customer Facility Charges shall not be considered Gross Revenue and shall be listed separately on any Airport Customer agreement, contract, or receipt.

6. STATEMENTS, BOOKS AND RECORDS
   a. CONCESSIONAIRE must maintain full and accurate statement, books and records as will be sufficient to document the collection by the CONCESSIONAIRE of all Customer Facility Charges and Gross Revenue required to be collected by this Agreement. The CITY shall have the right, through its Airport Director or his or her designee, to inspect such books and records as outlined within this Agreement. CONCESSIONAIRE hereby agrees that all such books, records, or other instruments shall be made available to the CITY for at least 2 years after the expiration of this Agreement.
   b. CONCESSIONAIRE shall cause to be prepared a statement by the fifteenth (15th) day of each calendar month, detailing all Gross Revenue during the preceding calendar month for its operations at the Airport under CONCESSIONAIRES Brands or Brand Family. Each statement shall be signed by a responsible accounting officer of CONCESSIONAIRE.
   c. CONCESSIONAIRE shall cause to be prepared a statement by the fifteenth (15th) day of each calendar month, detailing all Customer Facility Charges collected, total number of Transactions made, and total number of Transactions Days during the preceding calendar month for its operations at the Airport under CONCESSIONAIRE's Brands or Brand Family. Each statement shall be signed by a responsible accounting officer of CONCESSIONAIRE.
   d. The form, format, or other means of reporting of the statement shall be up to each individual CONCESSIONAIRE so long as it provides sufficient detail to ascertain the information required within this Agreement. Nothing herein shall prevent CONCESSIONAIRE from combining the statement for Gross Revenue and the statement for Customer Facility Charge. However, the CITY reserves the right to object to the form, format, or means of the report and require CONCESSIONAIRE to make adjustments to such reporting in the CITY's sole discretion.

e. Should CONCESSIONAIRE hold multiple agreements for rental car concessions with CITY, all reports may be submitted in aggregate form so long as such report is capable of meeting the requirements of all agreements.

7. INSPECTION AND AUDIT
   a. For purpose of determining the accuracy of reporting Gross Revenue and Customer Facility Charges, CITY may make a spot test and base its finding for the entire period upon such spot test; provided, however, that such spot test shall include at least twenty-five percent (25%) of the total time of the period being spot tested. In addition, if the CONCESSIONAIRE has one or more additional outlets within a 25 mile radius of the Airport, then for purposes of the spot checks mentioned herein, the CONCESSIONAIRE agrees to allow a full and complete spot check of the additional outlets, said spot check to be at the same time of the spot check as the Airport outlet. CITY reserves the right to conduct said spot check personally or to employ the services of an independent third party.
   b. CITY shall have the right during any one Contract Year of the Agreement to authorize two audits of CONCESSIONAIRE's records pertaining to the rental car concession operation. Such audits may be undertaken by a reputable firm of independent certified public accountants. The cost of such audits shall be borne by CITY. Audits shall review payments under Section 4(e) for the Privilege Fee owed on Gross Revenue and shall review payments under Section 5(a) under Customer Facility Charges owed for the total number of Transaction Days. Should either amount due be underpaid by five percent (5%) or more, said amount shall be immediately due to CITY and the cost of the audit shall be transferred to CONCESSIONAIRE. Late fees shall be assessed at the rate indicated in Section 4(g) beginning with the date the completed audit is presented to CITY and until the full amount of the underpayment is received by CITY.
8. USES, PRIVILEGES, COBRANDING AND OBLIGATIONS
   a. CONCESSIONAIRE shall be granted the non-exclusive right, privilege, and obligation to operate a Rental Car concession upon the Airport in accordance with this Agreement including all necessary and ancillary services customarily associated with Rental Car concessions at public airports of similar size and situation within the United States of America.
   b. CONCESSIONAIRE will use Leased Premises solely for the operation of its on-Airport Rental Car concession business to the exclusion of any other use including the sale of services or items unless approved of in advance in

writing by the CITY. CONCESSIONAIRE shall not engage in any other business activity, at or upon the Airport, unless it is provided for by a separate written agreement with CITY.

c. CONCESSIONAIRE expressly acknowledges and agrees that it shall not be entitled to substitute, modify, or add to the Brands of rental car service companies being marketed or operated from the Leased Premises during the Term of this Agreement. The Brand(s) permitted to be marketed or operated from the Leased Premises shall be:
    i. Brand 1: Enterprise Rent A Car
    ii. Brand 2: Alamo Rent A Car
    iii. Brand 3: National Rental Car
d. CONCESSIONAIRE shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of Rental Cars to meet all reasonably foreseeable demands of the Airport Customer. CONCESSIONAIRE shall provide no fewer than fifty (50) Rental Cars under this Agreement per Brand offered for rent to the Airport Customer.
e. CONCESSIONAIRE shall not interfere with any normal operations of the Airport, to include the normal flow of airline operations, airport operations, the public, other concessionaires, or governmental entities.
f. CONCESSIONAIRE shall have the right to use all public Airport areas and spaces as reasonably required for access to and from the Leased Premises, and any designated parking areas, provided its agents, employees, suppliers, or guests pay applicable fees, abide by the contents of this Agreement and any other applicable laws of the Federal, state, or local government.
g. CONCESSIONAIRE shall have the right to use the public roadway for ingress and egress between the Leased Premises, other areas of the Airport, and off-Airport.

9. RESTRICTIONS ON USES AND PRIVILEGES
    a. The Leased Premises shall be used only for the purposes specified in this Agreement. CONCESSIONAIRE understands and agrees that CITY has the right to grant other additional privileges under separate agreements for on-Airport Rental Car operations.
    b. CONCESSIONAIRE shall not engage in any other business not directly related to the transaction of Rental Cars. Nothing within this Agreement shall be deemed a right to engage in any other business operation to include, but not limited to:
        i. Ground transportation for hire, including taxicabs or limousines

ii. Drop-off or pick-up of Airport Customers in areas of the Airport outside of the Leased Premises, including other areas of the public parking areas.
iii. Retail vehicle sales or similar operations that promulgate the transfer of title.
iv. Maintenance and repair services, except those basic services required to keep a Rental Car in a ready state of operation from one Transaction to the next.
v. Sale of gasoline, except for sales to Airport Customers for use in CONCESSIONAIRE's Rental Cars.
vi. Food, beverage, gift shop, or bookstore style business operations. However, this does not apply to the presence of equipment and services provided to CONCESSIONAIRE's own employees while those employees are working on CONCESSIONAIRE's obligations under this Agreement.
vii. Rental or storage of any vehicle not considered a Rental Car, as defined within this Agreement.

c. Public curbside space, public parking lots, and other airport tenant leased spaces shall not be used for storing CONCESSIONAIRE's Rental Cars, the pickup of Rental Cars, the drop off of Rental Cars, or any transactions with Airport Customers of CONCESSIONAIRE's business.
d. CONCESSIONAIRE shall refrain from and prevent any use of the Leased Premises or other Airport property that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute a hazard, safety issue, or a breach of security requirements.
e. Inside storage is required of all material utilized by CONCESSIONAIRE in the performance of its Rental Car operation, except the storage of actual Rental Cars. There shall be no storage of junk, salvage vehicle parts, solid waste, non-operational equipment, damaged equipment, damaged Rental Cars, or debris. All wrecked Rental Cars shall be removed from the Leased Premises within seventy-two (72) hours.
f. CONCESSIONAIRE shall not make any unlawful or improper use of the Leased Premises or any other area at the Airport. Without limitation, CONCESSIONAIRE may not allow the Leased Premises to be utilized in a way that violates any Federal, state, or local rules, regulations, or laws, or the Airport Rules and Regulations.
g. CONCESSIONAIRE recognizes and acknowledges that the CITY's operation of the Airport is subject to the rules of the Federal Aviation Administration

under 14 CFR Part 139 and other regulations governing aviation applicable to the certification of commercial service airports. As such, it agrees to abide by all provisions and regulatory requirements that may now or in the future impact CONCESSIONAIRE's Rental Car operation at the Airport up to and including participating and complying with corrective actions required by such compliance.

h. CONCESSIONAIRE recognizes and acknowledges that the CITY's operation of the Airport is subject to the rules of the Transportation Security Administration under 49 CFR Part 1542 and other regulations governing aviation security applicable to airports. As such, it agrees to abide by all provisions and regulatory requirements that may now or in the future impact CONCESSIONAIRE's Rental Car operation at the Airport up to and including participating and complying with corrective actions required by such compliance.

10. RIGHTS OF CITY

a. CITY shall have the right to adopt, amend, and otherwise alter reasonable rules and regulations in the operation of the Airport.

b. CITY hereby assigns the responsibility of administering this Agreement with CONCESSIONAIRE to the Airport Director, or his or her designee, as well as operating the Airport except where the City Code of the City of Idaho Falls grants a right or responsibility to another entity or official of the CITY.

c. CITY shall have the right to further plan, develop, improve, remodel, alter, and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as CITY deems appropriate, regardless of the desires or view of CONCESSIONAIRE, and without interference or hindrance.

    i. Upon the completion of any terminal building, or terminal area, construction or alteration, CITY reserves the right to relocate the Leased Premises upon the completion of said alteration or construction. If said construction or alteration significantly changes the Leased Premises and impacts CONCESSIONAIRE's Rental Car operation, the impacted provisions shall be renegotiated. If said renegotiation is desired, written notice must be given to CITY by CONCESSIONAIRE within sixty (60) days said construction or alteration becomes known by CONCESSIONAIRE. However, CITY shall not be responsible for the cost associated with the moving or reinstallation of CONCESSIONAIRE's equipment or trade fixtures.

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d. It will be a condition of this Agreement that CITY reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating an Airport. It shall be construed under this section that the protection of approach and departure paths to and from the Airport shall be included within this right.

11. MAINTENANCE REQUIREMENTS AND UPKEEP

a. CITY shall perform maintenance and upkeep as follows:
   i. Operate and maintain the Airport terminal building, to include the provision of water, electricity, and natural gas. This maintenance requirement includes maintaining the structural components of CONCESSIONAIRE's leased office and counter space as well as any systems or signage provided thereto by the CITY. The cost of said maintenance is included in the rental rate for office and counter space.
   ii. Provide custodial services and garbage services for the Airport terminal building in common with all tenants and users of the Airport.
   iii. Maintain access roadways into and out of the Airport terminal, in common with all other users of the Airport. Except that such access may be restricted from time to time for activity necessary to perform the requirements of this Agreement and those requirements incidental to the operation of the Airport.

b. CONCESSIONAIRE shall perform maintenance and upkeep as follows:
   i. Maintain all Leased Premises in a neat and tidy manner, including the removal of garbage from the Leased Premises. Garbage service is the responsibility of CONCESSIONAIRE for the QTA facility and Skyline Drive Shared Storage.
   ii. Operate and maintain the QTA facility and Skyline Drive Shared Storage space, to include the provision of internet, phone, water, electricity, and natural gas at CONCESSIONAIRE's sole responsibility and expense. CONCESSIONAIRE acknowledges that no expectation of support exists for maintenance or operation of the QTA facility or Skyline Drive Shared Storage from the CITY.
   iii. Snow removal from Ready-Return Stalls, QTA facility, and Skyline Drive Shared Storage.

iv. Maintain all trade fixtures, equipment, and installed improvements caused by CONCESSIONAIRE and that is necessary for the ongoing Rental Car operation.

12. IMPROVEMENTS
    a. CONCESSIONAIRE shall be responsible for the following improvements under this Agreement:
        i. Signage of all counter space, Ready-Return Stalls, and QTA facilities.
    b. CITY shall be responsible for the following improvements under this Agreement:
        i. Sealcoating and restriping of the Ready-Return Stalls identified within this Agreement, as well as drive lanes for Rental Cars.
13. STANDARD OF SERVICE
    a. The expectation of the Airport is to have Rental Cars available to Airport Customers and appropriate staffing levels of CONCESSIONAIRE employees to assist during each day of the year and for the hours that the Airport is accepting arriving and departing flights. Appropriate hours shall be determined at the sole discretion of the Airport Director or his or her designee.
    b. CONCESSIONAIRE shall at all times employ an active, qualified, competent, and experienced manager to supervise the concessions operations and be authorized to represent and act for CONCESSIONAIRE.
    c. CONCESSIONAIRE shall be required to properly uniform or dress its attendants and employees, to include identification of the employer, and appear professionally. They shall be neat and clean. CONCESSIONAIRE shall not employ any person(s) in or about the Leased Premises who shall use improper language or act in a loud, boisterous or otherwise improper manner.
    d. CITY has the right to object to any inappropriate activity, inappropriate business practice, or unsatisfactory appearance of CONCESSIONAIRE's employees. CONCESSIONAIRE shall address the objections and ensure prompt remedy for any issue brought to CONCESSIONAIRE's attention.
    e. CONCESSIONAIRE shall respond to any complaint, question, or concern related to the provision of services under this Agreement initiated by the CITY or shared by the CITY within seventy-two (72) hours and thereafter diligently work toward a positive resolution of the concern, question, or complaint. At either the CITY's or CONCESSIONAIRE's request, a meeting shall be established to review the information related to the concern, question, or complaint to expedite an efficient resolution. CONCESSIONAIRE agrees that

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the quality of operation or services shall be made in the CITY's sole reasonable judgment, and curative measures approved by the CITY shall be implemented by CONCESSIONAIRE as expeditiously as possible.

14. SIGNS AND ADVERTISING
    a. CONCESSIONAIRE shall install signage, at its own cost and labor, necessary to operate. Signage shall include identification signs, company logos, regulatory information, advertising, promotions, photographs, art displays, and similar visual displays. CONCESSIONAIRE has the right to install and operate within the Leased Premises signs pertaining to the Brands indicated within this Agreement and for the sole purpose of soliciting Rental Cars.
    b. CONCESSIONAIRE acknowledges that CITY wishes to maintain a high level of standards related to the visual aesthetic portrayed to Airport Customers. As such, CONCESSIONAIRE shall remove all signage and advertising upon notification from the Airport Director or his or her designee.
    c. No signage or advertising shall be placed outside of the Leased Premises contained within this Agreement without entering into a separate written agreement with City.
    d. At the expiration of this Agreement or earlier termination of the Agreement, CONCESSIONAIRE agrees to remove all signage and advertising from the Leased Premises.
    e. If, at any point in time, the CITY, in its sole discretion, elects to install digital monitors and billboards, CONCESSIONAIRE shall provide branding in the format and dimensions required by CITY to replace static display of CONCESSIONAIRE's Brand or Brand Family signage. In no way does this requirement require that traditionally displayed regulatory information, contract requirements, or other information required to carry out CONCESSIONAIRE's business operations to be removed from the rental counter.

15. INDEMNIFICATION
    a. CONCESSIONAIRE shall, at its sole cost and expense and to the fullest extent of the law, indemnify and hold harmless CITY, its elected officials, appointed officials, employees, and other authorized representatives or volunteers. Said indemnification shall apply to any and all suits, actions, legal proceedings, administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees, costs, and expenses arising during or after execution of this Agreement, and directly or indirectly arising from, related to or connected with, in whole or in part, this Agreement and CONCESSIONAIRE's performance under the Agreement.

b. CITY shall not be held liable for damage caused by any purpose other than the negligence on the part of the CITY.

16. INSURANCE

a. CONCESSIONAIRE must be covered by insurance for CONCESSIONAIRE's operations, to include any subcontractor hired by CONCESSIONAIRE and performing work within the Leased Premises, and for all other parties for whom the CONCESSIONAIRE is legally liable. Said insurance requirements are laid out as follows:

i. Commercial General Liability Insurance – Concessionaire shall purchase and maintain commercial general liability insurance relative to its services, operations and business at the Airport in an amount not less than $2,000,000 or the maximum limit of liability under Idaho Code § 6-926, whichever is greater, combined single limit of bodily injury and property damage coverage. CITY shall be listed as an additional insured.

ii. Commercial Automobile Liability Insurance – CONCESSIONAIRE shall purchase and maintain an automobile insurance policy that covers each and every vehicle operated as part of each and every part of its business and operations at the Airport in an amount not less than $2,000,000 or the maximum limit of liability under Idaho Code § 6-926 as amended from time to time, whichever is greater, per occurrence combined single limit, for bodily injury and property damage.

iii. Worker's Compensation and Employer's Liability – CONCESSIONAIRE shall maintain worker's compensation and employer's liability coverage sufficient to cover all of CONCESSIONAIRE's employees pursuant to the laws of the State of Idaho. In the event any work is subcontracted, similar provisions must be ensured for all subcontractors conducting work at the Airport.

iv. Umbrella – CONCESSIONAIRE shall maintain an umbrella policy with limits not less than $5,000,000 or the maximum limit of liability under Idaho Code § 6-926 as amended from time to time, whichever is greater, per occurrence, providing excess coverage over the required commercial general liability, automobile liability, and employer's liability policies.

v. Environmental Liability – CONCESSIONAIRE shall maintain an environmental liability insurance policy of not less than $2,000,000 or the maximum limit of liability under Idaho Code § 6-926 as amended from time to time, whichever is greater, per occurrence, covering

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pollution incidents arising from its business and operations activity at the Airport.

vi. Other insurance – CONCESSIONAIRE shall obtain any additional property and casualty insurance with a reputable company insuring any personal property on the Airport against risks in an amount not less than the replacement value of such personal property.

vii. CONCESSIONAIRE shall obtain any additional property and casualty insurance that is customarily required for the type of business and operation activity conducted by CONCESSIONAIRE and that the CITY may request in writing that the CONCESSIONAIRE may obtain.

b. All insurance policies shall be in a form or forms that comply with the requirements of the CITY, as established by policy or at the direction of the CITY's insurance provider. Should either the policies of the CITY or the requirements of CITY's insurance provider alter the minimum requirements contained herein, CITY shall notify CONCESSIONAIRE of the altered requirements and CONCESSIONAIRE shall adhere to the new requirements within 30 calendar days.

c. At the commencement of this Agreement, CONCESSIONAIRE shall provide to CITY a certificate of insurance for each and every insurance coverage required by this Agreement within 30 days. CONCESSIONAIRE shall provide the CITY with renewal certificates of insurance no later than thirty (30) days prior to the expiration of any required policy. The City reserves the right to request and review a full copy of any insurance policies, including endorsements, riders, or exclusions, upon request.

17. DAMAGE OR DESTRUCTION

a. Partial Destruction – If all or a portion of the Leased Premises, excluding CONCESSIONAIRE's improvements or trade fixtures, are partially damaged by fire or other casualty, but not rendered untenantable, the same shall be repaired with due diligence by the CITY. The Leased Premises shall be repaired or restored at the CITY's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by any negligence of the CONCESSIONAIRE, its employees, officers, contractors, agents, or guests, it shall be the responsibility of CONCESSIONAIRE to pay all loss, damage, and costs not covered by any insurance proceeds. Should a portion of the Leased Premises be untenantable, not due to any negligence of CONCESSIONAIRE, rent for the affected portions of the Leased Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs.

b. Extensive Destruction – If the Leased Premises, excluding CONCESSIONAIRE's improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, the CITY shall be under no obligation to repair or reconstruct such Leased Premises. The rent of the affected portions of the Leased Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow CONCESSIONAIRE to operate. The CITY shall notify CONCESSIONAIRE within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Leased Premises. If the City elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of CONCESSIONAIRE, its employees, officers, contractors, agents, or guests in which case it shall be the responsibility of CONCESSIONAIRE to pay all loss, damage and costs not covered by any insurance proceeds. If the City elects to not repair or reconstruct, this Agreement as to the destroyed or damaged portions of the Leased Premises shall terminate on the date of notification by the CITY to CONCESSIONAIRE. In such an event, the CITY agrees to use its best efforts to obtain adequate substitute space for the CONCESSIONAIRE.

c. Other Damage or Destruction – In the event that damage or destruction of Airport property is caused by the CONCESSIONAIRE, its employees, officers, contractors, agents, or guests, CONCESSIONAIRE agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. CONCESSIONAIRE further agrees to cause such repairs, reconstruction, or replacement of the affected property with due diligence.

18. CANCELLATION OR TERMINATION

a. Cancellation by CONCESSIONAIRE – CONCESSIONAIRE may cancel this Agreement and terminate all of its obligations in association with this Agreement upon the following occurrence or circumstance:

   i. The abandonment of the Airport as a commercial air transportation location by all scheduled certificated passenger airline services for a period no less than sixty (60) consecutive days.

   ii. The inability of the CONCESSIONAIRE to use the Airport for a period longer than ninety (90) days because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over CONCESSIONAIRE or CITY preventing

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CONCESSIONAIRE from operating its Rental Car business at the Airport; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of CONCESSIONAIRE.

iii. The breach by the CITY in the performance of any requirement contained within this Non-Exclusive Rental Car Concession Agreement or the failure of CITY to remedy such a breach for a period of sixty (60) days after receipt from CONCESSIONAIRE of written notice to remedy the same.

b. Cancellation by CITY – CITY shall have the right to terminate this Agreement and all of its obligations in association with this Agreement upon the following occurrence or circumstances:

i. CONCESSIONAIRE fails to collect and remit the CFCs as required under this Agreement, including collecting, segregating, and holding in trust the CFCs.

ii. CONCESSIONAIRE fails to pay, remit, or cause to be transferred to CITY any payment required under this Agreement. CONCESSIONAIRE shall have the right to cure said late payment for twenty-one calendar days after receiving written notice from CITY at the address identified within this Agreement.

iii. CONCESSIONAIRE fails to perform any requirements or obligations contained within this Non-Exclusive Rental Car Concession Agreement.

iv. CONCESSIONAIRE assigns, transfers, or encumbers this Agreement or any part of the Leased Premises without proper compliance with this Agreement.

v. CONCESSIONAIRE files a petition in bankruptcy, becomes insolvent, has a petition filed against CONCESSIONAIRE in bankruptcy, or insolvency or for reorganization or appointment of a receiver or trustee, which is not dismissed within sixty (60) days of filing.

vi. CONCESSIONAIRE petitions for or enters an arrangement for the benefit of creditors or suffers this Agreement to become subject to a writ of execution, and such writ is not released within thirty (30) days.

vii. CONCESSIONAIRE abandons, deserts, or vacates any part of the Leased Premises or discontinues operation of any portion of its Rental Car operation without the prior written consent of the City.

viii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such

manner as to substantially restrict CONCESSIONAIRE from operating its business for a period of not less than thirty (30) days at the Airport.

c. Termination – This Agreement shall terminate at the Expiration Date first outlined above, as extended by written agreement as herein outlined, or upon earlier termination for breach of this Non-Exclusive Rental Car Concession Agreement.

19. SURRENDER OF PREMISES

a. Upon the Expiration Date or earlier termination of this Agreement, CONCESSIONAIRE shall immediately surrender the Leased Premises to the CITY in good repair and condition, ordinary wear and tear accepted. CONCESSIONAIRE shall remove all of CONCESSIONAIRE's personal property, trade fixtures, equipment, or other improvements removable by prior agreement with the CITY. CONCESSIONAIRE shall cause to be made repairs to the Leased Premises incidental to such removal. Any personal property of the CONCESSIONAIRE, or any other individual or entity associated with CONCESSIONAIRE's Rental Car operation, that shall remain upon the Leased Premises at the time of expiration or earlier termination shall be deemed to have been abandoned and may be retained by the CITY as Airport property or disposed of by the CITY in such manner as the CITY shall deem fit without compensation to CONCESSIONAIRE or other individual or entity. However, should such disposal cause CITY to pay a fee or sum of money for said disposal CITY shall have the right to seek reimbursement for such disposal from CONCESSIONAIRE.

b. CONCESSIONAIRE shall cause to be returned all keys, badges, access control devices, or other material issued to CONCESSIONAIRE in common with other tenants of the CITY for use in and around the Airport.

20. ALTERATIONS AND IMPROVEMENTS

a. All repairs or improvements made by CONCESSIONAIRE shall be of high quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed by local ordinance and state law governing the Leased Premises.

b. No improvements, structures, alterations, or additions shall be made in, to or upon the Leased Premises without the prior written consent of the Airport Director. All such improvements, structures, alterations, additions, and work shall be in accordance with any conditions relating thereto and stated in writing by the Airport Director.

c. If any alterations or improvements require written plans or drawings, said plans shall be provided to the Airport Director for review and approval. Upon

completion of any alteration or improvement, final construction plans or drawings shall be provided to the Airport Director for the Airport's permanent records.

d. Any repairs, improvements, structures, alterations, or additions made by CONCESSIONAIRE to the Leased Premises shall immediately become the sole property of CITY upon completion.

21. INSPECTION OF LEASED PREMISES

a. CITY, or its duly authorized representative or agent, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purposes and conditions contained within this Agreement.

22. ASSIGNMENT AND TRANSFER

a. CONCESSIONAIRE shall not assign, transfer, or sublease its rights and Leased Premises hereunder without the prior written approval of the CITY, which shall not be unreasonably withheld.

b. All of the terms, covenants, conditions, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns.

23. MORE FAVORABLE TERMS

a. In the event that CITY may enter into any other lease for an on-Airport Rental Car concession, that agreement will not contain more favorable terms than this Agreement. Except that if the Rental Car operating environment dictates more favorable terms, such terms shall be made available to CONCESSIONAIRE.

24. NOTICE

a. All notices, including default or termination notices, shall be given by either CITY or CONCESSIONAIRE to the other in writing, sent certified mail, return receipt requested, and shall be addressed as set forth below or at such other addresses as may be identified in the future by written notice hereunder:

i. CITY:

1. Airport Director
   Idaho Falls Regional Airport
   2140 N Skyline Drive
   Idaho Falls, ID 83402

ii. CONCESSIONAIRE

1. Vice President/General Manager
   Enterprise Rent A Car Company of UT, LLC
   7144 S. State Street
   Midvale, UT 84047

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25. NO LIENS
    a. Any improvements or alterations performed to the Leased Premises with respect to this Agreement and which have been granted approval by the CITY shall be done at CONCESSIONAIRE's sole cost and expense. CONCESSIONAIRE shall not cause or permit any claim or lien to be placed upon said improvements or the Leased Premises and hereby indemnifies the CITY against all costs and liabilities arising from such claims or liens filed as a result of CONCESSIONAIRE's activity.
26. PERFORMANCE BOND
    a. For the full term of this Agreement, CONCESSIONAIRE shall deliver to the CITY a performance bond or other method of assurance as to all financial requirements of this Agreement. Said method shall be in an amount of not less than fifty percent (50%) of CONCESSIONAIRE's MAG for each of the Contract Years outlined within this Agreement. Acceptance of a method of assurance other than a performance bond shall be at the sole determination of the CITY.
27. TAXES AND LICENSES
    a. CONCESSIONAIRE shall pay all applicable local, state, and Federal taxes as well as any required permits and licenses related to its operation of a Rental Car concession.
28. VENUE AND JURISDICTION
    a. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of or in connection with this Agreement shall be exclusively the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County, or the United States District Court for the District of Idaho.
29. AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES
    a. This Agreement is subject to and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the CITY and the United States of America. The execution of such agreements has been, or may be, required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes and the expenditure of Federal funds for the extension, expansion, or development of the Airport. Should the effect of such Agreement with the United States of America be to take any of the Leased Premises under this Agreement or substantially destroy the commercial value of such improvements, City shall terminate this Agreement.
30. SEVERABILITY

a. The provisions of this Agreement are severable. In the event any provision, condition, or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part thereof to other persons or circumstance shall not be affected.

31. AMENDMENTS
    a. No amendments to this Agreement shall be made unless reduced to writing and executed by both CONCESSIONAIRE and the CITY.
32. CONFLICTS OF INTEREST
    a. CONCESSIONAIRE hereby certifies and agrees that it has no interest now, or in the future, that would create a direct or indirect conflict in a manner or to a degree that would hinder or affect the performance of the services contained herein. No person, employee, agent, officer, or other official of CONCESSIONAIRE posing such a conflict shall be employed in carrying out the responsibilities of this Agreement and any such conflict shall be disclosed to CITY.
33. TIME COMPUTATION
    a. Any period of time described within this Agreement referencing a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described that may land on a Saturday, Sunday, or a state or national holiday shall be deemed to occur on the next regular business day occurring after such a day.
34. PUBLIC RECORD LAW
    a. CONCESSIONAIRE acknowledges and agrees that this Agreement is subject to public disclosure as a public record, pursuant to the Idaho Public Records Act, Idaho Code Title 74, Chapter 1.
35. NON-DISCRIMINATION
    a. CONCESSIONAIRE agrees to comply with the non-discrimination provisions included in Exhibit E – Required Federal Provisions, attached hereto.
36. ENVIRONMENTAL COMPLIANCE
    a. CONCESSIONAIRE agrees to comply with the environmental provisions included in Exhibit F – Environmental Compliance, attached hereto.
37. CERTIFICATION OF NO CHINESE OWNERSHIP
    a. Pursuant to Idaho Code § 67-2359, CONCESSIONAIRE certifies that CONCESSIONAIRE 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.

38. ANTI-BOYCOTT AGAINST ISRAEL
    a. Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and CONCESSIONAIRE employs ten (10) or more persons, CONCESSIONAIRE 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 Section that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.
39. ANTI-BOYCOTT OF CERTAIN SECTORS
    a. Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and Concessionaire employs ten (10) or more persons, Concessionaire certifies that it is not currently engaged in and will not for the duration of the Agreement engage in a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this Section that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.
40. WAIVER/INVALIDITY
    a. If CITY or CONCESSIONAIRE waives a breach of this Agreement, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this Agreement. If any provision of this Agreement is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this Agreement.
41. HEADINGS
    a. Headings used in this Agreement are for ease of reference. The headings should not be construed as adding to or limiting the terms of this Agreement or the rights of the CITY or CONCESSIONAIRE.
42. INTERPRETATION OF AGREEMENT
    a. This Agreement has been mutually drafted and reviewed by legal counsel for both CITY and CONCESSIONAIRE. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be

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construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.

43. PREXISTING AGREEMENTS VOID

a. If CITY and CONCESSIONAIRE have entered into an agreement regarding any part of the Leased Premises prior to execution of this Agreement, the Parties agree that any such prior agreement shall be void and superseded by this Agreement upon the execution of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the CITY and CONCESSIONAIRE have hereunto set their hands and seals the day and year first written above.

ATTEST:

Emily Geisler
City Clerk

CITY OF IDAHO FALLS

Lisa M. Burtenshaw
Mayor

ENTERPRISE RENT A CAR
COMPANY OF UT, LLC

Michael V DiOrio

Mike Diorio
Vice President/General Manager

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On this 20 day of January, 2026 before me, the undersigned, a notary public, in and for said State, personally appeared Mike Diorio, whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same.

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

(SEAL) RACHEL NAY
Notary Public - State of Utah
Comm. No. 731886
My Commission Expires on
Jul 3, 2027

Notary Public of Idaho
Residing at: _____
My Commission Expires: 7/3/2027

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STATE OF IDAHO)

) ss:

County of _____)

On this ____ day of _____, 20__, before me, the undersigned, a notary public, in and for said State, personally appeared Lisa M. Burtenshaw known to me to be the Mayor of the City of Idaho Falls, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

(SEAL)

_____

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

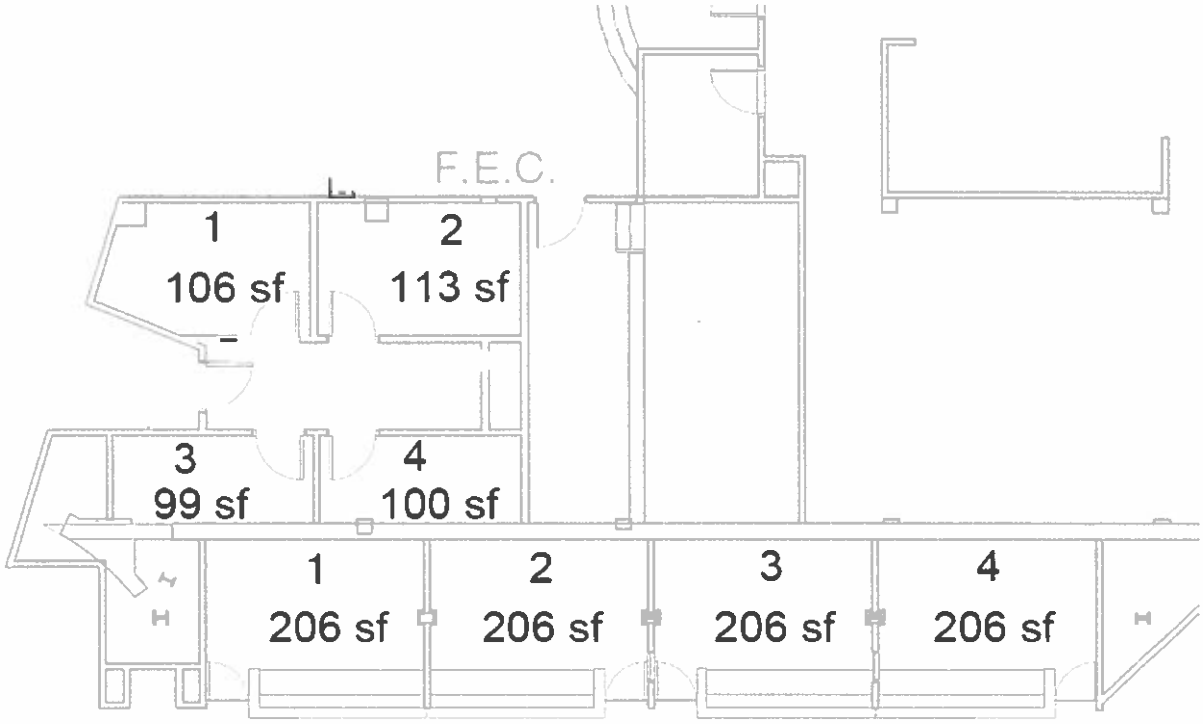
STATE OF IDAHO)

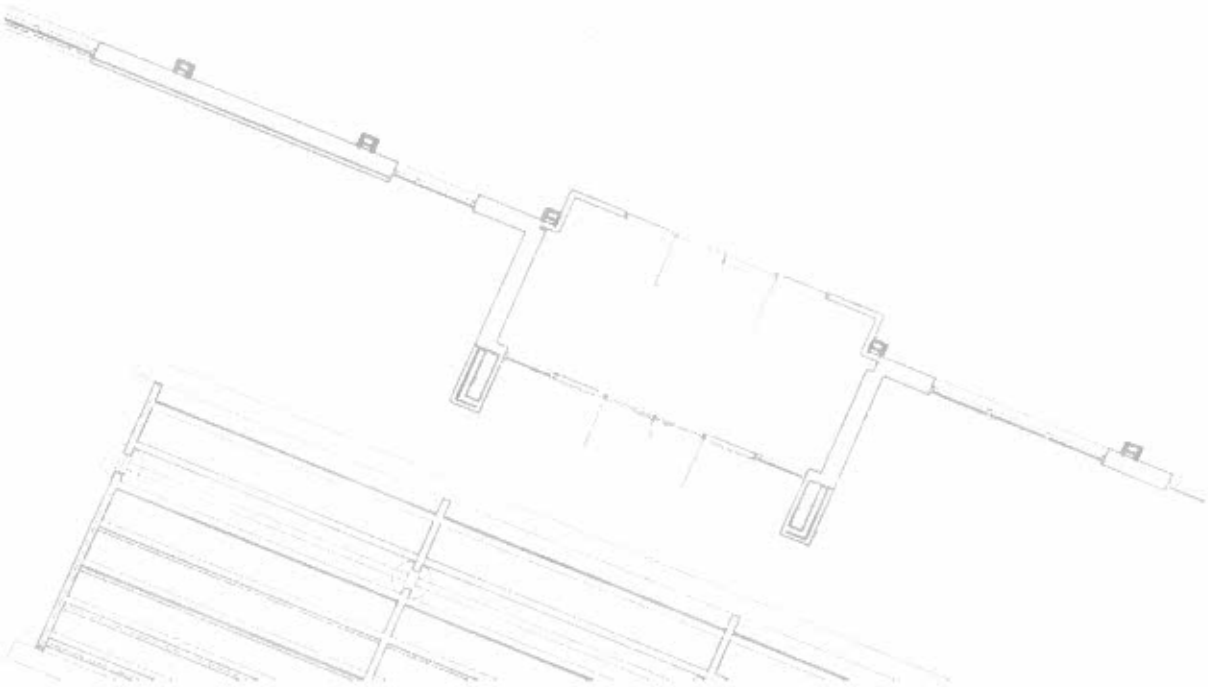
) ss:

County of _____)

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EXHIBIT A: TERMINAL BUILDING LEASED PREMISES





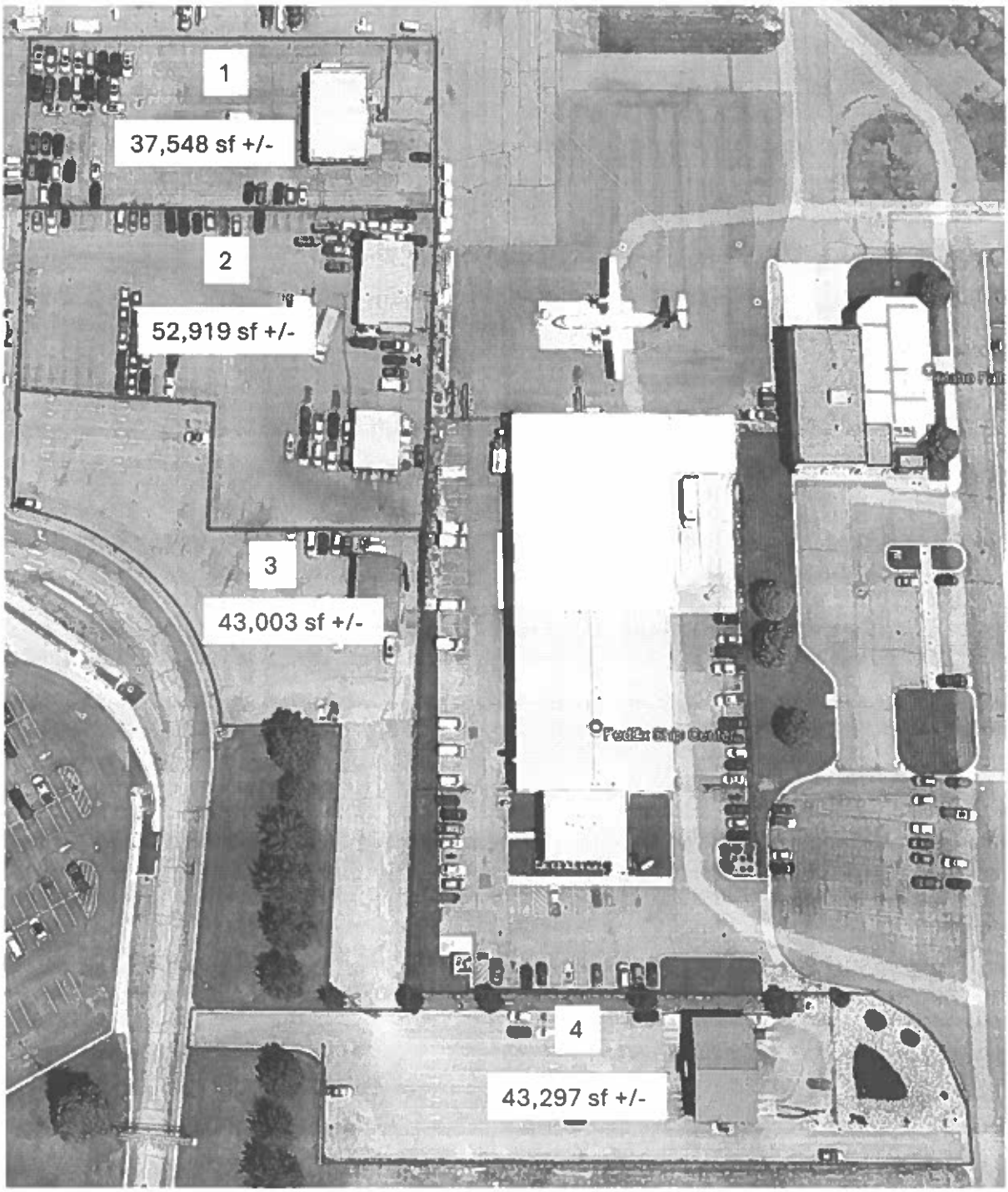
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EXHIBIT B: READY-RETURN STALL LEASED PREMISES



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EXHIBIT C: QTA FACILITY LEASED PREMISES



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EXHIBIT D: SKYLINE SHARED STORAGE LEASED PREMISES

NO LEASED PREMISES

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REQUIRED FEDERAL PROVISIONS

1. **Compliance with Nondiscrimination Provisions**. During the performance of this Agreement, CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "CONCESSIONAIRE") agrees as follows:
2. **Compliance with Regulations:** CONCESSIONAIRE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
3. **Non-discrimination:** CONCESSIONAIRE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. CONCESSIONAIRE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
4. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by CONCESSIONAIRE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by CONCESSIONAIRE of CONCESSIONAIRE's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
5. **Information and Reports:** CONCESSIONAIRE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of CONCESSIONAIRE is in the exclusive possession of another who fails or refuses to furnish the information, CONCESSIONAIRE will so certify to LESSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event of CONCESSIONAIRE's noncompliance with the Non-discrimination provisions of this contract, LESSOR

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will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to CONCESSIONAIRE under the Agreement until CONCESSIONAIRE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

7. **Incorporation of Provisions:** CONCESSIONAIRE will include the provisions of paragraphs one through six of this Exhibit E in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONCESSIONAIRE will take action with respect to any contract or procurement as LESSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONCESSIONAIRE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, CONCESSIONAIRE may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, CONCESSIONAIRE may request the United States to enter into the litigation to protect the interests of the United States.
8. **Real Property Acquired or Improved Under the Airport Improvement Program**. CONCESSIONAIRE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, CONCESSIONAIRE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
9. **Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**. CONCESSIONAIRE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color,

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or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that CONCESSIONAIRE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

10. **Title VI List of Pertinent Nondiscrimination Acts and Authorities**. During the performance of this Agreement, CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
    b. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
    c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
    d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
    e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
    f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
    g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
    h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

11. **General Civil Rights Provision**. In all its activities within the scope of its airport program, CONCESSIONAIRE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If CONCESSIONAIRE transfers its obligation to another, the transferee is obligated in the same manner as CONCESSIONAIRE. The above provision obligates CONCESSIONAIRE for the period during which the property is owned, used or possessed by CONCESSIONAIRE and the airport remains obligated to the Federal Aviation Administration.
12. **Right of Re-entry**. In the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
13. **Subcontracts**. CONCESSIONAIRE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which CONCESSIONAIRE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

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EXHIBIT F: ENVIRONMENTAL PROVISIONS

1. Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of CONCESSIONAIRE, CONCESSIONAIRE hereby expressly warrants, guarantees, and represents to CITY, upon which CITY expressly relies, that:
    a. CONCESSIONAIRE is knowledgeable regarding any and all Environmental Laws, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by CONCESSIONAIRE of its operations pursuant to or upon the Leased Premises. CONCESSIONAIRE agrees to keep informed of future changes in Environmental Laws relating to its operations on the Leased Premises.
    b. CONCESSIONAIRE agrees to comply with all Environmental Laws applicable to its operations on the Leased Premises, and accepts full responsibility and liability for such compliance.
    c. CONCESSIONAIRE shall, prior to commencement of any of CONCESSIONAIRE's operations pursuant to this Lease, secure any and all Environmental Permits, and properly make all necessary notifications, relating to its operations on the Leased Premises, and properly make all necessary notifications as may be required by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.
    d. CONCESSIONAIRE, and all CONCESSIONAIRE Parties, have been fully and properly trained in the handling and storage of all such Hazardous Materials and other pollutants and contaminants applicable to its operations and responsibilities on the Leased Premises; and such training complies with any and all Applicable Laws.
    e. CONCESSIONAIRE agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of those required to carry out its permitted uses at the Leased Premises and that all such Hazardous Materials will be stored, used and disposed of in accordance with applicable law.
    f. CONCESSIONAIRE shall provide City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
    g. CONCESSIONAIRE agrees to cooperate with any investigation, audit, or inquiry by City or any Governmental Authority regarding possible violation of any Environmental Law relating to its operations on the Leased Premises or at the Airport.

