



City of Idaho Falls
City Council Meeting
680 Park Avenue

CITY COUNCIL AGENDA

Thursday

June 25, 2026

6:30 p.m.

Mayor

Lisa Burtenshaw

City Council

Jim Francis

Council President, Seat 4

Brandon Lee

Council Seat 2

John Radford

Council Seat 5

Jim Freeman

Council Seat 6

Kirk Larsen

Council Seat 3

Michelle Ziel-Dingman

Council Seat 1

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

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

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

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

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

Public Comment Guidelines

Speakers are encouraged to:

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

Public Hearing Guidelines

- **In-Person Testimony.** Because public hearings must follow various procedures required by law, please wait to offer your testimony until invited/indicated. Please address Council directly and try to limit your time to three (3) minutes.
- **Written Testimony.** The public may provide written testimony via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Testimony will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.

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



City Council

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, June 25, 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**

A. Municipal Services

- 1) Purchase One VipIR Handheld Chemical Analyzer for Fire Department **26-214**

Attachments: VipIR Handheld Chemical Analyzer

B. Idaho Falls Power

- 1) 26-14 South Tourist Park Bathroom Replacement - Rivers West Construction **26-222**

Attachments: Bid Tab

- 2) IFP 26-18 IFP 2026 Conductor Purchase - American Wire Group, Irby Utility, Western Electrical Alliance, Tups, LLC, and Border States **26-228**

Attachments: Quote

C. Airport

- 1) Off-Airport Rental Car Operating Agreement with Avis Budget Car Rental, LLC **26-224**

Attachments: Agreement

D. Office of the Mayor

- 1) City Council Meeting Minutes **26-208**

Attachments: 05.18.26
05.21.26

- 2) May 2026 Licensing through the Office of the City Clerk 26-209
- Attachments:** New
Renewed
Contractor
- 3) City Council Meeting Minutes 26-223
- Attachments:** 2026-06-01-26 Work Session F w attachments
2026-06-4 City Council - F w PC

Action Item:

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

5. Regular Agenda**A. Municipal Services**

- 1) Sole Source Purchase - Wastewater Treatment SCADA Upgrade for Public Works 26-206

This sole source purchase will upgrade the Wastewater Treatment Plant SCADA system. Automation Werx, LLC is an Idaho Falls based company that currently serves the Wastewater Treatment and Collections systems. Notification of the sole source purchase was published in the Post Register at least 14 calendar days prior to this request for sole source purchase.

Action Item(s):

Declare Automation Werx, LLC. as the only vendor able to complete the Wastewater Treatment Plant SCADA upgrade for the Wastewater Treatment Facility automation and control system pursuant to Idaho Code § 67-2808(2)(a)(ii) and authorize the City to issue a purchase order to Automation Werx, LLC. for a total of \$114,967.50 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Quote

B. Police Department

- 1) Amendments to Police Personnel Manual 26-210

Several changes were proposed to the Police Personnel Manual (PPM) and were discussed at the City Council Work Session held on May 18, 2026. The changes were posted to all Police Department Employees for the required period of at least 30 days. There was no comment received from employees during that time period. The amended PPM is now presented to the Council for formal approval.

The proposed changes include:

1. Elimination of “probationary” language throughout the PPM
2. Updating references to the City Personnel Manual
3. Changing the annual optional Holiday cash out program from 60 hours to 80 hours
4. Changing the pay out of Holiday time at separation of employment

Action Item(s):

Approve the amendments to the Police Personnel Manual (or take other action deemed appropriate).

Attachments: PPM Updated full 2026

C. Idaho Falls Power

- 1) IFP 26-19 South Tourist Park Path Lighting - Bid Rejection **26-227**

Idaho Falls Power received a total of four bids for the path lighting system. Upon evaluation, each proposal was found to have critical deficiencies, categorized below:

Action Item(s):

Reject all bids received for the South Tourist Park Path Lighting System project, pass a resolution declaring that the goods can be procured more economically by purchasing goods and services on the open market, and grant staff authority to negotiate for completion of the work on open market (or take other action deemed appropriate).

Attachments: Bid

D. Public Works

- 1) Sewer Service Cooperative Agreement Extension with Iona **26-226**
Bonneville Sewer District (IBSD)

The existing Cooperative Sewer Service Agreement between the City of Idaho Falls and IBSD will expire on June 30, 2026. If approved, this proposed Agreement will extend the existing cooperative agreement under the same terms and conditions until September 30, 2026. IBSD staff changes and future sewer service plans have delayed the development of a new cooperative agreement.

Action Item(s):

Approval of the Service Agreement Extension Authorization and authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Extension Agreement

- 2) 2026 Revised Storage Water Lease Agreement with the City of Pocatello 26-195

This lease agreement, if approved, will allow the City of Idaho Falls to fulfill groundwater mitigation needs for the current water year.

Action Item(s):

Approve the Water Rights Lease Agreement with the City of Pocatello to lease 2,069.9 acre-feet of water for a total amount of \$121,296.14 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

E. City Attorney

- 1) Resolution to Waive Certain 2026 Fourth of July Fees. 26-211

The City of Idaho Falls has been a long-term supporter and partner for the Fourth of July celebrations that occur within the City during the holiday. This annual resolution waives certain City fees that would otherwise be charged to the community groups and businesses that are sponsoring and organizing the 2026 Community Fourth of July Celebration. The labor and equipment for this event are donated by the Idaho Falls Public Works, Idaho Falls Power, and Parks and Recreation Departments. The estimated cost to the City is \$9,095.92 (Parks and Recreation Department), \$1,145.04 (Idaho Falls Power), and \$30,354.24 (Public Works Department) for a total of \$40,595.17. Services provided by the City's Police and Fire Departments to support these events, though significant, are not calculated here as fees are not typically charged for the City's public safety services.

Action Item(s):

Approve the Resolution to waive certain 2026 Fourth of July fees for services performed by the City of Idaho Falls to assist in the free, public Fourth of July activities and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution

- 2) 2026 Indemnification Agreement for the 2026 Independence Day Fireworks Show. 26-212

Melaleuca, Inc., produces and provides to the community free of charge an annual fireworks show. To ensure that the fireworks can be seen by spectators, Melaleuca has requested that the City extinguish some street lights near and during the fireworks.

The City has installed and maintains streetlights as a safety and security measure and to improve the aesthetics of the community. Pedestrians, drivers, and others in the community rely on the streetlights. In exchange for the City's agreement to extinguish the streetlights identified in the agreement, Melaleuca has agreed to indemnify the City for any claims that may arise against the City as a result of the extinguishing of the streetlights.

The City and Melaleuca have entered into prior versions of the proposed agreement for many years. The terms of the agreement are virtually identical as the previous agreements.

Action Item(s):

Approve the 2026 Indemnification Agreement and direct the Mayor and City Staff to execute the necessary documents (or take other action deemed appropriate).

Attachments: Indemnification Agreement

3) 2026 Records Destruction Resolution. 26-213

The proposed Resolution would authorize the destruction of certain temporary and semi-permanent records which have no intrinsic, historical, or other value. Prior to the destruction of these records, Idaho Code § 50-907 requires that the destruction of temporary records be ordered by the Council. This Resolution meets the requirement to order the destruction of the records specifically listed in the Resolution.

Action Item(s):

Approve the 2026 Records Destruction Resolution to destroy certain temporary and semi-permanent records pursuant to Idaho Code § 50-907 (or take other action deemed appropriate).

Attachments: Resolution

F. Community Development Services

1) Legislative Public Hearing for the Annexation and Initial Zoning of I&M, Industrial and Manufacturing - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East. 26-179

Attached is the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East. On March 3, 2026, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of I&M to the Mayor and City Council as presented. This annexation was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power,

BMPO, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

Action Item(s):

1. Approve the Ordinance annexing approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East; assign a Comprehensive Plan Designation of “Industrial;” and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (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 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. Approve the Ordinance establishing the initial zoning for I&M, Industrial and Manufacturing as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (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 I&M, Industrial and Manufacturing and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
 Aerial Map
 Comp Plan Map
 Staff Report
 PC Minutes
 Ordinance (Annexation)
 Reasoned Statement (Annexation)
 Ordinance (Initial Zoning)
 Reasoned Statement (Initial Zoning)
 Exhibit B and Boundary Exhibit Map

- 2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Petersen Place Division No. 1.