2. If CONCESSIONAIRE is deemed to be a generator of hazardous waste, as defined by applicable law, CONCESSIONAIRE shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws applicable to a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.
3. CONCESSIONAIRE shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials, whether stored, disposed of, or recycled, available at all times for inspection at any time on the Leased Premises by City officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Leased Premises, for implementation of proper storage, handling, and disposal procedures.
4. Notification of all activities relating to Hazardous Materials by CONCESSIONAIRE shall be provided on a timely basis to City or such other agencies as required by Applicable Law. CONCESSIONAIRE agrees that a twenty-four (24) hour emergency coordinator and phone number shall be furnished to City and to such applicable Governmental Authorities in case of any spill, leak, or other emergency situation involving Hazardous Materials. Designation of this emergency coordination may be required by Environmental Laws. CONCESSIONAIRE agrees to provide City copies of all permit application materials, permits, monitoring reports, environmental response plans, and regulated materials storage and disposal plans related to the Leased Premises.
5. If City receives a notice from any Governmental Authority asserting a violation by CONCESSIONAIRE of CONCESSIONAIRE's covenants and agreements contained herein, or if City otherwise has reasonable grounds upon which to believe that such a violation has occurred, City shall have the right, but not the obligation, to contract, at CONCESSIONAIRE's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Leased Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to City.
6. If CONCESSIONAIRE receives a Notice of Violation or similar enforcement action or notice of noncompliance, CONCESSIONAIRE shall provide a copy of same to City within twenty-four (24) hours of receipt by CONCESSIONAIRE or CONCESSIONAIRE's agent.
7. Within the last sixty (60) days of the Term or within sixty (60) days after earlier Lease termination, City shall have the right to have an environmental inspection performed to determine the status of any Hazardous Materials, including, but not limited to asbestos, PCBs, PFAS, and urea formaldehyde, and radon gas existing on the Leased

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Premises or whether any said substances have been generated, released, stored or deposited over, or then exist beneath or on the Leased Premises from any source. CONCESSIONAIRE hereby expressly agrees to indemnify and hold City and each City Party harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees, to the extent arising from or resulting out of, or in any way caused by, CONCESSIONAIRE's failure to comply with any and all applicable Environmental Laws. CONCESSIONAIRE understands that this indemnification is in addition to and is a supplement of CONCESSIONAIRE's indemnification set forth in other provisions of this Lease and CONCESSIONAIRE is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration and that City would not execute this Lease without this indemnity. This provision of the lease shall survive termination of the Lease. With regard to any contamination caused by CONCESSIONAIRE, or arising by reason of CONCESSIONAIRE's use or occupancy of the Leased Premises, including any use or occupancy that predates this Agreement, CONCESSIONAIRE shall immediately take such action as is necessary to clean up and remediate the Leased Premises at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that CONCESSIONAIRE shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by the City for properties at the Airport. If the City is unable to lease the Leased Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, CONCESSIONAIRE shall be responsible for payment of lost rent or lost use to the City. The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by the City, and such approval shall not be unreasonably withheld, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Idaho or the United States government and be acceptable to City. CONCESSIONAIRE understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Leased Premises to the extent caused by CONCESSIONAIRE or occurring by reason of CONCESSIONAIRE's use or occupancy of the Leased Premises, including any use or occupancy that predates this Agreement. Said liability shall extend beyond the term of the Lease until the Leased Premises are retested and determined to be free of contamination.

8. As used in this Exhibit, the capitalized terms have the following meanings:
    a. Environmental Laws shall mean and include all Federal, State of Idaho and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, super lien and environmental clean-up statutes, with implementing regulations and guidelines, including but not limited to the Idaho Environmental Protection and Health Act of 1972 ("IEPHA", Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code), and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.
    b. Environmental Permits means any and all permits, licenses, approvals, authorizations, consents, or registrations required by applicable Environmental Laws, whether federal, state, or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials.
    c. Governmental Authority means any Federal, State, county, municipal or other governmental entity (including the City in its governmental capacity), or any subdivision thereof, with authority over the Airport or aeronautical operations at or with respect to the Airport.
    d. Hazardous Materials means (1) any substance the presence of which requires or subsequently require notification, investigation or remediation under any Environmental Law; or (2) any substance that is or becomes defined as a

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"hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any Environmental Law, including, without limitation, CERCLA, RCRA, and the associated regulations; or (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; or (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or (5) any substance that contains polychlorinated biphenyls ("PCBs"), per- and polyfluoroalkyl substances (PFAS), asbestos or urea formaldehyde foam insulation; or (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

Memorandum

File #: 26-51 **City Council**

FROM: Ian Turner, Airport Director
DATE: Thursday, February 12, 2026
DEPARTMENT: Airport

Subject
Amendment #1 to the Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, operating as Enterprise Rent A Car

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve Amendment #1 to the Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, operating as Enterprise Rent A Car (or take other action deemed appropriate).

Description, Background Information & Purpose

Entering into a third non-exclusive rental car concession agreement with Enterprise Rent A Car Company of UT, LLC, but not adding additional rental car brands, created a mathematical challenge when calculating the ten-percent privilege fee required under the agreements. This amendment clarifies how the privilege fee and the minimum annual guarantee are to be calculated across the rental car brands operated by Enterprise Rent A Car Company of UT, LLC, at the Idaho Falls Regional Airport.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports the strong, stable, and healthy economic growth and vibrancy initiative and the reliable public infrastructure and transportation and mobility initiative through revenue generation that supports a financially self-sufficient airport and access to ground transportation options for the traveling public.

Interdepartmental Coordination

The Legal Department assisted with this item.

Fiscal Impact

There is no change in the amount of revenue generated by this agreement.

Legal Review

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

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AMENDMENT #1
NON-EXCLUSIVE
RENTAL CAR CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO THE NON-EXCLUSIVE RENTAL CAR CONCESSION AGREEMENT, made and entered into this 12th day of February, 2026, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho (hereafter "CITY"), acting through its operating department the Idaho Falls Regional Airport, and Enterprise Rent A Car Company of UT, LLC, operating as Enterprise Rent A Car (hereafter "CONCESSIONAIRE").

WHEREAS, CITY and CONCESSIONAIRE hereto previously executed a non-exclusive rental car concession agreement for operating the brand of Enterprise Rent A Car dated December 18, 2025; and

WHEREAS, CITY and CONCESSIONAIRE desire to enter a third non-exclusive rental car concession agreement for additional rental car counter, office, quick turnaround facility, and ready-return space; and

WHEREAS, said desire requires that conflicting provisions within each of the agreements be reconciled.

NOW, THEREFORE, CITY and CONCESSIONAIRE do hereby, in consideration of the mutual covenants, conditions, and obligations contained herein, agree to amend the Non-Exclusive Rental Car Concession Agreement as follows:

FIRST: Section 4. RENT AND FEES, paragraph e, shall be amended by replacing the existing wording with the following:

e. CONCESSIONAIRE shall pay to CITY as a Privilege Fee during each Contract Year of this Agreement, for the rights and privileges herein granted, a concession fee of ten percent (10%) of all Gross Revenue, as defined within this Agreement. Said Privilege fee shall be calculated based upon the revenue generated under all agreements between the CITY and CONCESSIONAIRE which includes this Agreement, as amended; the agreement entered into on December 18, 2025, as amended; and the agreement between the CITY and CONCESSIONAIRE entered into on February 12, 2026. On, or before, the 15th day of the second month of the original effective date of this Agreement and the 15th day of each month thereafter, said Privilege fee shall be remitted to CITY. In no case shall the total annual Privilege Fee for each Contract Year be less than the Minimum Annual Guarantee. The sum of the Minimum Annual Guarantee shall equal two hundred thousand dollars and no cents ($200,000.00) for this Agreement

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and, combined with the other two agreements referenced within this paragraph, will come to a total of six hundred thousand dollars and no cents ($600,000.00) for the Contract Year of February 1, 2026, to January 31, 2027. In the second and third Contract Years of this Agreement, the total MAG shall be calculated as eighty-five percent (85%) of the total Privilege Fee or MAG across all three agreements, whichever is higher, for the immediately preceding Contract Year, and the MAG for this Agreement shall be one-third (1/3) of the total MAG.

SECOND: Section 4. RENT AND FEES, paragraph e, subsection I, shall be amended by replacing the existing wording with the following:

i. If, in any given Contract Year, the total annual Privilege Fee remitted by CONCESSIONAIRE is less than the total MAG across all three agreements, CONCESSIONAIRE shall cause to be made a payment of the difference between the total MAG and the total Privilege Fee. Such sum shall be remitted to CITY by March 1 following the conclusion of the given Contract Year.

THIRD: Section 6. STATEMENTS, BOOKS AND RECORDS shall have added to it a new paragraph e. that reads as:

e. Should CONCESSIONAIRE hold multiple agreements for rental car concessions with CITY, all reports may be submitted in aggregate form so long as such report is capable of meeting the requirements of all agreements.

FOURTH: That all other terms and conditions of the Non-Exclusive Rental Car Concession Agreement remain in force and effect, unchanged and as written.

IN WITNESS WHEREOF, the CITY and CONCESSIONAIRE hereto have caused this Amendment #1 to be executed by their duly authorized officers the day and year first written above.

ATTEST:

_____

Emily Geisler, City Clerk

CITY:

_____

Lisa M. Burtenshaw, Mayor

CONCESSIONAIRE:

Michael V DiOrio

_____

Mike Diorio, Vice President/General Manager

Memorandum

File #: 26-52 **City Council**

FROM: Ian Turner, Airport Director
DATE: Thursday, February 12, 2026
DEPARTMENT: Airport

Subject
Amendment #1 to the Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, operating as Alamo Rent A Car and National Car Rental

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve Amendment #1 to the Non-Exclusive Rental Car Concession Agreement with Enterprise Rent A Car Company of UT, LLC, operating as Alamo Rent A Car and National Car Rental (or take other action deemed appropriate).

Description, Background Information & Purpose

Entering into a third non-exclusive rental car concession agreement with Enterprise Rent A Car Company of UT, LLC, but not adding additional rental car brands, created a mathematical challenge when calculating the ten-percent privilege fee required under the agreements. This amendment clarifies how the privilege fee and the minimum annual guarantee are to be calculated across the rental car brands operated by Enterprise Rent A Car Company of UT, LLC, at the Idaho Falls Regional Airport.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports the strong, stable, and healthy economic growth and vibrancy initiative and the reliable public infrastructure and transportation and mobility initiative through revenue generation that supports a financially self-sufficient airport and access to ground transportation options for the traveling public.

Interdepartmental Coordination

The Legal Department assisted with this item.

Fiscal Impact

There is no change in the amount of revenue generated by this agreement.

Legal Review

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

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RENTAL CAR CONCESSION AGREEMENT

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two hundred thousand dollars and no cents ($200,000.00) for this Agreement and, combined with the other two agreements referenced within this paragraph, will come to a total of six hundred thousand dollars and no cents ($600,000.00) for the Contract Year of February 1, 2026, to January 31, 2027. In the second and third Contract Years of this Agreement, the total MAG shall be calculated as eighty-five percent (85%) of the total Privilege Fee or MAG across all three agreements, whichever is higher, for the immediately preceding Contract Year, and the MAG for this Agreement shall be one-third (1/3) of the total MAG.

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IN WITNESS WHEREOF, the CITY and CONCESSIONAIRE hereto have caused this Amendment #1 to be executed by their duly authorized officers the day and year first written above.

ATTEST:

_____

Emily Geisler, City Clerk

CITY:

_____

Lisa M. Burtenshaw, Mayor

CONCESSIONAIRE:

Michael V DiOrio

_____

Mike Diorio, Vice President/General Manager

Memorandum

File #: 26-05 **City Council**

FROM: Emily Geisler
DATE: Monday, January 26, 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 January 20 and 22, 2026

Description, Background Information & Purpose

Attached are the following minutes:

- January 20, 2026, City Council Work Session
- January 22, 2026, City Council Meeting

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

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City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Tuesday, January 20, 2026 | **3:00 PM** | **City Council Chambers**

Call to Order and Roll Call

Present:
Mayor Lisa Burtenshaw
Council President Jim Francis
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Kirk Larsen
Councilor John Radford

Absent:
Councilor Brandon Lee

Also present:
Darin Jones, Human Resources Director
Jon Knowles, Public Works
Pam Alexander, Municipal Services Director
Wade Sanner, CDS Director
Chris Fredericksen, PW Director
Chris Canfield, Assistant PW Director
TJ Nottestad, Committee member
Zack Jones, City Attorney
Emily Geisler, City Clerk

Mayor Burtenshaw called the meeting to order at 3:03 p.m. with the following items:

Human Resources, City Attorney – Discussion: First Reading – Policy 410 & 440 Changes (Director Darin Jones)

- Sick Leave Conversion Policy:
  - Clarifies that employees must still be employed at the time of the November payout to receive a sick leave conversion, even if they elected to convert leave in April.
  - Addresses prior ambiguity for employees who separate between April and November.
  - Proposes increasing the maximum sick leave conversion payout from $2,500 to $3,000 to better reflect rising wages.
  - Benefits employees by allowing higher conversion value and benefits the City by gradually reducing large sick leave balances instead of paying them out at separation.
- Shared Leave Policy:
  - Adds clear definitions (based on IRS guidance) to establish eligibility for shared leave.
  - Clarifies that the 240-hour limit applies on a calendar-year basis.
  - Confirms shared leave operates through a central bank funded by employee donations (vacation leave only).
  - Donations can be made at any time and remain in the bank; HR typically solicits donations only when approved requests exceed available hours.
  - Clarifies how hours are allocated when multiple employees request shared leave at the same time and the bank does not have enough hours.
  - Confirms shared leave is transferred hour-for-hour, regardless of differences in employee pay rates.
- Library Holiday Language:
  - Council raised questions about language referencing Saturdays/Sundays and library holiday schedules.

  - HR acknowledged the language may be outdated or unclear and committed to follow up with library leadership to confirm current practice and make corrections if needed.
- Safety and Workers' Compensation Policy:
  - Updates clarify application of the waiting period, use of leave for medical appointments, how FMLA runs concurrently with workers' compensation, and transitions after 50 calendar days.
  - Changes are intended solely to reduce confusion, not to alter how the policy is applied in practice.
  - Minor grammar and formatting issues were noted and will be corrected.
- Next Steps:
  - Policies will be distributed to all employees for a 30-day comment period.
  - HR will incorporate appropriate feedback and correct grammar or flow issues.
  - Policies will return to City Council for approval after the comment period; substantive changes would come back to a work session if needed.

<u>Public Works – Discussion: Project Development – Elm Street (Director Fredericksen, Chris Canfield, Jon Knowles)</u>

- Project timeline:
  - Federal-aid project with a long lead time (initiated ~10 years ago).
  - Design underway; completion expected summer 2026.
  - Construction anticipated summer 2027.
- Project scope and goals:
  - Reconstruct pavement and correct steep roadway crown.
  - Improve ADA accessibility.
  - Add pedestrian safety features such as bulb-outs to reduce crossing distances.
  - Enhance the overall pedestrian experience.
- Public outreach:
  - A "Story Map" website will explain the project, show maps and design concepts, outline the schedule, and collect public feedback via a short survey.
  - Mailers with QR codes will direct residents to the site.
  - Public comment period proposed through mid-February.
- Stakeholder coordination:
  - Meetings held with the school district (Alturas School) and the Museum of Idaho.
  - School concerns focused on construction timing (preferably summer) and pedestrian safety.
  - Museum concerns included sight distance and signage.
- Speed limit and school zone discussion:
  - Elm Street currently posted at 25 mph.
  - A speed study showed an 85th percentile speed of ~30 mph.
  - Staff recommended increasing the posted speed to 30 mph and adding a flashing school zone near Alturas School during pickup/drop-off times.
  - Council agreed this proposal should be included in the public outreach, as it is likely to generate the most feedback.

South Boulevard & Birch Street Roundabout

- Project description:
  - Proposed single-lane roundabout, similar to the existing Elm & South Boulevard roundabout.
  - Intended to improve traffic flow, reduce conflicts, and align with the broader Boulevard corridor.
- Funding and timing:
  - Locally funded through the CIP.
  - Targeted for construction summer 2026, likely after July 4.
  - Scheduled ahead of Elm Street construction to avoid overlapping disruptions.

- Key considerations and concerns:
    - Changes in traffic patterns, including restricted left turns and some right-turn-only movements.
    - Potential loss or relocation of on-street parking on Birch Street and nearby areas.
    - Access impacts to adjacent businesses and residences.
    - Design includes a mountable center apron to accommodate trucks, emergency vehicles, and parade traffic.
- Public engagement:
    - Staff recommended a neighborhood public meeting near the project area.
    - Council emphasized the importance of addressing parking impacts and clearly explaining access changes and detours.
    - Staff noted the design is advanced but still flexible enough to incorporate feedback.

Council Direction and Next Steps

- Proceed with public outreach on both projects, including the Elm Street speed/school zone proposal.
- Launch the Elm Street Story Map and mailers promptly.
- Schedule a public meeting for the South Boulevard & Birch roundabout.
- Continue coordination with schools, nearby businesses, and property owners to address access, parking, and safety concerns before finalizing designs.

<u>Municipal Services, City Attorney, Mayor's Office, Community Development Services – Discussion: Impact Fee Study Update (Director Alexander, TJ Nottestad, Director Sanner)</u>

- For reviewing proposed impact fee updates, discussing policy direction, and identifying remaining information needed before the Impact Fee Advisory Committee (IFAC) makes a recommendation. The discussion emphasized clarity, defensibility, and ensuring growth pays for growth.
- Timeline and process:
    - Public hearings held November 5 (Planning Commission) and December 11 (City Council).
    - IFAC meeting delayed from January 5 to January 13 due to lack of quorum.
    - Next IFAC meeting scheduled for February 10, with the expectation that a recommendation will come back from that meeting.
    - Potential Planning Commission hearing in early March if capital plan changes are significant, followed by a City Council public hearing in April and possible adoption by late May.
- Development activity and trends:
    - Staff reported approximately 800+ single-family permits issued in the most recent annual data set, prompting discussion about whether multifamily growth may be slowing or plateauing.
    - The data referenced is a permit count, not valuation or square footage, and aligns with a longer-term trend suggesting growth may level off over a five-year horizon.
    - If multifamily growth has in fact slowed, members noted this would be a significant policy consideration and warrants close review.
- Quarterly reporting and transparency:
    - Impact fees are reported quarterly, with improved data quality since implementation of the new permitting system in April 2024.
    - Reports now include permit activity, unpaid or "in-process" development, cash balances, and a list of projects funded by impact fees.
    - Council expressed concern that the term "unpaid permits" could be misleading and supported renaming it to better reflect development in progress.
- Square footage vs. per-door methodology:

  - Extensive discussion focused on whether residential impact fees should be assessed by square footage or per dwelling unit ("per door").
  - Square-footage-based fees were criticized for introducing complexity, assumptions about household size, definitional disputes (finished vs. unfinished space), and increased administrative burden for staff and builders.
  - Data showing roughly 86% of basements are eventually finished undermined the assumption that excluding unfinished space meaningfully improves affordability.
  - Several participants stated their thinking had shifted back toward a per-door approach due to its simplicity, clarity, and defensibility.
- Equity, assumptions, and unintended consequences:
  - Participants acknowledged that both methods involve assumptions, but per-door fees avoid speculative projections about future household size or use of space.
  - Concerns were raised that overly complex fee structures can discourage smaller footprints, walkable neighborhoods, and mixed-use development, reinforcing sprawl and single-use zoning patterns.
  - The group emphasized that impact fee policy decisions can have long-term land-use and affordability consequences beyond their immediate fiscal effects.
- Developer vs. homeowner understanding:
  - Consensus emerged that builders and developers—not homebuyers—are the primary audience for understanding impact fee calculations.
  - While builders can learn either system, repeated application of square-footage rules and evolving definitions increases friction compared to a straightforward per-door model.
- One-time fee principle:
  - Broad agreement that impact fees should be one-time charges per dwelling, not triggered again by later events such as finishing basements.
  - Accessory Dwelling Units (ADUs) were generally viewed as separate structures that could appropriately trigger additional fees, subject to Council policy decisions.
- Percent-of-cost policy (75% vs. 100%):
  - Council questioned why some categories collect only 75% of maximum supportable fees while others collect 100%, noting the original intent was phased implementation.
  - Interest was expressed in evaluating:
    - Incremental increases over time (e.g., 5% per update cycle)
    - A uniform percentage across all categories
    - Modeling based on total dollar needs rather than fixed percentages
  - Concerns were raised that current policy results in growth being partially subsidized by the general fund.
- Public safety and transportation funding:
  - Some members questioned why transportation is funded at 100% while police and fire remain at 75%, given public safety priorities.
  - Staff explained that impact fee limitations, capital vs. labor costs, and asset lifespan requirements constrain how police and fire can use impact fee revenues, whereas roads have large, eligible capital needs.
- Data requests and next steps:
  IFAC and Council requested additional information before final recommendations, including:
  - Historical comparisons of projected vs. actual impact fee collections
  - Modeling showing what prior-year permit activity would have generated under different fee structures

  - Clear identification of target funding levels tied to level-of-service impacts
  - Confirmation of development trends, particularly single-family vs. multifamily activity
- Council emphasized the importance of receiving a clear recommendation from IFAC at its next meeting, supported by the requested data. There was visible momentum toward a per-door impact fee approach, reaffirmation of the one-time fee principle, and continued interest in refining percentage policies to better align with the City's long-term infrastructure and service needs.

Municipal Services, Public Works – Discussion: Auction of City Property (Director Alexander, Director Fredericksen)

Background: The City owns a gravel lot at 610 Water Avenue, purchased in 1974 for $7,000 along with the former Serenity Hall property. The lot was intended to serve as an overflow parking area for Serenity Hall, which previously hosted community and support programs.

- Current conditions and use:
  - The parcel remains a gravel parking lot and is informally used for parking, with signage still indicating Serenity Hall parking.
  - The City performs minimal maintenance, costing less than $2,000 annually.
  - There is water service available, but no direct sewer connection; sewer exists in nearby streets and would require connection at the buyer's expense.
  - The lot does not have alley access.
- Planning context:
  - The City previously considered acquiring nearby parcels to realign Birch Street with Fifth Street, but that concept was abandoned after the roundabout project moved forward.
  - With no future City use identified and increasing infill development in the area, staff determined the parcel is no longer needed for municipal purposes.
- Zoning and buildability:
  - Community Development review confirmed the lot is a legal, separate parcel and likely buildable.
  - It exceeds the minimum 3,000 sq. ft. lot size in the Traditional Neighborhood zone.
  - Staff concluded the highest and best use is private development rather than continued use as a parking lot.
- Appraisal and value:
  - A November appraisal by Brett Burton valued the property's highest and best use between $53,500 and $70,000, based on comparable sales.
  - Due to site limitations (notably sewer access and lack of alley), staff believe a value near the lower end of the range is more realistic.
- Proposed action:
  - Staff are requesting Council authorization to proceed with a public hearing to declare the property surplus and make it available for sale.
  - Following the hearing, the City would conduct a public auction, as required by law.
  - A recommended minimum bid of approximately $53,000 is proposed.
- Additional considerations:
  - Historical aerial photos show a residence existed on the lot prior to City acquisition, supporting its buildable status.
  - Sale and redevelopment would return the property to the tax rolls, creating a long-term tax benefit for the City.
- Council response:
  - Council expressed general support for moving forward with a public hearing and auction process.

- No major objections were raised, and staff were encouraged to proceed with required notifications and scheduling.

Mayor and Council: Calendars, Announcements, Events, Reports, Updates, Concerns, Questions, Discussion, Proclamations, Notes/Minutes from Boards and Commissions:

1. Liaison System, Work Sessions, and Decision-Making Processes:
   - Council discussed the limitations and risks of the liaison system, particularly the potential for "groupthink" if decisions are effectively advanced by too few people without full Council input.
   - Members emphasized the importance of public transparency and ensuring that legal requirements are met, while still allowing effective interdepartmental coordination and communication.
   - Past practices, such as the committee system, required multiple votes to get items on the agenda, providing some checks on control. The liaison system centralizes agenda control with fewer members, prompting discussion on how to maintain balance.
   - Work sessions are seen as essential for meaningful discussion before Thursday night votes, especially for complex items like zoning, budget items, impact fees, or PUDs (Planned Unit Developments). Council agreed to identify topics that require pre-meeting discussion to avoid last-minute surprises.
   - Members explored ways to receive input from the public legally, including attending public events, farmer's markets, or setting agenda items for work sessions, while avoiding serial meetings or violating open meetings laws.
2. Department Updates and Operational Issues:
   - Police Department:
     - Increased enforcement observed, including traffic stops, DUI patrols, and visibility downtown. Anecdotal reports indicate residents are responding to the increased enforcement.
     - Crime statistics show modest changes: violent crime down slightly, property crimes down, and clearance rates improving, partly due to increased online reporting.
   - Parks and Recreation:
     - The sled hill is closed due to contractor exit, not snow conditions; equipment has been removed.
     - Draft time-allocation policy for facilities is under review, with input sought from the hockey community. Council will later decide whether to formalize it.
     - Discussion included Heritage Park planning and neighborhood responses.
   - Alcohol Policy and Multi-Department Coordination:
     - Staff are reviewing alcohol regulations to address inconsistencies (e.g., public vs. private events).
     - Coordination involves Legal, Police, Fire, Community Development, and the City Clerk. Council members are asked to direct input to Legal.
     - The Chief of Staff will act as the central coordinator for interdepartmental issues to streamline operations and reduce reliance on individual Council members.

     *An aside from Mayor Burtenshaw: Role of the Chief of Staff (COS Wimborne)

     - Positioned as the central interdepartmental coordinator in the Mayor's Office whose responsibilities include:
       - Ensuring coordination among departments.
       - Organizing meetings, tracking topics, and maintaining a central calendar for interdepartmental discussions.
       - Acting as a liaison so council members do not need to meet individually with multiple departments to gather information.
       - Overseeing multi-departmental issues such as procurement, alcohol policy, and operational coordination.

- Public Works Updates:
  - An unusual development agreement related to sewer and water extensions will appear on the agenda from Public Works, rather than CDS.
  - Retirement of Carl Utter scheduled for January 22 at the wastewater plant.
  - Multiple pathway and trail projects in progress (Tautphaus Park, Idaho Canal Trail, Sand Creek Pathway), some tied to long-term planning.
  - Traffic considerations include potential signalization for roundabouts, with single-lane roundabouts preferred for public comprehension.
- ERP System Rollout:
  - The June ERP launch is a top City priority.
  - Smooth implementation is critical for payroll, asset management, auditing, and overall City operations. Council and staff are cautioned not to add conflicting priorities that could disrupt rollout.
- Utility Board Schedule Change:
  - The meeting time has changed to 8:00–11:00 a.m., once monthly, on the Wednesday of the first Council week.

Mayor and Council: Acceptance or Receipt of Minutes

Motion: Receive recommendation(s) from the January 6, 2026, meeting of the Planning and Zoning Commission pursuant to the Local Land Use Planning Act.

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

Executive Session: *The Council will not reconvene after the executive session*.

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

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

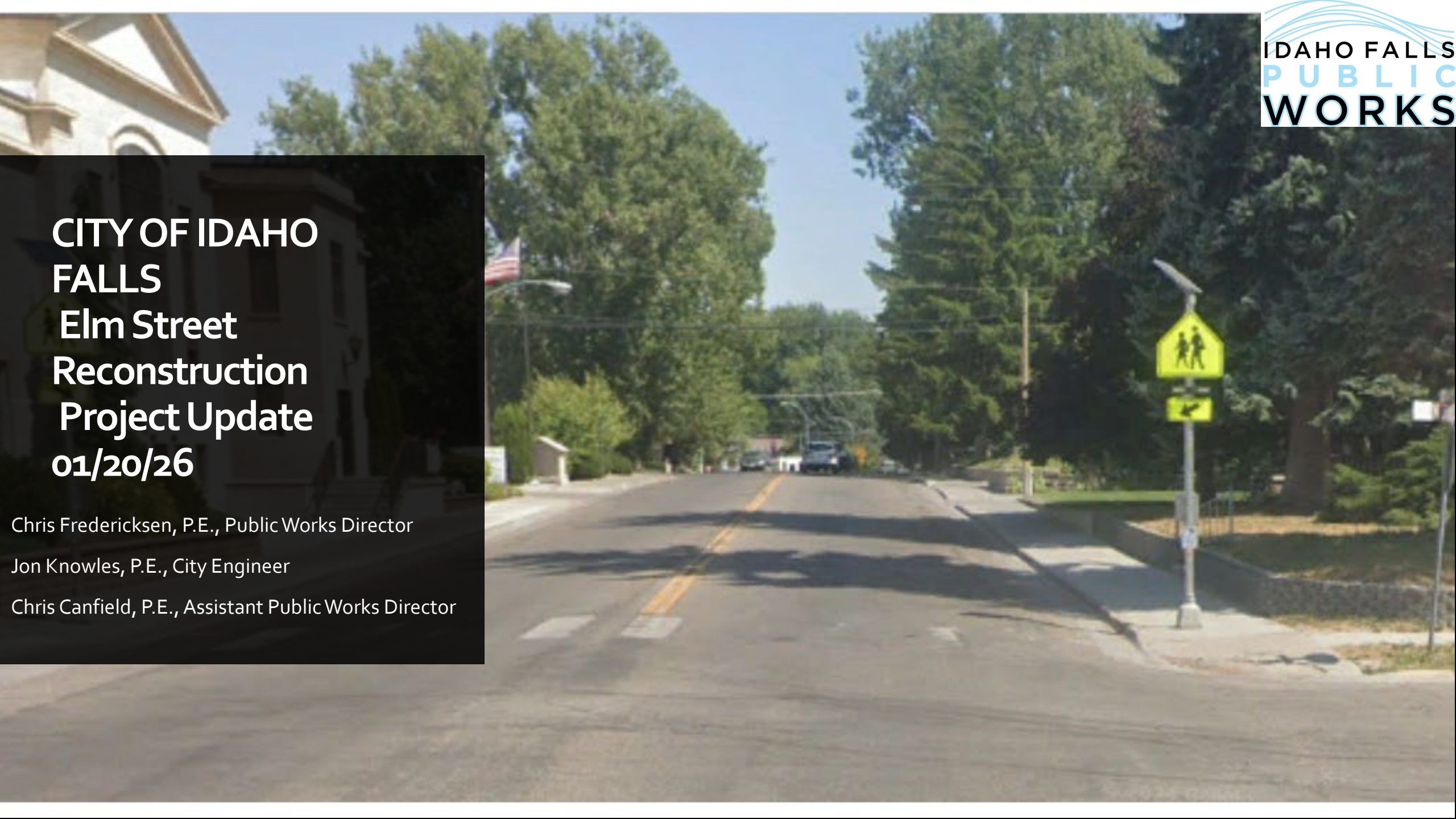
Litigation Topic 1
There were present: Mayor Burtenshaw, Council President Francis, Councilor Dingman, Councilor Freeman, Councilor Larsen, Councilor Radford, Zachary Jones, Chris Fredericksen and Margaret Wimborne.
Start: 5:54 PM
End: 6:09 PM

Litigation Topic 2
There were present: Mayor Burtenshaw, Council President Francis, Councilor Dingman, Councilor Freeman, Councilor Larsen, Councilor Radford, Zachary Jones and Margaret Wimborne.
Start: 6:09 PM
End: 6:17 PM

There being no further business, the regular meeting adjourned at 5:48 PM

/s/ Emily Geisler
Emily Geisler, City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor



CITY OF IDAHO FALLS Elm Street Reconstruction Project Update 01/20/26

Chris Fredericksen, P.E., Public Works Director

Jon Knowles, P.E., City Engineer

Chris Canfield, P.E., Assistant Public Works Director

IDAHO FALLS PUBLIC WORKS

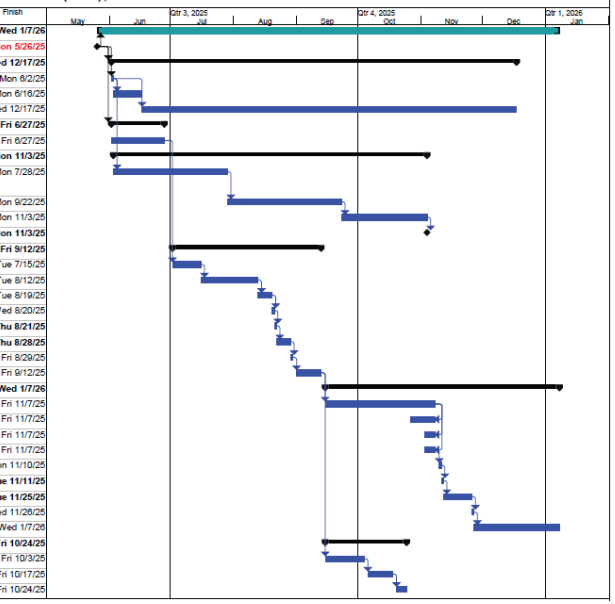
Project Schedule

- State Local Agreement with ITD completed in April 2024
- Design Agreement completed in June 2025
- Projected Design Completion Summer 2026
- Construction – Summer 2027

ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS - SCHEDULE

PROJECT NO. A023(023), KEY NO. 23023

ID	Task Name	Duration	Start	Finish
1	**Elm St, Yellowstone to South Blvd**	**163 days**	**Mon 5/26/25**	**Wed 1/7/26**
2	**NOTICE TO PROCEED (Assumed)**	**0 days**	**Mon 5/26/25**	**Mon 5/26/25**
3	**TASK 1 PROJECT COORDINATION**	**143 days**	**Mon 6/2/25**	**Wed 12/17/25**
4	Attend Kick Off Meeting (ALL TEAM MEMBERS)	1 day	Mon 6/2/25	Mon 6/2/25
5	Utility Coordination / Letters	10 days	Tue 6/3/25	Mon 6/16/25
6	Project Management	132 days	Tue 6/17/25	Wed 12/17/25
7	**TASK 2 FIELD SURVEYS (Badger Mapping & Land Surveying)**	**20 days**	**Mon 6/2/25**	**Fri 6/27/25**
8	Field Surveys	20 days	Mon 6/2/25	Fri 6/27/25
9	**TASK 3 ENVIRONMENTAL EVALUATION (LHTAC)**	**110 days**	**Tue 6/3/25**	**Mon 11/3/25**
10	Prepare Environmental Documents (Biological, Cultural Resources, Wetland and other Technical Reports)	40 days	Tue 6/3/25	Mon 7/28/25
11	*AGENCY REVIEW PERIOD*	40 days	Tue 7/29/25	Mon 9/22/25
12	Address Review Comments	30 days	Tue 9/23/25	Mon 11/3/25
13	**ENVIRONMENTAL APPROVAL**	**0 days**	**Mon 11/3/25**	**Mon 11/3/25**
14	**TASK 4 PRELIMINARY DESIGN**	**53 days**	**Wed 7/2/25**	**Fri 9/12/25**
15	Prepare Base Mapping	10 days	Wed 7/2/25	Tue 7/15/25
16	Preliminary Roadway Design	20 days	Wed 7/16/25	Tue 8/12/25
17	Prepare Preliminary Engineers Estimate	5 days	Wed 8/13/25	Tue 8/19/25
18	Prepare Preliminary Design Review Submittal	1 day	Wed 8/20/25	Wed 8/20/25
19	**PRELIMINARY DESIGN REVIEW SUBMITTAL**	**1 day**	**Thu 8/21/25**	**Thu 8/21/25**
20	*AGENCY REVIEW PERIOD*	**5 days**	**Fri 8/22/25**	**Thu 8/28/25**
21	Preliminary Design Review Meeting	1 day	Fri 8/29/25	Fri 8/29/25
22	Address Review Comments	10 days	Mon 9/1/25	Fri 9/12/25
23	**TASK 5 FINAL DESIGN**	**83 days**	**Mon 9/15/25**	**Wed 1/7/26**
24	Prepare Final Plan Sheets	40 days	Mon 9/15/25	Fri 11/7/25
25	Prepare Special Provisions	10 days	Mon 10/27/25	Fri 11/7/25
26	Prepare Construction Cost Estimate	5 days	Mon 11/3/25	Fri 11/7/25
27	Prepare Contract Time	5 days	Mon 11/3/25	Fri 11/7/25
28	Prepare Final Design Review Submittal	1 day	Mon 11/10/25	Mon 11/10/25
29	**FINAL DESIGN SUBMITTAL**	**1 day**	**Tue 11/11/25**	**Tue 11/11/25**
30	*AGENCY REVIEW PERIOD*	**10 days**	**Wed 11/12/25**	**Tue 11/25/25**
31	Final Design Review Meeting	1 day	Wed 11/26/25	Wed 11/26/25
32	PS&E Submittal	30 days	Thu 11/27/25	Wed 1/7/26
33	**TASK 6 PUBLIC INVOLVEMENT**	**30 days**	**Mon 9/15/25**	**Fri 10/24/25**
34	Prepare Meeting Notice and Mailers	15 days	Mon 9/15/25	Fri 10/3/25
35	Prepare StoryMap for Online PIM	10 days	Mon 10/6/25	Fri 10/17/25
36	Prepare Public Meeting Summary	5 days	Mon 10/20/25	Fri 10/24/25



Elm Street Project Update

IDAHO FALLS PUBLIC WORKS

- Design Elements
  - Public Involvement Outreach Effort
    - Public Involvement Plan for this Project
      - POP Level 2
    - Projected mailer/website outreach
      - https://storymaps.arcgis.com/stories/20bb5b5deb504a0b9798feba021b3878
    - Held Stakeholder Meetings with the School (Construction Coordination) and the Museum of Idaho (Sign Sight distance)
    - Speed Limit Evaluation (Request for a School Zone)

Elm Street Speed Study

IDAHO FALLS PUBLIC WORKS

- Study conducted
  - Tuesday, December 9 - Tuesday, December 16, 2025
- 85th percentile speed was 30 mph
- Recommendations
  - Increase posted speed from 25 to 30 mph
  - Implement a reduced speed school zone (20 mph)



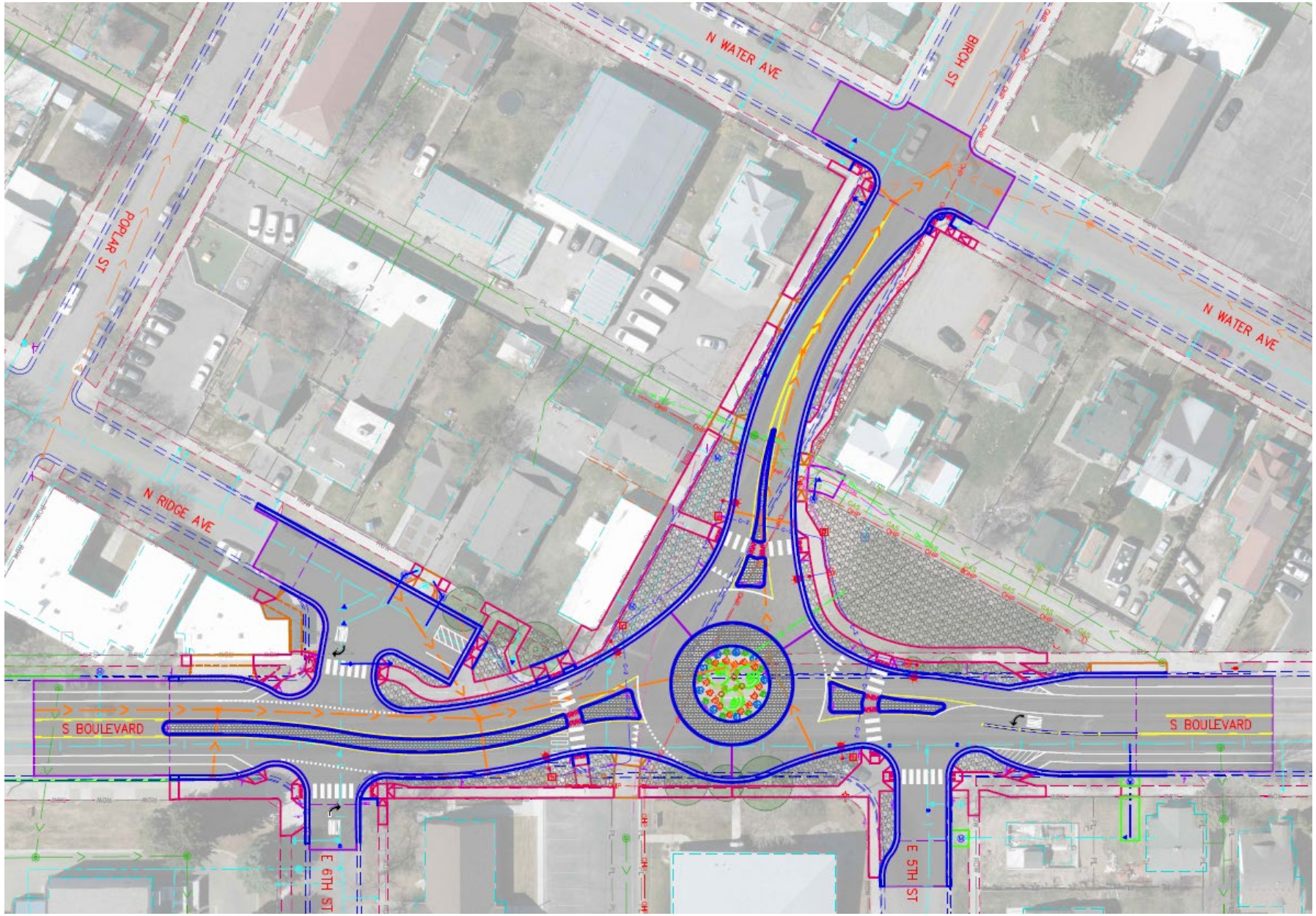


Traffic Control for School Zones in the Bonneville Metropolitan Planning Area

Elm Street Project Update

IDAHO FALLS PUBLIC WORKS

- Upcoming Actions
  - Provide recommended Public Outreach
  - Continue with the Design Process
  - Coordinate with the Museum of Idaho to Address Sight Distance Concerns expressed/evaluated
  - Execute State Local Construction Agreement
  - Coordinate with Adjacent Property Owners during Construction



Birch / S Blvd Roundabout

- New single lane roundabout
- Similar design as roundabout at Elm / S Blvd
- Reduces street parking on Birch
- Outreach to include a public meeting

Development Impact Fee Capital Improvement Plan, Impact Fee Study Update, and Amendments to City Code Update

Tuesday, January 21, 2026

IDAHO FALLS

Impact Fee Study Update Timeline

- December 11, 2025 - Public Hearing
- January 5, 2026 - Impact Fee Advisory Committee Meeting (no quorum)
- January 13, 2026 - Impact Fee Advisory Committee Meeting
- February 10, 2026 - Impact Fee Advisory Committee Meeting (scheduled)
- February 23, 2026 - Council Work Session (committee recommendations)
- March 3, 2026 - Planning Commission (if significant changes to capital plans)
- April 2, 2026 - Public Hearing
- By the end of May (adoption)

IDAHO FALLS

Impact Fee Study Update Comparison Table By Land Use

Impact Fee Comparison Table By Land Use

Residential

Category	Impact Fee: 75% Fire, Police, Parks; 100% Transportation **(Current)**	Maximum Supportable **(100% all fees)**	Difference between Impact Fee **(Current and 100% all fees)**	Maximum Supportable **(2025 Study)**	Difference between Impact Fee **100% all fees (2025 & 2021)**	Square Footage	Per Housing Unit By Square Footage Maximum Supportable (100% all Fees)	Difference between Impact Fee **(current** 75% and **square footage**	Difference between Impact Fee **(2021 100%** and **square footage)**	Difference between Impact Fee **(2025 100%** and **square footage)**
Single-Family	$ 5,273.50	$ 6,027.00	$ (753.50)	$ 5,822.00			-		$ 6,027.00	$ 5,822.00
Multi-Family	2,943.25	3,479.00	$ (535.75)	$ 3,219.00			-		3,479.00	$ 3,219.00
	$ 2,943.25	$ 3,479.00	$ (535.75)	$ 3,219.00	(260.00)	Under 1,000	$ 2,177.00	$ (766.25)	$ (1,302.00)	$ (1,042.00)
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	1,000 to 1,499	3,209.00	$ (2,064.50)	$ (2,818.00)	$ (2,613.00)
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	1,500 to 1,999	4,278.00	$ (995.50)	$ (1,749.00)	$ (1,544.00)
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	2,000 to 2,499	5,064.00	$ (209.50)	$ (963.00)	$ (758.00)
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	2,500 to 2,999	5,699.00	$ 425.50	$ (328.00)	$ (123.00)
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	3,000 to 3,499	6,230.00	$ 956.50	$ 203.00	$ 408.00
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	3,500 to 3,999	6,676.00	$ 1,402.50	$ 649.00	$ 854.00
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	4,000 to 4,499	7,073.00	$ 1,799.50	$ 1,046.00	$ 1,251.00
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	4,500 to 4,999	7,425.00	$ 2,151.50	$ 1,398.00	$ 1,603.00
	5,273.50	6,027.00	$ (753.50)	5,822.00	(205.00)	5,000 or more	7,731.00	$ 2,457.50	$ 1,704.00	$ 1,909.00

Non-Residential

	Impact Fee (Current) 75% Fire, Police; 100% Transportation	Maximum Supportable (Current)	Per 1,000 Square Footage (100% All Fees)
Retail	$ 5,548.00	$ 6,119.00	$ 4,930.00
Office	1,961.25	2,135.00	2,445.00
Industrial	997.00	1,085.00	1,106.00
Institutional	3,347.50	3,935.00	4,316.00

Source Documentation: Page 13, Capital Improvement Plans and Development Impact Fee Study 10-7-25 and Current Impact Fee Schedule.