26-215

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Petersen Place Division No. 1. The Planning and Zoning Commission considered this item at its February 4, 2025, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. On February 3, 2026, the Planning Commission unanimously voted to extend their recommendation of approval of the final plat for

Petersen Place Division No. 1 to the Mayor and City Council as presented. This Final Plat was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

Action Item(s):

1. Approve the Development Agreement for the Final Plat for Petersen Place Division No. 1 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 Petersen Place Division No. 1 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 Petersen Place Division No. 1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial Map
Final Plat
Staff Report
PC Minutes
PC Minutes 2-3-26
Reasoned Statement
Development Agreement

- 3)** Final Plat and Reasoned Statement of Relevant Criteria and Standards, **26-216**
MK Simpson Division No. 4.

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for MK Simpson Division No. 4. The Planning and Zoning Commission considered this item at its March 3, 2026, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. This Final Plat was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

Action Item(s):

1. Approve the Final Plat for MK Simpson Division No. 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for MK Simpson Division No. 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

- 4) Legislative Public Hearing for the Annexation and Initial Zoning of I&M, Industrial and Manufacturing - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.35 acres in Lot 4, Block 1 Kingston-Bauchman Industrial Park Division No. 1. **26-217**

Attached is the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing with the Controlled Development Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.35 acres in Lot 4, Block 1, Kingston-Bauchman Industrial Park Division No. 1. On June 2, 2026, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of I&M to the Mayor and City Council as presented. This annexation was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, BMPO, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

Action Item(s):

1. Approve the Ordinance annexing approximately 1.35 acres in Lot 4, Block 1, Kingston-Bauchman Industrial Park No. 1; assign a Comprehensive Plan Designation of "Industrial;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 1.35 acres in Lot 4, Block 1, Kingston-Bauchman Industrial Park Division No. 1 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 I&M, Industrial and Manufacturing with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
4. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing with the Controlled Development Airport Overlay Zone and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

- 5) Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Willows Place Townhomes. **26-218****

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Willows Place Townhomes. The following is a summary of the historical background:

On October 7, 2025, the Planning Commission voted to recommend approval of the PUD to the Mayor and City Council with a vote of 5-1.

On January 22, 2026, the Mayor and City Council unanimously denied the PUD for Willows Place Townhomes as presented.

On February 26, 2026, the applicant requested reconsideration of the decision of denial for Willows Place Townhomes PUD.

On April 2, 2026, the Mayor and City Council denied the reconsideration of Willows Place Townhomes PUD with a vote of 3-2.

On April 23, 2026, the Mayor and City Council approved the written decision regarding the request for reconsideration and upheld the denial of Willows Place Townhomes PUD.

On April 30, 2026, the applicant requested mediation on Willows Place Townhomes PUD.

On May 14, 2026, mediation was held, and a proposed mediation agreement jointly proposed by the City of Idaho Falls and Bear Hunter Holdings, LLC was signed.

On May 21, 2026, an updated PUD was submitted per the mediation agreement and the PUD was scheduled for the City Council date of June 25, 2026, to hold a new public hearing for Willows Place Townhomes PUD.

This PUD was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, BMPO, and the Public Works Water, Wastewater, Sanitation, and Engineering/Survey Divisions.

Action Item(s):

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

Attachments: Willows Place adjusted base concept 5.19.26
 Proposed Mediation Agreement - Signed
 Proposed Mediation Agreement Exhibit A
 Proposed Mediation Agreement Exhibit B
 Public Comment
 Reasoned Statement 06.25.26

- 6) Amendment to Title 11, Comprehensive Zoning Ordinance, Table 11-3-7, Dimension Standards for Special Zones, Section 11-4-2, Design and Development Regulations, and 11-7-1, Definitions related to Park and Recreation Facilities and the standards that apply at the time of development. **26-219**

Amendment to the Zoning Ordinance to remove the requirement for park property to meet the same development standards as commercial development. On June 2, 2026, the Planning and Zoning Commission approved the Ordinance Amendment as presented by unanimous vote of 8-0.

Action Item(s):

Approve the Ordinance amending Title 11, Comprehensive Zoning Ordinance, Table 11-3-7, Dimension Standards for Special Zones, Section 11-4-2, Design and Development Regulations, and 11-7-1, Definitions related to Park and Recreation Facilities and the standards that apply at the time of development under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Staff Report
 Zoning Ordinance Amendment

- 7) Amendment to Title 11, Comprehensive Zoning Ordinance, Section 11-2-6(N) Dwelling, Accessory Unit and Table 11-4-2; Off Street Parking Requirements to comply with state legislation adopted in Legislative Session. **26-220**

Amendment to the Accessory Dwelling Unit portions of the Zoning Ordinance in order to comply with state legislation adopted this past legislative session. On June 2, 2026, the Planning and Zoning Commission approved the Ordinance Amendment as presented by

unanimous vote of 8-0.

Action Item(s):

Approve the Ordinance amending Title 11, Comprehensive Zoning Ordinance, Section 11-2-6(N) Dwelling, Accessory Unit and Table 11-4-2; Off Street Parking Requirements to comply with state legislation adopted in Legislative Session under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Staff Report
Zoning Ordinance Amendment

- 8) Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-6(AA) Short Term Rental and 11-7-1 Definitions to comply with State Legislation. **26-221**

Amendment to the Short Term Rental portions of the Zoning Ordinance in order to comply with state legislation adopted this past legislative session. On June 2, 2026, the Planning and Zoning Commission approved the Ordinance Amendment as presented by unanimous vote of 8-0.

Action Item(s):

Approve the Ordinance amending Title 11, Comprehensive Zoning Ordinance, Sections 11-2-6(AA) Short Term Rental and 11-7-1 Definitions to comply with State Legislation under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Staff Report
Zoning Ordinance Amendment

6. Announcements

7. Adjournment



Memorandum

File #: 26-214

City Council

DATE: Thursday, June 25, 2026

AGENDA: Consent

FROM: Pam Alexander, Municipal Services Department

DEPARTMENT: Municipal Services

Title

Purchase One VipIR Handheld Chemical Analyzer for Fire Department

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Accept and approve the purchase of one VipIR Handheld Chemical Analyzer from VWR International, LLC for a total of \$99,421.00 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate.)

Description, Background Information, Purpose:

This purchase will provide a Chemical Analyzer for the Fire Department for participation in the Region 7 Regional Response Team. Funding for this purchase is through an Interagency Agreement with the State of Idaho Military Division for Southeast Idaho, Region 7. The interagency agreement to establish Region 7, Type 2 Idaho Hazardous Substance Emergency Response Team was approved by City Council on October 23, 2025. The purchase of HazMat equipment is approved grant expenditure by the Idaho Office of Emergency Management, award number HRLF26RRT7. As a federal grant purchase, VWR International LLC has verified through SAM.gov and does not have any active exclusions (i.e., not on the suspended or debarment list.) The total grant award number HRLF26RRT7 is for \$2,168,285.71, with a total of \$1,279,871.00 approved by the City Council for purchase of the Pierce Enforcer Heavy Duty HazMat Rescue Apparatus on Thursday, April 2, 2026, and an F-550 HazMat Unit for \$298,000.00 on May 7, 2026, leaving a grant balance after these three purchase requests of \$490,993.71. Funds for the purchase of the HazMat equipment are budgeted withing the Fire Capital budget for a total of \$2,168,285.71.

This item has been reviewed by the City's Legal & Municipal Services Departments.