IDAHO FALLS

Impact Fee Reporting

- Impact Fee Reporting Dates
  - March 20, 2025
  - July 31, 2025
  - October 23, 2025
  - January 22, 2026

- Quarterly Summary Report
- 2025 Calendar Summary Report
- Approved Impact Fee projects
- Cash Balances

IDAHO FALLS

Impact Fee Reporting

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

IDAHO FALLS

Impact Fee Reporting

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

IDAHO FALLS

Questions

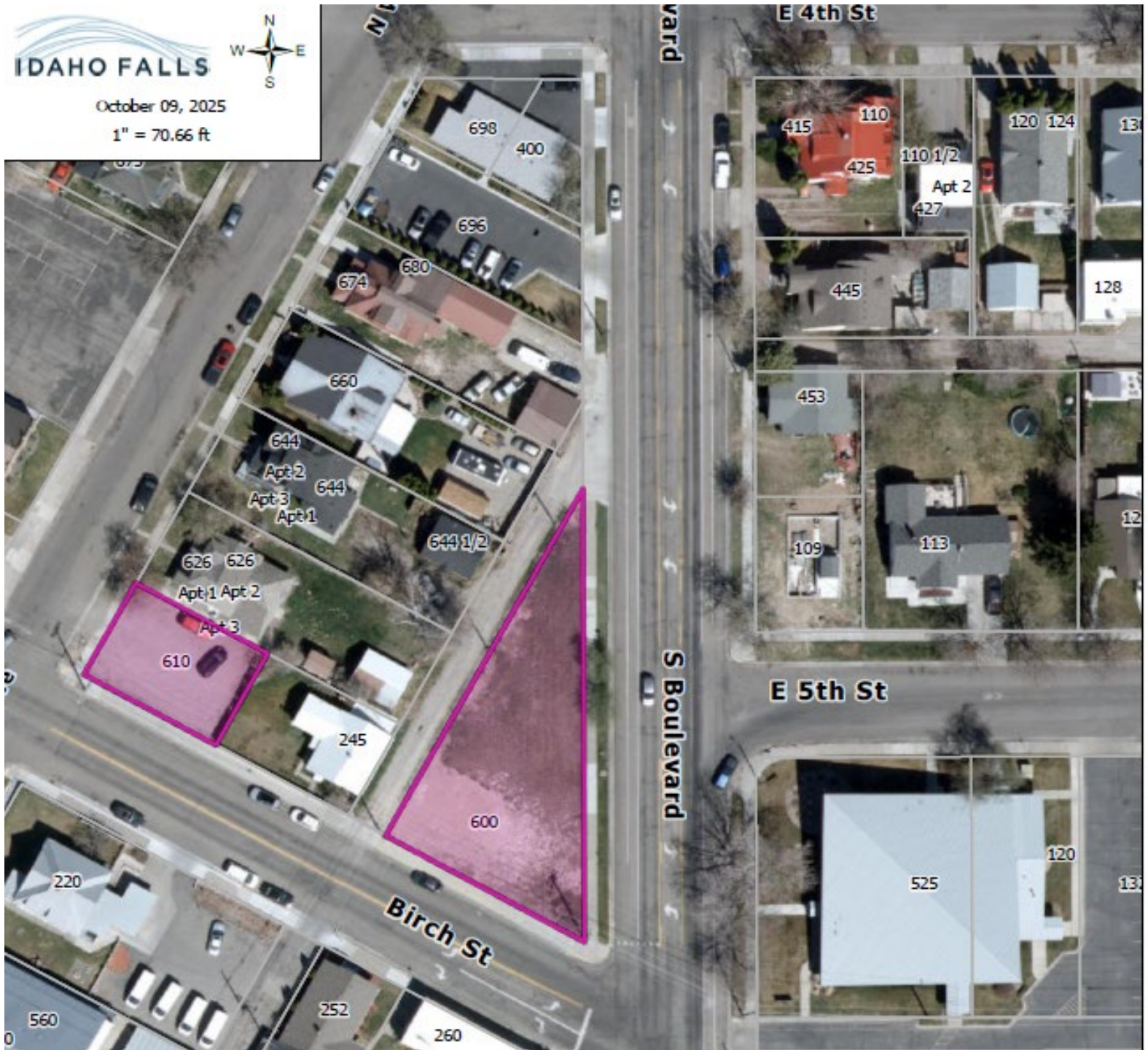
Council Direction to Staff

IDAHO FALLS

City of Idaho Falls

City Property Discussion
Tuesday, January 20, 2026

IDAHO FALLS



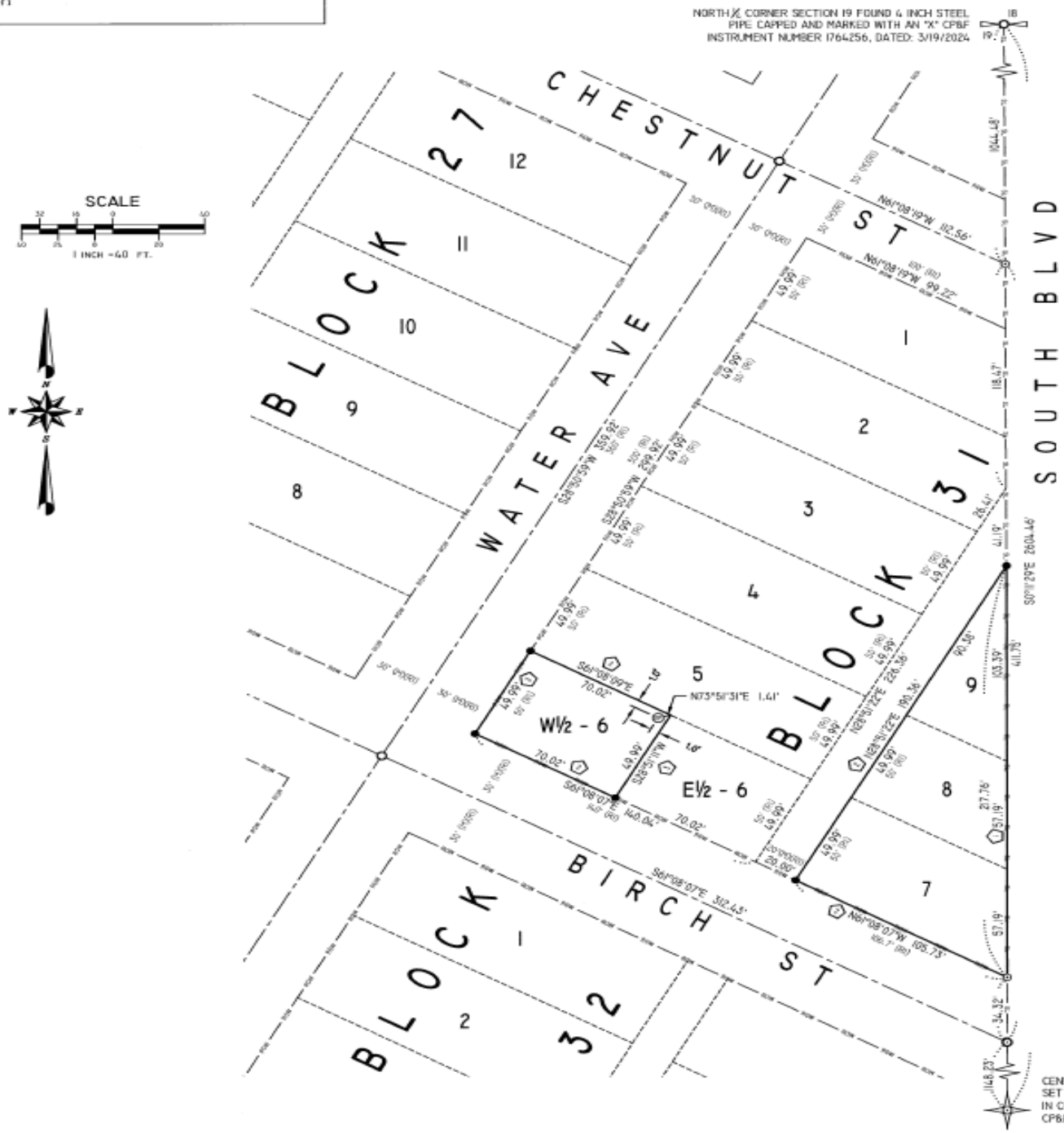
Property Description

- 610 Water Avenue.
- Purchased in 1974 for $7,000.
- Gravel Lot.
- Parking lot for Serenity Hall (600 S. Boulevard) patron use.
- Survey conducted March 2024.
- Received an inquiry call from resident October 9, 2025 (sale or lease options)
- Consulted with Public Works and Community Development Services.
- Residential appraisal in November 2025.

BONNEVILLE COUNTY, IDAHO
NORTHWEST ¼ SECTION 19, T.2 N., R.38 E., B.M.

2024

SHEET 1 OF 1



SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARY LINES OF TWO CITY OF IDAHO FALLS PARCELS. THE EASTERLY PARCEL, (LOTS 7, 8, 9, BLOCK 31, ORIGINAL TOWNSITE OF EAGLE ROCK), WAS CONVEYED BY WARRANTY DEED INSTRUMENT NUMBER 321180, AND FILED IN BOOK 147 OF DEEDS PG 569. THE WESTERLY PARCEL, (WEST 1/2 OF LOT 6, BLOCK 31 ORIGINAL TOWNSITE OF EAGLE ROCK), WAS CONVEYED BY WARRANTY DEED INSTRUMENT NUMBER 466131 AND MATCHES WITH THE ADJOINER'S TITLE DESCRIPTION, (EAST ½ OF LOT 6).

1. ESTABLISHED BY HOLDING THE MONUMENTED EAST LINE OF SECTION 19, ALSO BEING THE EASTERLY EDGE OF BLOCK 31 ORIGINAL TOWNSITE OF EAGLE ROCK.
2. ESTABLISHED BY RETRACING THE ORIGINAL SUBDIVISION LINES OF BLOCK 31, AND BY THE PRINCIPALS OF SIMULTANEOUS CONVEYANCE, EACH LOT BEING THE PROPORTIONAL REMAINDER OF THE BLOCK LESS THE FULL MEASURE OF THE STREETS AND ALLEY
3. ESTABLISHED BY HOLDING THE MIDPOINT BETWEEN THE NORTH AND SOUTH LINES OF LOT 6, BLOCK 31 TO CREATE AN EAST AND WEST HALF, AS DEFINED IN WARRANTY DEED, INSTRUMENT NUMBER 466131.

RECORD DATA SOURCES

(M) = FIELD MEASURED DATA, THAT IS DERIVED FROM RECORD DATA (RI) BELOW
(RI) = ORIGINAL TOWNSITE OF EAGLE ROCK OLD PLAT BOOK PAGE 31 -32

LEGEND

- SET 5/8 INCH IRON ROD WITH ALUMINUM CAP AS A REFERENCE POINT (RP) TO THE ACTUAL BOUNDARY CORNER, MARKED "RP" "PLS 9755"
- SET 1 INCH COPPERHEAD MONUMENT WITH MAGNET MARKED PLS 9755
- SET 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED PLS 9755
- FOUND 5/8 INCH IRON ROD WITH ALUMINUM CAP CAP MARKED PLS 9755 FOR STREET CENTERLINE MONUMENT
- RE-ESTABLISHED BOUNDARY LINE / LOT LINE (THE SUBJECT OF THIS SURVEY)
- PLSS SECTION LINE
- ROW — STREET RIGHT-OF-WAY LINE
- STREET CENTER-LINE
- SUBDIVISIONAL LOT LINE OF THE ORIGINAL TOWNSITE OF EAGLE ROCK
- TIE LINE OR DIMENSIONAL LEADER
- CP&F — CORNER PERPETUATION AND FILING RECORD
- R-O-W — RIGHT-OF-WAY
- 18 / 19 — FOUND PLSS 1/4 CORNER COMMON TO SECTIONS SHOWN
- RESET PLSS CENTER 1/4 CORNER OF SECTION 19

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 1.0002772651 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.
KENNETH BALDWIN ROBERTS, P.L.S. 9755

REGISTERED PROFESSIONAL LAND SURVEYOR — 9755 — 3/20/24 — STATE OF IDAHO — KENNETH BALDWIN ROBERTS

IDAHO FALLS PUBLIC WORKS

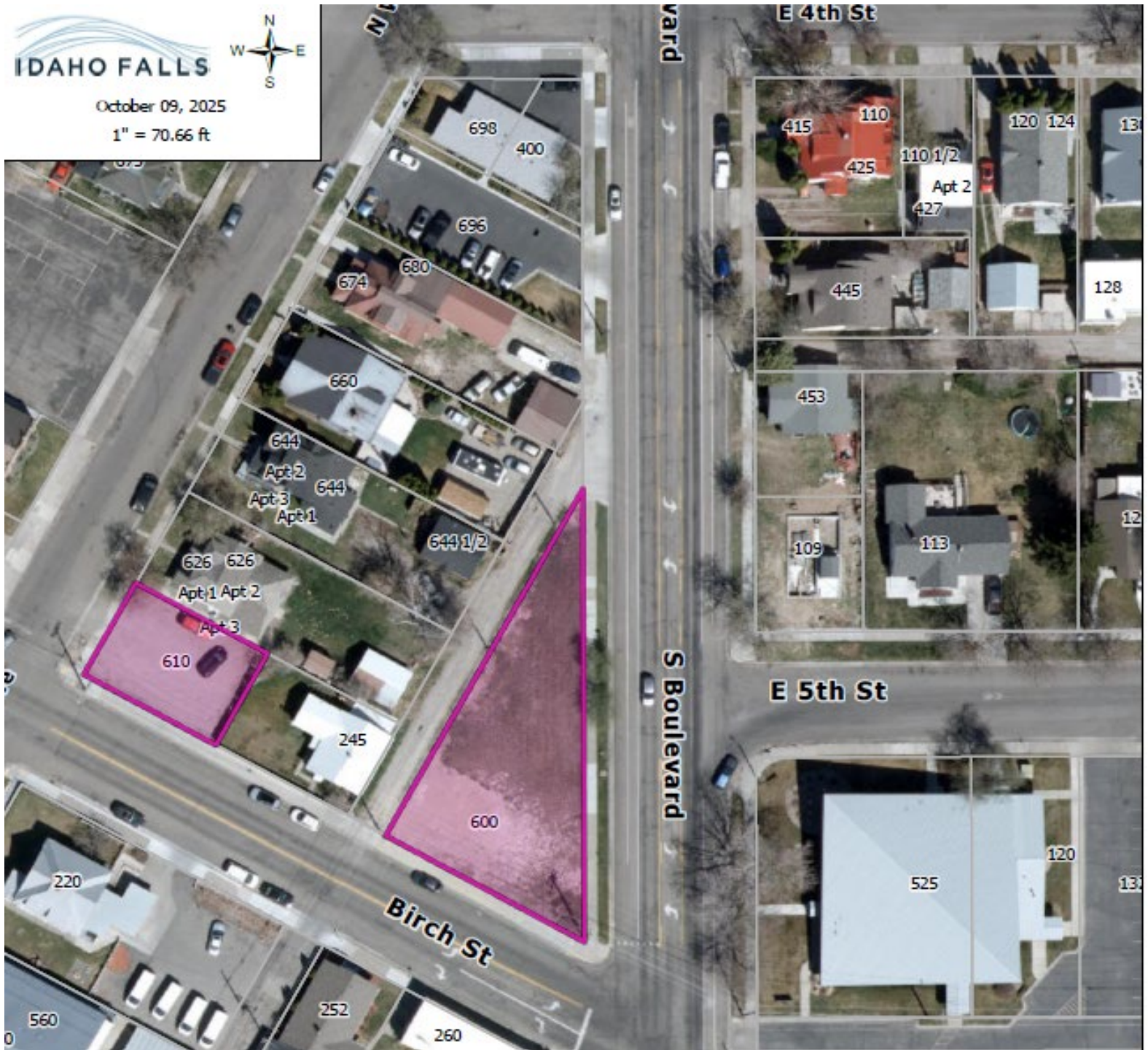
RECORD OF SURVEY
FOR THE CITY OF IDAHO FALLS
NW¼ SECTION 19, T. 2 N., R. 38 E., B.M.

SCALE: 1" = 40'
PLOT DATE: 03-20-2024
SHEET NO. 1 OF 1









Staff Recommendation

- Comparable properties
- $53,500-$70,000
- Highest and best use for existing conditions
- Next Steps

Questions

Council Direction to Staff

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

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

1. Call to Order

Present:
Mayor Lisa Burtenshaw
Councilor Michelle Ziel-Dingman
Councilor Kirk Larsen
Council President Jim Francis
Councilor Jim Freeman
Councilor John Radford (*via Teams*)

Absent:
Councilor Brandon Lee

Also present:
Pam Alexander, Municipal Services Director
Chris Fredericksen, Public Works Director
Zack Jones, City Attorney
Wade Sanner, CDS Director
Brad Cramer, Perspective Planning
Emily Geisler, City Clerk

2. Pledge of Allegiance

Zack Jones led those present in the Pledge of Allegiance.

3. Public Comment

Randy Fife, County resident: (*Attachment*)

- Thanked the Council for their service and noted the timing as a good opportunity—outside of elections and budget season—to reflect on governance and relationships.
- He encouraged a rebalancing of City government and stronger, more intentional coordination between the City, county, and neighboring cities, especially around growth.
- He argued that cities cannot control growth, only manage it, asserting that growth is driven by market forces, and urged regional cooperation to ensure responsible growth.
- He recommended regular meetings with the county and revisiting city/county impact areas to improve communication and shared planning.
- Internally, he suggested examining Council governance practices, including liaison roles, public meeting structures, agenda management, and limiting meeting length.
- He proposed eliminating runoff elections to reduce costs, noting that Idaho law allows elections to be decided by plurality or even a coin flip in the case of a tie.
- He urged Council members to rely on professional staff and department directors, emphasizing their expertise and the value of bureaucratic continuity.
- He encouraged promotion from within to retain institutional knowledge and reward investment in staff.
- Finally, he raised concerns about the Public Information Officer (PIO) structure, encouraging the Council to assess whether information flow and messaging are

appropriately balanced between public information and advocacy, and whether Council priorities are adequately reflected.

Antonio Meza, City resident:

- This was his second time attending a Council meeting, and he spoke about recent ICE/Homeland Security activities occurring in various cities.
- He expressed concern that when ICE-related incidents occur, community members often call 911, which can lead to confusion or escalation when City police respond without clear public understanding of their role.
- He emphasized the importance of clarity about the City's authority and role in such situations so that law enforcement assistance is not misinterpreted as escalating tensions.
- He suggested that the City proactively communicate through social media or other channels to clarify the City's position and response during these situations to help prevent misunderstandings and chaos.
- He concluded by thanking the Council, congratulating newly elected officials, and acknowledging Brandon Lee on his first (City Council) term and the Mayor.

Brandy Webster, City resident:

- As a hairstylist, she addressed concerns reported to her by clients regarding ICE door-to-door enforcement activities.
- She acknowledged that immigration enforcement is federal and that she is not asking the City to interfere with federal law, but asked what protections exist for residents when such actions occur locally.
- She raised Fourth Amendment concerns, noting that ICE administrative warrants do not authorize entry into homes and that misunderstandings or intimidation can erode public trust and safety.
- She asserted that Idaho Falls Police currently lack a written policy on this issue and requested the Council direct the police department and City attorney to adopt a clear non-assistance policy.
- Specifically, she asked that City officers and employees not participate in door-to-door immigration enforcement, not provide addresses or act as backup, and not allow City resources or facilities to be used without a judicial warrant.
- She concluded that such a policy would protect constitutional rights, reduce City liability, and keep local police focused on local public safety.

4. Consent Agenda

A. Office of the Mayor

1. 26-32 Reappointment of David Snell to the Police Department's Use of Force Review Board

B. Municipal Services

1. 26-23 Annual Impact Fee Report
2. 26-33 November 2025 Treasurer's Report

C. Office of the City Clerk

1. 26-21 City Council Meeting Minutes (11.26.2024, 1.08.2026)
2. 26-07 December 2025 Licensing through the Office of the City Clerk (New: 32, Renewals: 11, Contractors: 30)

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

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

5. Regular Agenda

A. Public Works

1. 26-30 Development Agreement for Christ Community Church

Presentation/Discussion (Director Fredericksen): Public Works presented a development agreement for Christ Community Church at 5742 S. Fifth West, located about a half mile south of Sunnyside Road on the west side of Fifth West.

- The property has already been annexed into the City, and the developer's site plans and improvement drawings have been reviewed and approved.
- A development agreement is required even though no plat is needed and is being done with Public Works because most conditions relate to infrastructure.
- The agreement includes eight special conditions, primarily involving utilities and roadway improvements.
- Water and sewer lines currently end approximately 5,575 feet south of the site; the developer must extend these lines north along Fifth West to serve the property.
- The City requires the utility lines to be oversized for future development and will reimburse the developer for the oversizing costs, either directly or through future connection fees paid by other users.
- The developer must install left-turn lanes for both church access points to help mitigate traffic impacts.
- Any pavement disturbed during utility installation must be properly restored and seal-coated.
- Overall, the agreement was described as straightforward, with no questions raised by Council.

Motion: Approve the Development Agreement for Christ Community Church and give authorization for the Mayor and City Clerk to sign said agreement.

- Moved by: Councilor Dingman
- Second: Councilor Larsen

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

B. Municipal Services

1. 26-22 Purchase of Firefighter Turnouts

Presentation/Discussion (Director Alexander): The Municipal Services Director presented three purchasing items, explaining that Municipal Services oversees and validates centralized purchasing across departments.

- The first item is the replacement of firefighter turnout gear.
- The purchase includes 33 sets of firefighter turnouts (coat and pants), acquired through a Sourcewell cooperative purchasing contract.
- The total cost is $140,780.18, which is budgeted in the FY 2025–2026 budget.
- Fire turnout gear is replaced on a rotating, planned schedule, with funds set aside each year in anticipation of replacement.
- Council clarified that each firefighter is issued two sets of turnout gear so they can change into clean, dry gear during long or consecutive calls.
- A Council member noted the significant cost increase over time but emphasized that turnout gear is specialized, essential safety equipment.
- Clean, well-maintained turnouts reduce exposure to carcinogens, making the purchase an important health and safety investment for firefighters.

Motion: 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.

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

2. 26-24 Replace City Servers

Presentation/Discussion (Director Alexander): The item proposes using a State of Idaho cooperative contract with CompuNet to replace City servers.

- The purchase will replace four servers.
- Servers typically have a 7–10 year lifespan, depending on maintenance and “server hygiene.”
- The City will purchase new servers for City Hall and reassign the existing servers to Idaho Falls Power to extend their useful life.
- This approach reflects the City’s practice of rotating and maximizing the lifespan of equipment, similar to how other assets are managed.
- The item was presented as a routine, planned infrastructure replacement using an established cooperative purchasing agreement.

Motion: 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.

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

3. 26-29 Replace Asphalt Recycler for Public Works

Presentation/Discussion (Director Alexander): Municipal Services proposed replacing a 2011 asphalt recycler used by Public Works.

- The new unit will be purchased through a GSA cooperative purchasing contract.
- The replacement recycler is larger and more efficient, with a capacity of 10 tons per hour.
- Asphalt recyclers are used primarily during colder months to handle small asphalt repairs when hot asphalt plants are not operating and temperature requirements limit standard paving.
- The purchase supports continued road maintenance outside of peak construction season.
- The total cost is $225,524.29, and it is included in the Municipal Equipment Replacement Program for the Public Works Street Division.
- Council offered a lighthearted comment appreciating the inclusion of a photo to help visualize the equipment.

Motion: 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.

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

C. Community Development Services

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

Presentation/Discussion (Director Sanner, Mr. Cramer): Director Sanner introduced a resolution to approve the eligibility report for the proposed Narrows Urban Renewal District, the first step required by Idaho statute to consider creation of a new district.

- Approval of the eligibility report does not create the district; it only authorizes the Idaho Falls Redevelopment Agency (IFRA) to draft an urban renewal plan, which would return to City Council for separate consideration.
- The IFRA Board approved the eligibility report on September 18, 2025.
- Consultant Brad Cramer (Perspective Planning) presented the findings of the eligibility analysis.

District Overview

- The proposed district is east of the Snake River, south of Freeman Park, mostly west of Fremont Avenue, and includes portions of US Highway 20 right-of-way.
- The area is designated Urban Core in the Comprehensive Plan, intended for dense, walkable, mixed-use development.
- Zoning includes Limited Commercial (LC), Traditional Neighborhood, Public, and some residential zoning.
- Portions of US-20 were included due to uncertainty about future interchange configuration and potential public infrastructure needs.

Eligibility Criteria Findings

- Idaho law lists 15 eligibility criteria; only one must be met for eligibility.
- Seven criteria were found to be met, making the area eligible:
    - Defective/inadequate street layout due to vacated rights-of-way and lack of access to many parcels.
    - Poor connectivity, particularly to the west across the Snake River, and unsafe bicycle/pedestrian access near US-20 ramps.
    - Faulty lot layout, with former streets and alleys creating undevelopable parcels.
    - Unsuitable topography, including shallow bedrock, exposed rock, steep grades, and high development costs—identified as a primary driver.
    - Insanitary and unsafe conditions, including debris accumulation and highway drainage discharging toward the river.
    - Economic underdevelopment and disuse, as high infrastructure and site preparation costs have left the riverfront property largely vacant.
- Criteria not met included building deterioration, obsolete infrastructure, diversity of ownership, hazards to life or property (flood/fire), title issues, and broader impacts on overall City growth.

Tax Increment Financing (TIF) Limitation

- State law limits urban renewal districts to 10% of total City taxable value.
- Using 2024 valuation data, existing and proposed districts total approximately 1.15% of the City's valuation.
- Updated 2025 estimates place the total at about 1.87%, well below the statutory limit.
- These figures will be updated again during the required economic feasibility study if the process moves forward.

Council Discussion

- Property owner permission is not required for inclusion, except for agricultural land, which requires owner consent; unwilling properties can be carved out during planning.
- A Council member shared historical context about fire risk and access challenges in the area, reinforcing concerns about terrain and limited infrastructure.
  Conclusion
- Mr. Cramer concluded the area meets eligibility requirements for an urban renewal district.
- Council approval of the resolution would allow IFRA to proceed with drafting a detailed urban renewal plan for future consideration.

Motion: 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.

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

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

Presentation/Discussion (Director Sanner): The item concerned approval of the final plat, development agreement, and statement of relevant criteria for Loock Subdivision No. 3 (noting a typo in the memo where the name appeared as “Look”).

- The application is Plat No. 24-037 and involves a single-lot subdivision.
- The property is vacant, zoned LC, and located south Lincoln Road.
- The subdivision process is required primarily to:
  - Dedicate right-of-way at the southeast corner near an existing cul-de-sac.
  - Formally establish utility easements around the property, without physically dividing the lot.
- The proposal was reviewed by the Planning Commission on January 12 of the previous year.
- No public comment was received.
- The Planning Commission unanimously recommended approval.
- With no further questions from Council, the item was presented as routine and ready for final approval.

Motion 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.

- Moved by: Councilor Freeman

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

Motion 2: Approve the Final Plat for Loock Subdivision, Division No. 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

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

Motion 3: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Loock Subdivision, Division No. 3 and give authorization for the Mayor to execute the necessary documents.

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

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

Presentation/Discussion (Director Sanner):

- Council considered the final plat and written statement of relevant criteria and standards for Home Ranch Addition, Division No. 7 (First Amended), identified as Plat No. 25-010.
- The property is located near Community Park west of Holmes Ave, on Higbee Circle, with Longfellow Elementary School to the north.
- The site is zoned R-1 and was originally subdivided in 1977.
- The request is to subdivide an existing duplex property into two separate lots, consistent with nearby properties where duplexes were later divided into individual lots.
- Although it appears like “dividing a house,” the result is two separate duplex units, each on its own lot.
- The property currently shares one utility connection; utility drawings have been submitted to Public Works to split utilities, which are under review.
- Staff confirmed the application would not have advanced if Public Works believed the utility split was not feasible.
- Minimum lot size requirements for R-1 zoning are met:
  - Lot 17: just under 11,000 sq. ft.
  - Lot 18: approximately 8,450 sq. ft. (minimum is 7,000 sq. ft.).

- The Planning Commission reviewed the proposal on June 3, 2025, received no public comment, and issued a unanimous recommendation for approval.
- Council asked clarifying questions about utilities, building code separation, and lot sizes, with no outstanding issues identified.

Motion 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.

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

Motion 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.

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

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

Presentation/Discussion (Director Sanner, Mr. Cramer, Director Fredericksen):

- The City Council held a quasi-judicial hearing for the Willow Place Townhomes PUD.
- All testimony and materials were made part of the official record and the hearing was opened.

Applicant Presentation with Staff Participation:

- Brad Cramer (Perspective Planning) presented on behalf of the development team, which includes Mountain West Engineering.
- Cramer emphasized prior public input from Planning & Zoning Commission (P&Z) hearings and neighborhood meetings, noting strong engagement from residents.
- Site location: South side of Plommon St, west of S Bellin Rd, south of Pancheri Dr, north of 17th South, near West Side Elementary, single-family homes, and churches.
- The site is part of the New Sweden Estates Subdivision, and plat review shows mixed housing was intended for larger lots.
- Comprehensive Plan: Area designated as suburban, promoting a mix of housing types, including smaller units to reflect smaller household sizes. The plan encourages higher-density infill development at neighborhood perimeters to protect agricultural land.

Project Details:

- Property size: 1.815 acres, zoned R-1, allowing single-family attached and detached homes.
- Units proposed: 14 single-family homes; 25% green space; two amenities (playground, basketball court).
- Private street: Required due to site constraints; all utilities will be public and built to City standards.
- Setbacks: Comply with zoning; no variances requested for rear yards; front setback variance requested (25 ft required vs. 20 ft proposed) to preserve full rear yards.
- Density: Standard R-1 allows 6 units/acre; PUD allows up to 8 units/acre. Proposed 14 units = ~7.7 units/acre, within PUD limits.
- Fire access: Hammerhead turnaround approved, incorporating part of the basketball court.

PUD Justification:

- Needed due to:
    1. Private street
    2. Front setback variance
- PUD minimum size is 2 acres; smaller sites may be approved if Council finds the land is redeveloping. This property has been largely vacant since a 1981 change of use permit for a religious institution.

Neighborhood Engagement:

- Neighborhood meetings addressed concerns about rear-yard access and fencing.
- Planning Commission discussed fencing along the canal, but no requirement was imposed due to drainage, access, and canal constraints.
- Planning Commission recommended approval 5–1.

Public Comment and Notice:

- Notice sent 24 days prior, exceeding state minimum of 15 days.
- Late written comments could not be included in the packet but were welcome in person at the hearing.

Infrastructure & Utilities:

- Traffic: Threshold for study is 100 units; project has 14, so no traffic study required. Anticipated impacts reviewed and approved.
- Water & Sewer: Adequate capacity; digester upgrade planned; City-wide infrastructure can support the development.
- Water pressure: No known issues; temporary impacts possible during construction.
- Stormwater: Managed on-site per City policy to protect adjacent properties.
- Street lighting: Can be evaluated if needed.

Council Questions Addressed:

- Clarifications on density calculations, PUD size, private street vs. public street feasibility, amenity access (primarily for owners, not public), and setback rationale.

Conclusion:

- The project complies with zoning, PUD standards, and the comprehensive plan.
- Staff and Planning Commission recommend approval.
- Council opened the floor for public testimony.

Public Testimony:

Dave Rocknak (*Attachment*)

1. Conflict of Interest / Ethics: Asked for clarification on communications between Council members and developers/contractors, questioning whether it is appropriate for someone he believes to be a staff member (Mr. Cramer) to represent both the contractor and Community Development Services.
2. Fire and Safety Concerns: Requested that fire code compliance be verified for the development, noting changes in codes since 1979–1981. Highlighted concerns about emergency access to utility transformers if landscaping or trees block access.
3. Impact Fees and Infrastructure: Emphasized that Idaho law requires new developments to pay proportionate impact fees for transportation, public safety, and infrastructure. Asked for clear allocation of fees to improvements on Bellin, Broadway, and Pancheri, and questioned emergency service impacts from added traffic.
4. Housing Growth and Affordability: Noted that the City already has hundreds of apartments and townhomes under construction or approved. Highlighted median household income (~$69,600) and new townhome costs (~$350,000), arguing that the PUD may not meet affordability thresholds and could shift infrastructure costs to existing residents.
5. Neighborhood Compatibility: Raised concerns about high-density development adjacent to established single-family neighborhoods. Asked how the project aligns with comprehensive plan policies on density transitions, land use compatibility, and enforceable mitigation of traffic, noise, and neighborhood impacts.
6. Request for Postponement: Urged the Council to postpone approval until impact fee allocation, transportation, emergency services, and neighborhood compatibility issues are fully documented, quantified, and enforceable. Stressed that his request is not anti-growth, but seeks thoughtful, lawful, and equitable planning.

Teri Smith

1. Property and Privacy Concerns: Her backyard would directly face four new townhome units instead of a single home, raising concerns about privacy and overlooking.
2. Vacancy Clarification: Questioned the characterization of the church-owned lot as “vacant,” noting it wasn’t developed until purchased by the developer and had been owned by the church with a church on it.

3. Public Hearing Process: Expressed discouragement that public hearings and Planning & Zoning meetings seemed predetermined, with some commissioners suggesting approval was inevitable if the project met code.
4. Zoning and Compatibility Issues:
    - Noted that R-1 zoning codes changed in the late 1990s, reducing protections for existing homeowners against high-density developments.
    - Raised concerns that the PUD's multi-unit, attached buildings (three units per building, 81 ft long, 35.5 ft wide, two stories) are not compatible with the surrounding single-family homes in bulk, scale, mass, or character.
    - Disagreed with staff and developer claims that attached units are equivalent to detached homes in terms of privacy and neighborhood fit.
5. Neighborhood Impact: Emphasized that the PUD would negatively affect the established neighborhood's character and privacy, and that compatibility standards are not being fully met from her perspective.

<u>Mack Smith</u>

1. Location and Subdivision Context:
    - Corrected misconceptions that the lot is on the edge of the subdivision; it is actually within the New Sweden Estates subdivision and referred back to a plat shown earlier.
    - The lot was intentionally left open in the original plat, likely for drainage purposes, not because it was vacant.
2. Neighborhood Benefits and Amenities:
    - The project offers no new amenities or benefits, as existing recreational facilities (playgrounds, basketball courts, storm pond) already serve the area.
    - Emphasized the lot was well-maintained by previous owners and served local charities through mortgage proceeds.
3. Housing Supply and Affordability:
    - Noted that Idaho Falls has more housing units than households, and multiple developments are already under construction nearby.
    - Argued the 14-unit PUD would minimally affect overall housing supply but would significantly impact immediate neighbors.
    - Highlighted that the proposed $300,000 townhomes are not affordable for median-income households when factoring in mortgages and HOA fees, suggesting a fairer price would be around $254,000.
4. Infrastructure and Drainage Concerns:
    - Existing stormwater drainage may be impacted by development, potentially affecting fiber optic utilities, electrical cables, and soil stability.
    - Raised concerns about water pressure based on nearby developments and the need to address broader infrastructure issues, not just zoning compliance.

5. Neighborhood Impact:
    - Emphasized that the development would have little benefit for the broader community but significant effects on existing residents, echoing concerns about privacy, scale, and compatibility.
6. Overall Message:
    - Urged the Council to consider broader impacts beyond mere code compliance, including infrastructure, drainage, affordability, and neighborhood character.

Cindy Feliciano

- Cindy Feliciano is a resident of the affected neighborhood and spoke in opposition to the proposed housing development at the specific site under consideration.
- She emphasized that while she is not opposed to growth in general, and acknowledged that significant new housing has already been built throughout the surrounding area, she believes this particular location is the wrong place for the development.
- She questioned whether elected officials are truly representing the wishes and desires of neighborhood residents, asking how many neighbors supported the project at the neighborhood meeting and suggesting there was little to no local enthusiasm for it.
- She expressed frustration that residents' concerns may not be carrying enough weight in the decision-making process.
- Ms. Feliciano stated that she would be open to development in a different location, but strongly opposed it at the proposed site due to concerns about neighborhood fit and appearance.
- She asked the Council to postpone consideration of the development to allow further thought, and ultimately requested that the project not be approved at all, stating it would not be good for the neighborhood.

Bridget Hall

- Bridget Hall, a resident of Idaho Falls, spoke in opposition to the proposed development and zoning variance.
- She cited the purpose of the City's comprehensive zoning code, arguing that the proposal does not promote peace, general welfare, or compatibility with the surrounding neighborhood, as evidenced by widespread neighborhood opposition.
- Ms. Hall stated that the proposed Planned Unit Development (PUD) fails to meet code requirements for an improved living environment and compatibility with existing neighborhood character, which she described as predominantly detached, owner-occupied single-family homes.

- She noted that within the surrounding area there are approximately 401 single-family homes, two churches, and one elementary school, with no existing townhomes, emphasizing the incompatibility of the proposed housing type.
- Ms. Hall argued that neighborhood opposition was stronger than represented, stating that multiple residents spoke and wrote against the proposal, while support came primarily from the developer, and that opposition letters were not reflected in the Planning Commission minutes.
- She raised traffic and infrastructure concerns, detailing narrow road widths, canal crossings, school traffic congestion, limited east–west river crossings, and inadequate capacity on nearby streets such as Bellin, Plommon, and Grandview Drive.
- Ms. Hall contended that the parcel's "awkward" configuration resulted from a prior lot division and that the developer is now seeking a PUD variance as a remedy for a self-created problem.
- She emphasized that granting a variance would be unfair to neighboring property owners, comparing it to bending traffic laws for personal convenience, and urged decision-makers to consider residents' quality of life over the developer's investment.

John Johnson (*Attachment*)

- He spoke in opposition to the proposed development. He provided written materials and historical Google Earth images showing how the area has developed from 2017–2022, noting that nearby parcels remained undeveloped for years before recent high-density projects were added.
- He argued that the proposed amenities do not meaningfully benefit the neighborhood, citing existing public and church basketball courts already used by local children and questioning whether proposed amenities would be truly accessible to the broader community.
- Mr. Johnson emphasized the distinct identity and character of the Westside, describing it as a close-knit community with unique neighborhood features, including long-standing street-naming traditions, and stated that the proposed street name does not fit that character.
- He raised public safety concerns, questioning whether the proposed hammerhead turnaround would adequately accommodate large fire apparatus, based on his experience assisting the fire department.
- Mr. Johnson challenged claims of housing affordability, asserting that the proposed townhomes would not be affordable for average City employees such as police officers, firefighters, or parks staff.
- He disputed statements about household size, stating that many families in the broader neighborhood include multiple children and that outreach to residents was limited to a narrowly defined area, excluding others like himself.

- Mr. Johnson cited an outdated 2019 traffic study, arguing it does not account for recent and ongoing development. He described significant existing traffic congestion related to school drop-off and pickup, construction, limited alternate routes, and constrained intersections near Bellin and Pancheri.
- He expressed concern that the proposed development would exacerbate traffic and intersection capacity issues, particularly given limited ingress and egress options.
- Mr. Johnson also raised parking concerns, citing similar developments where insufficient on-site parking has led to extensive on-street parking congestion.
- He concluded by urging decision-makers to consider the cumulative impacts on traffic, parking, safety, affordability, and neighborhood character, and questioned whether the proposal is in the best interest of the community.

Kiery Wilson

- She spoke in opposition to the proposed development.
- Ms. Wilson emphasized the rapid increase in high-density housing in the area since 2017, noting hundreds of new townhomes and apartments built within a short radius and timeframe, and argued that the cumulative density is already excessive.
- She stated that the proposed 14–20 units at the site are incongruous with the surrounding neighborhood, which she described as established and primarily single-family in character.
- Ms. Wilson expressed concern that some residents were unaware the property could be developed in this manner and felt blindsided by the PUD process.
- She raised school capacity concerns, citing Westside Elementary as already overcrowded and disputing claims that few families with children would occupy the new units.
- Ms. Wilson challenged assertions about small household sizes, stating that many nearby homes and townhomes house larger families or multiple households due to housing costs.
- She argued the proposed units do not reflect the values, character, or community identity of the neighborhood.
- Wilson urged elected officials to listen to and represent neighborhood residents, stating clearly that the community does not want the development at this location.

Mark Weaver

- He spoke in opposition to the proposed Planned Unit Development (PUD).
- He emphasized that City code requires a minimum of two acres for a PUD, noting that the language allowing consideration of smaller parcels is permissive, not mandatory, and that the Council is not required to approve the request.