VWR International, LLC
 100 Matsonford Road
 Radnor, PA 19087
 t: +1 800 932 5000 f: +1 866 239 2897

QUOTATION			
Quote Number	Valid From	Valid To	Page
8032994943	05/28/2026	06/30/2026	1 of 1
Currency	Sales Representative	Customer Reference	
USD	MIRCEA STEFAN		

To Place an Order	
Phone :	1-800-932-5000
Fax :	1-866-329-2897
Web :	www.vwr.com/us

Quote Prepared For	Contact Phone / Fax / E-Mail
Bill Radecky	406-640-1139 BRADECKY@IDAHOFALLS.GOV
Ship To : 1088033778	Sold To : 1088033778
IDAHO FALLS FIRE DEPT TAX EXEMPT 343 E ST IDAHO FALLS ID 83402-3676	IDAHO FALLS FIRE DEPT TAX EXEMPT 343 E ST IDAHO FALLS ID 83402-3676

When placing your order, please include your quotation number and account number to ensure you receive the correct price.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.

Row	Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
10	MISC-NONCORDFS	VIR G-11-0-0-03 4-D/VipIR (Gray), port/E	1	EA	99,421.00	99,421.00
		Customer Ref # :	Availability :			
		VIR G-11-0-0-03 4-D Product Ships Directly from Manufacturer				
		Additional Information : VipIR (Gray), portable FTIR and Raman system for identification of liquids and solids. Includes one (1) year warranty and support with loaner (US only). No training included, includes shipping.				
		Open Market item				

Item Total : 99,421.00
 Quote Total : 99,421.00

The information contained in this quote is trade secret, confidential and proprietary to VWR and is intended solely for the recipient. It reflects the most current data available and is subject to change without notice given the evolving nature of global trade policies and market conditions. VWR will continue to monitor developments and provide updates as appropriate.

Financing Available. Contact your VWR Representative for details about flexible financing programs.

VWR International's Terms and Conditions of Sale apply. A copy is available on our website (<https://www.vwr.com/us/en/support/terms-and-conditions>), or by request. Customer represents that it has read and agrees to VWR International's Terms and Conditions of Sale.

Identified stock status is based on product availability at time of the quote and may change at time of order. Delivery dates are based on standard lead times from suppliers.

Charges displayed on the quotation including freight, tax and other charges are estimates and may vary at time of order.

Any images used are not necessarily representative of any product offering from VWR International and do not constitute the basis for purchase decisions.

Customer is responsible for unloading and providing standard receiving facilities for large and/or heavy shipments. Special unloading or delivery can be arranged, provided VWR International is notified at the time of order placement. For such arrangements, please contact VWR International for a quotation. All quotes for installation assume that services related to the equipment are in place at the Customer site (including, but not limited to, gas, plumbing, electrical and ventilation) as per the equipment manufacturer's specifications prior to the installation of the equipment. Installation or other services are not included in this quotation, unless otherwise noted on the quotation.

Customer has a limited amount of time to document and report any shipping damage. Please inspect all shipments upon receipt and refer to Section 4 of VWR International's Terms and Conditions of Sale for additional information.

Items prefixed with "MISC" are subject to regulatory approval once VWR International receives acceptance from the customer. They are special order, and as such may not be returnable. Please allow 6-8 weeks delivery from the time of your first order or acceptance of this quotation.



Memorandum

File #: 26-222

City Council

DATE: Friday, June 12, 2026

AGENDA: Consent

FROM: Chris Fredericksen, General Manager

DEPARTMENT: Idaho Falls Power

Title

26-14 South Tourist Park Bathroom Replacement - Rivers West Construction

- | | |
|--|---|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Quasi-Judicial Public Hearing | <input type="checkbox"/> Legislative Public Hearing |
| <input type="checkbox"/> Confirmation/Consent/Acceptance | <input checked="" type="checkbox"/> Approval/Authorization/Ratification |

Action(s) Requested:

Accept and approve the bid award to Rivers West Construction of Idaho Falls, Idaho to replace the bathroom at South Tourist Park for a total price of \$136,180.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:

Idaho Falls Power (IFP) solicited bids from qualified contractors to replace the bathroom at South Tourist Park. The winning bid amount was \$123,800. A 10% contingency is included in the total amount. With the two bids received, Rivers West Construction was the lowest responsive, responsible bidder.

This item has been reviewed by the City Legal & Idaho Falls Power Departments.

Idaho Falls Power

Bid Tabulation

Project: 2026 S. Tourist Bathroom Replacement
 Submitted: Garrett Richins, PE - Generation Engineer

Number: IFP 26-14
 Date: May 27, 2026

		Alpine Construction Management			Rivers West Construction	
Line Item	Unit	QTY	Unit Price	Total	Unit Price	Total
Demo Existing Bathroom	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 20,300.00	\$ 20,300.00
Foundation Pad Preparation	LS	1	\$ 23,975.00	\$ 23,975.00	\$ 20,250.00	\$ 20,250.00
Framing	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 6,386.00	\$ 6,386.00
Plumbing Work	LS	1	\$ 34,750.00	\$ 34,750.00	\$ 30,000.00	\$ 30,000.00
Electrical Work	LS	1	\$ 16,500.00	\$ 16,500.00	\$ 12,045.00	\$ 12,045.00
Finishing Work	LS	1	\$ 37,850.00	\$ 37,850.00	\$ 33,059.00	\$ 33,059.00
Performance & Payment Bond	LS	1	\$ 2,275.00	\$ 2,275.00	\$ 1,760.00	\$ 1,760.00
Bid Bond	LS	1	\$ 2,150.00	\$ 2,150.00	\$ -	\$ -
				\$ 155,000.00		\$ 123,800.00
Recommended Award				Rivers West Construction		\$ 123,800.00



Memorandum

File #: 26-228

City Council

DATE: Wednesday, June 17, 2026

AGENDA: Consent

FROM: Chris Fredericksen, General Manager

DEPARTMENT: Idaho Falls Power

Title

IFP 26-18 IFP 2026 Conductor Purchase - American Wire Group, Irby Utility, Western Electrical Alliance, Tups, LLC, and Border States

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve American Wire Group, IRBY Utility, Western Electrical Alliance, Tups, LLC, and Border States conductor bids for a total amount of \$1,603,713.64 and authorize the necessary signatures (or take other action deemed appropriate).

Description, Background Information, Purpose:

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase conductor wire to replenish inventory. Eight bids were received from responsible bidders that meet our construction timeline and criteria.

For items 1-4, IFP recommends awarding all of the primary conductor to Irby as that best serves IFP’s interest based on price and lead-time. Please note the General Pacific primary wire bid on line 4 did not meet IFP’s specifications and is considered non-compliant. IFP recommends that all secondary wire be awarded to the lowest responsible, responsive bidder. The following award totals include a 5% contingency.

Vendor	Bid Award
American Wire	\$ 121,150.00
Irby Utility	\$ 1,042,966.00
Western Alliance	\$ 33,693.00
TUPS LLC	\$ 311,000.00
Border States	\$ 18,537.32
TTL	\$ 1,527,346.32
5% Tolerance	\$ 76,367.32
Grand TTL	\$ 1,603,713.64

This bid award is a routine purchase to replace inventory in support of IFP operations.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

Idaho Falls Power

Bid Tabulation
 Project: IFP 2026 Conductor Purchase
 Subr Krista Thornton Facility Services Manager
 Number: IFP 26-18
 Date: 6/10/2026