- Mr. Weaver argued that the proposed development is not compatible in scale or type with the surrounding neighborhood, pointing to visual comparisons showing the small lot size relative to vehicles, driveways, and parking demands.
- He stated that the project would require multiple adjustments or variances to City code, including those related to fire apparatus access and the use of a private street instead of a public road.
- Mr. Weaver raised concerns that the development would violate streetscape standards, which call for streets not to be dominated by parked vehicles and garage entrances, especially given likely overflow parking, trailers, and boats.
- He noted that the PUD request is not solely about allowing a private street, but also about increased density and reduced lot sizes, citing eight units compared to R-1 zoning standards of six units per acre and lot sizes of approximately 2,500 square feet versus the 7,000 square feet required in R-1 zoning.
- Weaver also questioned building height compliance, stating that public notice listed a 29-foot height while Idaho code limits height to 20 feet.

Christian Ashcraft

- He spoke from a neutral perspective, stating he was neither clearly for nor against the proposed development.
- He acknowledged that the decision is difficult and recognized both the developer's efforts to work within tight constraints and the reasons why neighbors might be upset.
- Mr. Ashcraft asked the Council to provide clearer guidance on what "respecting neighborhood character" means, including how much change or deviation is acceptable.
- He questioned how much public opposition or perception should weigh in decision-making, especially when a proposal technically meets all code requirements.
- He encouraged the Council to better explain the reasoning behind approvals, beyond stating that requirements were met, so residents feel heard and understand why standards matter.
- Mr. Ashcraft emphasized the importance of transparent communication, balancing predictability for developers, the benefits of infill development, and community concerns, to improve trust and closure in future decisions.

Robert Hipkins

- Mr. Hipkins spoke in opposition to the development and stated he did not feel adequately notified nor was he considered a neighbor despite his proximity - living across the street from the proposed site.

- He expressed frustration with past nearby developments that he said did not match the neighborhood and were approved without sufficient notification or traffic analysis.
- Mr. Hipkins raised traffic and road safety concerns, stating that surrounding roads are already strained and that adding 14 units "doesn't make sense" for the area.
- Drawing on his experience as a delivery truck driver, he described the access road as a "nightmare," saying large trucks, sanitation vehicles, and fire apparatus would struggle to maneuver, especially with a dead-end configuration and hammerhead turnaround.
- He questioned the practicality and safety of emergency access, stating he would not attempt to drive large vehicles onto the site.
- Mr. Hipkins also commented that the layout appeared gated or closed-off, making it feel unwelcoming and incompatible with the surrounding neighborhood.
- He concluded that he saw no appropriate use or clear benefit for the development at that location and opposed moving forward with it.

Further Council Discussion:

Council Deliberation – Legal and Policy Discussion

- Legal counsel confirmed the Council may deny a PUD if it finds required criteria are not met, provided the decision is supported by facts in the record (including public testimony) and formal findings.
- Council members emphasized that PUD approval is discretionary, not automatic, even if some standards are met.
- The hearing was closed and Council proceeded to deliberate.

Council Deliberation

- Council Member Francis stated he could not support the PUD:
    - The project does not meet redevelopment criteria
    - The site is under the two-acre minimum, which he viewed as a valid basis for denial
    - Claimed public amenities were not truly public due to private streets, signage, and lack of enforceable access guarantees
    - Green space was insufficient and overstated, with driveways and parking areas counting toward setbacks
- Multiple members expressed concern that the proposal required too many deviations to be justified by the benefits offered.
- Emergency access and fire apparatus maneuvering were seen as functionally problematic, even if technically code-compliant.
- Several Council members stated the development would feel private and exclusionary, not like a neighborhood asset available to the public.
- Streetscape standards—specifically the requirement that streets not be dominated by garage doors and parked vehicles—were cited as unmet.

Pros Acknowledged by Council

- The property can be developed by right under R-1 zoning at six units per acre.
- There is a recognized need for additional housing, including infill development.
- Traffic impacts would likely be limited.
- The property owner has a legal right to develop the land.

Cons Outweighing Pros

- Lack of clear, enforceable public benefit to justify the proposed PUD concessions
- Private street design increases congestion and parking conflicts
- Density and lot size reductions go beyond what Council members found reasonable
- The project prioritized maximum density rather than neighborhood compatibility or collaboration

Limits on City Authority

- Council noted it cannot deny a project based on housing price, affordability, or school overcrowding under Idaho law.
- Decisions must be based strictly on adopted code criteria to avoid litigation risk.

Consensus Direction and Outcome

- A majority of Council members indicated the PUD should be denied, not merely postponed or sent back for redesign.
- Council emphasized the developer still retains the right to develop the property under existing R-1 zoning with a public street.
- The Mayor indicated readiness to vote no and appointed Council President Francis to draft the written findings supporting denial (Reasoned Statement).

Motion 1: Deny the Planned Unit Development (PUD) for Willows Place Townhomes as presented.

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

Recess: 9:39 PM – 9:45 PM

Motion 2: Direct staff, including the legal department and Community Development Services, to draft a Reasoned Statement of Relevant Criteria and Standards for the denial of the planned unit development for the Willows Place Townhomes to be reviewed on 2/9/2026 and voted on on 2/12/2026.

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

6. Announcements (None)

There being no further business, the meeting adjourned at 9:48 PM.

/s/ Emily Geisler_____
Emily Geisler, City Clerk

/s/ Lisa Burtenshaw_____
Lisa Burtenshaw, Mayor

Attachment 1:
Public Comment (written) submission from Randy Fife

GENERAL GOVERNANCE

1. Growth

Growth is market and developer driven, not City driven. Cities can do very little to influence sale prices or where in the City growth occurs. While a City can provide a variety of development options and keep review, processing, and inspection delays and fees low; growth happens where developers and the market decide. Although recent campaigns seemed to focus on limiting growth, focus on responsible growth and installation of infrastructure to accommodate inevitable growth. For example, the City could explore making single family housing more affordable by changes to zoning, setbacks, and infrastructure that accommodates tiny homes.

2. Continue to support and refine City Impact Fees.

New growth, as much as possible, should pay for its impacts. Impact fees are legal and help offset the cost of new development impacts on current taxpayers, while continuing to support managed growth.

3. Establish a recurring joint City/County meeting.

This joint meeting could be used for sharing information about common and separate governance goals and policies. Where cities and counties communicate, they tend to cooperate. In a regional hub like Idaho Falls, there is great overlap of interest among those who live, work, study, shop, and provide services locally. Remember that EVERY City resident is ALSO a Bonneville County resident. City residents in Idaho Falls, Ammon, Iona, Ucon, Swan Valley, and Irwin, should be thoughtfully considered by the County Commissioners when the County acts. Counties provide consistency in governance for ALL County residents, while also having exclusive governance over County residents who live outside of City boundaries. Occasionally, counties overlook or minimize the needs of their City constituents when they focus on their rural responsibilities. Regular meetings can bring all-county matters to Commissioners' attention.

4. Rewrite the Area of City Impact Agreement.

Cooperation and agreement between the City and the County on HOW reasonably anticipated growth is to be managed should be a joint priority. It is irresponsible, in my opinion, to use the ACI to limit growth by a City; allow the creation of substandard infrastructure to be passed onto City taxpayers; or to encourage urban growth in the County. On the other hand, the County should continue to support the reasonable exercise of property rights and agricultural uses by those outside of City limits.

5. Consider a process to allow the City to alter certain parking, setbacks, and landscaping requirements where it serves a public interest.

Allow the City to alter certain infrastructure requirements where the "variance" granted to the City supports or promotes City services, values, or economies. The process could be incorporated into a current public process. For example, the new Library parking lot could have increased the number of parking stalls but for the landscaping and other requirements normally expected of private development.

REBALANCE OF CITY GOVERNMENT FUNCTIONS

1. End runoff elections.

A runoff election delays planning and transition, adds unnecessary expense, and rarely changes outcomes. If Idaho Code allows for a coin flip to determine elections in case of a tie, why require more process? What is it about Idaho Falls that requires certainty beyond a plurality? A candidate should run their best campaign first and the winner wins and we move on.

2. Replace or modify the current Councilmember liaison system with a public process that gives every Councilmember (and members of the public and the press) the same information.

The current system tends to advantage or disadvantage City Departments depending upon the skills, seniority, or persuasion of a particular Councilmember or Department Director. The current system does not effectively or efficiently transfer to the other Councilmembers what the assigned liaison knows about the item that is considered on the agenda. Creating Council specialists shifts knowledge of functions, topics, spending, and budgets away from Council members who are not assigned to the Councilmember assigned to a particular Department. The current system also allows the Mayor to control what and when items get placed on the Council agenda (or forces the majority of the Council to publicly vote to include a specific item).

Adopting a system similar to Moscow, Idaho's, levels the playing field and provides to the general public and all Councilmembers equal access to information upon which a Council decision will be made. It also allows Councilmembers to direct the Mayor to place items on the agenda.

Briefly, Moscow splits the work of the City into two broad categories through which two Councilmember Committees (each comprised of three Councilmembers) consider items destined for a Council meeting, except for agenda items subject to Local Land Use Planned Act public hearing process. The Public Works/Finance Committee and the Administrative Committees, respectively, conduct a public Committee meeting to consider an agenda produced jointly by the assigned Chair of the respective Committee and the Department Director proposing the agenda action item. The Committee considers the published agenda item and either votes to advance it for consideration by the full Council at a Council meeting, or the Committee directs staff to bring it back to a subsequent Committee meeting, or the matter dies.

Every Committee meeting is a public meeting and the materials and information provided are public records. Any Councilmember not on that Committee, the public, and the press may attend. Because three Councilmembers vote to advance any item on the agenda, the Mayor is unlikely to refuse to place such on a Council agenda. The Mayor does retain some flexibility regarding the order and timing of an agenda item.

In Moscow, the Committees meet back to back on the same day so that Councilmembers can conveniently attend the meeting of the Committee that they are not on. This way, all Councilmembers receive the same information at the same time and can ask questions of the presenter. Of course, any Councilmember wishing to review Committee activity can simply access live or archived video and materials at any time, as can members of the public and the press.

3. Set time limits on Council meetings.

In my experience, decisions made in long and late Council meetings are not as effective as those made at a reasonable hour. Set a time after which no new item on that meeting's agenda will be considered. Set a time certain for the end of a Council meeting. Consider limiting redundant testimony in land use hearings. Exceptions to these practices can be made by Council vote where critical to a fair outcome.

4. Reconsider "Power Board" and "Airport Board" meetings.

A Council and Mayor can only act by and through the authority granted to them by the Idaho Code. Calling itself a "board" or holding separate meetings for the airport or Idaho Falls Power/Fiber does not change, increase, or decrease Council authority or consequences. The Council obligates large sums of money and resources in these "board" meetings. To be more transparent and consistent, hold meetings focused on these City enterprise funds at the same locations and time of day as Council meetings. This supports the reality that enterprise funds are not different in status or importance than other City budgets, activities, or exercises of authority.

5. Hold joint meetings with important stake holder governing bodies.

Consider regular Council joint meetings with the City Planning and Zoning Commission, nearby cities, regional planning groups, etc., where public sharing of interests could increase understanding and cooperation.

OTHER

1. Support the Public Library

By adequately funding and nurturing the Library, the City can provide individuals and families with a free or low cost and safe, supportive space in which to learn, meet, and create. Open and fair access to materials, programs, maker spaces, and meeting rooms enhances home school programs, protects and sustains First Amendment principles, and promotes a free society, educated in democratic principles processes.

2. Adopt a "One percent for the Arts" ordinance.

Earmarking 1% of monies allocated to a public works project to enhance its aesthetic appeal can be easily accomplished at no increased cost to the project. The art feature might be as simple as attractive fencing, patterned concrete or brick work, or sculpture. This approach has been successful elsewhere in Idaho and it would complement the City's effort on the River Walk, parks and streets, and downtown.

3. Create a visible local plant demonstration garden on the River Walk.

Establishment of a garden using attractive, drought tolerant, local plants in a very visible location along the River Walk (like the West site of the river between Broadway and Pancheri), utilizing irrigation that roughly reflects local natural precipitation, would allow residents and visitors to see landscaping options that conserve water and upkeep. It could also support City water conservation and maintenance reduction efforts at very little cost.

January 22, 2026

Mayor and Members of the Idaho Falls City Council,

My name is David Rocknak, and I am a resident and taxpayer of Idaho Falls. I am here tonight to speak regarding the proposed Willow Place Planned Unit Development and to respectfully request that the Council postpone approval until critical issues of impact fee allocation, infrastructure capacity, and neighborhood compatibility are fully addressed.

Under Idaho Code § 67-8201 through § 67-8211, impact fees exist to ensure that new development pays its proportionate share of growth-related capital facilities, and that existing residents are not required to subsidize the impacts of growth.

First, Growth and Housing Context. Idaho Falls currently has a population of approximately 69,500 residents and is growing at an estimated 2.1 percent annually. While growth is often cited to justify increased residential density, growth alone does not relieve the City of its responsibility to ensure that infrastructure, public safety, and neighborhood compatibility keep pace.

At present, market listings show approximately 380 to 400 apartments available for rent and 30 to 40 townhomes available within Idaho Falls. In addition, hundreds of apartment and townhome units are already approved, under construction, or in the planning pipeline, including large multi-phase developments previously reviewed by this Council.

This demonstrates that housing supply is actively expanding, even without immediate approval of additional PUDs adjacent to established single-family neighborhoods.

Second, Income and Affordability Reality. The median household income in Idaho Falls is approximately $69,600 per year. To place affordability into context: 1) a newly built townhome priced around $350,000—consistent with recent approvals—results in an estimated monthly mortgage payment of $1,800 to $1,950, excluding taxes, insurance, and HOA fees; 2) market-rate apartment rents commonly range from $1,300 to $1,700 per month.

For many households earning near the median income, these housing costs already exceed commonly accepted affordability thresholds. This reality heightens the importance of ensuring that development fully funds its infrastructure impacts, rather than shifting costs onto existing residents.

Third, Adopted Impact Fees – Multifamily Townhouses. Under the City's currently adopted impact fee schedule, multi-family townhouse developments such as Willow Place are assessed impact fees differently than single-family homes.

Transportation impact fees are assessed at approximately $1,440 per 1,000 square feet of residential floor area. For typical townhome units ranging from 1,500 to 1,800 square feet, this equates to roughly $2,160 to $2,600 per unit for transportation alone, in addition to police, fire/EMS, and parks impact fees assessed under the multi-family categories.

Provided during hearing

Across a development the size of Willow Place, this represents hundreds of thousands of dollars in impact fee revenue. Idaho law requires that these funds be clearly tied to specific, growth-related capital improvements serving the development area.

Fourth, Transportation, Safety, and Infrastructure Impacts. The Willow Place PUD will add concentrated traffic and service demand onto Bellin Road, Broadway Avenue, and Pancheri Drive. These corridors already function as critical east–west routes for residents, emergency responders, and school traffic.

While individual multi-family units may generate fewer trips than detached homes, higher density concentrates trips, particularly during peak hours. I respectfully request clarity on the following: 1) How Willow Place transportation impact fees will be specifically allocated to improvements on Bellin Road, Broadway, and Pancheri; 2) What capital improvements are planned and when they will be constructed; and 3) How emergency access and response times will be preserved along Bellin Road given the added density.

Impact fees are not intended for general system needs or to correct existing deficiencies—they must address the incremental impacts created by this development.

Fifth, Land Use Compatibility and Planning Logic. The Willow Place PUD is proposed directly adjacent to a well-established single-family neighborhood whose residents purchased their homes with the reasonable expectation of low-density residential land use.

The City's Comprehensive Plan emphasizes compatibility between adjacent land uses, graduated transitions in density, and protection of established neighborhoods.

Given those principles, I respectfully ask these questions. 1)what is the planning logic for placing a higher-density PUD immediately adjacent to long-standing single-family homes, rather than along arterial corridors or designated transition areas? 2) What enforceable measures are being required to mitigate impacts related to traffic intrusion, parking, noise, and neighborhood character? And 3)How does this proposal align with the City's own Comprehensive Plan policies on density transitions?

Finally, Absent clear findings and enforceable mitigation. This proposal risks placing a disproportionate burden on existing homeowners, contrary to both sound planning principles and Idaho law.

I respectfully request for postponement given the availability of apartments and townhomes, a substantial pipeline of approved and under-construction units, the affordability challenges faced by median-income households, and unresolved questions regarding impact fee allocation, infrastructure delivery, and neighborhood compatibility,

I respectfully request that the Council postpone approval of the Willow Place PUD until impact fee revenues are quantified and tied to specific capital improvement projects, transportation and emergency service impacts on Bellin Road, Broadway, and Pancheri are fully documented; and density transition and neighborhood compatibility findings are clearly articulated and enforceable.

In closing, this request is not anti-growth. It is a request for thoughtful, lawful, and equitable planning that respects both future residents and those who already call this neighborhood home.

Thank you for your time, your consideration, and your service to the residents of Idaho Falls.

Respectfully submitted,
David Rocknak
Idaho Falls Resident and Taxpayer

1. Setback variance reduces front yard privacy. The reduction <25 feet depart from the R-1 standard and narrows the street-front buffer, possibly diminishing the visual and privacy buffer for adjacent homes.
2. Loss of established rear yard access for neighbors to the west of the site.
3. Inadequate screening for existing adjacent properties. The proposed <20-foot spacing of evergreen tree buffers may not sufficiently block sightlines into their homes.
4. Two-story height impacts the neighborhood character. The two-story dense design introduces a more vertical profile than the bordering single-family homes that are adjacent to the property.
5. Potential stormwater and drainage issues. The existing gravity drainage that at Belling and Plommon already struggles with moving storm water, leaving the intersection flooded and requiring the City to send street department personnel to remediate on a seasonal basis.
6. The storm pond alternate use of a playground, hidden within the rear area of the property does not convey usefulness to the surrounding community, and could compromise the ponds primary flood-control function.
7. The density calculation (1.815 acres for 14 units leaves no margin for error, and slight measurement discrepancies could push the project over the allowable density.
    a. The height allowance hinges on a setback height tradeoff; that is not spelled out in the ordinance.
8. **Traffic study.** The most recent published traffic study conducted by the City of Idaho Falls was in 2019. Since that study, the immediate area has seen significant development, increasing foot and vehicle traffic to a feeder road that is a two-lane roadway both to the east and north of this project. See the Google Earth attachments provided.
    a. Westside Elementary morning drop off increases traffic both on Bellin and Newman.
    b. Westside morning kindergarten pickup increases traffic on Bellin, Newman and Bluebird Lane.
    c. Westside afternoon kindergarten pickup increases traffic on Bellin, Newman and Bluebird Lane.
    d. Westside afternoon all grades pickup increases stopped traffic from their parking lot, east onto Newman, and continuing North onto Bellin, with parent using the two lane Bellin Road area as a temporary parking lot waiting for children to be released, forcing traffic traveling South to move into the oncoming lane of traffic to move past Newman Drive

* John Johnson

Provided during hearing

e. INL traffic coming out of the neighborhood in the mornings traveling to the bus depot on Bellin near Maverick.
f. INL traffic coming into the neighborhood in the evenings traveling from the bus depot on Bellin near Maverick.
g. The two-lane roadway (Old Butte Road) from Broadway to Pancheri, and Pancheri to Bellin, both north and south, are not suited for current traffic flow, and the increase of possibly 42 additional vehicles within 400 feet of this project further encumbers traffic flow, particularly during the Eagle Rock and Skyline starting and ending times. As well as the INL bus return, end of day timeline.

9. **Parking.** Planned overflow parking may not be sufficient as planned, pushing the additional parking out onto the street, competing with limited parking spaces, that will compete with the two churches during the week. Existing examples of this problem can be seen at the Pioneer Crossing development on Pioneer Road. Also the existing development on St. Clair, between 25th street and Dwight as well as a similar development on Rippen Road off of Call Avenue.
10. The street name is not consistent with existing Swedish street names. The exception is Bluebird Lane, which requires further explanation. It used to be a Swedish name, but sounded risqué, so it was later changed to Bluebird.

Development Concerns – Summary

1. Setbacks & Privacy

- **Front-yard setback** – The proposed < 25 ft setback falls short of the R-1 standard, narrowing the street-front buffer and reducing visual/privacy protection for neighboring homes.
- **Rear-yard access** – Loss of an established rear-yard access route for the homes west of the site.
- **Screening** – Evergreen tree buffers of only < 20 ft may not adequately block sightlines into adjacent properties, providing insufficient screening.

2. Building Height & Neighborhood Character

- **Two-story height** – Introducing a two-story, denser building creates a vertical profile that conflicts with the predominantly single-family homes surrounding the property, potentially altering the neighborhood's character.

3. Storm-water & Drainage

- **Existing drainage strain** – The current gravity-drain system at Bellin and Plommon already struggles to move storm water, leading to seasonal flooding that requires city crews to intervene.
- **Storm-pond alternate use** – The plan to locate a playground within the rear of the storm pond raises concerns about compromising the pond's primary flood-control function and its perceived usefulness to the community.

4. Density & Height Allowance

- **Density calculation** – At 1.815 acres for 14 units, there is virtually no margin for error; minor measurement discrepancies could push the project over the allowable density limit.
- **Height-setback trade-off** – The height allowance depends on a setback-height trade-off that is not clearly defined in the ordinance, creating uncertainty about compliance.

5. Traffic Impacts

- **Outdated traffic study** – The most recent city-published traffic study (Idaho Falls) dates to 2019. Since then, significant development has increased both pedestrian and vehicular traffic on the nearby two-lane feeder roads (east and north of the site).
- **School-related traffic** – Westside Elementary generates additional traffic:

- Morning drop-off: Bellin & Newman
- Morning kindergarten pickup: Bellin, Newman, Bluebird Lane
- Afternoon kindergarten pickup: same streets
- Afternoon all-grades pickup: adds stopped traffic from the school lot onto Newman, then north onto Bellin; parents often use Bellin Road as a temporary parking area, forcing southbound traffic into the oncoming lane.

- **INL bus traffic** – Morning inbound traffic from the INL bus depot (near Maverick) travels onto Bellin; evening outbound traffic returns the same way.
- **Road capacity** – Old Butte Road (Broadway ↔ Pancheri and Pancheri ↔ Bellin) is a two-lane corridor that is already ill-suited for current volumes. An estimated 42 additional vehicles within 400 ft of the project would further congest the roadway, especially during peak times (Eagle Rock & Skyline school start/end times and INL bus schedules).

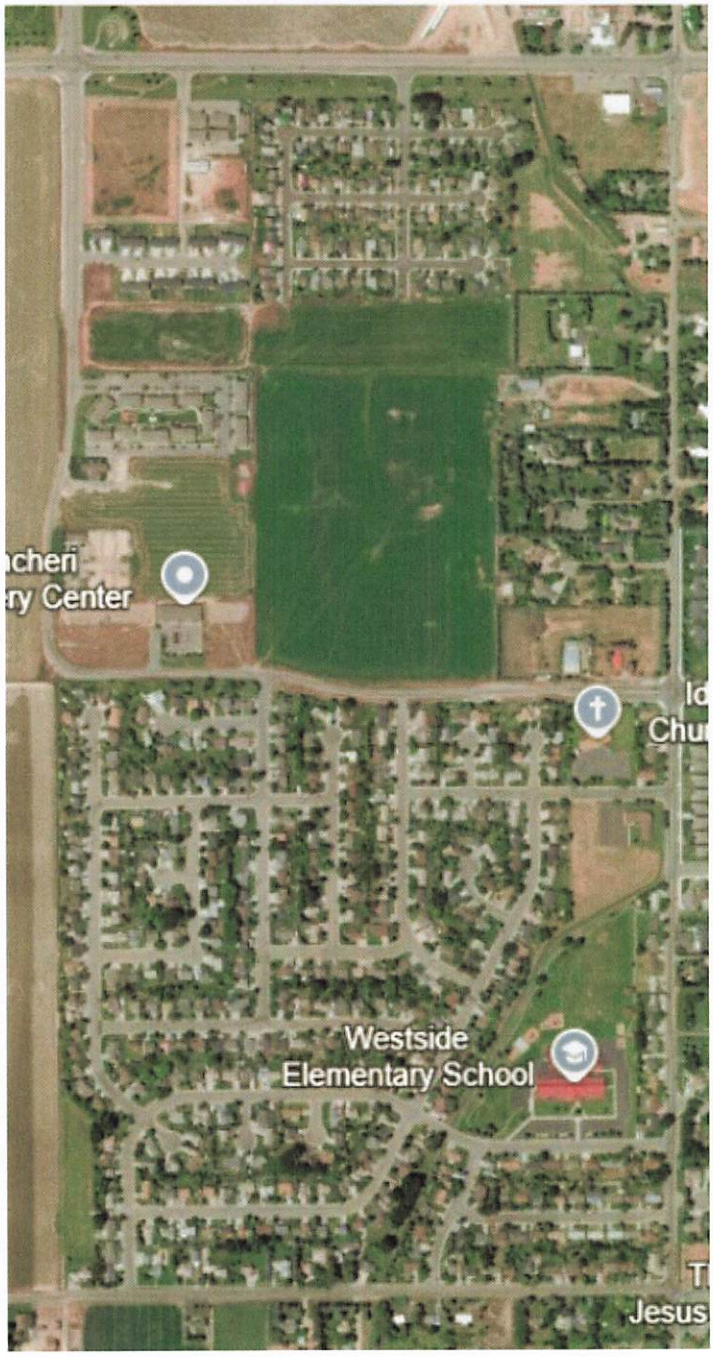
6. Parking

- **Overflow parking** – The planned overflow parking may be insufficient, pushing extra cars onto the street. This would compete with limited on-street parking already used by two nearby churches.
- **Comparable sites** – Similar parking pressures have been observed at:
  - Pioneer Crossing development (Pioneer Road)
  - The St. Clair development (between 25th St. and Dwight)
  - The Rippen Road development (off Call Avenue)

Historical Imagery < Jun 23, 2017 > >|



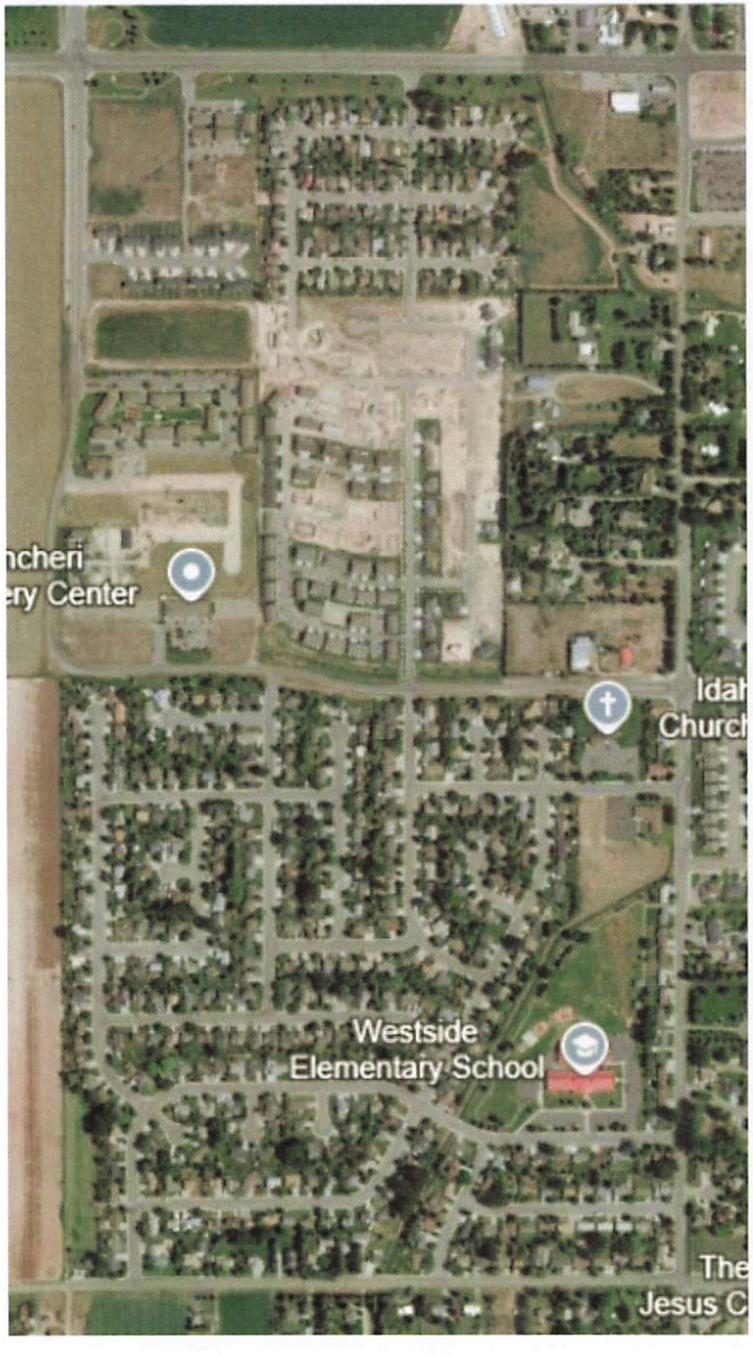
Historical Imagery < Oct 25, 2019 > >|



Historical Imagery < Oct 22, 2020 > >|



Historical Imagery < Jun 7, 2021 > >|



Historical Imagery < Jul 23, 2022 > >|



Memorandum

File #: 26-36 **City Council**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, January 28, 2026
DEPARTMENT: Public Works

Subject
Bid Award - Water Line Replacements 2026 - Highland Park

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Suncore Construction & Material, Inc., in the amount of $1,307,924.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Wednesday, January 28, 2026, bids were received and opened for the Water Line Replacements 2026 - Highland Park project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to replace water main line within the Highland Park subdivision.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by investing in improvements to our water system.

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

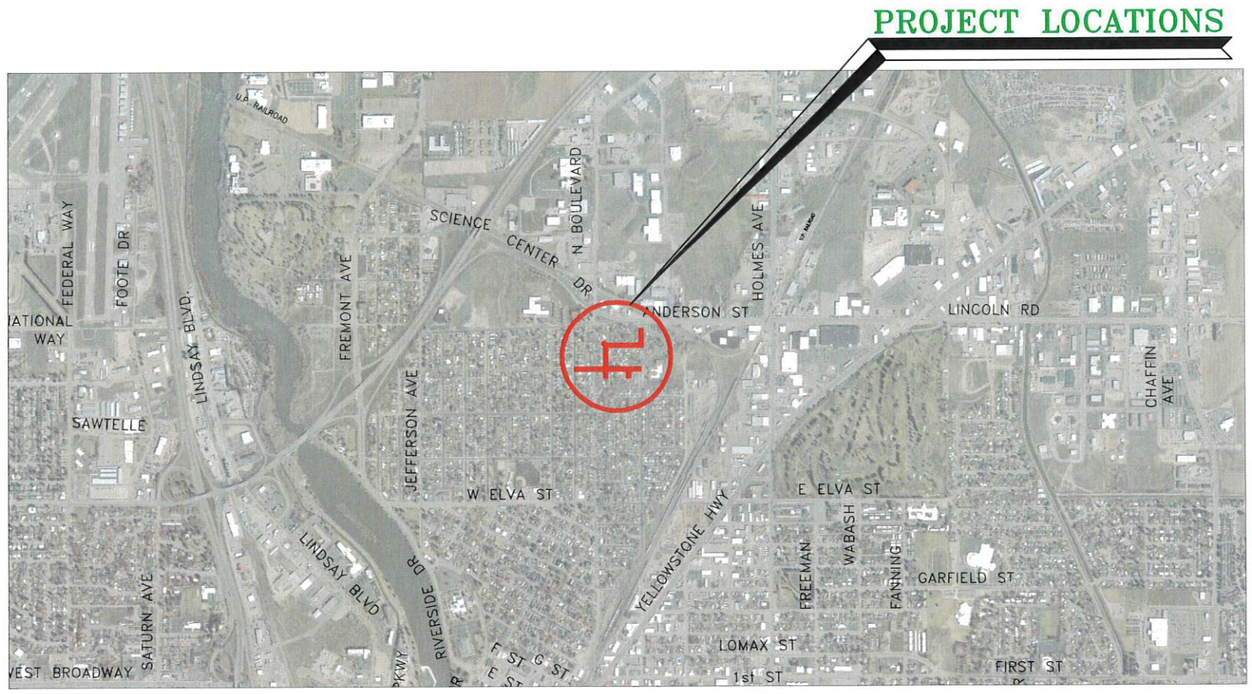
Fiscal Impact
Funding for this project will come from Water Division funds. Sufficient funding and budget authority exist for completion of the proposed improvements.

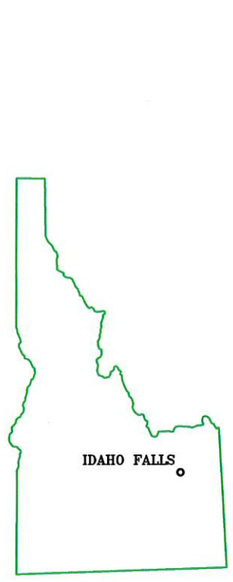
Legal Review

The Legal Department reviewed the bid process and concurred that the Council's action is compliant with the Idaho State Statute.

WTR-2026-04
2026-015

WATER LINE REPLACEMENTS 2026 – HIGHLAND PARK
CITY PROJECT # WTR-2026-04





MAYOR
Lisa Burtenshaw

CITY COUNCIL

Michelle Ziel-Dingman
Brandon Lee
Kirk Larsen
Jim Francis
John B. Radford
Jim Freeman

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
Chris H Fredericksen, P.E.

CITY ENGINEER
Jon Knowles, P.E.

2026

PROFESSIONAL ENGINEER
REGISTERED
14787
01/14/2026
STATE OF IDAHO
JONATHAN W. KNOWLES

AS BUILT DATE | BY: ____ / ____

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

WATER LINE REPLACEMENTS
2026 – HIGHLAND PARK
TITLE PAGE

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
CW	AW	1/14/2026	1 OF 14

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City of Idaho Falls

Engineering Division

Engineer's Estimate

Project: Water Line Replacements 2026 - Highland Park ***Number:*** ----WTR-2026-04

Submitted: Jon Knowles, PE ***Date:*** January 28, 2026

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Suncore Construction & Material, Inc.		3H Construction LLC		Knife River Corporation		HK Contractors, Inc	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 200 - EARTHWORK												
201.4.1.D.1	Removal of Sidewalk	452	SY	$35.00	$15,820.00	$19.50	$8,814.00	$40.00	$18,080.00	$39.00	$17,628.00	$32.50	$14,690.00
201.4.1.E.1	Removal of Curb and Gutter	1678	LF	$20.00	$33,560.00	$10.00	$16,780.00	$20.00	$33,560.00	$9.00	$15,102.00	$9.00	$15,102.00
201.4.1.G.1	Removal of Hydrant	3	EA	$2,500.00	$7,500.00	$2,040.00	$6,120.00	$1,500.00	$4,500.00	$850.00	$2,550.00	$1,000.00	$3,000.00
201.4.1.H.1	Removal of Concrete	113	LF	$35.00	$3,955.00	$13.00	$1,469.00	$30.00	$3,390.00	$8.00	$904.00	$20.75	$2,344.75
202.4.1.A.1	Excavation	5625	CY	$30.00	$168,750.00	$17.90	$100,687.50	$25.00	$140,625.00	$33.00	$185,625.00	$21.00	$118,125.00
	DIVISION 300 - TRENCHING												
302.4.1.B.1	Rock Excavation	400	LF	$180.00	$72,000.00	$97.50	$39,000.00	$200.00	$80,000.00	$120.00	$48,000.00	$210.00	$84,000.00
	DIVISION 400 - WATER												
401.4.1.A.1.a	Water Main Pipe – Size 4"	85	LF	$90.00	$7,650.00	$80.00	$6,800.00	$120.00	$10,200.00	$48.00	$4,080.00	$139.50	$11,857.50
401.4.1.A.1.b	Water Main Pipe – Size 6"	299	LF	$100.00	$29,900.00	$80.00	$23,920.00	$105.00	$31,395.00	$53.00	$15,847.00	$112.00	$33,488.00
401.4.1.A.1.c	Water Main Pipe – Size 8"	2407	LF	$80.00	$192,560.00	$80.00	$192,560.00	$65.00	$156,455.00	$58.00	$139,606.00	$107.00	$257,549.00
401.4.1.C.1	Temporary Water Service	1	LS	$100,000.00	$100,000.00	$38,000.00	$38,000.00	$162,400.00	$162,400.00	$60,000.00	$60,000.00	$116,659.00	$116,659.00
402.4.1.A.1.a	Gate Valve – Size 4"	1	EA	$1,000.00	$1,000.00	$1,215.00	$1,215.00	$800.00	$800.00	$1,200.00	$1,200.00	$813.00	$813.00
402.4.1.A.1.b	Gate Valve – Size 6"	2	EA	$1,200.00	$2,400.00	$1,300.00	$2,600.00	$1,200.00	$2,400.00	$1,350.00	$2,700.00	$810.00	$1,620.00
402.4.1.A.1.c	Gate Valve – Size 8"	15	EA	$1,500.00	$22,500.00	$1,385.00	$20,775.00	$1,200.00	$18,000.00	$1,500.00	$22,500.00	$950.00	$14,250.00
403.4.1.A.1.a	Hydrant, Type Fire	6	EA	$3,100.00	$18,600.00	$4,650.00	$27,900.00	$3,200.00	$19,200.00	$4,000.00	$24,000.00	$4,300.00	$25,800.00
403.4.1.A.1.b	Hydrant, Type Flush	3	EA	$3,100.00	$9,300.00	$2,150.00	$6,450.00	$3,000.00	$9,000.00	$3,500.00	$10,500.00	$4,720.00	$14,160.00
404.4.1.A.1	Water Service Connection, Size 1"	1	EA	$5,000.00	$5,000.00	$950.00	$950.00	$1,500.00	$1,500.00	$2,225.00	$2,225.00	$2,650.00	$2,650.00
404.4.1.B.1.a	Replace Water Service, Size 1"	49	EA	$5,000.00	$245,000.00	$3,250.00	$159,250.00	$3,450.00	$169,050.00	$4,400.00	$215,600.00	$7,805.00	$382,445.00
404.4.1.B.1.b	Replace Water Service, Size 1.5"	1	EA	$5,100.00	$5,100.00	$3,750.00	$3,750.00	$9,000.00	$9,000.00	$4,400.00	$4,400.00	$7,435.00	$7,435.00
404.4.1.B.1.c	Replace Water Service, Size 2"	1	EA	$5,400.00	$5,400.00	$4,250.00	$4,250.00	$10,000.00	$10,000.00	$4,400.00	$4,400.00	$6,875.00	$6,875.00
	DIVISION 600 - CULVERTS & STORM DRAINS												
602.4.1.F.1	Catch Basin – Type IV 2'X3'	1	EA	$4,500.00	$4,500.00	$5,125.00	$5,125.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$3,500.00	$3,500.00
	DIVISION 700 - CONCRETE												
706.4.1.A.7	Curb and Gutter, Type Standard	1678	LF	$70.00	$117,460.00	$51.00	$85,578.00	$72.00	$120,816.00	$78.00	$130,884.00	$74.00	$124,172.00
706.4.1.B.1	Concrete Valley Gutters	113	LF	$95.00	$10,735.00	$86.00	$9,718.00	$200.00	$22,600.00	$190.00	$21,470.00	$142.50	$16,102.50
706.4.1.E.1.a	Concrete Sidewalks, thickness 4"	193	SY	$150.00	$28,950.00	$145.00	$27,985.00	$95.00	$18,335.00	$170.00	$32,810.00	$125.00	$24,125.00
706.4.1.E.1.b	Concrete Sidewalks, thickness 5"	258	SY	$190.00	$49,020.00	$210.00	$54,180.00	$120.00	$30,960.00	$265.00	$68,370.00	$230.00	$59,340.00
	DIVISION 800 - AGGREGATES & ASPHALT												
801.4.1.A.1	6" Minus Uncrushed Aggregate Base	2330	CY	$50.00	$116,500.00	$34.00	$79,220.00	$32.00	$74,560.00	$50.00	$116,500.00	$58.25	$135,722.50
802.4.1.A.1	Crushed Aggregate for Base Type 1	2330	CY	$70.00	$163,100.00	$49.00	$114,170.00	$48.00	$111,840.00	$76.00	$177,080.00	$70.00	$163,100.00
810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	1939	TON	$140.00	$271,460.00	$110.00	$213,290.00	$125.00	$242,375.00	$135.00	$261,765.00	$125.00	$242,375.00
	DIVISION 1000 - CONSTRUCTION STORMWATER BMP's												
1001.4.1.A.1	Sediment Control	1	LS	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00	$20,058.05	$20,058.05
	DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING												
1105.4.1.F.1	Remove and Replace Traffic Sign	2	EA	$1,200.00	$2,400.00	$700.00	$1,400.00	$2,000.00	$4,000.00	$2,450.00	$4,900.00	$2,880.00	$5,760.00
	DIVISION 2000 - MISCELLANEOUS												
2030.4.1.A.1	Manhole, Adjust to Grade	9	EA	$1,500.00	$13,500.00	$1,200.00	$10,800.00	$1,500.00	$13,500.00	$1,500.00	$13,500.00	$2,355.00	$21,195.00
2050.4.1.C.1	Subgrade Separation Geotextile, Type 2	13947	SY	$3.00	$41,841.00	$2.50	$34,867.50	$3.00	$41,841.00	$3.00	$41,841.00	$2.10	$29,288.70
	SPECIAL PROVISIONS												
S0605	Inlet Box (Frame & Grate Only)	3	EA	$1,500.00	$4,500.00	$2,600.00	$7,800.00	$2,500.00	$7,500.00	$2,500.00	$7,500.00	$7,089.00	$21,267.00
	TOTAL				**$1,779,961.00**		**$1,307,924.00**		**$1,587,882.00**		**$1,688,987.00**		**$1,978,869.00**

Memorandum

File #: 26-60 **City Council**

FROM: Mayor Lisa Burtenshaw
DATE: Tuesday, February 10, 2026
DEPARTMENT: Mayor's Office

Subject
Appointment of the new Fire Chief

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
After an extensive search process, I recommend Johan Olson for appointment as the new Fire Chief for the Idaho Falls Fire Department. I believe Chief Olson's perspective and vision is what we need to ensure the fire department can meet future challenges.

Description, Background Information & Purpose

Chief Olson brings years of prior experience at the Idaho Falls Fire Department, combined with broad leadership experience and a commitment to public service. Olson started his firefighting career at the Idaho Falls Fire Department, where he served from 2007 to 2021. He then served as Assistant Fire Chief for the Buckley Fire Department. He currently serves as Deputy Fire Chief for the Grand Junction Fire Department. He holds a master's degree in emergency management and a bachelor's degree in fire administration, along with multiple associate degrees and numerous professional certifications. During his career, Olson has demonstrated he can lead complex operations, support firefighter development and engage in meaningful ways with the community.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

Johan Olson's appointment as the City's next Fire Chief supports the objective of a safe and secure community-oriented result

Interdepartmental Coordination

The recruitment and interview process included collaboration and coordination with City departments.

Fiscal Impact

The financial resources necessary to support the appointment of a new Fire Chief are included in the Idaho Falls Fire Department's budget.

Legal Review

N/A

JOHAN P OLSON

[redacted]
[redacted]

[redacted]
Grand Junction, CO 81501

OBJECTIVE

To progress in my career and find new ways to positively influence the fire service and my community.

EXPERIENCE

Deputy Fire Chief of Grand Junction Fire Department, 2024 - Present

- Management of the Fire Department's Operations
- Participating within the County Emergency Management Team
- Participating in public outreach
- Developing strategic plan
- Manages multiple division with operations (Training, EMS, Tech-Teams, HazMat)

Assistant Fire Chief of Buckley Fire Department, 2021 - 2024

- Management of the Fire Department's Operations
- Participating within the County Emergency Management Team
- Type 3 Incident Management Team built from Pierce County officials
- Develop/maintaining training program / Training schedule
- Participating in public outreach and fund-raising events
- Performs as the City Emergency Manager

Captain/EMT (Move-up Batt Chief) for Idaho Falls Fire Department, 2007—2021

- Protecting of life and property in the community
- Training for and participating in a wide variety of emergencies
- Participating in multiple committees (Safety, Training, SOG)
- Part of multiple special teams (Swift water, HazMat, ARFF)
- HazMat Assistant team lead & State HazMat instructor
- Swift water team lead
- Performed every rank from Firefighter to Battalion Chief.

Heavy Equipment Operator, US Army Corps of Engineers, Enumclaw WA

2001-2007

Firefighter, City of Buckley Fire Department, Buckley, WA

2001-2007

EDUCATION

- Masters in Emergency Management
- Bachelor's degree in Fire Administration, Columbia Southern University
- AAS Degree in Fire Science from Bellevue Community College
- AA Degree from Green River Community College

CERTIFICATIONS

IFSAC Fire Officer I, IFSAC Firefighter II, IFSAC Instructor I, IFSAC Driver Operator, IFSAC Firefighter I, EMT (Exp), Hazardous Materials, Multi Comp Operations, Search and Rescue CO-OP, Basic Fire Investigation IS: 240B, 241B, 242B, 700, 703, S: 215, 290, 230, 231, ICS: 100, 200, 300, 400, 800, Swift water Tech 1, 2, & Instructor, HazMat Tech, Command and Control of Incident Operations, Fire Prev. Organization & Management, Application of Fire Research, Planning & Operations section Chief.

COMMUNITY INVOLVEMENT

- Coaching elite tournament basketball for 10 years (Girls and Boys)
- Head coach of a youth tackle football team for 3rd, 4th, 5th, 6th, 7th, & 8th grade. (8 years of experience)
- Consultant for other coaches
- Student outreach programs between schools and fire department
- Consistent service projects through church or fire department.

Memorandum

File #: 26-54 **City Council**

FROM: Catherine McClure, Economic Development Administrator
DATE: Thursday, February 5, 2026
DEPARTMENT: Mayor's Office

Subject
Agreement with Idaho Falls Downtown Development Corporation

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the agreement with the Idaho Falls Downtown Development Corporation to provide management services for the Business Improvement District, and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This agreement retains IFDDC to continue providing management services for the Business Improvement District (BID) for fiscal year 2025/2026. The term of the agreement is October 1, 2025 through September 30, 2026. Compensation with be 98% of total BID revenue, paid in two equal installments based on the tax revenue's collected. It is IFDDC's responsibility to hold public meetings, and manage revenue projections, record keeping, and district administration.

Alignment with City & Department Planning Objectives



☒ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Strong partnerships with organizations like the Idaho Falls Downtown Development help support the community-oriented result of economic growth and vibrancy.

Interdepartmental Coordination

N/A

Fiscal Impact

The money collected for the BID are passed to the IFDDC per the agreement.

Legal Review

The Agreement was prepared by the office of the City Attorney.

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("AGREEMENT"), entered into on this _____ day of _____, 2026, by and between the CITY OF IDAHO FALLS, State of Idaho, a municipal corporation, ("CITY") P. O. Box 50020, Idaho Falls, Idaho 83405, and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho non-profit corporation, 381 Shoup Avenue, Idaho, 83402, ("IFDDC" and, collectively with CITY, the "PARTIES").

WITNESSETH:

WHEREAS, the CITY, pursuant to Ordinance No. 3125 (the "Ordinance"), as authorized by Idaho Code Section 50-2601, *et seq.,* did establish a Business Improvement District, hereinafter referred to as the "DISTRICT," and

WHEREAS, IFDDC was organized and established for the purpose of revitalizing the Idaho Falls Downtown area and operates primarily within the boundaries of the DISTRICT as established by the Ordinance, and

WHEREAS, IFDDC is willing to and is capable of providing certain administration and management services to the CITY regarding operation of the DISTRICT;

NOW, THEREFORE, for good and valuable consideration set forth herein, the PARTIES agree as follows:

1. Pursuant to Idaho Code Section 50-2611, the CITY hereby retains IFDDC to provide certain management services as set forth in Exhibit A attached hereto, regarding the management and operation of the DISTRICT. IFDDC warrants it has adopted By-Laws necessary to fulfill the terms of this AGREEMENT and further covenants such administration complies with all

applicable provisions of state and local law including, but not limited to, Chapter 26, Title 50, of the Idaho Code.

2. The principal office of IFDDC and registered agent thereof is presently located at 381 Shoup Avenue, Idaho Falls, Idaho 83402, and all notices required by this AGREEMENT to be sent to IFDDC shall be mailed to such office or such other address designated in writing by IFDDC to the CITY.

3. On or before May 1, 2026, IFDDC shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives and expenditures of the DISTRICT for the 2025/2026 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the Ordinance and all persons who own or operate businesses within the DISTRICT. IFDDC shall mail a written notice of the meeting stating the date, time, place and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2026, IFDDC shall provide to the CITY a projection of anticipated revenues and recommended expenditures of the DISTRICT for the 2025/2026 fiscal year of the CITY. IFDDC shall also establish and identify goals, objectives, projects and marketing and advertising campaigns for which Business Improvement District ("BID") revenues are to be utilized and shall simultaneously submit such information to the CITY. The Idaho Falls City Council shall thereafter review such reports and recommendations and provide any comments or exceptions to IFDDC.

5. Upon receipt by the CITY of any appeal of any BID member of his or her assessment pursuant to Section 30 of the Ordinance, the CITY may forward the same to IFDDC. Upon receipt

of such appeal, IFDDC shall forthwith review the appeal and make recommendations to the Idaho Falls City Council regarding an appropriate disposition of the appeal.

6. IFDDC shall keep correct and complete books and records of accounts, shall keep minutes of the regular and special meetings of the Board of Directors of IFDDC and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of IFDDC may be inspected by the CITY or its agents for any proper purpose at any time during normal business hours.

7. In consideration of the management services provided to the CITY by IFDDC, the CITY agrees to pay IFDDC according to the following:

a. CITY will pay IFDDC ninety-eight percent (98%) of the total revenue from the current year's assessed values of the BID. IFDDC will invoice CITY for this amount in two equal payments. IFDDC will submit the first invoice on or before February 28, 2026, and the second invoice on or before August 30, 2026. CITY shall pay each invoice within thirty (30) days after the invoice is due as set forth in this paragraph.

b. If, after reconciliation of funds, there is any revenue remaining in the BID account, IFDDC may invoice the CITY a third time for the remaining balance of the funds. CITY shall pay this invoice within thirty (30) days of receiving the invoice.

c. IFDDC shall submit all invoices via email to the City of Idaho Falls Economic Development and Government Affairs office.

In the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then the CITY and IFDDC shall be released from any and all monetary obligations hereunder and this AGREEMENT shall be deemed null and void.

8. IFDDC shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of the DISTRICT.

9. The CITY shall be responsible for billing and collecting all BID assessments and accounting for all revenues to and expenditures of the DISTRICT in collaboration with the County.

10. The term of this AGREEMENT shall commence on October 1, 2025, nunc pro tunc, and shall terminate on September 30, 2026. The PARTIES may renew this AGREEMENT by mutual consent provided notification of the desire to renew this contract shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding contract term.

11. IFDDC agrees that all records created as part of IFDDC's day-to-day business performance of the AGREEMENT shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22. The records of IFDDC that do not pertain to its day-to-day business performance of this AGREEMENT shall not be considered public records under this Paragraph unless otherwise required by law.

12. This AGREEMENT may be modified or amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

13. Each individual executing this AGREEMENT on behalf of a PARTY hereto represents and warrants that he or she is duly authorized to execute and deliver this AGREEMENT on behalf of said PARTY in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the PARTY, and that this AGREEMENT is binding upon said PARTY in accordance with its terms.

14. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and IFDDC employs ten (10) or more persons, IFDDC 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.

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

16. Pursuant to Idaho Code § 67-2359, IFDDC certifies that IFDDC 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.

17. Whenever used in this AGREEMENT and when required by the context, the singular number shall include the plural, gender shall include the masculine, feminine and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships or other lawful associations of any kind.

18. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Idaho..

19. IFDDC agrees that it 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.

ATTEST:

CITY OF IDAHO FALLS

_____
Emily Geisler, City Clerk

By: _____
Lisa M. Burtenshaw, Mayor

IFDDC

By: Kerry Hammon
Kerry Hammon, Executive Director

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2026, before me, the undersigned, a notary public for Idaho, personally appeared Lisa M. 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 he is authorized to execute the same for and on behalf of said City.

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

_____
Notary Public for State of Idaho

Residing at Idaho Falls, Idaho
(Seal) My Commission Expires: _____

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2026, before me, the undersigned, a notary public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of the Idaho Falls Downtown Development Corporation.

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

_____
Notary Public for State of Idaho

Residing at Idaho Falls, Idaho
(Seal) My Commission Expires:_____

Exhibit A

Idaho Falls Downtown Development Corporation

Mission:
Idaho Falls Downtown Development Corporation ("IFDDC") advances our historical downtown as the regional center for commerce, culture and leisure activities for residents and visitors.

Organization:
The Idaho Falls Downtown Development Corporation is a non-profit 501(c)(6) organization. A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the second Tuesday of every month at 9:00 a.m. at the Idaho Falls Arts Council.

Objectives:
1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fund raising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice-president, secretary and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants and operations of IFDDC.

Goals:
Branding Downtown
Business Recruitment & Retention
Increase Downtown Visitors & Shoppers
Community Feel Among Merchants & Building Owners
Improve Broadway Corridor
Identify Infrastructure Improvements

Downtown Projects:
Public Art
Power line undergrounding in conjunction with Idaho Falls Power
Installing additional downtown parking signs
Repairing and/or replacing damaged or misaligned downtown sidewalk pavers

Marketing and Advertising Campaigns:
The Idaho Falls Downtown Development Corporation is promoting the existing events and optimizing them with a goal of more engagement and sponsorship opportunities. These events market the downtown businesses and area to those who attend and bring foot traffic to downtown. We will continue the Downtown Gift Certificate program which can be

used throughout downtown. We have secured two additional marketing agreements to increase our marketing efforts. Sandhill Media is now our local media partner who will help promote family-oriented downtown events throughout the year. We renewed a previous trade agreement with Centre Twin, allowing IFDDC to advertise on their movie screens every month. This is a value add for IFDDC and for event sponsorships. The Centre Twin also provided IFDDC with four date-night movie packages every month to use for promotions as determined by IFDDC.

The events that IFDDC will host in 2026 include: *(Additional events may be added as opportunities arise.)*

- St. Paddy's Day on Park Avenue
- Find the Easter Bunny & the adult Easter Hop Pub Crawl
- Benefit Your Body on Broadway
- Teen Back to School Downtown Disco
- Ladies' Shopping Days
- Octoberfest
- Find the Tricky Skeleton & the adult Crawl-O-Ween pub crawl
- Tree Lighting & Holiday Market
- Find Santa's Puppy & the adult Bad Santa Pub Crawl

2026 IFDDC Staff Goals:

- Training and staff development for new IFDDC employees
- Develop a Policy & Procedure Manual
- Review and update all agreements
- Prioritize IFDDC functions
- Improve staff efficiency by updating processes and systems, moving toward a paperless office environment and online project management tools.
- Increase security of IFDDC assets, such as purchasing password-protecting systems
- Improve communication with downtown merchants and survey stakeholders to identify common themes and set goals and priorities
- Educate and inform stakeholders about the renewal of the 2027 Downtown Idaho Falls Business Improvement District, including processes, options, and historical data.
- Align IFDDC's goals with goals of the City of Idaho Falls, Board of Directors, and property/business owners.
- Optimize current events and continuously evaluate their relevance, impact, and needed improvements.
- Right-size beautification efforts to keep expenses within the current budget, accounting for increased labor and material costs using the current BID revenue stream that has not increased. Secure more sponsorships to pay for a portion of the costs associated with beautification.

Memorandum

File #: 26-57 **City Council**

FROM: Catherine McClure, Economic Development Administrator
DATE: Thursday, February 5, 2026
DEPARTMENT: Mayor's Office

Subject
IFDDC Parking Program MOU

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Memorandum of Understanding with the Idaho Falls Downtown Development Corporation (IFDDC) to manage downtown parking as the downtown enforcement organization, and to authorize Mayor and the City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

IFDDC has managed parking in the downtown district, and this memorandum of understanding will renew that agreement. This agreement novates the prior parking agreement and authorizes IFDDC to manage downtown parking as the downtown enforcement organization. The cost of the service is $92,200. The MOU is effective upon execution through September 31, 2026, with an automatic renewal and a provision for termination with a six-month written notice.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Partnerships with organizations like the IFDDC support the community-oriented result of economic growth and vibrancy.

Interdepartmental Coordination

N/A

Fiscal Impact

The funds for the parking management agreement were included in the FY26 budget.

Legal Review

The City Attorney prepared the agreement.

MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION

THIS MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION (hereinafter "MOU") is entered into this day _____ of _____, 2026, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and the Idaho Falls Downtown Development Corporation, a 501 (c)(3) Idaho non-profit corporation, 381 Shoup Ave, Ste. 207, Idaho Falls, Idaho, 83402 (hereinafter "IFDDC).

WHEREAS, the downtown area in Idaho Falls is a vital, vibrant, and important part of our community; and

WHEREAS, the commercial and business establishments in downtown thrive when there is efficient and effective and predictable parking usage; and

WHEREAS, CITY wishes to promote the downtown area and to continue exploring a different way to manage the availability of on-street and off-street parking in the area depicted in Exhibit "A" incorporated in this MOU; and

WHEREAS, the Idaho Falls Downtown Development Corporation ("IFDDC") is dedicated to the improvement and sustaining of the downtown area for commercial, business, and residential purposes; and

WHEREAS, CITY and IFDDC are of the opinion that IFDDC has the proper interest, organization, and staffing to regulate on-street and off-street parking in the downtown area; and

WHEREAS, CITY and IFDDC desire to allow IFDDC to regulate downtown parking for the term of this MOU in order to have an effective downtown parking program; and

WHEREAS, on January 25, 2024, CITY and IFDDC entered into a Memorandum of Understanding for IFDDC Parking Program Between City of Idaho Falls, Idaho, and Idaho Falls Downtown Development Corporation to provide for parking management services in CITY's downtown area (the "Prior MOU"); and

WHEREAS, CITY and IFDDC desires to novate the Prior MOU by entering into this MOU.

THEREFORE, in consideration of the mutual promises below, CITY and IFDDC agree as follows:

1.0 IFDDC's OBLIGATIONS

1.1 Scope of IFDDC'S Authority

IFDDC shall administer permits and enforcement of IFDDC parking program on CITY streets and public rights-of-way within the area in and around downtown Idaho Falls and as identified on the map incorporated into this MOU as Exhibit "A," including both sides

of the streets that form the borders of the area illustrated in Exhibit "A." Upon mutual written agreement, CITY and IFDDC may amend Exhibit "A."

1.2 IFDDC's Parking Regulations

IFDDC shall apply all relevant state and local on-street and off-street parking regulations on City streets and public rights-of-way within the downtown area, as identified on the map appropriated as Exhibit "A" through the term of this MOU. Such parking regulations include those contained in Idaho Code Title 49 and Idaho Falls City Code, especially those regulations within Idaho Falls City Code Title 9.

1.3 CITY's Jurisdiction

IFDDC acknowledges that this MOU is not intended to be construed in any way to void, limit, or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way. Neither shall this MOU be construed as granted IFDDC an exclusive right to apply or enforce on-street and off-street parking regulations in the downtown area.

1.4 Collections and Use of Revenue

CITY agrees to pay IFDDC ninety-two thousand two hundred dollars ($92,200) per year, during each year of the term of this MOU, for management and enforcement of on-street and off-street parking in the area illustrated in Exhibit "A." IFDDC shall collect revenues associated with regulation and enforcement of the IFDDC Parking Program, including collection of administrative fines and penalties related to enforcement as described in this MOU, on dedicated CITY streets, parking lots, and public rights-of-way in the area shown in Exhibit "A." IFDDC agrees that revenues generated from parking enforcement, encompassed by this MOU, shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets, public rights-of-way, public parking facilities, and public property, as directed by CITY. In the event that IFDDC's costs exceed ninety-two thousand two hundred dollars ($92,200), IFDDC may deduct reasonable costs directly attributable to enforcement or collection of parking revenue from the amount of revenue collected for and on behalf of CITY.

Nothing in this MOU precludes IFDDC from retaining monies collected in excess of IFDDC program expenses as reserve funds for future downtown parking enhancements.

1.5 Parking and Traffic Control Signs

CITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by IFDDC. IFDDC shall correct any inadequate or improper signage or markings at the direction of CITY's Director of Public Works. Any additional signage requested by IFDDC related to this MOU shall be approved by CITY Director of Public Works.

1.6 Liability Coverage Provisions

CITY is a governmental entity subject to statutory and constitutional restrictions concerning the acceptance of liability, CITY's liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment and will not be responsible for the other Party's risks or liabilities.

1.6.1 Each Party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.6.2 Subject to the limits of CITY liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, IFDDC shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by IFDDC's performance under this MOU.

1.6.3 Indemnitee shall promptly notify the IFDDC of any such claim of which it has knowledge and shall cooperate fully with IFDDC or its representatives in the defense of the same, to the extent allowed by Idaho Code and Idaho County Risk Management Program (ICRMP).

1.6.4 IFDDC's shall maintain Automobile Insurance, Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of liability of one million dollars ($1,000,000.00) Combined Single Limits. IFDDC shall provide to CITY, upon request, proof of insurance for any required coverage under this paragraph.

1.6.5 IFDDC shall indemnify, defend and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on IFDDC's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of IFDDC, or any of its agents, subcontractors, employees, invitees or guests. IFDDC, upon notice from CITY, shall defend CITY at IFDDC's expense by counsel reasonably satisfactory to CITY. IFDDC, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.7 Reporting Obligations

1.7.1 Claim Reporting. IFDDC shall provide a report to CITY of any liability or negligence claim of which it had knowledge, ad shall cooperate fully with CITY or its representatives in the defense of the same.

1.7.2 Activity Reporting. On or before June 1, 2026, IFDDC shall provide an annual report to CITY summarizing the following:

a. number of parking permits sold for CITY streets and public-rights-of-way;
b. revenue from permits sold for CITY streets and public rights-of-way;
c. revenue generated from collection of administrative fines and penalty tickets;
d. locations and amount of each ticket for parking violations on CITY streets, public property, public parking lots, and public rights-of-way; and
e. percentage of total IFDDC parking ticket revenue collected from tickets for CITY streets, public property, public parking lots, and public rights-of-way.

2.0 Grant of Authority

IFDDC employees are hereby granted the authority to issue permits and tickets or citations and to enforce CITY parking regulations on all CITY streets and public rights-of-way shown on Exhibit "A" in the manner as outlined in the Idaho Falls City Code.

3.0 General Terms

3.1 Additional Acts

Except as otherwise provided herein, the Parties to this MOU shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as any Party to the MOU may reasonably require to execute the promises in this MOU.

3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

IFDDC: Executive Director
381 Shoup Avenue, Ste. 207
Idaho Falls, ID 83402

CITY: Director of Community Development Services Department
P.O. Box 50220
Idaho Falls, ID 83405
(208) 612-8256

3.3 Term

The term of this MOU shall commence on execution of this MOU and shall end September 31, 2026. This MOU shall automatically renew upon expiration for an additional one (1) year renewal term, unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either Party may terminate this MOU by providing written notice six (6) months in advance of the proposed termination. Monies and resources paid to or collected by IFDDC shall be apportioned pro rata, at the termination of this MOU. IFDDC shall remit CITY a detailed accounting of amounts paid to IFDDC from CITY, IFDDC's costs directly incurred by IFDDC's parking management, amounts collected by IFDDC, and any money withheld by IFDDC for its costs or retained as reserve funds for future downtown parking enhancements.

3.5 Open Records and Retention

IFDDC agrees that all records created as part of IFDDC's day-to-day business performance of the MOU shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22. The records of IFDDC that do not pertain to its day-to-day business performance of this MOU shall not be considered public records under this Paragraph unless otherwise required by law.

3.6 Modification

This MOU may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.7 Headings

The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.8 Entity Authority

Each individual executing this MOU on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said Party

in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this MOU is binding upon said Party in accordance with its terms.

3.9 Nondiscrimination

IFDDC 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. In addition, IFDDC shall ensure that it administers the parking regulations and work under this MOU without discrimination 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.

3.10 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 IFDDC employs ten (10) or more persons, IFDDC 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.

3.11 Anti-Boycott of Certain Sectors

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

3.12 Certification of No Chinese Ownership

Pursuant to Idaho Code § 67-2359, IFDDC certifies that IFDDC 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.

3.13 Novation

The Parties agree that this MOU is a novation of the Prior MOU. Upon execution of this MOU, the Parties' remaining obligations under the Prior MOU shall be subsumed by the obligations in this MOU. Any past obligation under the Prior MOU existing before the execution of this MOU shall remain in effect and shall be enforceable under the terms of the Prior MOU.

ATTEST:

CITY OF IDAHO FALLS

_____
Emily Geisler, City Clerk

By: _____
Lisa M. Burtenshaw, Mayor

IFDDC

By: Larry D. Hammon

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2026, before me, the undersigned, a notary public for Idaho, personally appeared Lisa M. 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 he is authorized to execute the same for and on behalf of said City.

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

_____
Notary Public for State of Idaho

Residing at Idaho Falls, Idaho
(Seal) My Commission Expires: _____

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2026, before me, the undersigned, a notary public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of the Idaho Falls Downtown Development Corporation.

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

_____
Notary Public for State of Idaho

Residing at Idaho Falls, Idaho
(Seal) My Commission Expires:_____

Exhibit "A"


Exhibit A
0 125 250 500 750 1,000
Feet
E St
Memorial Dr
N Eastern Ave
Cliff St
S Eastern Ave

Memorandum

File #: 25-468 **City Council**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, January 21, 2026
DEPARTMENT: Municipal Services

Subject
Declaration of Intent to Value and Sell Real Property

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Pursuant to Idaho Code §50-1402, Municipal Services and Public Works Departments request Council to declare the value of city property located at 610 N. Water Avenue and authorize the Mayor and City Staff to take the necessary actions to conduct a public hearing for the auction of the property (or take other action deemed appropriate).

Description, Background Information & Purpose

This property was reviewed on Tuesday, January 20, 2026, City Council work session, in response to a city resident interested in acquiring or leasing city property located at 610 N. Water Avenue, Idaho Falls, Idaho 83402. Municipal Services researched the property and determined the property was originally purchased in 1974 as unimproved land for Public Works. Property records report the parcel was purchased by the City for $7,000. Public Works has determined this parcel is no longer needed and concurs with the recommendation to surplus this property. A residential appraisal was performed on Friday, November 28, 2025, by Brett Burton. The subject property is approximately 3,500 square feet and is suitable for a buildable lot than it would as it is currently being used as a vacant city parking lot. The property value based on the appraisal is between $53,500 - $70,000.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The auction of this property supports the good governance community-oriented result by providing sound fiscal management to surplus property that is no longer needed for city operations.

Interdepartmental Coordination

Public Works concurs with the recommendation to surplus this property.

Fiscal Impact

Based on the completed appraisal, Municipal Services is recommending a minimum bid of $53,500 due to the current condition of the property and comparable properties listed in the land appraisal report.

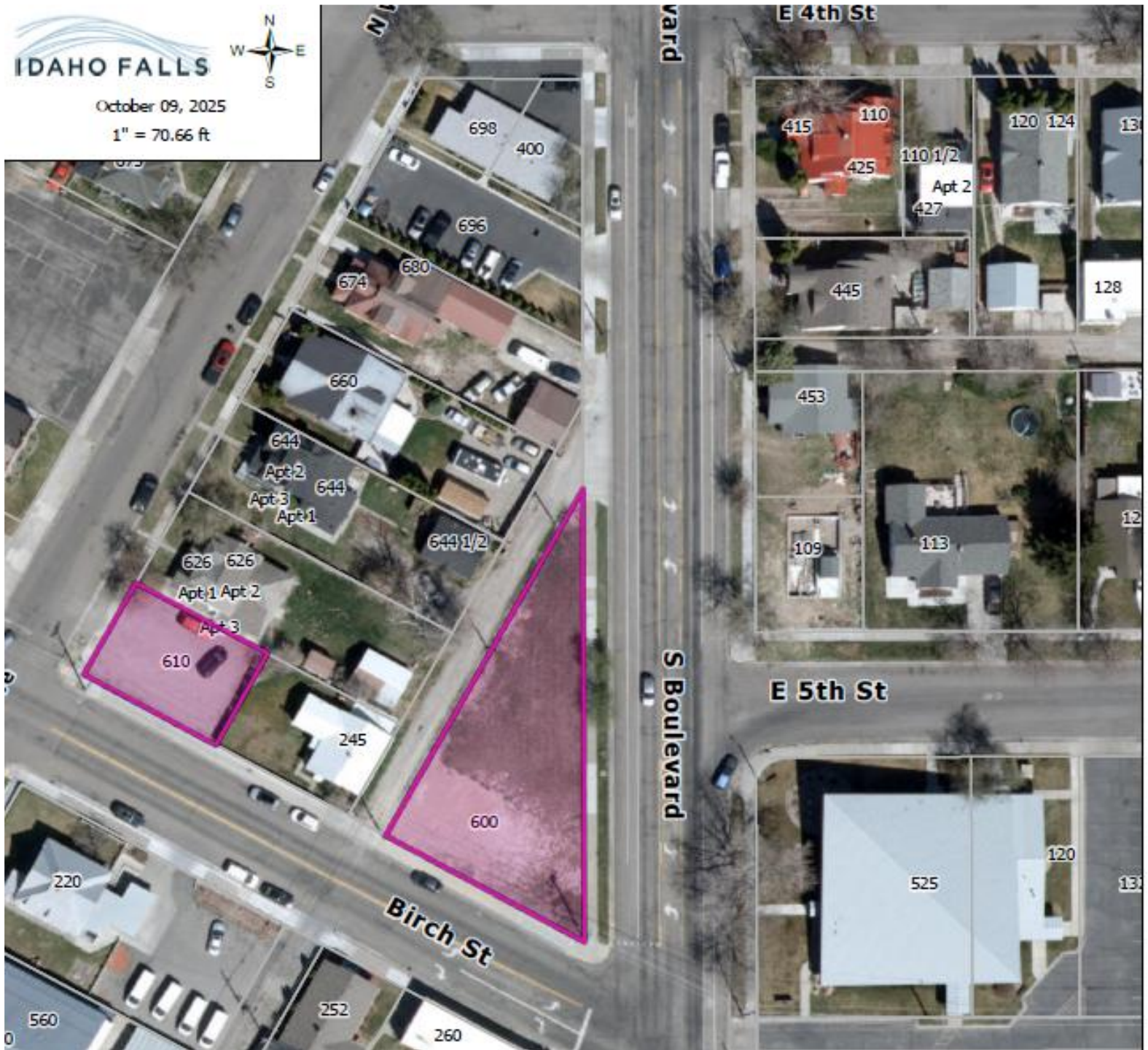
Legal Review

The Legal Department concurs that the Council action is within Idaho Code §50-1402.

City of Idaho Falls

City Property Discussion
Tuesday, January 20, 2026

IDAHO FALLS



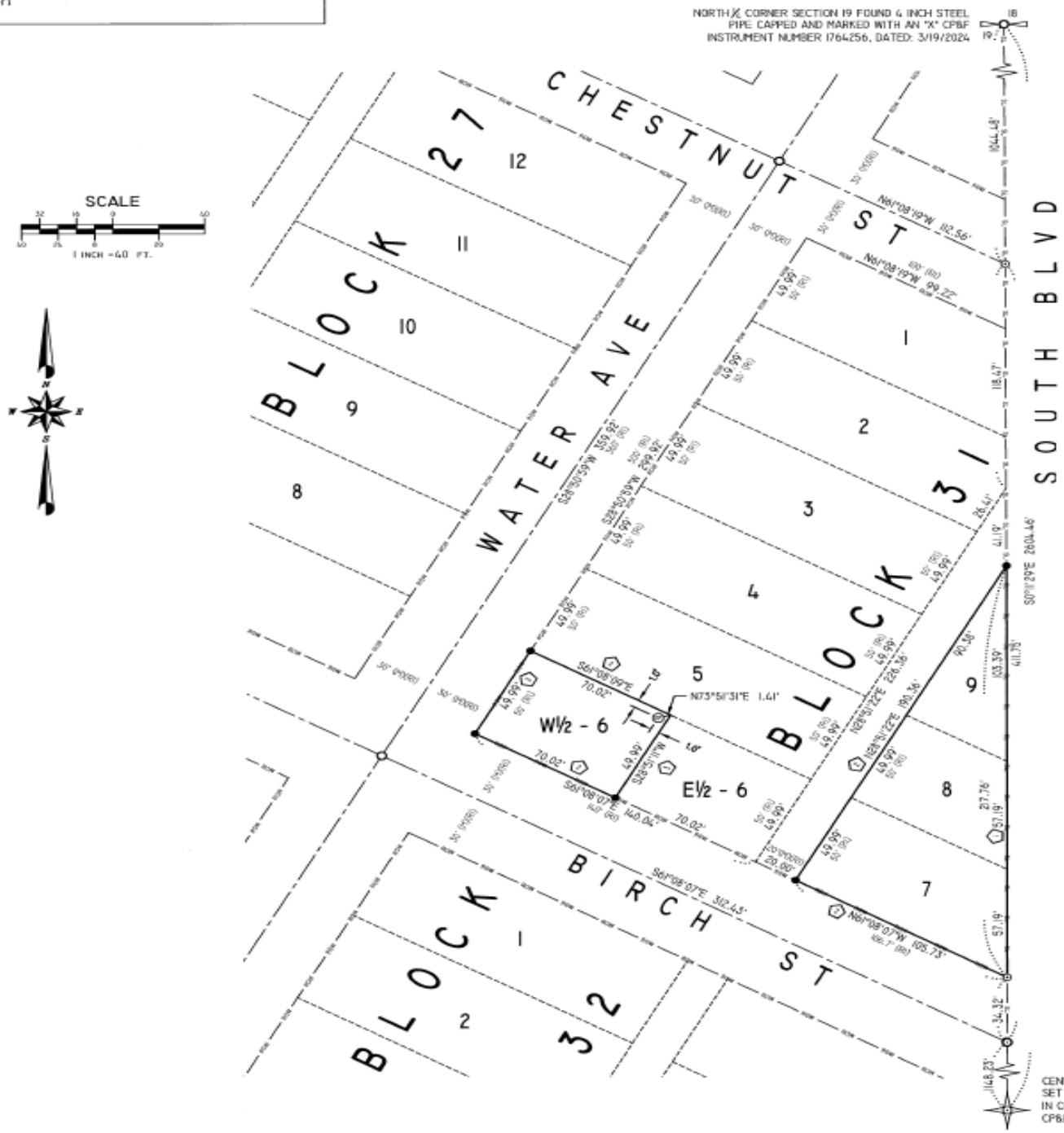
Property Description

- 610 Water Avenue.
- Purchased in 1974 for $7,000.
- Gravel Lot.
- Parking lot for Serenity Hall (600 S. Boulevard) patron use.
- Survey conducted March 2024.
- Received an inquiry call from resident October 9, 2025 (sale or lease options)
- Consulted with Public Works and Community Development Services.
- Residential appraisal in November 2025.

BONNEVILLE COUNTY, IDAHO
NORTHWEST ¼ SECTION 19, T.2 N., R.38 E., B.M.

2024

SHEET 1 OF 1



SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARY LINES OF TWO CITY OF IDAHO FALLS PARCELS. THE EASTERLY PARCEL, (LOTS 7, 8, 9, BLOCK 31, ORIGINAL TOWNSITE OF EAGLE ROCK), WAS CONVEYED BY WARRANTY DEED INSTRUMENT NUMBER 321180, AND FILED IN BOOK 147 OF DEEDS PG 569. THE WESTERLY PARCEL, (WEST 1/2 OF LOT 6, BLOCK 31 ORIGINAL TOWNSITE OF EAGLE ROCK), WAS CONVEYED BY WARRANTY DEED INSTRUMENT NUMBER 466131 AND MATCHES WITH THE ADJOINER'S TITLE DESCRIPTION, (EAST ½ OF LOT 6).

1. ESTABLISHED BY HOLDING THE MONUMENTED EAST LINE OF SECTION 19, ALSO BEING THE EASTERLY EDGE OF BLOCK 31 ORIGINAL TOWNSITE OF EAGLE ROCK.
2. ESTABLISHED BY RETRACING THE ORIGINAL SUBDIVISION LINES OF BLOCK 31, AND BY THE PRINCIPALS OF SIMULTANEOUS CONVEYANCE, EACH LOT BEING THE PROPORTIONAL REMAINDER OF THE BLOCK LESS THE FULL MEASURE OF THE STREETS AND ALLEY
3. ESTABLISHED BY HOLDING THE MIDPOINT BETWEEN THE NORTH AND SOUTH LINES OF LOT 6, BLOCK 31 TO CREATE AN EAST AND WEST HALF, AS DEFINED IN WARRANTY DEED, INSTRUMENT NUMBER 466131.

RECORD DATA SOURCES

(M) = FIELD MEASURED DATA, THAT IS DERIVED FROM RECORD DATA (RI) BELOW
(RI) = ORIGINAL TOWNSITE OF EAGLE ROCK OLD PLAT BOOK PAGE 31 -32

LEGEND

- SET 5/8 INCH IRON ROD WITH ALUMINUM CAP AS A REFERENCE POINT (RP) TO THE ACTUAL BOUNDARY CORNER, MARKED "RP" "PLS 9755"
- SET 1 INCH COPPERHEAD MONUMENT WITH MAGNET MARKED PLS 9755
- SET 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED PLS 9755
- FOUND 5/8 INCH IRON ROD WITH ALUMINUM CAP CAP MARKED PLS 9755 FOR STREET CENTERLINE MONUMENT
- RE-ESTABLISHED BOUNDARY LINE / LOT LINE (THE SUBJECT OF THIS SURVEY)
- PLSS SECTION LINE
- ROW — STREET RIGHT-OF-WAY LINE
- STREET CENTER-LINE
- SUBDIVISIONAL LOT LINE OF THE ORIGINAL TOWNSITE OF EAGLE ROCK
- TIE LINE OR DIMENSIONAL LEADER
- CP&F — CORNER PERPETUATION AND FILING RECORD
- R-O-W — RIGHT-OF-WAY
- 18 / 19 — FOUND PLSS 1/4 CORNER COMMON TO SECTIONS SHOWN
- RESET PLSS CENTER 1/4 CORNER OF SECTION 19

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 1.0002772651 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.
KENNETH BALDWIN ROBERTS, P.L.S. 9755

REGISTERED PROFESSIONAL LAND SURVEYOR — 9755 — 3/20/24 — STATE OF IDAHO — KENNETH BALDWIN ROBERTS

IDAHO FALLS PUBLIC WORKS

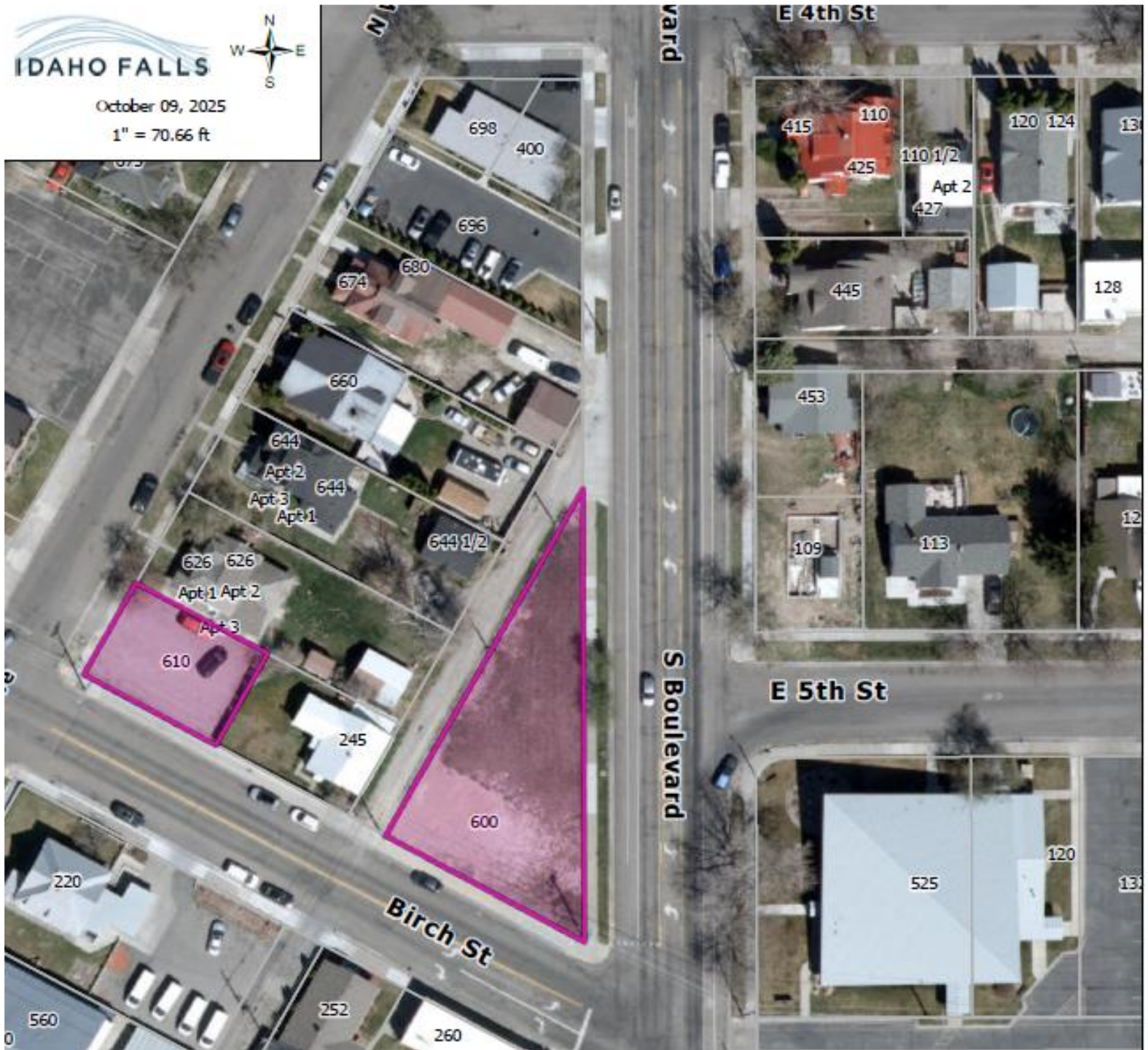
RECORD OF SURVEY
FOR THE CITY OF IDAHO FALLS
NW¼ SECTION 19, T. 2 N., R. 38 E., B.M.

SCALE: 1" = 40'
PLOT DATE: 03-20-2024
SHEET NO. 1 OF 1









Staff Recommendation

- Comparable properties
- $53,500-$70,000
- Highest and best use for existing conditions
- Next Steps

Questions

Council Direction to Staff

Brett Burton Appraisals

LAND APPRAISAL REPORT

File No. water610

SUBJECT

Borrower City of Idaho Falls | Census Tract 9711.00 | Map Reference 26820

Property Address 610 N Water Ave

City Idaho Falls | County Bonneville | State ID | Zip Code 83402

Legal Description W1/2 lot 6, block 31, Original Town

Sale Price $ | Date of Sale | Loan Term | yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ 200 (yr) | Loan charges to be paid by seller $ 0 | Other sales concessions

Lender/Client The City of Idaho Falls | Address 308 Constitution Way, Idaho Falls, ID 83402

Occupant vacant | Appraiser Brett Daniel Burton | Instructions to Appraiser N/A

NEIGHBORHOOD

Location	☐ Urban	☒ Suburban	☐ Rural
Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%
Growth Rate	☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☒ Under 3 Mos.	☐ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 75 % One-Unit | 0 % 2-4 Unit | 0 % Apts. | % Condo | 0 % Commercial | % Industrial | % Vacant | 25 %

Change in Present Land Use: ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*) (*) From To

Predominant Occupancy: ☒ Owner ☐ Tenant 25 % Vacant

One-Unit Price Range $ 150 to $ 650 | Predominant Value $ 300

One-Unit Age Range 0 yrs. to 75 yrs. | Predominant Age 50 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject property is located in the townsite of Idaho Falls. The area consists of single family residences similar in age and construction to subject, with 25% undeveloped agricultural land. Good access to schools, shopping and employment. No adverse conditions noted.

SITE

Dimensions 49.99 x 70.02 = 3,500 sf ☐ Corner Lot

Zoning Classification Residential 1 | Present Improvements ☒ Do ☐ Do Not Conform to Zoning Regulations

Highest and Best Use ☒ Present Use ☐ Other (specify)

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
	☐ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface asphalt

Maintenance ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☐ Street Lights

Topo typical

Size 3500 sf

Shape rectangular

View N;Res;

Drainage typical

Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) Adequate room for subject improvements.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (–) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	+(–)$ Adjust.	COMPARABLE NO. 2	+(–)$ Adjust.	COMPARABLE NO. 3	+(–)$ Adjust.
Address	610 N Water Ave Idaho Falls, ID 83402	TBD Emerson Ave Idaho Falls, ID 83401		790 Lakewood Ave Idaho Falls, ID 83401		824 Dalmation Dr Idaho Falls, ID 83402	
Proximity to Subject		0.30 miles E		3.60 miles E		1.90 miles W	
Sales Price	$	$ 60,000		$ 70,000		$ 105,000	
Price $/Sq. Ft.	$	$		$		$	
Data Source(s)		srmls #2175256;DOM 15		srmls #2178297;DOM 7		srmls #2174984;DOM 32	
Date of Sale/Time Adj.		s05/25;c04/25		s09/25;c08/25		s04/25;c03/25	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Site/View	3,500 sf	4,704 sf	0	6,970 sf	0	8,712 sf	0
Outbuilding	none	none		none		outbuilding	-25,000
Sales or Financing Concessions	ArmLth 0	ArmLth Conv;0		ArmLth Cash;0		ArmLth Cash;0	
Net Adj. (Total)		☐ + ☐ – $ 0		☐ + ☐ – $ 0		☐ + ☒ – $ -25,000	
Indicated Value of Subject		$ 60,000		$ 70,000		$ 80,000	

Comments on Market Data The comparables used in the report are a good indication of the market.