						American Wire Group Miami, Florida				IRBY UTILITY Nampa, Idaho				Western Electrical Alliance Ogden, Utah				Tups, LLC Pasco, Washington				Border States Billings, Montana				
		Item #	Desc	2nd Desc	Qty Feet	Delivery time	MFG	Unit price \$/ft	Extended price	Delivery time	MFG	Unit price \$/mft	Extended price	Delivery time	MFG	Unit price \$/mft	Extended price	Delivery time	MFG	Unit price \$/mft	Extended price	Delivery time	MFG	Unit price \$/mft	Extended price	
1	U/G	Pri	910 152 60010	1/0 str	Primary	50,000		\$ -	\$ -	Stock to 12 wks	Okonite	\$ 4.550	\$ 227,500.00	18-20 Weeks	APAR	\$ 7.450	\$ 372,500.00			\$ -	\$ -			\$ -	\$ -	
2	U/G	Pri	910 152 63010	1/0 str	Primary Triplex	1,400		\$ -	\$ -	12-16 Wks	Okonite	\$ 14.280	\$ 19,992.00	18-20 Weeks	APAR	\$ 22.350	\$ 31,290.00			\$ -	\$ -			\$ -	\$ -	
3	U/G	Pri	910 152 63040	4/0 str	Primary Triplex	50,000		\$ -	\$ -	12-16 Wks	Okonite	\$ 15.000	\$ 750,000.00	18-20 Weeks	APAR	\$ 39.258	\$ 1,962,900.00			\$ -	\$ -			\$ -	\$ -	
4	U/G	Pri	910 152 63110	1100 MCM Primary	Primary Triplex	2,600		\$ -	\$ -	Stock to 12 wks	Okonite	\$ 13.250	\$ 34,450.00			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -	
5	U/G	Sec	910 152 30442	4/0 - 4/0 - 2/0 str	"Sweetbriar" Servic	3,000	1 Week	AWG	\$ 2.700	\$ 8,100.00	1 Week	Priority	\$ 2.742	\$ 8,226.00	14-16 Wks	APAR	\$ 2.775		Stock	Classic Wire	\$ 2.730000	\$ 8,190.00	1-2 Weeks	Priority	\$ 2.68617	\$ 8,058.51
6	U/G	Sec	910 152 35040	#350 - 350 - 4/0 str	"Wesleyan"	29,000	1 Week	AWG	\$ 4.100	\$ 118,900.00	1 Week	Priority	\$ 4.531	\$ 131,399.00	14-16 Wks	APAR	\$ 4.350	\$ 126,150.00	Stock	Classic Wire	\$ 4.470000	\$ 129,630.00	1-2 Weeks	Priority	\$ 4.44149	\$ 128,803.21
7	U/G	Sec	910 152 30002	#4 str Duplex, Street Light	"Delgado"	13,000	1 Week	AWG	\$ 0.650	\$ 8,450.00	1 Week	Priority	\$ 0.495	\$ 6,435.00			\$ -	\$ -			\$ -	\$ -	1-2 Weeks	Priority	\$ 0.48404	\$ 6,292.52
8	U/G	Sec	910 152 30010	#1/0 Triplex	"Brenau"	21,000	1 Week	AWG	\$ 1.600	\$ 33,600.00	1 Week	Priority	\$ 1.472	\$ 30,912.00	14-16 Wks	APAR	\$ 1.370	\$ 28,770.00	Stock	Classic Wire	\$ 1.660000	\$ 34,860.00	1-2 Weeks	Priority	\$ 1.44362	\$ 30,316.02
9	U/G	Sec	910 152 30004	#4 AWG str	"Vasser"	1,000	1 Week	AWG	\$ 1.100	\$ 1,100.00	1 Week	Priority	\$ 0.726	\$ 726.00	1-2 Wks	Priority	\$ 1.250	\$ 1,250.00			\$ -	\$ -	1-2 Weeks	Priority	\$ 0.71277	\$ 712.77
10	O/H	Pri	910 151 00004	#4 str ACSR	"Swanate"	9,000	1 Week	AWG	\$ 0.250	\$ 2,250.00	1 Week	Priority	\$ 0.267	\$ 2,403.00	1-2 Weeks	Priority	\$ 0.300	\$ 2,700.00	Stock	Classic Wire	\$ 0.270000	\$ 2,430.00	1-2 Weeks	Priority	\$ 0.26064	\$ 2,345.76
11	O/H	Pri	910 151 00010	1/0 str ACSR	"Raven"	6,103	1 Week	AWG	\$ 0.650	\$ 3,966.95	1 Week	Priority	\$ 0.580	\$ 3,539.74	30-34 Wks	Nehring	\$ 0.610	\$ 3,722.83	Stock	Classic Wire	\$ 0.630000	\$ 3,844.89	1-2 Weeks	Priority	\$ 0.56915	\$ 3,473.52