RECONCILIATION

Comments and Conditions of Appraisal N/A

Final Reconciliation Due to the lack of rental data, the income approach is not applicable.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 11/25/2025 TO BE $ 70,000

Appraiser Brett Daniel Burton	Supervisory Appraiser (if applicable)
Date of Signature and Report 11/28/2025	Date of Signature
Title	Title
State Certification # CRA-3451 ST ID	State Certification # ST
Or State License # ST	Or State License # ST
Expiration Date of State Certification or License 03/04/2026	Expiration Date of State Certification or License
Date of Inspection (if applicable)	☐ Did ☐ Did Not Inspect Property Date of Inspection

ADDITIONAL COMPARABLE SALES

File No. water610

MARKET DATA ANALYSIS

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	610 N Water Ave Idaho Falls, ID 83402	491 W 19th St Idaho Falls, ID 83402		TBD Elmore Idaho Falls, ID 83402		1520 S Emerson Ave Idaho Falls, ID 83404	
Proximity to Subject		0.97 miles SW		1.29 miles NW		0.69 miles SE	
Sales Price	$		$ 53,500		$ 90,000		$ 74,000
Price $/Sq. Ft.	$		$		$		$
Data Source(s)		srmls #2170726;DOM 42		srmls #2163275;DOM 307		srmls #2179678;DOM 61	
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.		s12/24;c11/24		s12/24;c11/24		listing	-1,480
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Site/View	3,500 sf	5,227 sf	0	6,098 sf	0	4,792 sf	0
Outbuilding	none	none		none		none	
Sales or Financing Concessions	ArmLth 0	ArmLth Cash;0		ArmLth Cash;0		Listing listing;0	
Net Adj. (Total)		☐ + ☐ –	$	☐ + ☐ –	$	☐ + ☒ –	$ -1,480
Indicated Value of Subject			$ 53,500		$ 90,000		$ 72,520

Comments on Market Data The subject property is a parcel of land located in the townsite of Idaho Falls. All of the comparables used in the report are similar in location and size to the subject property and are a good indication of value.

Form LAND.(AC) - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Subject Photo Page

Borrower	City of Idaho Falls						
Property Address	610 N Water Ave						
City	Idaho Falls	County	Bonneville	State	ID	Zip Code	83402
Lender/Client	The City of Idaho Falls						



Subject Front

610 N Water Ave

Sales Price	
Gross Living Area	1,541
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	3,500 sf
Site	12001 sf
Quality	Q3
Age	



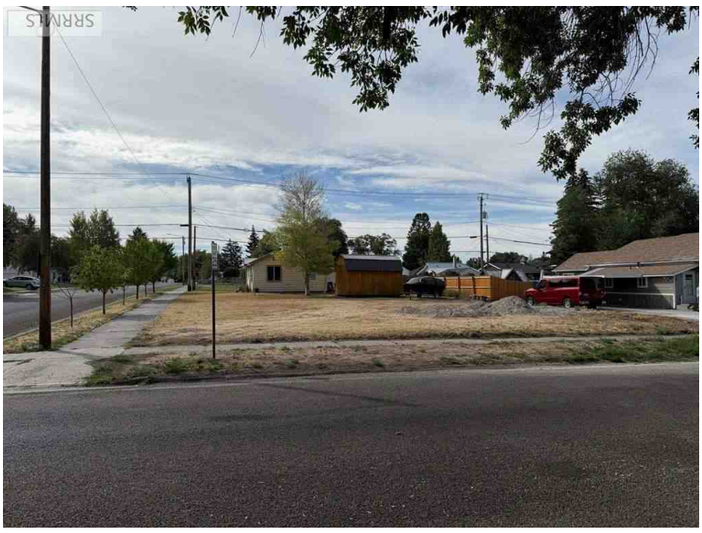
Subject Side



Subject Street

Comparable Photo Page

Borrower	City of Idaho Falls						
Property Address	610 N Water Ave						
City	Idaho Falls	County	Bonneville	State	ID	Zip Code	83402
Lender/Client	The City of Idaho Falls						



Comparable 1

TBD Emerson Ave

Prox. to Subject	0.30 miles E
Sale Price	60,000
Gross Living Area	1,318
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	4,704 sf
Site	10890 sf
Quality	Q3
Age	0



Comparable 2

790 Lakewood Ave

Prox. to Subject	3.60 miles E
Sale Price	70,000
Gross Living Area	1,442
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	6,970 sf
Site	9583 sf
Quality	Q3
Age	0



Comparable 3

824 Dalmation Dr

Prox. to Subject	1.90 miles W
Sale Price	105,000
Gross Living Area	1,578
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	8,712 sf
Site	13504 sf
Quality	Q3
Age	0

Comparable Photo Page

Borrower	City of Idaho Falls						
Property Address	610 N Water Ave						
City	Idaho Falls	County	Bonneville	State	ID	Zip Code	83402
Lender/Client	The City of Idaho Falls						



Comparable 4

491 W 19th St

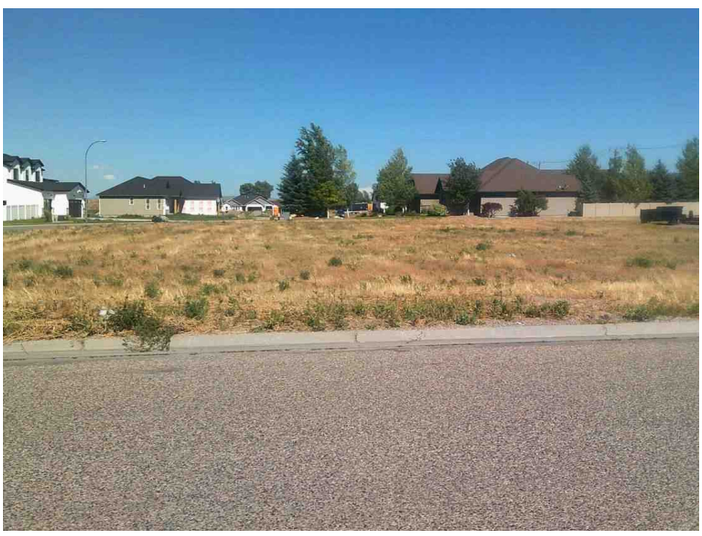
Prox. to Subject	0.97 miles SW
Sale Price	53,500
Gross Living Area	1,435
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	5,227 sf
Site	11186 sf
Quality	Q3
Age	0



Comparable 5

TBD Elmore

Prox. to Subject	1.29 miles NW
Sale Price	90,000
Gross Living Area	1,403
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	6,098 sf
Site	8276 sf
Quality	Q3
Age	0



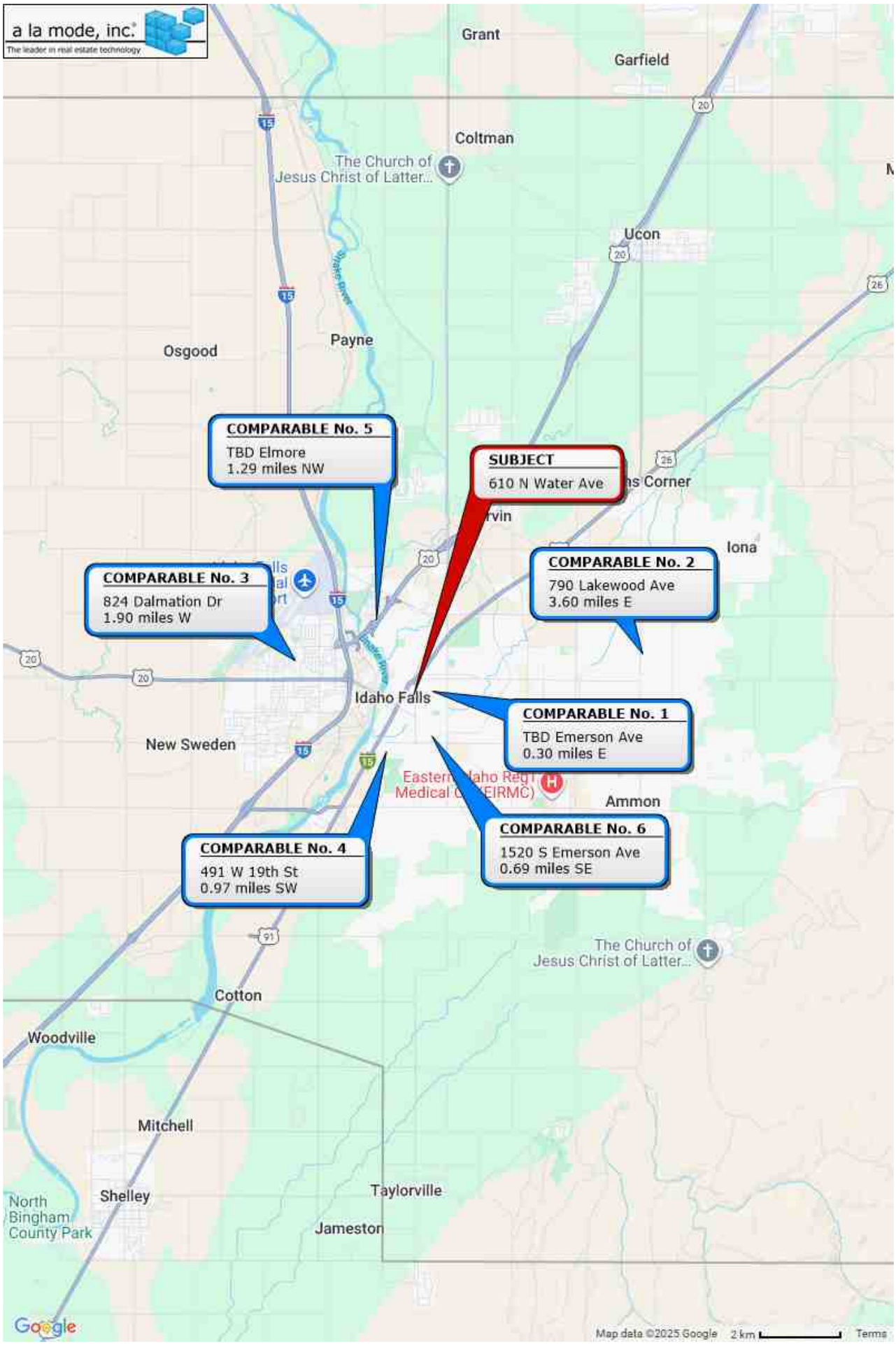
Comparable 6

1520 S Emerson Ave

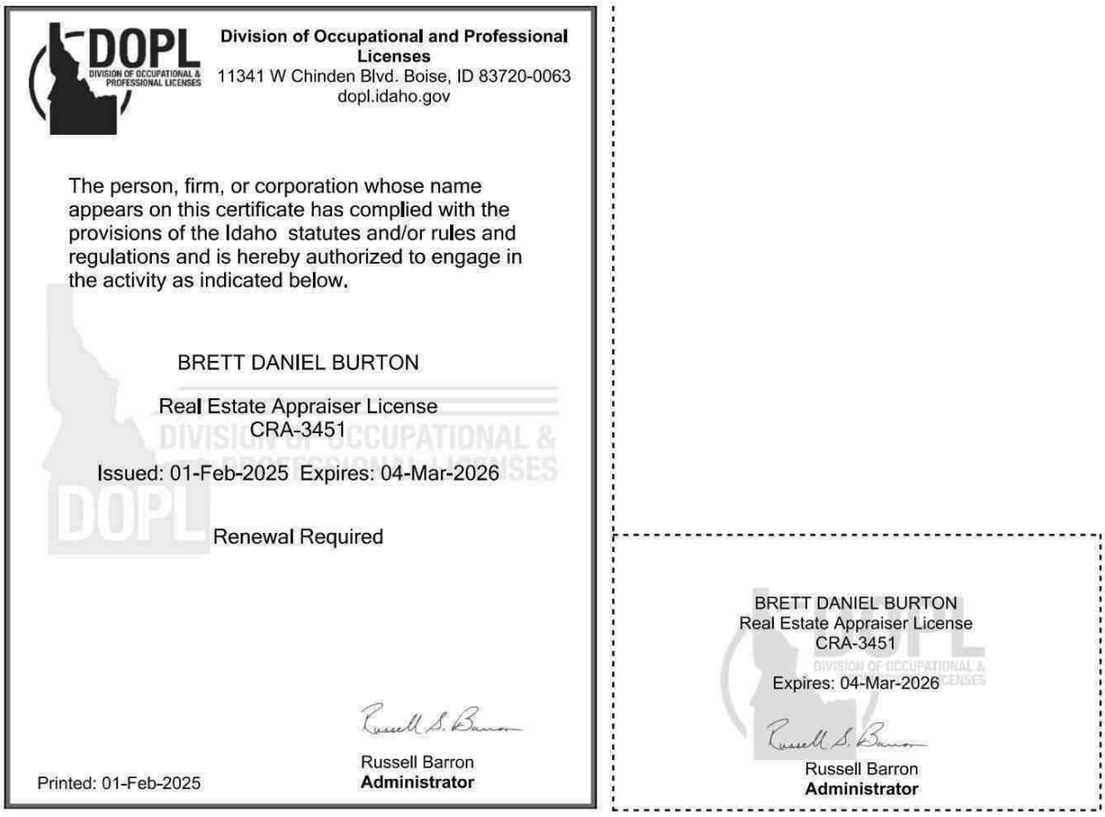
Prox. to Subject	0.69 miles SE
Sale Price	74,000
Gross Living Area	1,375
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	4,792 sf
Site	10454 sf
Quality	Q3
Age	3

Location Map

Borrower	City of Idaho Falls						
Property Address	610 N Water Ave						
City	Idaho Falls	County	Bonneville	State	ID	Zip Code	83402
Lender/Client	The City of Idaho Falls						



License



DOPL
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSES

Division of Occupational and Professional Licenses
11341 W Chinden Blvd. Boise, ID 83720-0063
dopl.idaho.gov

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Idaho statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

BRETT DANIEL BURTON

Real Estate Appraiser License
CRA-3451

Issued: 01-Feb-2025 Expires: 04-Mar-2026

Renewal Required

Russell Barron
Administrator

Printed: 01-Feb-2025

BRETT DANIEL BURTON
Real Estate Appraiser License
CRA-3451
Expires: 04-Mar-2026

Russell Barron
Administrator

Aspen American Insurance Company
Insurer (Referred to below as the "Company")
499 Washington Boulevard, 8th Floor
Jersey City, NJ 07310

LIA Administrators & Insurance Services

Company's Program Administrator:
LIA Administrators & Insurance Services
1600 Anacapa Street
Santa Barbara, CA 93108
800-334-0652

APPRAISAL, VALUATION AND PROPERTY SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

Date Issued: 7/8/2025 Policy Number: AAI006238-11 Previous Policy Number: AAI006238-10

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 166526
Named **Insured**:
BURTON, BRETT DANIEL
5147 Eaglewood Dr.
Idaho Falls, ID 83401

2. **Policy Period:** From: 08/05/2025 To: 08/05/2026
12:01 A.M. Standard Time at the address stated in **1** above.

3. **Deductible:** $1000 Each **Claim**

4. **Retroactive Date:** 08/05/2013

5. **Inception Date:** 08/05/2015

6. **Limits of Liability:** **A.** $500,000 Each **Claim**
B. $1,000,000 Aggregate

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**

Real Estate Appraisal and Valuation:	Yes	X	No		
Residential Property:	Yes	X	No		
Commercial Property:	Yes		No	X	
Bodily Injury and Property Damage Caused During Appraisal Inspection ($100,000 Sub-Limit):	Yes	X	No		(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes		No	X	
Machinery and Equipment Valuation:	Yes		No	X	
Personal Property Appraisal:	Yes		No	X	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes		No	X	(If "yes", added by endorsement)

8. Report **Claims** to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa Street, Santa Barbara, CA 93102-1319

9. **Annual Premium:** **$635.00**

10. **Forms attached at issue:** LIA002 (04/19) LIA ID (05/19) LIA012 (06/22) LIA021 (02/22) LIA164 (05/19) LIA169 (12/21) LIA173 (01/24) LIA174 (01/25)

This Declarations page, together with the completed and signed Policy Application including all attachments and thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

07/08/2025
Date

By _____
Authorized Representative

LIA001 (05/22)

htrcp010 9/03/2021

cc: G.Srv, Eq Shop, Finance

New: _____

Transfer From: _____ To: _____

Cost Code From: _____ Cost Code To: _____

Surplus: _____ Current Value $: _____

Sold/Traded: _____

Asset ID Form

Asset Class: GF/LAND /UNIMPROV Unimproved Land
Asset ID: 000000000003181
Improved Asset ID:

Description: **Land Pking Lot Serenity Hall**

Sub Account: GF 00071 Land
General Location: 2N3819 17th 1st River Holmes
Quantity: 1.00
Retired Date: 0/00/0000
Service Date: 7/24/1974

Serial ID: 610 Birch St &Water
Manufacturer: TOMCHA
Model ID: .08 acre St. exit
Company ID: **RPA1740031006A**

New/Used: N
Disposal:
Asset Status: A
Asset Type: I
Department: PWEN PW Engineering
Division: 3501 Public Works Administration

Commodity:
Method of Aquisition: P Purchased
Vendor ID: 0000000
Purchase Order:
Purchase Cost: 7000.00
Install Cost: 7000.00

Asset Tag Number:

Comments:
7/24/74 Legal: W 1/2 Lot6 BLK 31 ORIGINAL TOWNSITE
Address: 610 Water Av Parking Lot
Grantor: DAVID OR LOIS TOMCHAK
Size: .08 acre 3500 sq'
Amount: $7000
Use: Parking lot 4 Serenity Hall
RPA#: RPA1740031006A
Deed#: WD466131
Misc: Gravel lot west of Serenity Hall on NE corner of Water & Birch St
PO# 8441

Memorandum

File #: 26-46 **City Council**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, February 4, 2026
DEPARTMENT: Municipal Services

Subject
Quote 2025-IDA-0183- Fanning Lift Station Rebuild for Public Works

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the lowest and responsive quote received from Mountain West Waterworks for a total of $105,008.63 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

A total of three quotes were requested for the rebuild of the Fanning Lift Station. The lowest quote received from Xylem Water Solutions USA, Inc. did not meet the specifications as it did not include the installation of the equipment and, consequently, was nonresponsive. The lowest responsive quote was from Mountain West Waterworks for a total of $105,008.63. This purchase will provide labor and materials for the demolition, removal, and replacement at the Fanning Lift Station.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the reliable public infrastructure community-oriented result by acquiring and replacing aging equipment.

Interdepartmental Coordination

Public Works concurs with the contract award.

Fiscal Impact

Sufficient funding is available within the Public Works Wastewater division budget.

Legal Review

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

powered by Legistar™

QUOTE # 457

Valid for 60 days

City of Idaho Falls

Site:	Fanning LS
Quote Name:	MT - Fanning LS Rebuild
Date:	01/16/2026

- 6582 - MT Labor

Item	Quantity	Unit Price	Total
Labor & Mobilization	1.00	$23,335.00	$23,335.00
		Sub-Total ex Tax	$23,335.00

- 6583 - Parts & Material

Item	Quantity	Unit Price	Total
Parts & Materials	1.00	$65,057.20	$65,057.20
		Sub-Total ex Tax	$65,057.20

- 6586 - Sub-Contract Service

Item	Quantity	Unit Price	Total
Bypass Pumping/Line Plug	1.00	$16,616.43	$16,616.43
		Sub-Total ex Tax	$16,616.43

Sub-Total ex Tax	$105,008.63
Tax	$0.00
Total inc Tax	$105,008.63

This quote is for the demo and removal of the current pump, piping, and controls from the sewer lift station at N Fanning. MWW will then install the new control panel, panel-pump wiring, pumps, railing, and piping. Bypass pumping and line plugging will be provided by MWW or subcontractor.

QUOTE # 457
Valid for 60 days

Terms & Conditions

- *This quote is based solely on the scope of work detailed above. Any additional work or deviation from the described scope may result in a change order and revised pricing.*
- *Client is responsible for providing unobstructed access to the work area, and for ensuring any required permits, easements, or approvals are in place prior to the commencement of work.*
- *Mountain West Waterworks shall not be held liable for delays due to weather, material shortages, client-caused delays, or other unforseen conditions beyond our control.*
- *In the event of significant material cost increases prior to project commencement, Mountain West Waterworks reserves the right to revise the quote accordingly or withdraw the quote entirely.*
- *If this is a public works, prevailing wage, or PLA agreement project requiring certified payroll, please contact our office for a revised quote including labor rate adjustments.*
- *City is responsible for the following:*
    - *Fueling pumps/generator*
    - *Monitor bypass pump operation*
    - *Have standby for possible bypass failure emergency*
    - *Initial cleaning of lift station after bypass is initiated and prior to work commencing*
- *By accepting this quote, the client acknowledges and agrees to the Terms and Conditions outlined above.*
- *This quote is valid for 60 days from the date of issue due to fluctuating material and labor costs.*
- *Full payment is due within 30 days of invoicing. Any unpaid balance after 30 days will be subject to a 10% late fee, compounding monthly.*

Please contact us if you have any queries regarding this quote.
Robert Loftis

Corporate Office
81 Gold Miner Lane
Unit A
Belgrade, MT 59714
www.peakwaterservices.com

Fanning Sewer Lift Station Quote

January 7, 2026
Idaho Falls, ID
Attn: Idaho Falls Sewers Division

Scope of Work (SOW):

Peak Water Services will provide all labor, materials, equipment, mobilization, subcontractors, and supervision necessary to complete a rehabilitation of the lift station, including installation, electrical, bypass pumping, and system startup. Work will be completed in accordance with industry standards and applicable project requirements.

Lift Station:

- Demo existing pumps, controls, base elbow(s), guide rails.
- Installation of Pumps
  - Anchor new discharge elbow(s)
  - Attach SS guide rails and bracket(s)
  - Install discharge piping
  - Bolt all fittings and piping together
- Installation of Control Panel
  - Mount control panel on existing rack
  - Mount SCADA panel on rack
  - Install new conduit and wiring
- Start-up and commissioning of the system
  - Verify proper operation of new pumps and control panel system.
- Materials/Equipment
  - Grundfos Submersible Pumps
  - Grundfos Pump Autocoupler
  - Custom Duplex Control Panel
  - Guide Rail System
  - 4-20mA Transducer
  - SPDT Floats
  - 4” SS Bolt Kits and Gaskets
  - 4” DI Discharge Piping

Bypassing Operations:

Peak Water Services will provide all required equipment and personnel to establish and maintain a 24-hour bypass from suction manhole to gravity manhole.

- Operation Includes:
  - Mobilization and demobilization of all bypass equipment
  - Installation of bypass pumps (primary and backup)
  - Installation of approximately 50 LF of discharge piping from suction to gravity manhole
  - Monitoring, operation, and maintenance of bypass system
  - Final cleanup and demobilization

Clarifications, Assumptions, Exclusions:

PWS will exclude the following items from our scope of work related to this project:

General:

- This assumes there are no issues with the bottom of the wet well where the elbows will be set
- Disposal of old equipment not included
- Traffic control is not included
- City will spray down and pump out lift station completely prior to Peak's work

Civil:

- All site civil work is excluded from this scope. Peak is under the impression no civil work is needed

Permitting:

- Electrical permitting

Construction:

- Concrete Work (Field Coring, Cutting, Grouting, Etc.) is not included.
- No shop drawings, as-builts, or submittals are included.

Peak Water Services, LLC
81 Gold Miner Lane Unit A
Belgrade MT 59714
United States

Estimate

#ESTPWS1530 Rev 1

1/7/2026

Bill To

City of Idaho Falls
PO Box 50220
Idaho Falls ID 83405-0220
United States

TOTAL

$114,267.63

Expires: 2/6/2026

Expires	Project	Sales Rep
2/6/2026	PWS2025-318 City of Idaho Falls - Fanning Sewer Lift Station Rehab	McClure, Travis

Item	Quantity	Sales Amount
Lift Station Installation **- Labor** **- Confined Space** **- Mobilization** **- Electrical Services** **- Bypass** **- Crane Truck** **----------**	1	$34,740.81
Materials **- 2 Pumps** **- Control Panel** **- Plumbing and related equipment** **----------**	1	$79,526.82

Subtotal	$114,267.63
Tax Total (0%)	$0.00
Total	$114,267.63

GENERAL NOTES

- Estimated Materials Lead Time: **# WEEKS** (After Receipt of Order, Submittal Approval)
  * Unless Otherwise Indicated *
- Sales Tax is **NOT** Included in Quote
  * Will be Charged When Applicable *
- Quote is Only for Items Listed
  * Any Additional Materials are **NOT** Included *
- Prices do not include the impact of any import tariffs that may come in to effect after date of this quotation.

ESTPWS1530 Rev 1

Peak Water Services, LLC
81 Gold Miner Lane Unit A
Belgrade MT 59714
United States

Estimate

#ESTPWS1530 Rev 1

1/7/2026

This is an estimate only; the project will be invoiced for actual time and material incurred. To accept these terms, please sign and date: _____

PAYMENT TERMS

PRICES DO NOT INCLUDE THE IMPACT OF ANY IMPORT TARIFFS THAT MAY COME IN TO EFFECT AFTER DATE OF THIS QUOTATION. ANY FUTURE COST INCREASE FROM TARIFFS WILL BE ADDED TO PRICES.

The price is firm if order is placed within the date of expiration of proposal and providing release to order and ship "when ready" is given within 90 days. Changes in net cost will be included in the remaining payments on a prorated basis. Applicable taxes will be added in each payment. A 1.5% per month late charge will be applied to past due accounts. Any alternate terms or requests for such should be addressed prior to the bid.

Payment Terms for Secured Orders:
For purchasers with evidence of an acceptable payment bond indemnifying APE that is presented within 15 days of the order:
APE will invoice 100% upon completion of manufacturing to be paid according to schedule below:
90% - due 30 days after equipment manufacture is complete, ready for shipment AND prior to Start-up Services;
5% - Upon successful Start-up Services, not to exceed 60 days after invoice/equipment manufacture;
5% - Upon delivery of O&M manuals.

Monthly Progress Billing to be included with Monthly Pay Request (if acceptable) :
Terms of payment will be Net 30 days subject to 1.5% per month late charge for past due accounts. Invoicing will be monthly, based upon the percentage of work completed during the billing period, and will be submitted to the Purchaser each month by an agreed upon date. The invoiced amount will reflect the value of the percentage of completion accomplished during the billing period for each of three (3) categories: Engineering/Submittals, Materials Stored at APE/Delivery, and Start-up. APE will determine the percentage of completion accomplished for each month. The Purchaser may require substantiation, which will be limited to photocopies of material packing slips and photographs of Equipment, unless additional charges are accepted. The Purchaser or their agent may visit the APE facilities at their expense for substantiation. Shipment will not be made unless account is current.

Milestone Progress Payments for Unsecured Orders:
The Billing Schedule for projects without protection indemnifying APE against loss are as follows:
20% - due 10 days after receipt of order;
40% - due 10 days after approval of submittals;
35% - due at time of shipment AND prior to Start-up Services;
5% - Upon acceptance of APE supplied equipment, not to exceed 45 days after delivery. O&M manuals will not be supplied until account is paid in full

Public Works or Prevailing Wage Certified Payroll:
If this is a public works, prevailing wage, or PLA agreement project requiring certified payroll please contact our office for a revised quote. The revised quote will include the additional labor costs not quoted on the original quote.

ESTPWS1530 Rev 1

Xylem Water Solutions USA, Inc.
Flygt Products

2707 S Saturn Way
Boise, Idaho 83709
Tel 208-519-9341
Fax

December 23, 2025

Idaho Falls Power
140 S. Capital Ave
Idaho Falls Idaho 83402

Quote # 2025-IDA-0183
Project Name: Idaho Falls Fanning Lift Station - BUDGET
Job Name: Idaho Falls Fanning Lift Station - BUDGET

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMPS

Qty	Part Number	Description
2	3102.070-0528	Flygt Model NP-3102.070 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 5 HP 1750 RPM motor, 464 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve

PUMPS Price USD $ 23,529.60

ACCESSORIES

Qty	Part Number	Description
2	540 13 05	CONNECTION,DISCH 4X4" CI
2	14-58 91 06	HOOK,SAFETY ASSEMBLY SS
2	14-58 95 35	HARDWARE,DISC CONN ASSY 304SS
2	14-59 00 00	KIT,HARDWARE 3/8IN SS (2X)
5	14-48 71 13	CHAIN,3/16" 316L
2	14-58 72 08	KIT,CHAIN FITTING 3067-3127+ 316SS
2	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC
2	14-40 71 30	SOCKET,11-PIN BACK MOUNTING
1	582 88 03	SENSOR,ENM-10 0.95-1.1 40'
80	14-49 01 09	TS3042 FEET 2"GUIDE RAIL 304SS

ACCESSORIES Price USD $ 13,009.00

Recommended Services

Qty	Part Number	Description

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Qty	Part Number	Description
1	ESS-E02001-1500 Control Panel	**Idaho Falls Fanning Ave Duplex 10HP Nexicon Panel P/N: ESS-E02001-1500** Incoming power: 240V 3Ø Panel FLA 52A, 10kA SCCR 60” x 36” x 12” Enclosure, NEMA Type 4 Panel Deadfront w/ inner door (note: items with a * denote mounting to the inner door) Enclosure Vent/drain 60A Main Circuit Breaker 60A Generator Breaker Sliding Beam Interlock for Main/Generator Breakers Breakers located on standoffs to be accessible through the inner door Externally Mounted Generator Receptacle - ADJA6044150RS Manual Motor Protector and IEC contactor for each pump 30.5mm Pilot Devices include: Hand/Off/Auto selector switches* Reset button (Black) High and High-High Level Push-to-test Pilot Lights (Red) Current Transformers for each pump, to be displayed on Nexicon HM Surge Protect Pro - provided by Xylem 500VA Transformer Redundant 24VDC Power Supplies with UPS 125W heater 2 ch. Intrinsic Barrier for Level Transducer 2 ch. Intrinsic Relay for floats Red dome light Nexicon Backplane and Associated Modules - provided by Xylem Nexicon 7” HMI 18” x 18” Area of panel reserved for SCADA/RTU 1A, 120V Spare Breaker for SCADA/RTU Power UL698A Listed
1	14-40 02 54	KIT,SURGE PROTECTION 240V 3PH+ STRIKESORB
1	848 42 00	BACKPLANE XBP 251 NEXICON
1	848 43 00	MODULE,BACKPLANE SUPPLY+ XBS 251 NEXICON
1	848 21 00	MANAGER,APPLICATION XAM 912+ NEXICON
2	848 28 00	MODULE,PUMP DOL FPM 411+ NEXICON
1	822 48 00	# HMI,OPERATOR FOP402 7"+ R/B 8738300
2	14-60 30 16	TRANSFORMER,CURRENT, 50:5AMP+ SQUARE FOOT MOUNT

CONTROL PANEL Price USD $ 34,141.54

Total Price $ 70,680.14

Freight Charge $ 3,298.00

Total Price $ 73,978.14

FLYGT
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Recommended Services

Qty	PartNo	Description		Total Price
1	14-69 00 09	START UP CHARGE FLYGT 3000,7000,8000	1-TP MODELS:	$ 1,705.00

Recommended Services:	**$ 1,705.00**
Total Equipment:	**$ 70,680.14**
Freight:	**$ 3,298.00**
Subtotal Equipment + Freight:	**$ 73,978.14**
Recommended Services :	**$ 1,705.00**
Total with Recommended Services :	**$ 75,683.14**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14th, 2024, all orders must meet a minimum dollar value of $1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report

FLYGT
a xylem brand

damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Terms of Payment: 100% N45 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for thirty (30) days.
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).
This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Warranty: Xylem Water Solutions USA, Inc.offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Richard Culley

Richard Culley
Sales Representative

Cell: 208-401-5237
richard.culley@xylem.com

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2025-IDA-0183
Customer Name: Idaho Falls Power
Job Name: Idaho Falls Fanning Lift Station - BUDGET

☐Accept Equipment and Freight Total Amount: **$ 73,978.14**

☐Accept Equipment, Freight and Recommended Services Total Amount: **$ 75,683.14**

Signature: _____ Name:_____
(PLEASE PRINT)

Company/Utility:_____ PO:_____

Address:_____ Date:_____

_____ Phone:_____

_____ Email:_____

_____ Fax:_____

FLYGT

a xylem brand



Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

** Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at $500 per pump.*

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our PMA site for more info

xylem
Let's Solve Water

Memorandum

File #: 26-48 **City Council**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, February 4, 2026
DEPARTMENT: Municipal Services

Subject
Purchase Water Meters and Cellular Endpoints for Public Works

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Declare Hydro Specialties Company as the only vendor reasonably available for the purchase of Badger water meters and cellular endpoints per Idaho Code §67-2808(2)(a)(ii) and (vii); and accept and approve the quote received from Hydro Specialties Company, for Badger meters and cellular endpoints for a total of $208,560.00; and direct staff to complete the purchase of Badger replacement and resale parts (or take other action deemed appropriate).

Description, Background Information & Purpose

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

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This purchase supports the well-planned growth and development community-oriented result by allowing development the flexibility of purchasing water meters from the city or supplier.

Interdepartmental Coordination

Public Works concurs with the recommended purchase.

Fiscal Impact

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

Legal Review

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

Quotation

Quote From:

Hydro Specialties Co.

14435 S. Center Point Way
Bluffdale, UT 84065

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

Quote # **WJ260108-0912**
Date: 01/08/26
Terms: Net 30 days
Freight: F.O.B. Bluffdale, Utah
Taxes: If applicable, are not included
Ref. No:

Quote To:

City of Idaho Falls
Attn: Andrew

Fax:

Project:

Item	Quantity	Description	Unit Price	Amount
1	500	1" Badger EP E-Series Meter w/ Digital Register & 6' Nicor Cable, Gallons	242.44	121,220.00
2	500	Orion Cellular HLG Endpoint w/ Thru the Lid Install Kit	174.68	87,340.00

Sub total		$ 208,560.00
Discount		
Tax	7.45%	
Total		$ 208,560.00

Notes:

Pricing effective 30 days from quote date

Authorization:

Name: Jonas Welch
Date: 01/08/26
Signed:

Memorandum

File #: 26-38 **City Council**

FROM: Zachary Jones, City Attorney
DATE: Monday, February 2, 2026
DEPARTMENT: City Attorney

Subject
Legal Services Agreement

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve a not-to-exceed amount of $300,000 for legal services from Givens Pursley, LLP (or take other action deemed appropriate).

Description, Background Information & Purpose

The City has entered into an engagement for legal services with Givens Pursley, LLP. On October 9, 2025, City Council approved a not-to-exceed amount of $150,000. As of January 23, 2026, the invoices from Givens Pursley, LLP, totaled $149,063.40, requiring authorization from the City Council for additional funds.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination

This has been coordinated with all relevant departments.

Fiscal Impact

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

Legal Review

The Legal Department has reviewed and approved this request.

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GIVENS PURSLEY LLP
Attorneys and Counselors at Law

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Boise, ID 83701
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www.givenspursley.com

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Jeff W. Bower
Preston N. Carter
Chynna K. Castoro
Jeremy C. Chou
Charlotte V. Cunnington
Joshua C. Dickinson
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Morgan D. Goodin
Don Z. Gray
Brian J. Holleran
Kersti H. Kennedy
Elizabeth A. Koeckeritz
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
Matthew E. Liebertz
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Alex P. McLaughlin
Melodie A. McQuade
Megann E. Meier
Christopher H. Meyer
L. Edward Miller
Judson B. Montgomery
Deborah E. Nelson
Randall A. Peterman
Blake W. Ringer
Michael O. Roe
James B. Smith
Danielle M. Strollo
Marcus H. Waterman
Robert B. White
Michael V. Woodhouse

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

PRIVILEGED AND CONFIDENTIAL
Attorney-Client Communication
Attorney Work Product

August 12, 2025

Via email only

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

Re: Engagement Agreement Including Conflict Disclosure and Consent

Dear Mike:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Christopher H. Meyer

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

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

ACCEPTANCE OF ENGAGEMENT AGREEMENT

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

Dated: Aug. 12, 2025

Michael A. Kirkham
City Attorney
City of Idaho Falls

EXHIBIT A

GIVENS PURSLEY LLP

Conflict Disclosure and Waiver

Waiver in accordance with rules of professional conduct.

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

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

---

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

RULE 1.7: Conflict of Interest: Current Clients

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

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

Representation limited to entity.

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

Potentially adverse or interested parties.

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

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

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

No direct conflicts of interest.

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

Firm's representation of members of Home Builders.

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

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

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

No material limitation

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

Controversial matters.

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

General conflict waiver in representation of governmental entities.

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

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

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

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

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

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

Positional conflicts (policy issues or legal precedents).

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

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

Limited engagement.

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

Waiver as to future conflicts.

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

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

Your right to terminate.

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

Resolution of future conflicts.

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

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

Communication regarding conflicts.

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

Professional standards.

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

EXHIBIT B

GIVENS PURSLEY LLP

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

GIVENS PURSLEY LLP

Fee and Cost Schedule

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

Professional fees

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

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

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

Memorandum

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

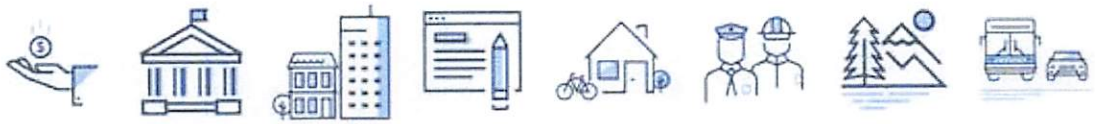
FROM: Zachary Jones, Interim City Attorney
DATE: Tuesday, September 30, 2025
DEPARTMENT: City Attorney

Subject
Legal Services Agreement

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

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

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination
This has been coordinated with all relevant departments.

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

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

6-0 APPROVED OCT 09 2025

Memorandum

File #: 26-53 **City Council**

FROM: Zachary Jones, City Attorney
DATE: Thursday, February 5, 2026
DEPARTMENT: City Attorney

Subject
Reasoned Statement of Relevant Criteria and Standards, Planned Unit Development (PUD) for Willows Place Townhomes

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Reasoned Statement of Relevant Criteria and Standards denying the Planned Unit Development for Willows Place Townhomes and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This concerns the application for a Planned Unit Development (PUD) 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. On January 22, 2026, City Council held a quasi-judicial public hearing on the application, voted to deny the PUD with a vote of 5 to 0, and directed City staff to prepare a Reasoned Statement in support of that action. Attached is a draft Reasoned Statement of Relevant Criteria and Standards denying the Planned Unit Development Application for Willows Place Townhomes.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Providing a Reasoned Statement advances the principles of Good Governance.

Interdepartmental Coordination

The Reasoned Statement of Relevant Criteria and Standards was drafted in coordination with Community Development Services.

Fiscal Impact

N/A

Legal Review

The Reasoned Statement of Relevant Criteria and Standards was drafted by the Legal Department.

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, Bear Hunter Holdings, LLC, ("Applicant") filed an application for a planned unit development ("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 Idaho Falls City Council ("Council") makes the following factual findings:

1. On August 25, 2025, a neighborhood meeting took place as required by City Code 11-6-8.
2. The proposed PUD consists of fourteen units that the Applicant intends to have 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 consists of a vacant field with no residential structures.
5. The property is currently zoned R1.
6. The Applicant is proposing approximately seven units per acre.
7. At least twenty-five percent of the proposed PUD is designated by Applicant to be maintained as common space for the recreational and/or common use of the occupants of the development.
8. The Applicant has proposed two amenities, a playground and basketball court, for this proposed PUD. These amenities are located at the southeast part of the proposed PUD. For the public to access these amenities from Plommon Street, which is the only street from which access would be had, the public would have to travel over two hundred feet to reach either amenity. This distance would, as a practical matter, discourage the public from using the amenities, even if the Applicant made them available to the public.
9. The Applicant has proposed constructing a private street, named Zoey Lane, to access the units from the public street, Plommon St.
10. Each unit in the proposed PUD has two parking stalls, provided by a garage and one parking pad. On the west side of the proposed private street, Zoey Lane, these parking stalls constitute on average more than half of the linear distance of the total street length for Lots

1 through 14 as shown on the proposed PUD. In addition, the southern length of the proposed Zoey Lane on the east side is almost entirely composed of parking spaces, with a gap between the block parking spaces for a basketball court. If built, these parking spaces would likely be filled with parked vehicles.

11. The proposed PUD provides guest parking in addition to the required parking.
12. The Applicant has requested the front setback to be varied from twenty-five feet to twenty feet.
13. On October 7, 2025, the Planning Commission recommended to The Mayor and Council approval of the application for a PUD as presented by a vote of 5 to 1.
14. On January 3, 2026, notice was published in Post Register regarding the public hearing on January 22, 2026, to consider the application for a PUD.
15. On January 22, 2026, Council held a public hearing on the application for a PUD. At the public hearing, the Applicant represented that it was willing to make the two amenities available to the public.
16. After the public hearing, Council voted to deny the application for a PUD by a vote of 5 to 0 and directed City Staff to prepare this Reasoned Statement.

II. RELEVANT CRITERIA AND STANDARDS

1. The 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 14 that were published on January 3, 2026, satisfied the notice requirements of Title 67, Chapter 65 of Idaho Code.
3. Council denies the proposed PUD for the reasons discussed below.

A. The Proposed PUD is under Two Acres

4. Council denies the proposed PUD because the site size is under two acres and Council, in its discretion, has decided not to grant the exception to the requirement that a PUD site size shall be at least two acres. This is the first, independent basis for the Council's decision to deny the proposed PUD.
5. The City Code provides that "the minimum site size for a PUD shall be two (2) acres." City Code 11-2-6(W)(4)(a). This requirement, considered by itself, sets a requirement that a PUD shall not be less than two acres. But, as with many requirements, there is an exception—"[s]maller acreage *may* be considered for a PUD on land that the Council finds is redeveloping, or provides a public benefit or amenity." City Code 11-2-6(W)(4)(a) (emphasis added). The rules of interpretation that apply to statutes also apply to interpreting municipal ordinances. *See Neighbors for a Healthy Gold Fork v. Valley Cnty.*, 145 Idaho 121, 131, 176 P.3d 126, 136 (2007) (citing *Friends of Farm to Mkt. v. Valley Cnty.*, 137 Idaho 192, 197, 46 P.3d 9, 14 (2002)). As held by the Idaho Supreme Court, "the word 'may' is permissive rather than the imperative or mandatory meaning of 'must' or 'shall.'" *S. Valley Ground Water Dist. v. Idaho Dep't of Water Res.*, 173 Idaho 762, 784, 548 P.3d 734, 756 (2024) (quoting *Rife v. Long*, 127 Idaho 841, 848, 908 P.2d 143, 150 (1995)). When a decision is permissive, the decision comes within the discretion of the deciding body. *See Edwards v. Lane*, ___ Idaho ___, ___, 578 P.3d

525, 529 (2025) (citing *State v. Mosqueda*, 150 Idaho 830, 835, 252 P.3d 563, 568 (Ct. App. 2010)). Therefore, the use of the word "may" in this subsection gives Council discretion to deny an application for a PUD—even if the land is redeveloping or provides a public benefit or amenity—for the sole reason that the area of the proposed PUD is smaller than two acres.

6. Here, the acreage for the proposed PUD is approximately 1.815 acres. Finding of Fact 3. In the exercise of its discretion, Council denies the proposed PUD because the area of the proposed PUD is under two acres.

7. In addition, Council, in its discretion, does not find that the PUD site is redeveloping for purposes of City Code 11-2-6(W)(4)(a).

8. Council, in its discretion, also does not find that the proposed PUD provides a sufficient benefit or amenity to the public to be considered a public benefit or amenity under 11-2-6(W)(4)(a). As noted in Finding of Fact 8, the public would have to travel over 200 feet to reach either amenity. This distance, as a practical matter, would discourage the public from using the amenities. *Id.* Thus, even though the Applicant offered to make the amenities available to the public, Finding of Fact 15, Council finds that the amenities are not sufficiently accessible to the public to be considered public benefits or amenities.

9. Given that the area of the proposed PUD is under two acres, and that Council does not find that the proposed PUD site is redeveloping or offers a public benefit or amenity, the application for a PUD is denied. Notably, Council finds that this reason, alone, is sufficient to deny the application for a PUD, given the mandatory rule that "the minimum site size for a PUD *shall* be two (2) acres," City Code 11-2-6(W)(4)(a) (emphasis added), and Council has exercised its discretion to not allow the exception to this rule.

B. The Planned Streetscape Would be Dominated by Parked Vehicles and Garage Entrances

10. An additional reason for denying the proposed PUD is because the planned streetscape would be dominated by parked vehicles and garage entrances.

11. One of the purposes of the PUD regulations is to "[p]rovide for attractive streetscapes that are not dominated by parked vehicles or garage entrances." City Code 11-2-6(W)(1)(k).

12. As found in Finding of Fact 10, more than half of the length of the proposed Zoey Lane on the west side would be dedicated to parking stalls and garages. In addition, the east side of the proposed Zoey Lane's southern end is almost entirely composed of parking spaces. Finding of Fact 10. These parking spaces would most likely be filled with parked vehicles once the residential units are occupied. *Id.* Based on these findings, Council concludes that the streetscape of the proposed Zoey Lane would be dominated by parked vehicles and garage entrances if the proposed PUD were to be accepted. This is an additional reason for Council's decision to deny the proposed PUD.

13. Even if the basis for denial contained in Section II.A of this Reasoned Statement, standing alone, is not sufficient for denial, Council exercises its discretion to deny the proposed PUD based on a combination of the reasons stated in Sections II.A and II.B.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls denies the application for the PUD as presented.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw – Mayor

NOTICE TO APPLICANT

The Applicant or any affected person seeking judicial review of the compliance of this Reasoned Statement with the provisions of Idaho Code § 67-6535 must first seek reconsideration of this Reasoned Statement within fourteen (14) days by filing a request to reconsider pursuant in compliance with Idaho Code 67-6535.

In addition, the above Applicant has the right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003.

Memorandum

File #: 26-39 **City Council**

FROM: Wade Sanner, Director
DATE: Tuesday, February 3, 2026
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Jenkins Commercial Park.

Council Action(s) Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Jenkins Commercial Park 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 Jenkins Commercial Park 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 Jenkins Commercial Park 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 Jenkins Commercial Park. The Planning and Zoning Commission considered this item at its May 6, 2025, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



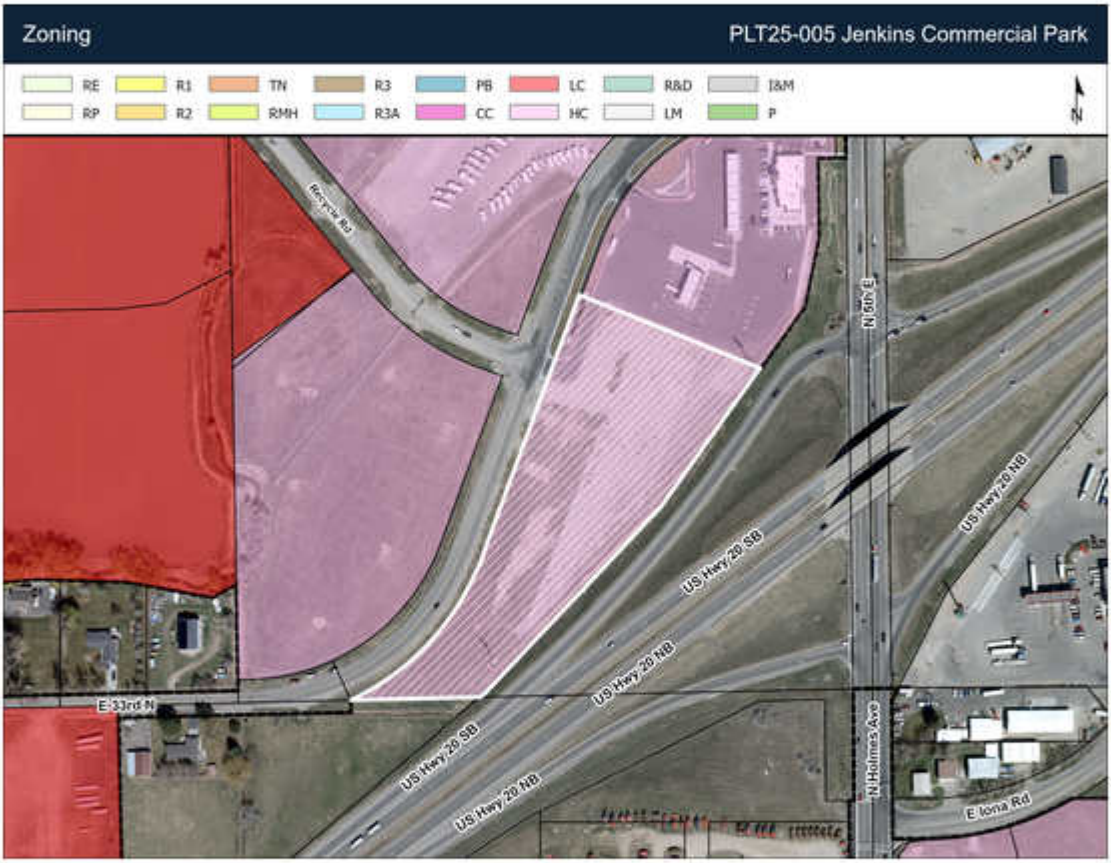
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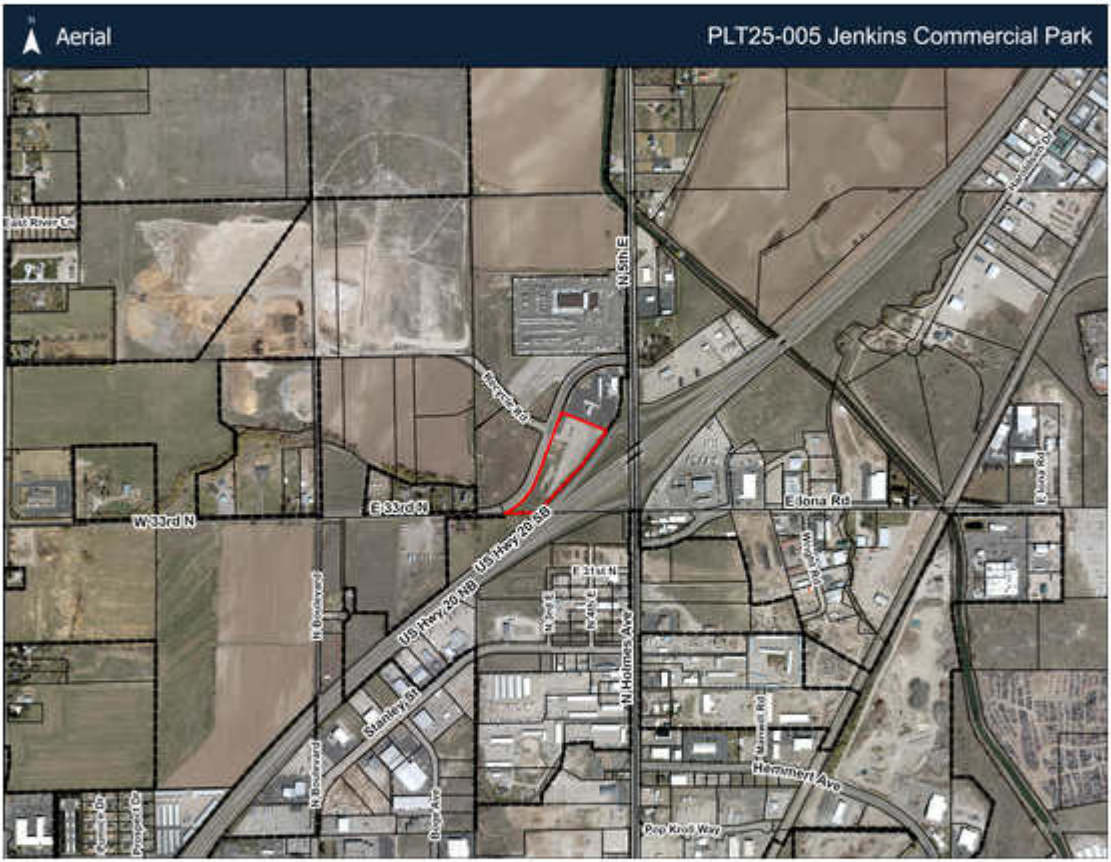
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

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

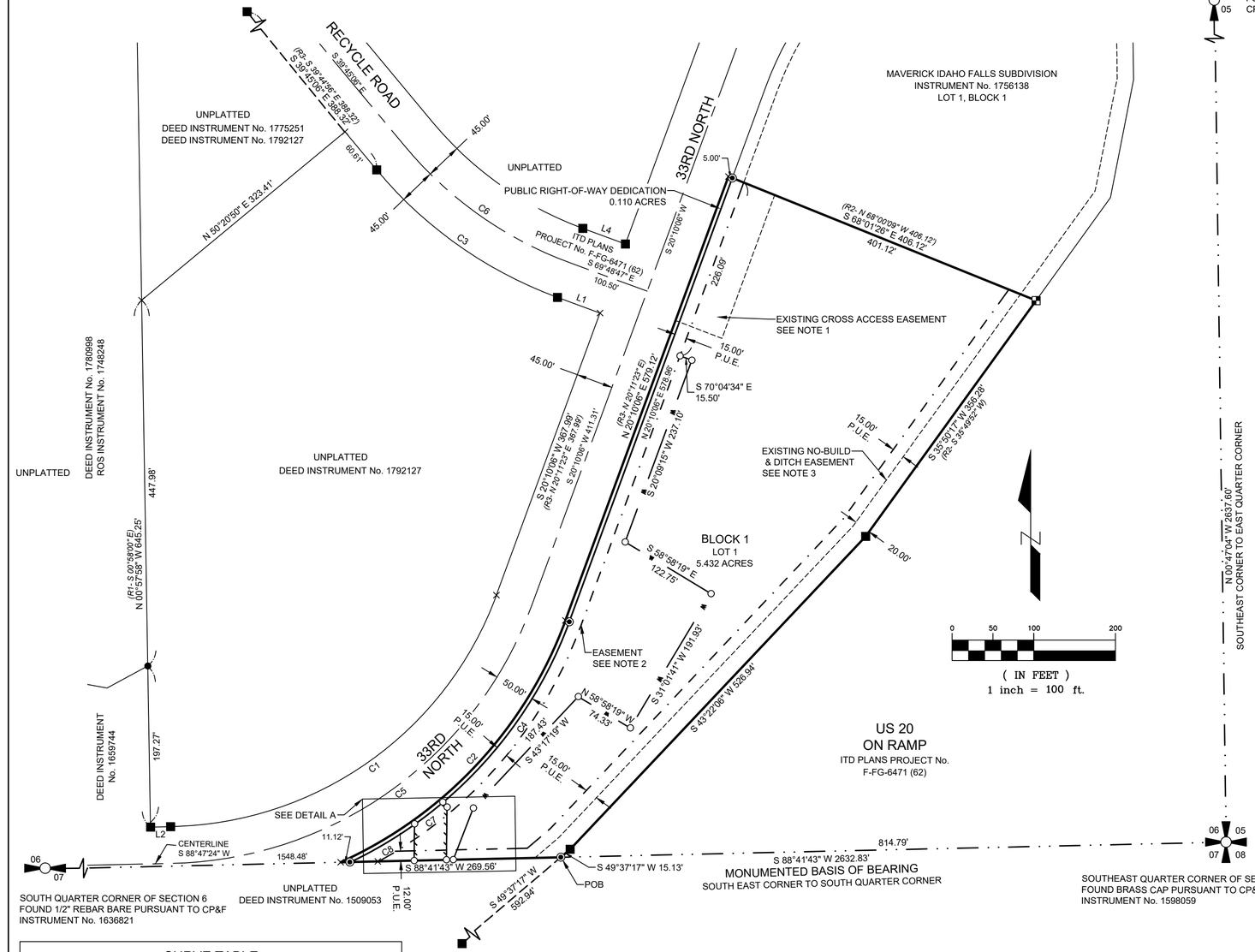
Legal Review
This application was reviewed by the Legal Department and found to be consistent with applicable law.

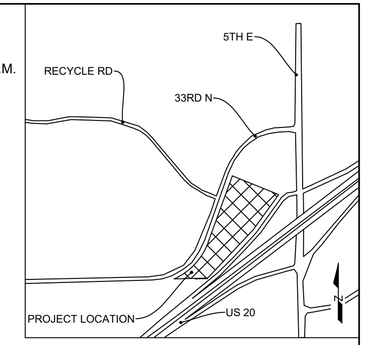

Zoning
PLT25-005 Jenkins Commercial Park
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
Reynolds Rd
N 5th St
US Hwy 20 SB
US Hwy 20 NB
US Hwy 20 NB
US Hwy 20 SB
US Hwy 20 NB
US Hwy 20 SB
E 33rd N
N Holmes Ave
E Iona Rd


Aerial
PLT25-005 Jenkins Commercial Park
East River Ln
N 5th E
Stanley Rd
W 33rd N
E 33rd N
US Hwy 20 SB
US Hwy 20 NB
E Iona Rd
Iona Rd
E 31st N
N 2nd E
N 4th E
N Holmes Ave
N Boulevard
Stanley St
Hemmett Rd
Hemmett Ave
Pop Knob Way
Dogwood Dr
Dogwood Ln
Dogwood Ave

JENKINS COMMERCIAL PARK

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

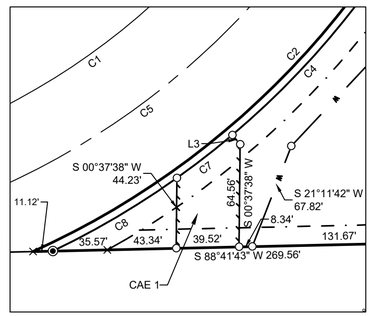




VICINITY MAP

LEGEND

- PLSS SECTION CONTROL (AS NOTED)
- FOUND BRASS RIGHT OF WAY MONUMENT (UNLESS OTHERWISE NOTED)
- FOUND 1/2" REBAR WITH NO CAP
- FOUND 60D NAIL REPLACED WITH 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
- CALCULATED POINT (NOTHING FOUND/NOTHING SET)
- SUBDIVISION BOUNDARY
- LOT LINE
- 15' PUBLIC UTILITY EASEMENT(UNLESS OTHERWISE NOTED)
- 39.50' PRIVATE CROSS ACCESS EASEMENT
- PUBLIC STORM WATER EASEMENT
- ADJOINING BOUNDARY LINE
- EXISTING ROAD CENTERLINE
- SECTION LINE
- EXISTING EASEMENT LINE (TYPE AND WIDTH AS DESCRIBED)
- DIMENSIONAL TIE LINE
- (R1-) RECORD INFORMATION FROM SURVEY INSTRUMENT No. 1748248
- (R2-) RECORD INFORMATION FROM MAVERICK IDAHO FALLS SUBDIVISION INSTRUMENT No. 1756138
- (R3-) RECORD INFORMATION FROM DEED FILED AS INSTRUMENT No. 618258
- P.U.E. PUBLIC UTILITY EASEMENT
- C.A.E. CROSS ACCESS EASEMENT
- POB POINT OF BEGINNING
- CP&F CORNER PERPETUATION AND FILING RECORD



DETAIL A:
SCALE 1'= 60'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	520.16'	432.46'	68°54'53"	S 54°35'21" W	489.37'
C2	415.13'	522.46'	45°31'30"	N 42°53'39" E	404.29'
C3	274.12'	522.46'	30°03'41"	S 54°46'57" E	270.99'
C4	272.84'	527.46'	29°38'17"	N 34°57'02" E	269.81'
C5	575.24'	480.30'	68°37'18"	S 54°28'45" W	541.47'
C6	250.51'	477.46'	30°03'41"	S 54°46'57" E	247.65'
C7	44.10'	527.46'	4°47'24"	S 52°09'52" W	44.08'
C8	90.69'	527.46'	9°51'06"	S 59°29'07" W	90.58'

REFERENCE CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
R3-C1	517.95'	432.46'	68°37'18"	N 54°30'02" E	487.54'
R3-C2	416.01'	522.46'	68°37'18"	N 54°30'02" E	589.00'
R3-C3	274.12'	522.46'	30°03'41"	S 54°46'57" E	270.99'

REFERENCES:

1) DEED INSTRUMENT No. 0618258
2) DEED INSTRUMENT No. 1775251
3) DEED INSTRUMENT No. 1659744
4) DEED INSTRUMENT No. 1780998
5) DEED INSTRUMENT No. 1509053
6) MAVERICK IDAHO FALLS SUBDIVISION PLAT INSTRUMENT No. 1756138
7) BISH'S RV PLAT INSTRUMENT No. 1652356
8) RECORD OF SURVEY INSTRUMENT No. 1748248
9) EASEMENT INSTRUMENT No. 1742276
10) EASEMENT INSTRUMENT No. 618258
11) EASEMENT INSTRUMENT No. 389476 & 389477
12) EASEMENT INSTRUMENT No. 1775250
13) ITD PLANS F-FG-6471 (62)
14) CP&Fs AS LISTED ON THE FACE OF THIS PLAT
15) DEED INSTRUMENT No. 1792127
16) DEED INSTRUMENT No. 1794360

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.

NOTES:

1) EXISTING CROSS ACCESS EASEMENT PURSUANT TO INSTRUMENT No. 1742276, DATED: FEB. 28, 2023
2) EXISTING 20' (20 FOOT) WIDE NO-BUILD EASEMENT PURSUANT TO INSTRUMENT No. 618258, DATED: JAN. 11, 1982
3) EXISTING 20' (20 FOOT) WIDE NO-BUILD & DITCH EASEMENT PURSUANT TO INSTRUMENT Nos. 389476 & 389477, DATED: SEP. 11, 1968
   (SEE CANAL RIGHT-OF-WAY CERTIFICATE SHEET 2)
4) MONUMENTS SET ALONG 33RD NORTH WERE SET AT THE LOT CORNER LOCATIONS, THESE MONUMENTS SERVE AS WITNESS CORNERS TO THE SUBDIVISION BOUNDARY.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 69°48'47" E	55.51'
L2	S 88°47'24" W	24.66'
L3	S 40°15'13" E	7.61'
L4	S 69°48'47" E	55.48'

R3- LINE TABLE		
LINE #	DIRECTION	LENGTH
R3-L1	S 69°48'37" E	54.86'
R3-L2	N 88°48'41" E	23.78'

PROFESSIONAL LAND SURVEYOR
LICENSED
18405
STATE OF IDAHO
CARDON T. PAYNE

IDAHO FALLS, ID

DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 24-086	DATE: January 29, 2026

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

JENKINS COMMERCIAL PARK

1 OF 2 SHEETS

JENKINS COMMERCIAL PARK

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED WOLVERINE VENTURES, LLC, A UTAH LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS JENKINS COMMERCIAL PARK, 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 RIGHTS-OF-WAY SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO THE DWIGHT A. AND COLLEEN LEE WILKINSON FAMILY TRUST RESIDING AT 280 E 33RD N, IDAHO FALLS, IDAHO, 83401, BEING THE OWNERS OF THE PROPERTY TO THE SOUTH DIRECTLY CONTIGUOUS WITH THIS SUBDIVISION, AND TO THEIR BENEFICIARIES, HEIRS, AND SUCCESSORS, A PRIVATE CROSS-ACCESS EASEMENT RUNNING WITH THE LAND, AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE 1, THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNERS ALSO DO HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNER OF SAID TRUST, HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDER, ITS LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDER AND SAID BENEFITED CAE HOLDER'S TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENT CAE 1.

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALLS' USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY THE 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 _____, 202____.

WOLVERINE VENTURES LLC, A UTAH LIMITED LIABILITY COMPANY

_____
BERT D. BRADFORD II , MANAGING 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 _____, 2026.

_____
BERT D. BRADFORD II, MANAGING MEMBER
WOLVERINE VENTURES LLC

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:

BOUNDARY DESCRIPTION

PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, IDAHO FALLS, STATE OF IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO FROM WHICH THE SOUTH QUARTER CORNER OF THE SAID SECTION 6 BEARS S 88°41'43" W 2632.83 FEET, THENCE S 88°41'43" W 814.79 FEET ALONG THE SOUTH LINE OF THE SAID SECTION 6 TO A POINT ON THE NORTH BOUNDARY LINE OF DEED RECORDED AS INSTRUMENT No. 1509053 IN BONNEVILLE COUNTY POINT BEING THE **POINT OF BEGINNING;**

THENCE S 88°41'43" W 269.56 FEET ALONG THE SOUTH LINE OF SECTION 6 ALSO BEING A POINT ON THE NORTH BOUNDARY LINE OF DEED INSTRUMENT No. 1509053 TO A POINT ON THE EAST RIGHT-OF-WAY OF 33RD NORTH SHOWN IN ITD PLANS PROJECT No. F-FG-6471 (62) AND DESCRIBED IN DEED FILED AS INSTRUMENT No. 618258, ALSO BEING A NON-TANGENT CURVE TO THE LEFT;
THENCE 415.13 FEET ALONG THE SAID NON-TANGENT CURVE TO LEFT (CURVE DATA: RADIUS= 522.46 FEET, DELTA= 45°31'30", CHORD= N 42°53'39" E 404.29 FEET)
THENCE N 20°10'06" E 579.12 FEET ALONG THE EAST RIGHT-OF-WAY OF 33RD NORTH TO THE SOUTHWEST CORNER OF MAVERICK IDAHO FALLS SUBDIVISION FILED AS INSTRUMENT No. 1756138;
THENCE S 68°01'26" E 406.12 FEET ALONG THE SOUTH BOUNDARY OF MAVERICK IDAHO FALLS SUBDIVISION FILED AS INSTRUMENT No. 1756138 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF US-20 AS DESCRIBED IN DEED FILED AS INSTRUMENT No. 618258;
THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF US-20 ON RAMP FOR THE FOLLOWING THREE(3) COURSES;
1) THENCE S 35°50'17" W 356.28 FEET;
2) THENCE S 43°22'06" W 526.94 FEET;
3) THENCE S 49°37'17" W 15.13 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF DEED INSTRUMENT No. 1509053 ALSO BEING THE **POINT OF BEGINNING.**

SAID PROPERTY CONTAINS 5.542 ACRES MORE OR LESS

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BERT D. BRADFORD II, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGING MEMBER OF THE UTAH LIMITED LIABILITY COMPANY WOLVERINE VENTURES LLC AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO:_____

RESIDING AT:_____

MY COMMISSION EXPIRES ON:_____

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 _____, 2026.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

IRRIGATION WATER RIGHTS DISCLOSURE

THE PROPERTY INCLUDED IN THIS PLAT HAS BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 11/18/2025 INSTRUMENT No. 1801421

DATE: 11/18/2025 INSTRUMENT No. 1801422

EXAMINING SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

DATE:_____ _____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL PLS 12223

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.

FLOOD PLAIN DESIGNATION

ZONE C PER FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1600270065 C, EFFECTIVE DATE NOVEMBER 4, 1981.
AND
ZONE X PER FLOOD INSURANCE RATE MAP AS SHOWN ON PANEL 70 OF 600 OF COMMUNITY-PANEL NUMBER 1600270070 D, EFFECTIVE DATE APRIL 2, 2002.

SURVEYOR'S NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF WOLVERINE VENTURES LLC WITH THE INTENTIONS TO PLAT THE LAND SHOWN FOR FUTURE DEVELOPMENT.

THE WEST BOUNDARY WAS DETERMINED BY THE RIGHT-OF-WAY OF 33RD NORTH (RESOLUTION OF RIGHT-OF-WAYS DESCRIBED BELOW). THE NORTH BOUNDARY WAS DETERMINED BY THE FOUND NAIL, RIGHT-OF-WAY MONUMENTS AND RECORD INFORMATION FROM MAVERICK IDAHO FALLS SUBDIVISION FILED AS INSTRUMENT No. 1756138. THE EAST BOUNDARY WAS DETERMINED BY FOUND RIGHT-OF-WAY MONUMENTS. THE SOUTH BOUNDARY WAS DETERMINED BY THE SOUTH SECTION LINE OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST.

RECYCLE ROAD AND 33RD NORTH:
RIGHT-OF-WAYS WERE DETERMINED BY FOUND RIGHT-OF-WAY MONUMENTS ALONG 33RD NORTH AND RECYCLE ROAD. COMBINED WITH INFORMATION SHOWN ON ITD PLAN SET F-FG-6471 (62), RECORD OF SURVEY FILED AS INSTRUMENT No. 1748248, AND DEED FILED AS INSTRUMENT No. 618258. FOUND MONUMENTS AND RECORD INFORMATION MATCHED WELL, OTHER THAN THE CURVE FOR 33RD NORTH SHOWN AS CURVE C6 ON THIS SURVEY. IN ORDER TO MAINTAIN HARMONY WITH THE RECOVERED MONUMENTS AND RECORD INFORMATION AS DESCRIBED ABOVE I COULD NOT MAINTAIN TANGENCY WITH THE CURVE FOR 33RD NORTH. I RESOLVED THE CENTERLINE CURVE BY MAINTAINING RECORD RADIUS LENGTH. C1 SHOWN ON THIS PLAT ARE NOT PARALLEL WITH THE CURVE ALONG 33RD NORTH. THEY ARE TANGENT WITH THE REST OF THE RIGHT-OF-WAY DEDICATION AREAS AND WILL CREATE A TANGENT RIGHT-OF-WAY CURVE FOR FUTURE 33RD NORTH EXPANSION.

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 JENKINS COMMERCIAL PARK, 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

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF JENKINS COMMERCIAL PARK, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____ _____
BONNEVILLE COUNTY RECORDER DATE

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

_____ _____
BONNEVILLE COUNTY TREASURER DATE

IDAHO FALLS, ID

DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 24-086	DATE: January 29, 2026

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6, IDAHO FALLS, ID 83401
208.881.0081

JENKINS COMMERCIAL PARK

2 OF 2 SHEETS

STAFF REPORT

FINAL PLAT
Jenkins Commercial Park

February 12, 2025

IDAHO FALLS

Community Development Services

Applicant: Connect Engineering

Project Manager: David Peterson

Property Owner: Mountain Life Ventures

Location: Generally located north of US Hwy 20, east of N Boulevard, south of Recycle Rd, and west of N 5th East.

Size: Approx. 5.542 acres
Lots: 1
Buildable: 1

Existing Zoning:
Site: HC
North: HC
South: HC, County A-1
East: HC
West: County A-1

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

Future Land Use Map:
Mixed-Use Centers and Corridors

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

Requested Action: To **approve** the final plat by the Mayor and City Council.

History: The property was annexed into the City in 2020 with an initial zoning of HC, Highway Commercial, and is in the Controlled Development Airport Overlay Zone.

Staff Comments: This final plat consists of approximately 5.542 acres with a total of 1 buildable lot. E 33rd North is classified as a minor arterial. The lot will have shared access with neighboring properties on E 33rd N. An additional 5' of right-of-way (ROW) will be dedicated along the frontage of the lot.

The HC Zone provides a commercial zone for retail and service uses serving the traveling public. There are no lot or block size requirements for the HC Zone. There are no land use restrictions in the Limited Development Airport Overlay Zone.

The Comprehensive Plan identifies this area as Mixed-Use Centers and Corridors. This transect denotes areas where people tend to shop, eat and gather with commercial uses that vary in scale from large, regional commercial centers to smaller commercial pockets.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the requirements of the Subdivision and Comprehensive Zoning Ordinances and 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.	N/A
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.	X
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.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures require otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets

Subdivision Ordinance:

10-1-5: GENERAL SUBDIVISION STANDARDS
Meets all standards.

10-1-9: FINAL PLAT APPROVAL PROCESS

(A)(9) If the final plat conforms to the provisions of the Subdivision Ordinance and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat.

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES.

(D) HC Highway Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of the highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This zone should be located at specific locations along highways leading into the City.

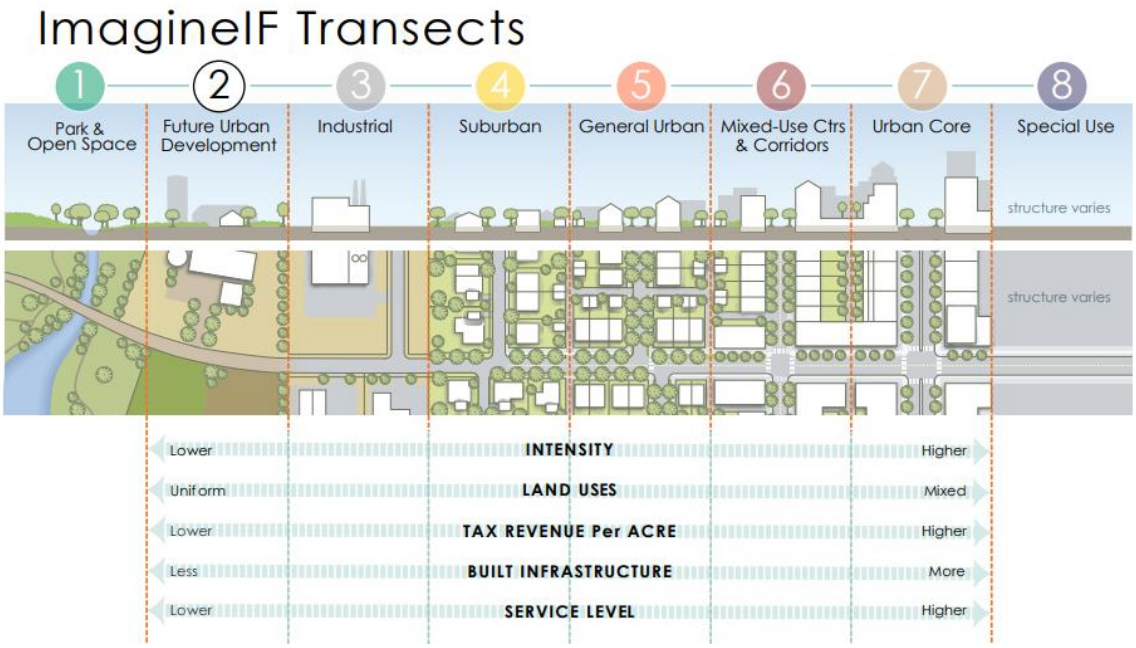
Table 11-3-5: Dimensional Standards for Commercial Zones

	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:

Focus on Form pg. 89
Incentivize development patterns that encourage neighborhood connectivity and interactions.





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

May 6, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: None.

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

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

MINUTES: Scott moved to accept the minutes of April 1, 2025, with the change of removing Marsha McDaniel as she has resigned, Ihler seconded the motion. The motion passed unanimously.

Business:

7. PLT 25-005: FINAL PLAT FOR JENKINS COMMERCIAL PARK.

Applicant: Travis Payne Connect Engineering, 2295 N Yellowstone Hwy, Unit 6, Idaho Falls, Idaho. Payne is presenting a plat that is in HC Zone consisting of 12.8 acres. The property is located on E 33rd N and Recycle Road. Both parcels are vacant and in the HC Zone. The plat will require improvements to East 33rd North, Anderson and dedicate 5' on both sides of East 33rd North so it will be built out to 3 lanes and Recycle Road will have 3 lanes. Public improvements to infrastructure and meet any other requirements.

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

Ihler asked about the extra 5' of right of way to create 3 lanes. Ihler asked if in the future they need 5 lanes, is it enough for later or is the right of way only enough to do 3 lanes. Peterson stated that the width for arterial is 100'. Generally, within the 100' there are different ways to create the road. Ihler confirmed that the added 5' of right of way will be 100'. Ihler feels that in the next 15 years there will be explosive amounts of development and that 33rd North is going to be busy and the whole interchange area could make things look different. Peterson stated that they are looking to make sure they have enough connectivity in the area and the 100' standard encompasses what they want, and they are working toward connections with Recycle Road and Jack Jenkins. There is a lot of interest in this area. This section of 33rd North is short. Ihler stated that it could look different when the new freeway is in when they remove the Holmes interchange. If they move forward with H2, Woodruff and Holmes will be combined to the east and this interchange will look different and US 20 might not be there. Iona might become with 33rd North and create the connectivity. Peterson stated that if development goes as expected there might not be room for it to be built out. Ihler understands he is looking way past this current plat. Peterson stated that the 100'standard gives them room to grow.

Meehan moved to recommend to the Mayor and City Council approval of the Final Plat for Jenkins Commercial Park. Storer seconded the motion. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF JENKINS COMMERCIAL PARK GENERALLY LOCATED NORTH OF US HWY 20, EAST OF N BOULEVARD, SOUTH OF E 33RD NORTH, AND WEST OF N 5TH EAST.

WHEREAS, the applicant filed an application for a final plat on March 26, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on May 6, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 12, 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 comprises one parcel with a total area of approximately 5.542 acres of land, generally located north of US Hwy 20, east of N Boulevard, south of E 33rd North, and west of N 5th East.
3. The final plat includes 1 buildable lot.
4. Access to the subdivision will come from E 33rd North.
5. 5 feet of right-of-way will be dedicated along the frontage of E 33rd North.
6. Cross access easements are provided for adjacent properties along E 33rd North.
7. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
8. The proposed development is consistent with the principles of the City's Comprehensive Plan and the HC, Highway 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 THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw - Mayor

DEVELOPMENT AGREEMENT
JENKINS COMMERCIAL PARK

This DEVELOPMENT AGREEMENT JENKINS COMMERCIAL PARK ("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 WOLVERINE VENTURES, LLC, a Utah limited liability company, whose mailing address is 727 South Main Street, Spanish Fork, Utah 84660 ("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

WOLVERINE VENTURES, LLC

By _____
Bert D. Bradford II

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 _____)
) ss:
County of _____)

On this _____day of _____, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Bert D. Bradford II, 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.

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

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 Utah)
) ss:
County of Utah)

On this 28th day of January, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Bert D. Bradford II, 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.

JANET EVERITT
Notary Public, State of Utah
Commission #736754
My Commission Expires
04/21/2028

(Seal)

Janet Everitt
Notary Public of ~~Idaho~~ Utah
Residing at: 727 S Main Spanish Fork, UT
My Commission Expires: 4.21.28

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
JENKINS COMMERCIAL PARK

PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, IDAHO FALLS, STATE OF IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO FROM WHICH THE SOUTH QUARTER CORNER OF THE SAID SECTION 6 BEARS S 88°41'43" W 2632.83 FEET, THENCE S 88°41'43" W 814.79 FEET ALONG THE SOUTH LINE OF THE SAID SECTION 6 TO A POINT ON THE NORTH BOUNDARY LINE OF DEED RECORDED AS INSTRUMENT No. 1509053 IN BONNEVILLE COUNTY POINT BEING THE POINT OF BEGINNING;

THENCE S 88°41'43" W 269.56 FEET ALONG THE SOUTH LINE OF SECTION 6 ALSO BEING A POINT ON THE NORTH BOUNDARY LINE OF DEED INSTRUMENT No. 1509053 TO A POINT ON THE EAST RIGHT-OF-WAY OF 33RD NORTH SHOWN IN ITD PLANS PROJECT No. F-FG-6471 (62) AND DESCRIBED IN DEED FILED AS INSTRUMENT No. 618258, ALSO BEING A NON-TANGENT CURVE TO THE LEFT;
THENCE 415.13 FEET ALONG THE SAID NON-TANGENT CURVE TO LEFT (CURVE DATA: RADIUS= 522.46 FEET, DELTA= 45°31'30", CHORD= N 42°53'39" E 404.29 FEET)
THENCE N 20°10'06" E 579.12 FEET ALONG THE EAST RIGHT-OF-WAY OF 33RD NORTH TO THE SOUTHWEST CORNER OF MAVERICK IDAHO FALLS SUBDIVISION FILED AS INSTRUMENT No. 1756138;
THENCE S 68°01'26" E 406.12 FEET ALONG THE SOUTH BOUNDARY OF MAVERICK IDAHO FALLS SUBDIVISION FILED AS INSTRUMENT No. 1756138 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF US-20 AS DESCRIBED IN DEED FILED AS INSTRUMENT No. 618258;
THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF US-20 ON RAMP FOR THE FOLLOWING THREE(3) COURSES;
1) THENCE S 35°50'17" W 356.28 FEET;
2) THENCE S 43°22'06" W 526.94 FEET;
3) THENCE S 49°37'17" W 15.13 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF DEED INSTRUMENT No. 1509053 ALSO BEING THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 5.542 ACRES MORE OR LESS

EXHIBIT "B"
SPECIAL CONDITIONS

JENKINS COMMERCIAL PARK

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Access to 33rd North. Access to 33rd North shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

S.C. 3.00 Arterial Street Section Improvements for 33rd North. DEVELOPER shall design and construct the Roadway improvements (1,200 ft) improvements in 33rd North through the limits of the Subdivision in accordance with CITY-approved Improvement Drawings. DEVELOPER shall be reimbursed for this work, and reimbursement is subject to paragraph 11 of this Agreement. Reimbursement schedule is also subject to CITY's ability to collect impact fees and final acceptance of the Roadway. 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.

Reimbursement Schedule is as follows:

1.	Arterial Roadway Street Improvements	2760 S.Y.
2.	Standard Curb and Gutter	1780 L.F.
3.	5 Wide foot Sidewalk	531 S.Y.
4.	Storm Inlets	7 Each
5.	12" Storm Sewer	394 L.F.
6.	Landscape Strip	25,689 S.F.
7.	Light Poles	4 Each

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 Site Plan. Maintenance of the storm system shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 7.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct one thousand and ten feet (1,010'] of twelve-inch (12") water main line starting approximately forty-one feet (41') southwest from the intersection of 33rd North and Recycle Road and continuing to and 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's Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the 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. 8.00 Water Line Connection Fee in 33rd North. CITY agrees to allow DEVELOPER to connect to the water main located in 33rd North, subject to DEVELOPER's payment of the water main connection fees in the amount of Ten Thousand Four Hundred Sixty-Four Dollars and Eighty Cents ($10,464.80; 206 feet currently at $50.80 per foot), pursuant to section 8-4-14 (C) of the City Code. Mainline connection fee costs are subject to adjustment when CITY's fee resolution is adjusted from time to time by City Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs, successors, or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY's water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S.C. 9.00 Sewer Main Connection Fee in 33rd North. CITY agrees to allow DEVELOPER to connect to the sewer main located in 33rd North, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of

Six Thousand One Hundred Thirty-Two Dollars and Sixty-Two Cents ($6,132.62; 206 feet; currently at $29.77 per foot). Mainline connection fee costs are subject to adjustment when CITY's fee resolution is adjusted from time to time by City Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs, successors, or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY's water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

Memorandum

File #: 26-40 **City Council**

FROM: Wade Sanner, Director
DATE: Monday, February 2, 2026
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing for the Annexation and Initial Zoning of LM, Light Manufacturing and Heavy Commercial with the Limited Development Approach Surface and Limited Development Airport Overlay Zone - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East.

Council Action Desired
☒ Ordinances ☒ Resolutions ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of "Special Use;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

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

Description, Background Information & Purpose
Attached is the application for Annexation and Initial Zoning of LM, Light Manufacturing and Heavy Commercial with the Limited Development Approach Surface and Limited Development Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 127.6 acres for a portion of Section 1, Township 2 North, Range 37 East. On January 6, 2026, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of LM, Light Manufacturing and Heavy Commercial with the Limited Development Approach Surface and Limited Development Airport Overlay Zone to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Successful annexation consideration seeks consistency with the principles of the Comprehensive Plan, including Growth, Sustainability, and Livable Communities. Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

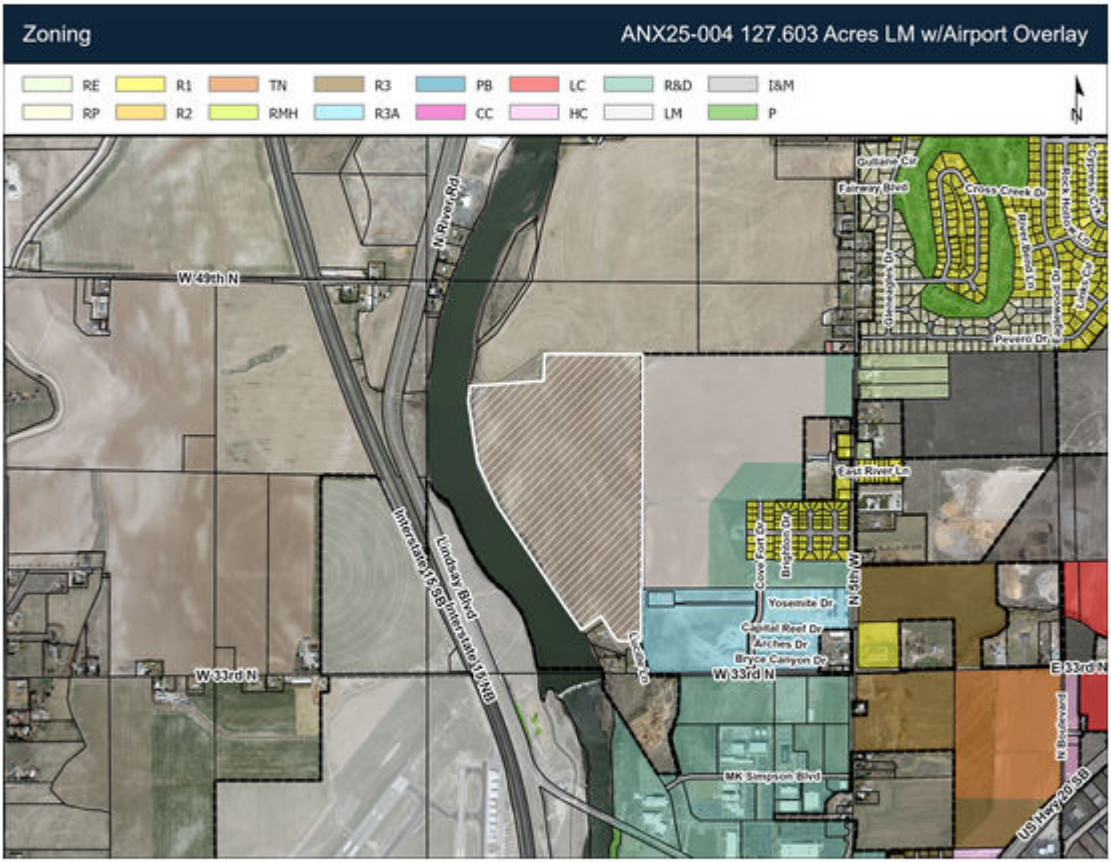
The annexation legal description has been reviewed for accuracy by professional surveyors in the Public Works Engineering Division.

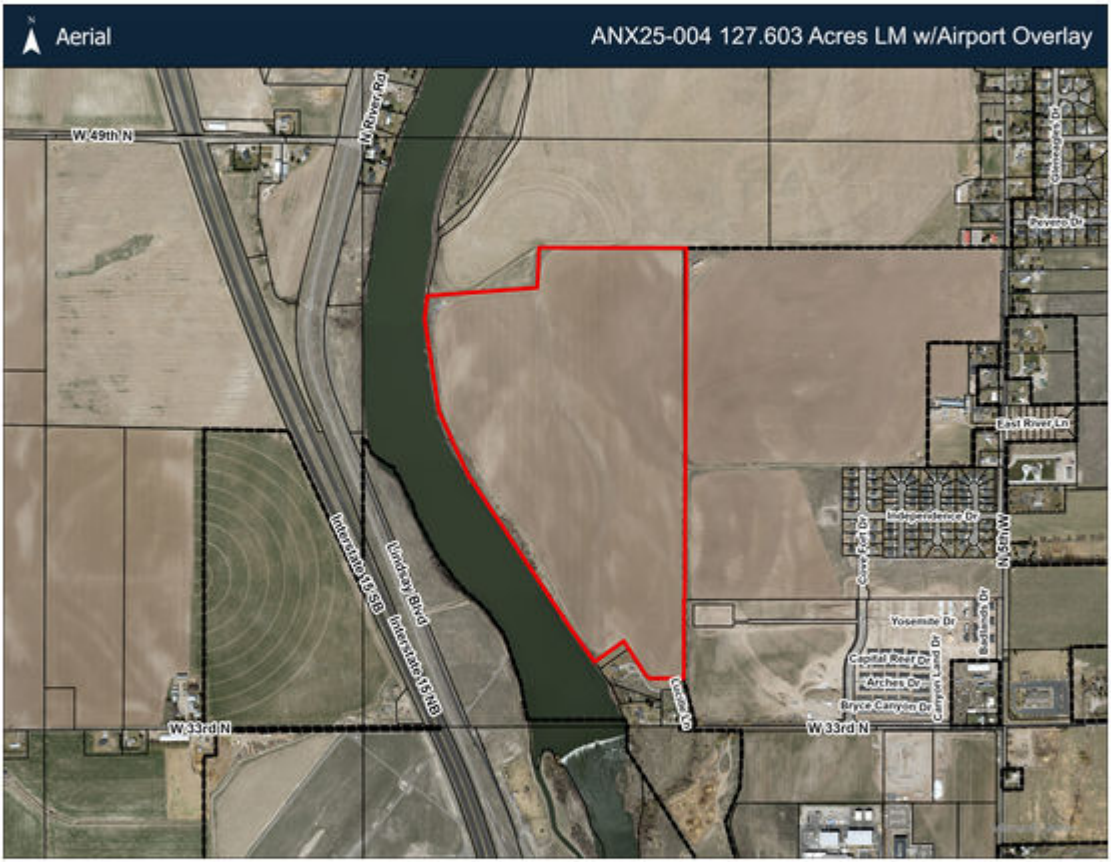
Fiscal Impact

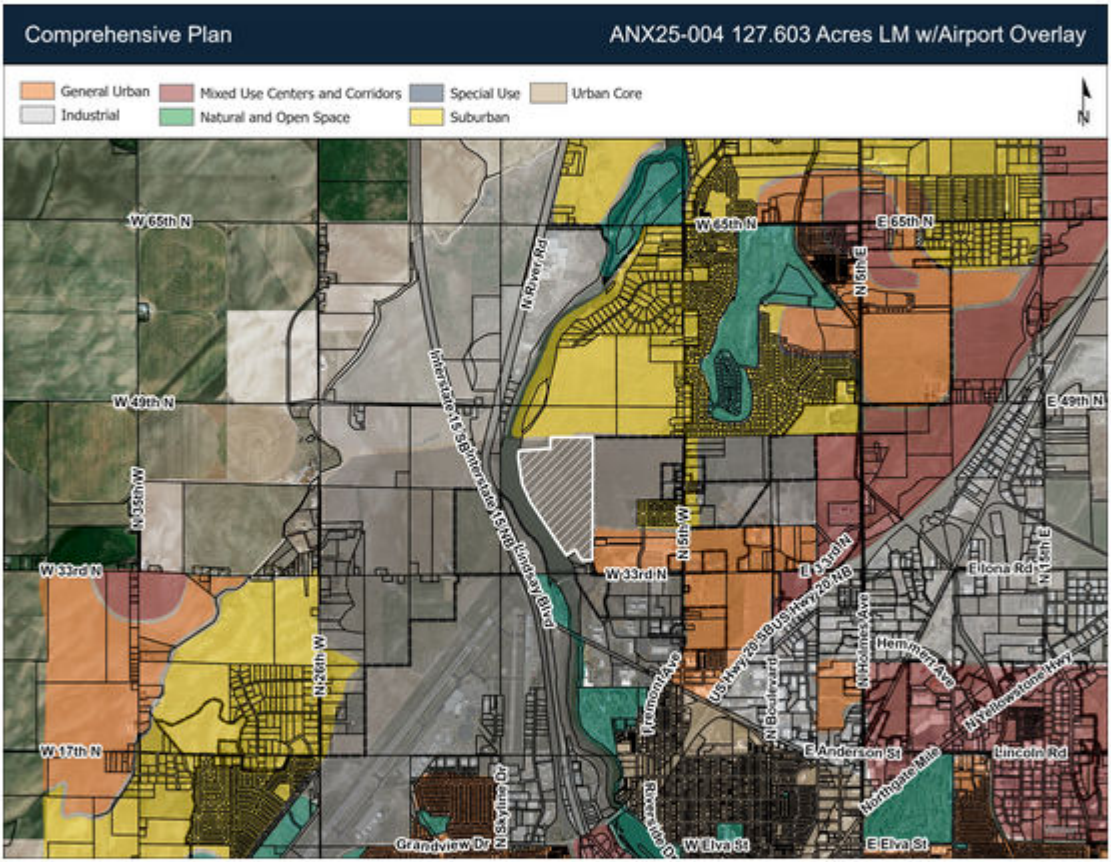
NA

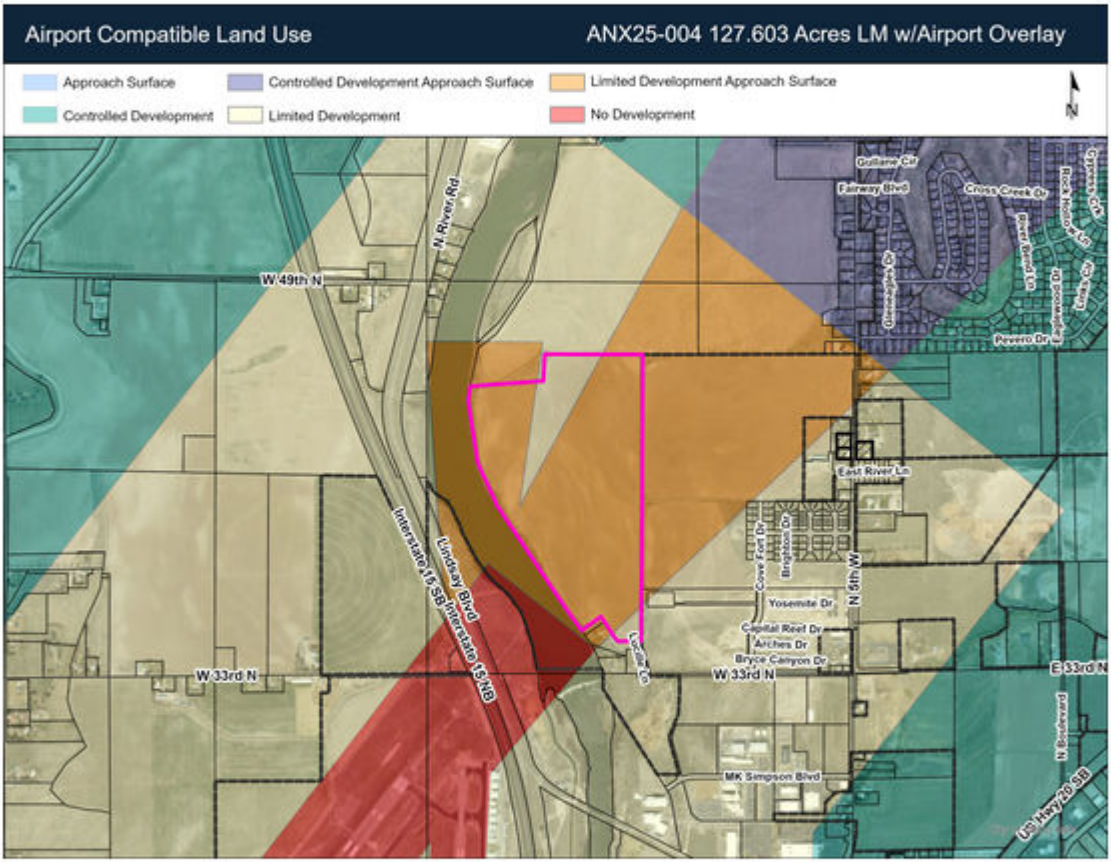
Legal Review

This application and ordinances have been reviewed by the Legal Department for consistency with state statues.


Zoning
ANX25-004 127.603 Acres LM w/Airport Overlay
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
W 49th N
N River Rd
Fairway Blvd
Guiliano Cir
Cross Creek Dr
Pevero Dr
East River Ln
Cove Port Dr
Brighton Dr
N 4th W
Yosemite Dr
Capital Reef Dr
Arches Dr
Bryce Canyon Dr
W 33rd N
E 33rd N
Lindsay Blvd
Interstate 15 SB
Interstate 15 NB
MK Simpson Blvd
N Boulevard
US Hwy 26 SB


Aerial
ANX25-004 127.603 Acres LM w/Airport Overlay
W 49th N
N River Rd
Interstate 15 SB
Interstate 15 NB
Lindsay Blvd
W 33rd N
Cascade Ct
Pevero Dr
East River Ln
Independence Dr
N 59th W
Yosemite Dr
Capital Reef Dr
Arches Dr
Bryce Canyon Dr
Canyon Lands Dr
Badlands Dr


Comprehensive Plan
ANX25-004 127.603 Acres LM w/Airport Overlay
General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
N
W 65th N
W 49th N
W 33rd N
W 17th N
N 36th W
N 26th W
N 5th W
N River Rd
Interstate 15 SB
Interstate 15 NB
Lindsey Blvd
W 45th N
E 65th N
N 6th E
E 49th N
E 33rd N
E Ilona Rd
N 15th E
US Hwy 20 SB
US Hwy 20 NB
N Holmes Ave
Hemlock Ave
N Boulevard
Tremont Ave
Yellowstone Hwy
E Anderson St
Lincoln Rd
Northgate Mile
Riverside Dr
Grandview Dr
W Elva St
E Elva St


Airport Compatible Land Use
ANX25-004 127.603 Acres LM w/Airport Overlay
Approach Surface
Controlled Development Approach Surface
Limited Development Approach Surface
Controlled Development
Limited Development
No Development
N
W 49th N
N River Rd
Interstate 15 SB
Interstate 15 NB
Lindsay Blvd
W 33rd N
Lucas Ln
Fairway Blvd
Cross Creek Dr
Pevero Dr
East River Ln
Cove Fort Dr
Brighton Dr
N 5th W
Yosemite Dr
Capital Reef Dr
Arches Dr
Bryce Canyon Dr
E 33rd N
MK Simpson Blvd
N Boulevard
US Hwy 29 SB

STAFF REPORT

ANNEXATION OF 127.6 ACRES IN SECTION 1, TOWNSHIP 2 NORTH, RANGE 37 EAST. INITIAL ZONING OF LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL AND AIRPORT OVERLAY ZONE OF LIMITED DEVELOPMENT APPROACH SURFACE AND LIMITED DEVELOPMENT

February 12, 2026

IDAHO FALLS

Community Development Services

Applicant: City of Idaho Falls

Owner: City of Idaho Falls

Project Manager: Brian J. Stevens

Location: Generally located north of W 33rd North, east of the Snake River, south of W 49th North, and west of N 5th West.

Size: Approximately 127.6 Acres

Zoning:
Existing: Conty RA-2/A-1
North: County A-1
South: County A-1
East: LM/R3A
West: River

Proposed Zoning: LM with Airport Overlay Zone

Existing Land Uses:
Site: Agriculture
North: Agriculture
South: County Residential
East: Agriculture
West: River

Future Land Use Map: Special Use

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Allowed Uses
4. Annexation Exhibit
5. Maps & Aerial Photos

Requested Action: To **Approve** the annexation and initial zoning of LM, Light Manufacturing and Heavy Commercial and Airport Overlay Zone of Limited Development Approach Surface and Limited Development by the Mayor and City Council.

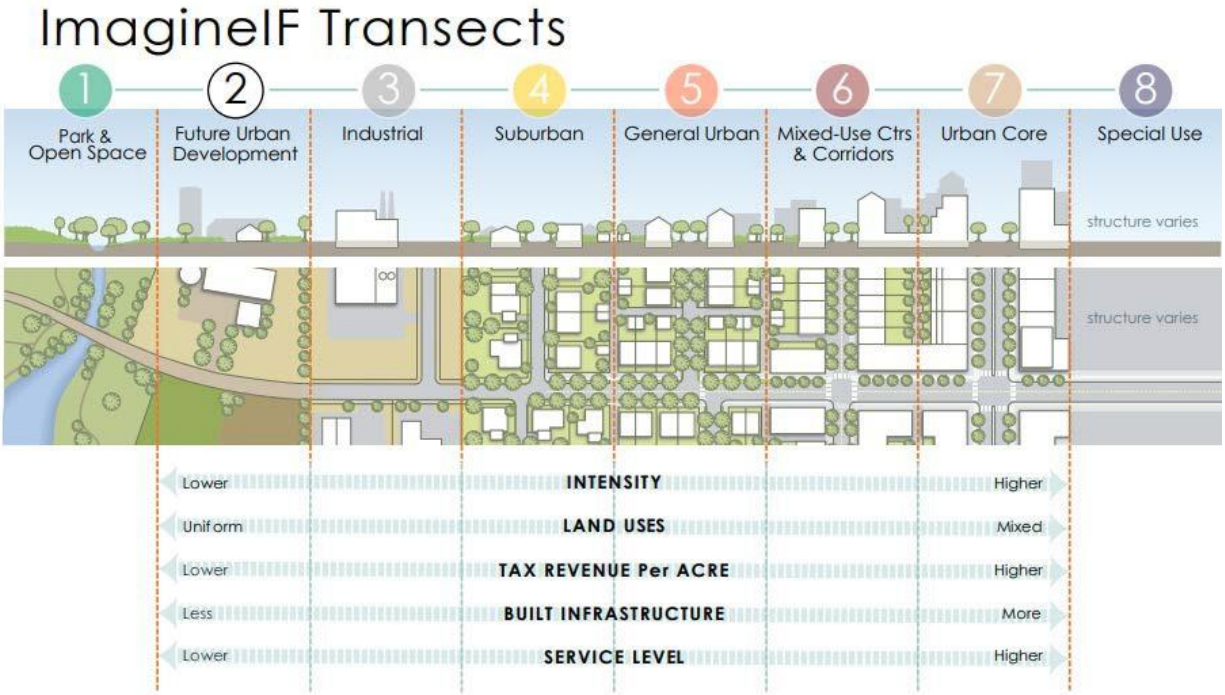
Annexation: This annexation was requested by the property owner. The property is in the Area of Impact and contiguous to city limits along the eastern property line. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is LM with the Airport Overlay Zone of Limited Development Approach Surface and Limited Development. The property is adjacent to LM zoning to the east and to the west across the river. The property was acquired by the airport for airport purposes related to the approach and proximity of the runway. Airport property is zoned LM.

Staff Recommendation: Staff has reviewed the annexation and initial zoning application and finds that it is consistent with the Comprehensive Zoning Code and the City's Comprehensive Plan. Staff recommends approval of the annexation and initial zoning of LM and the Airport Overlay Zone.

Comprehensive Plan Land Use

Transects: pg. 60-70





8. **Special Use**

Snapshot: The Special Use Transect denotes specific types of land use which do not readily fit into broad use categories. Structures and amenities in this designation vary and are considered on a case-by-case basis.

Local examples: INL campus, University Place, CEI campus, Airport, Sewer Treatment Plant.

Zoning Ordinance:

11-3-5: PURPOSES OF COMMERCIAL ZONES.

(A) LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.

11-3-8: STANDARDS FOR INDUSTRIAL ZONES

(A) Dimensional Standards. Table 11-3-7 Dimensional Standards for the LM and I&M Zones shall be used for determining the minimum site area, minimum setbacks, maximum building height and maximum lot and building coverage in that Zone.

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

(Ord. 3233, 12-20-18)

11-5-3: AIRPORT OVERLAY ZONE

(B) Compatible Land Use Regulations.

(b) Limited Development Approach Surface Zone. The Limited Development Approach Surface Zone provides a sixty (60)-degree sector in which aircraft are conducting their turn and decent to fi final approach or initial turn after take off.

(d) Limited Development Zone. The Limited Development Zone is the area in which routine traffic c and touch-and-go maneuvers are conducted. This Zone provides a general environment of safety for aircraft, persons and property.

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Industrial		Special Purpose	
Proposed Land Use Classification	**LM**	**I&M**	**R&D**	**P**
Accessory Use	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C_2	P		C_2
Agriculture Tourism	C_2	P		C_2
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C_2
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C_2		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C_2
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C_2	P		
Day Care Center*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Dry Cleaning	P	P		
Dwelling, Multi-Unit*			P	
Eating Establishment, Limited	P	P	P	
Equipment Sales, Rental and Service	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		

Proposed Land Use Classification	LM	I&M	R&D	P
Food Store	P	P		
Fuel Station, Super	P	P		
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C_2	C_2	C_2	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Lodging Facility	P		C_2	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C_2	C_2
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C_2
Research and Development Business	P	P	P	
Retail	P	P		
Salvage Yard & Recycling Centers*		P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle Body Shop	P	P		
Vehicle Sales, Rentals and Service	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3451, 3-31-22) (Ord. 3496. 12-8-22) (Ord. 3574, 6-13-24) (Ord. 3629, 10-23-25)

Table 11-5-6: Compatible Uses in the Airport Overlay

"N" denotes a use that is not compatible and is prohibited.
"Y" denotes a use that is compatible.
"C" denotes a use that is compatible that meets one or more of the following indicated conditions where applicable:

a. Residential densities must be less than nine (9) units per acre for areas of parcels located within the sixty five (65) decibel limit on the IFRA Noise Contours Map (located in the City's Planning Division)
b. Structures shall be shifted away from runway centerline when possible
c. A recorded avigation easement is required
d. A recorded avigation easement is required if within one thousand feet (1000') of the runway.
e. Permitted uses will not create bodies of water, or generate smoke, steam, or other visual obstruction
f. An Airport Disclosure Note is required on plats recorded after the adoption of this Section.

Compatable Land Uses				
Land Use	**No Development**	**Limited Development Approach Surface**	**Controlled Development Approach**	**Limited Development**
Accessory use	N	C[c,f]	Y	Y
Adult Business	N	C[c,f]	Y	Y
Agriculture	N	Y	Y	Y
Agriculture Tourism	N	C[c,f]	Y	Y
Airport	Y	Y	Y	Y
Amusement Center, Indoor	N	N	Y	Y
Amusement Center, Indoor Shooting Range	N	N	Y	Y
Amusement Center, Outdoor	N	C[c,e,f]	C[e]	Y
Animal Care Clinic	N	C[C,F]	Y	Y
Animal Care Facility	N	C[c,f]	Y	Y
Artist Studio	N	C[b,c,e,f]	C[e]	C[e]
Auction, livestock	N	C[c,e,f]	Y	Y
Bed and Breakfast	N	N	C[a,b,f]	C[d,f]
Boarding /Rooming House	N	N	C[a,b,f]	C[d,f]
Building Contractor Shop	N	C[b,c,f]	Y	Y
Building Material, Garden and Farm Supplies	N	C[b,c,f]	Y	Y
Cemetery	N	C[c,e,f]	C[e]	Y
Club	N	N	Y	Y
Communication Facility	N	C[b,c,e,f]	Y	Y
Correctional Facility or Jail	N	C[b,c,e,f]	C[b,e]	Y
Day Care, all Types	N	C[b,c,f]	Y	Y
Drinking Establishment	N	C[b,c,f]	Y	Y
Drive-through Establishment	N	C[b,c,f]	Y	Y
Dwelling, accessory unit	N	N	C[a,b,f]	C[d,f]
Dwelling, multi-unit	N	N	C[a,b,f]	C[d,f]
Dwelling, single unit attached	N	N	C[a,b,f]	C[d,f]
Dwelling, single unit detached	N	N	C[a,b,f]	C[d,f]
Dwelling, two unit	N	N	C[a,b,f]	C[d,f]
Eating Establishment	N	C[b,c,f]	Y	Y

Compatable Land Uses				
Land Use	**No Development**	**Limited Development Approach Surface**	**Controlled Development Approach**	**Limited Development**
Eating Establishment, limited	N	C[b,c,f]	Y	Y
Equipment Assembly	N	C[b,c,e,f]	C[b,e]	C[e]
Entertainment and Cultural Facilities	N	N	Y	C[e]
Equipment Sales, Rental and Services	N	C[b,c,f]	Y	Y
Financial Institutions N	N	C[b,c,f]	Y	Y
Food Processing, small scale	N	C[b,c,e,f]	C[b,e]	C[e]
Food Processing N Cb,c,e,f Cb,e Ce	N	C[b,c,e,f]	C[b,e]	C[e]
Food Store N Cb,c,f Y Y	N	C[b,c,f]	Y	Y
Fuel Station N Cb,c,f Y Y	N	C[b,c,f]	Y	Y
Fuel Station, super N Cb,c,f Y Y	N	C[b,c,f]	Y	Y
Health Care and Social Services N N Y Y	N	N	Y	Y
Higher Education Center N Cb,c,f Y Y	N	C[b,c,f]	Y	Y
Home Occupation N N Y Y	N	N	Y	Y
Hospital N Cb,c,f Y Y	N	C[b,c,f]	Y	Y
Industry, Craftsman N Cb,c,e,f Cb,e Ce	N	C[b,c,e,f]	C[b,e]	C[e]
Industry, Heavy N Cb,c,e,f Cb,e Ce	N	C[b,c,e,f]	C[b,e]	C[e]
Industry, Light N Cb,c,e,f Cb,e Ce	N	C[b,c,e,f]	C[b,e]	C[e]
Information Technology N Cb,c,f Y Y	N	C[b,c,f]	Y	Y
Laundry and Dry Cleaning N Cb,c,f Y Y	N	C[b,c,f]	Y	Y
Live-Work	N	N	C[a,b,f]	C[d,f]
Lodging Facility	N	N	C[a,b,f]	C[d,f]
Manufactured Home	N	N	C[a,b,f]	C[d,f]
Medical Support Facility	N	C[b,c,f]	Y	Y
Mobile Home Park	N	N	C[a,b]	C[d,f]
Mortuary	N	N	Y	Y
Park and Recreation Facility	N	N	Y	Y
Parking Facility	C[b,c,e,f]	C[b,c,f]	Y	Y
Pawn Shop	N	C[b,c,f]	Y	Y
Personal Service	N	C[b,c,f]	Y	Y
Planned Unit Development	N	N	C[a,d,f]	C[d,f]
Professional Service	N	C[b,c,f]	Y	Y
Public Service Facility	C[b,c,e,f]	C[b,c,e,f]	C[b,e]	C[e]
Public Service Facility, limited	C[b,c,e,f]	C[b,c,e,f]	C[b,e]	C[e]
Public Service Use	C[b,c,e,f]	C[b,c,e,f]	C[b,e]	C[e]
Railroad Freight Terminal and Station	C[b,c,e,f]	C[b,c,f]	Y	Y
Recreational Vehicle Park	N	N	C[a,b,f]	C[d,f]
Religious Institution	N	N	Y	Y
Research and Development	N	C[b,c,e,f]	C[b,e]	C[e]
Residential Care Facility	N	N	C[a,b,f]	C[d,f]
Retail	N	C[b,c,f]	Y	Y

Compatable Land Uses				
Land Use	**No Development**	**Limited Development Approach Surface**	**Controlled Development Approach**	**Limited Development**
School	N	C[b,c,f]	Y	Y
Short Term Rental	N	N	C[a,b,f]	C[d,f]
Storage Facility, Indoor	N	C[b,c,f]	Y	Y
Storage Facility, self serve	N	C[b,c,f]	Y	Y
Storage Yard	N	C[b,c,f]	Y	Y
Terminal Yard, trucking and bus	C[b,c,e,f]	C[b,c,f]	Y	Y
Transit Station	C[b,c,e,f]	C[b,c,f]	Y	Y
Vehicle Body Shop	N	C[b,c,f]	Y	Y
Vehicle Repair and Service	N	C[b,c,f]	Y	Y
Vehicle Sales and Rentals	N	C[b,c,f]	Y	Y
Vehicle Washing Facility	N	C[b,c,f]	Y	Y
Warehouse	N	C[b,c,f]	Y	Y
Warehouse, Wholesale with flammable materials	N	N	C[b]	Y

(C) Airport Overlay Height Zone Limitations. In order to support the provisions of this Chapter, there are hereby created and established certain Height Zones, which Zones include all of the land and airspace above the surface of the land. Such Height Zones shall be known respectively as the Approach Surface Height Zone, Transitional Surface Height Zone, Horizontal Surface Height Zone and Conical Surface Height Zone. Such Height Zones are shown on the Idaho Falls Regional Airport Height Limitations Map, located in the City's Planning Division.

(1) Establishment of Airport Height Zones: Each portion of a parcel located in more than one (1) of the following Height Zones shall be evaluated independently. The various zones are hereby established and defined as follows:

(a) Approach Surface Height Zone. The inner edge of this Zone coincides with the width of the primary surface and is one thousand (1,000) feet wide. The Approach Surface Height Zone expands outward uniformly from the edge of the runway to a width of sixteen thousand (16,000) feet at a horizontal distance of fifty thousand (50,000) feet. Its centerline is the continuation of the centerline of the runway.

(b) Transitional Surface Height Zone. The Transitional Surface Height Zone is the areas beneath the transitional surfaces.

(c) Horizontal Surface Height Zone. The Horizontal Surface Height Zone is established by swinging arcs of five thousand (5,000) or ten thousand (10,000) feet radii from the center of each end of the primary surface of the primary runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The Horizontal Surface Height Zone does not include the Approach Surface Height Zone or the Transitional Surface Height Zone. The Horizontal Surface Height Zone is constructed with ten thousand (10,000) feet radii.

(d) Conical Surface Height Zone. The Conical Surface Height Zone is established as the

January 6, 2026 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: Mary Scales

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Brian Stevens, 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: Meehan moved to accept the minutes of December 9, 2025, Ihler seconded the motion. The motion passed unanimously.

Public Hearings:

1. ANNX 25-004: ANNEXATION AND INITIAL ZONING OF LM FOR 127.603 ACRES.

Ogden opened the public hearing.

Applicant: City of Idaho Falls – Brian Stevens presented for the City.

Stevens presented the staff report, a part of the record. The property is 127+ acres near East River Road (N 5th West). The property is owned by the City of Idaho Falls Airport. The application is for a zoning of LM with an airport overlay Approach surface and Limited Development. The property was acquired by the Airport for airport purposes and airport property is zoned LM.

Ogden asked what manufacturing use they can do on this property and what are the height restrictions.

Ian Turner, Idaho Falls Airport Director. Turner stated that there will be no manufacturing built on this property and that is why the airport purchased the property, to protect the approach to the airport. The property will stay the way it exists today.

Ogden asked if anything is built on the property then it has height restrictions. Turned indicated that there are divisions between State Law and what the FAA will allow them to use the property for. Turner stated that nothing with steam or exhaust is allowed. Ogden asked if a hanger would be allowed. Turner stated that it would be allowed, but the only placement on the property considered is navigation lights.

Meehan asked if most of the uses of the land that would fall under an LM Zone would not be allowed, why is the airport zoned LM. Stevens stated that the Comprehensive Planning Ordinance has an airport overlay section and there is a stack of uses and conditional uses and when they wrote the code the airport was already in the LM Zone and so they built upon the LM Zone as a primary purpose to house the airport. They created 3 additional components: land use; height; noise. They are trying to protect the airport from blowback on those issues and residents from being impacted. Certain areas like the “red” nothing can be built, “orange” has very small amount of structures. This land is owned by the airport and if the airport doesn’t want to build anything they zone it as LM.

Beutler stated that all the airport is zoned LM and that is a holdover of prior zoning ordinance. A lot of the airport operations have a Light industrial manufacturing feel to them. They do not have a zoning district that would only be for airport use, so they look for the most compatible zone and that is why they chose LM.

Storer asked if farming is permitted use in LM. Stevens indicated that it would be grandfathered as a use. Beutler stated that agriculture is allowed use in the LM Zone.

Scott asked about the overlapping jurisdiction with City and FAA. Who is the ultimate authority if someone wanted to build on this land? Stevens stated that the Airport is the authority and owner and they will apply the FAA rules for anything they want to build. Scott confirmed that FAA is the most restrictive on terms and rules.

Support/Opposition:

Audrey Jeppson, 5144 Eagle Wood Drive, Idaho Falls, Idaho. Previously owned 2 residences and previously part owner of the farm on this property. She is thrilled to hear that there are no active plans to build anything, as the property is near and dear to them. There are a lot of residential areas around that area, and access is limited. The main access is 33rd North which is paved part way and then the other part of the road is gravel. There is a private lane owned by Gerry and Leora Johnson that connects 33rd to the Subject property. If there were to be anything built that would cause traffic in the area, another access would need to be considered, and additional noise would be an issue. The family would ask that there be a buffer zone if anything is going to be built. Jeppson asked about a weather station and asked if there is merit to that rumor.

Leora Johnson 1000 W 33rd North, Idaho Falls, Idaho. Johnson stated that about 2 years ago they went to the City to request a rezone and they were denied and the City said that the planes flew over and they could not rezone for housing and that there was no access, no utilities and the property was condemned and taken over by eminent domain. NO buildings could be bult on the property and only farming could be done on the property.

Jerry Johnson 1000 W 33rd North, Idaho Falls, Idaho. Johnson was a Green Berret and served his Country. Johnson stated that when they tried to rezone the property and the farm that they moved onto in 947 the County said they have a vector and nothing could be built on there that would pose a hazard to an airplane landing in the area in an emergency. Johnson proposed building a runway that lines up with the current runway. The County indicated that there is no telling where an emergency landing would be. The highest use for the land would be agriculture. This property is right on the river just north of town and the most beautiful property in the area. To use the property as warehouse is inexplainable. Johnson accepted the reality that the best use would be agriculture. Mr. Ball, who was farming the land, took the sprinkler system off because the Airport was going to charge Ball more to farm the land. Without the sprinkler system in place, it cannot be farmed. Johnson could not put houses on the property, and they wanted to do 2 acre lots with a strip down the middle for an airplane to land. They were surprised when they received the notice that they were going to do warehouses as they feel that warehouses would be more hazardous than a house. Johnson asked if they build warehouses, will they observe the vector where houses were not allowed to be built.

Ogden closed the public hearing.

Turner wanted to address allowed uses on the property. Turner stated that they receive grant money that comes with 39 strings and one of which is they have committed to utilizing this property for aeronautic uses only. They are prevented from doing anything that is not aeronautical in nature, including warehouses. The FAA requirements for accepting federal dollars, and the local zoning requirements are different. The property to be annexed has to be zoned with something and LM is the closest thing in the code to choose. Turner stated that there is a catch with how the property was acquired by eminent domain. They are restricted by State Law on what they can use this property for, and it has to be a governmental use. There are a lot of strings attached to this property which will prevent items that were addressed during public comment.

Ogden wants to articulate that the public is concerned about the zoning designation because they have to look down the road as to what could potentially be built under the LM Zone. Ogden feels it is important to add additional information that the strings attached to the property supersede all of the City requirements, a lot of the concerns can be set aside. The purpose for the LM Zone is because there is not a better designation.

Meehan stated that in the absence of a distinct zone for an airport this is the best way to zone airport-controlled land.

Ihler stated that it is highly disappointing that this I prime piece of real estate and it cannot be used for anything else, although he does understand the FAA Rules. Ihler is sure that the City will use this property the best way it can.

Meehan agreed that prime river front land that is zoned industrial use hard to see, but in this case, you can see the runway, and it makes sense to protect the land for airport use.

Ihler moved to recommend to the Mayor and City Council approval of the Annexation of 127.603 acres with initial zoning of LM, Light Manufacturing and Heavy Commercial and Airport Overlay Zone of Limited Development Approach Surface and Limited Development. Scott seconded the motion. Ogden called for roll call vote: Ogden, yes; Scott, yes; Ihler, yes; Harger, yes; Panter, yes; Storer, yes; Meehan, yes. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 127.6 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, as follows:

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2026.

_____
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 Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 127.6 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Emily Geisler, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 127.6 ACRES GENERALLY LOCATED NORTH OF W 33RD NORTH, EAST OF THE SNAKE RIVER, SOUTH OF W 49TH NORTH, AND WEST OF N 5TH WEST

WHEREAS, the applicant filed an application for annexation on December 8, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on January 6, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on February 12, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. FINDINGS OF FACT

1. The City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended.
2. The lands annexed by this Ordinance are not connected to the city only by a "shoestring" or a strip of land which comprises a railroad or right-of-way.
3. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
4. The property is approximately 127.6 acres Generally located north of W 33rd North, east of the Snake River, south of W 49th North, and west of N 5th West.
5. The annexation is consistent with the Comprehensive Plan.
6. The property is contiguous to City limits along the East property lines and West across the River.
7. The annexation was initiated by the property owner.
8. City utilities are in the vicinity of this property.
9. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

II. RELEVANT CRITERIA AND STANDARDS

1. That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222.
2. This property is in the Area of Impact and included in the Comprehensive Plan Map with a designation of Special Use Transect.
3. Annexation of this property is reasonably necessary for the orderly development of the City.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw - Mayor

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 127.6 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL AND AIRPORT OVERLAY ZONE OF LIMITED DEVELOPMENT APPROACH SURFACE AND LIMITED DEVELOPMENT; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LM, Light Manufacturing and Heavy Commercial and Airport Overlay Zone of Limited Development Approach Surface and Limited Development for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Special Use"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Special Use"; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on January 6, 2026, and recommended approval of zoning the subject property to LM, Light Manufacturing and Heavy Commercial and Airport Overlay Zone of Limited Development Approach Surface and Limited Development; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on February 12, 2026.

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

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Special Use.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as LM, Light Manufacturing and Heavy Commercial and Airport Overlay Zone of Limited Development Approach Surface and Limited Development.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned "LM, Light Manufacturing and Heavy Commercial and Airport Overlay Zone of Limited Development Approach Surface and Limited Development" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on

file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 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 Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 127.6 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL AND AIRPORT OVERLAY ZONE OF LIMITED DEVELOPMENT APPROACH SURFACE AND LIMITED DEVELOPMENT; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Emily Geisler, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL AND AIRPORT OVERLAY ZONE OF LIMITED DEVELOPMENT APPROACH SURFACE AND LIMITED DEVELOPMENT APPROXIMATELY 127.6 ACRES, GENERALLY LOCATED NORTH OF W 33RD NORTH, EAST OF THE SNAKE RIVER, SOUTH OF W 49TH NORTH, AND WEST OF N 5TH WEST.

WHEREAS, the applicant filed an application for annexation on December 8, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on January 6, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on February 12, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. FINDINGS OF FACT

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 127.6 acres Generally located north of W 33rd North, east of the Snake River, south of W 49th North, and west of N 5th West.
3. The proposed zones are consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
4. Idaho Falls Planning and Zoning Commission recommended approval of the LM, Light Manufacturing and Heavy Commercial and Airport Overlay Zone of Limited Development Approach Surface and Limited Development.

II. RELEVANT CRITERIA AND STANDARDS

1. The Comprehensive Plan designates this area as Special Use and the LM Zone is consistent with this designation.
2. Properties in the surrounding area are also zoned LM, Light Manufacturing and Heavy Commercial.
3. This property is designated Limited Development Approach Surface and Limited Development within the Airport Overlay Zone.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw - Mayor

ANNEXATION

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

SECTION 1, T. 2 N., R. 37 E., B.M.

ANNEXATION ORDINANCE No._____

NOT ANNEXED

ORD. 2662

ORD. 2662

ORD. 3456

ORD. 2662

ORD. 3394

SNAKE RIVER

ANNEXATION AREA
127.603 ACRES

SCALE

TRUE POINT OF BEGINNING

POINT OF COMMENCEMENT

33RD NORTH

ANNEXATION AREA

A PARCEL OF LAND LYING IN A PORTION OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 1, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS N 89°52'17" E, 2642.28 FEET;... AND RUNNING FROM SAID SOUTH 1/4 CORNER, THENCE N 00°07'43" W, 420.00 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 12 TO A 5/8 INCH IRON ROD WITH A PLASTIC CAP STAMPED LS 8795, SAID POINT BEING ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN FINAL ORDER AND DECREE OF CONDEMNATION, RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT NUMBER 171576, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, AND RUNNING: THENCE ALONG SAID BOUNDARY OF LANDS DESCRIBED IN SAID INSTRUMENT NUMBER 171576, THE FOLLOWING TWELVE (12) BEARINGS AND DISTANCES, (1) THENCE S 89°54'28" W, 287.68 FEET TO A 5/8 INCH IRON ROD WITH NO CAP; (2) THENCE N 43°52'09" W, 55.60 FEET TO A 5/8 INCH IRON ROD WITH NO CAP; (3) THENCE N 32°54'50" W, 519.30 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 14705; (4) THENCE S 56°27'56" W, 296.86 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 14705; (5) THENCE N 35°35'04" W, 565.63 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 827; (6) THENCE N 50°45'16" W, 1025.32 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 827; (7) THENCE N 01°56'17" W, 586.37 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 827; (8) THENCE N 68°00'56" W, 1176.12 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 827; (9) THENCE N 00°53'15" E, 1992.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 8795; AND (10) THENCE N 89°50'15" E, 1320.31 FEET TO A POINT ON A LINE COMMON TO TRACTS I AND T AS SHOWN ON THE RECORD OF SURVEY BY MOUNTAIN PEAK ENGINEERING, RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT NUMBER 876525; (11) THENCE N 00°48'37" E, 945.79 FEET ALONG SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LS 827; (12) THENCE N 02°01'57" E, 533.31 FEET ALONG SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH NO CAP; (13) THENCE S 89°52'17" E, 1320.31 FEET TO A 5/8 INCH IRON ROD WITH ILLEGIBLE CAP, BEING ON SAID EAST LINE OF THE WEST 1/2 OF SAID SECTION 01; THENCE S 89°59'43" E, 22.81 FEET TO A NORTHWESTERLY CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2662; THENCE S 00°16'17" W, 2625.79 FEET ALONG THE WESTERLY BOUNDARY OF SAID ANNEXATION ORDINANCE NO. 2662 TO A NORTHWESTERLY CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3456; THENCE S 89°59'43" E, 22.81 FEET TO A SOUTHWESTERLY CORNER OF SAID ANNEXATION ORDINANCE NO. 3456; THENCE N 89°52'17" E, 2.21 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID ANNEXATION ORDINANCE NO. 3456 TO A POINT ON THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3394; THENCE S 00°16'43" W, 559.37 FEET ALONG THE WESTERLY BOUNDARY OF SAID ANNEXATION ORDINANCE NO. 3394, TO AN ANGLE POINT IN SAID WESTERLY BOUNDARY; THENCE S 89°52'17" W, 4.37 FEET ALONG THE BOUNDARY OF SAID ANNEXATION ORDINANCE NO. 3394, TO A POINT ON THE EASTERLY BOUNDARY OF SAID LANDS DESCRIBED IN SAID INSTRUMENT NUMBER 171576; THENCE S 00°16'43" E, 90.37 FEET ALONG SAID EASTERLY BOUNDARY TO THE TRUE POINT OF BEGINNING, AND CONTAINING 5558272 SQUARE FEET, 127.603 ACRES, MORE OR LESS.

RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT NO.

9755

IDAHO FALLS PUBLIC WORKS

ANNEXATION SKETCH OF CITY OWNED LAND IN A PORTION OF OF SECTION 1 T. 2 N., R. 37 E., B.M. BONNEVILLE COUNTY, IDAHO

SCALE	PROJ. NO.	PLOT DATE	SHEET NO.
1" = 500'		01/31/20	1 OF 1

EXHIBIT "A"

A parcel of land lying in a portion of Section 1, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the South ¼ Corner of said Section 1, from which the southeast corner of said Section 1 bears N 89°52'17" E 2642.28 feet, and running from said South ¼ Corner THENCE N 00°01'49" W 400.60 feet along the east line of the west ½ of said Section 26 to a ½ inch iron rod with a plastic cap stamped LS 8795, said point being on the boundary of those lands described in Final Order and Decree of Condemnation, recorded with the Office of the Recorder for Bonneville County as instrument number 1771174, said point also being the **TRUE POINT OF BEGINNING**, and running THENCE along said boundary of lands described in said instrument number 1771174 the following twelve (12) bearings and distances; (1) THENCE S 89°54'38" W 287.68 feet to a ½ inch iron rod with no cap; (2) THENCE N 43°32'09" W 55.60 feet to a ½ inch iron rod with no cap; (3) THENCE N 32°54'50" W 319.50 feet to a 5/8 inch iron rod with plastic cap stamped LS 14750; (4) THENCE S 54°27'54" W 296.86 feet to a 5/8 inch iron rod with plastic cap stamped LS 14750; (5) THENCE N 35°30'04" W 365.43 feet to a ½ inch iron rod with plastic cap stamped LS 827; (6) THENCE N 33°46'16" W 1503.52 feet to a ½ inch iron rod with plastic cap stamped LS 827; (7) THENCE N 24°36'17" W 584.07 feet to a ½ inch iron rod with plastic cap stamped LS 827; (8) THENCE N 08°50'56" W 776.10 feet to a ½ inch iron rod with plastic cap stamped LS 827; (9) THENCE N 06°53'01" E 190.88 feet to a ½ inch iron rod with plastic cap stamped LS 8795 and a point on a line common to Tracts 1 and 2 as shown on the record of survey by Mountain River Engineering, recorded with the Office of the Recorder for Bonneville County as instrument number 819420; (10) THENCE N 85°48'37" E 915.79 feet along said common line to a ½ inch iron rod with plastic cap stamped LS 827; (11) THENCE N 02°21'52" E 333.01 feet along said common line to a ½ inch iron rod with no cap; (12) THENCE S 89°50'19" E 1200.01 feet to a ½ inch iron rod with illegible cap, being on said east line of the west ½ of said Section 26; THENCE S 78°05'42" E 22.81 feet to a northwesterly corner of City of Idaho Falls Annexation Ordinance No. 2662; THENCE S 00°18'47" W 2625.19 feet along the westerly boundary of said Annexation Ordinance No. 2662 to a northwesterly corner of City of Idaho Falls Annexation Ordinance No. 3456; THENCE S 00°18'53" W 287.03 feet to a southwesterly corner of said annexation Ordinance No. 3456; THENCE N 89°45'08" E 2.24 feet along the southerly boundary of said Annexation Ordinance No. 3456 to a point on the west line of City of Idaho Falls Annexation Ordinance No. 3394; THENCE S 00°14'38" W 559.07 feet along the westerly boundary of said Annexation Ordinance No. 3394 to an angle point in said westerly boundary; THENCE S 89°52'17" W 4.57 feet along the boundary of said Annexation Ordinance No. 3394 to a point on the easterly boundary of said lands described in said instrument number 1771174; THENCE S 00°01'43" E 90.57 feet along said easterly boundary to the **TRUE POINT OF BEGINNING**, and containing 5558372 square feet, 127.603 acres, more or less.

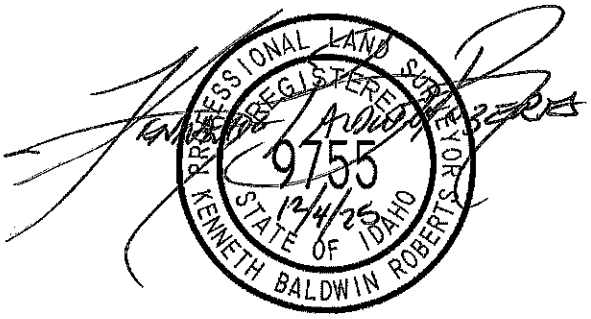


Exhibit "A" Pages: 1 of 1
Total Pages: _____ of _____

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