12	O/H	Pri	910 151 03779	#795 Aluminum	"Arbutus"	100,000	1 Week	AWG	\$ 3.100	\$ 310,000.00	10-12 Wks	Priority	\$ 3.705	\$ 370,500.00	30-34 Wks	Nehring	\$ 3.450	\$ 345,000.00	Stock	Classic Wire	\$ 3.020000	\$ 302,000.00	11-12 Weeks	Priority	\$ 3.63298	\$ 363,298.00
13	O/H	Pri	910 151 20006	#6 str ACSR	"Sheppard "	9,900	1 Week	AWG	\$ 0.550	\$ 5,445.00	1 Week	Priority	\$ 0.325	\$ 3,217.50	1-2 Wks	Priority	\$ 0.310	\$ 3,069.00			\$ -	\$ -	1-2 Weeks	Priority	\$ 0.31383	\$ 3,106.92
14	O/H	Pri	910 151 30004	#4 str ACSR	"Periwinkle"	1,500	1 Week	AWG	\$ 0.990	\$ 1,485.00	1 Week	Priority	\$ 0.736	\$ 1,104.00	1-2 Wks	Priority	\$ 0.950	\$ 1,425.00	Stock	Classic Wire	\$ 0.660000	\$ 990.00	1-2 Weeks	Priority	\$ 0.71809	\$ 1,077.14
15	O/H	Sec	910 151 30002	#2 str Triplex	"Cockle"	9,000	1 Week	AWG	\$ 1.100	\$ 9,900.00	1 Week	Priority	\$ 0.961	\$ 8,649.00	1-2 Weeks	Priority	\$ 1.165	\$ 10,485.00	Stock	Classic Wire	\$ 0.890000	\$ 8,010.00	1-2 Weeks	Priority	\$ 0.94149	\$ 8,473.41
16			910 150 50006	Copper #6 SOL Bare		5,985	4 Weeks	AWG	\$ 1.800	\$ 10,773.00	Stock	Alan	\$ 0.642	\$ 3,842.37	3-4 Wks	Nehring	\$ 0.675	\$ 4,039.88			\$ -	\$ -	1-2 Weeks	Priority	\$ 0.75532	\$ 4,520.59
17			910 150 50002	Copper #2 STR Bare		4,125	4 Weeks	AWG	\$ 4.500	\$ 18,562.50	Stock	Alan	\$ 1.741	\$ 7,181.63	3-4 Wks	Nehring	\$ 1.747	\$ 7,206.38			\$ -	\$ -	1-2 Weeks	Priority	\$ 1.98617	\$ 8,192.95
18			910 150 51112	Conductor #12 SOL, Black		4,500	4 Weeks	AWG	\$ 1.000	\$ 4,500.00	1 Week	Alan	\$ 0.223	\$ 1,003.50	1-2 Wks	Priority	\$ 0.206	\$ 927.00			\$ -	\$ -	1-2 Weeks	Priority	\$ 0.24862	\$ 1,118.79
19			910 150 51712	Conductor #12 SOL, White		4,500	4 Weeks	AWG	\$ 1.000	\$ 4,500.00	1 Week	Alan	\$ 0.233	\$ 1,048.50	1-2 Wks	Priority	\$ 0.206	\$ 927.00			\$ -	\$ -	1-2 Weeks	Priority	\$ 0.24862	\$ 1,118.79

total Awarded	total	\$ 541,532.45	\$ 1,612,129.24	\$ 2,902,362.08	\$ 489,954.89	\$ 570,908.90
		\$ 121,150.00	\$ 1,042,966.00	\$ 33,693.00	\$ 311,000.00	\$ 18,537.32

Notes:

- All orders are approximate, actual order amount is based on the standard reel quantity within 5% of the requested reel amount.
 - Bid at \$ per linear foot of wire. Converted to linear foot of triplexed wire for comparison purposes.
- * Factory Stock subject to Prior sale. Please allow 2-3 weeks after receipt of order for delivery.

sub-total \$ 1,527,346.32
 5% tolerance \$ 76,367.32
 Total \$ 1,603,713.63

Signatures:

- Krista Thornton _____
- Nikki Bradford _____
- _____
- _____

Vendor	Bid Award
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American Wire	\$ 121,150.00
Irby Utility	\$ 1,042,966.00
Western Alliance	\$ 33,693.00
TUPS LLC	\$ 311,000.00
Border States	\$ 18,537.32



Memorandum

File #: 26-224

City Council

DATE: Thursday, June 25, 2026

AGENDA: Consent

FROM: Ian Turner, Airport Director

DEPARTMENT: Airport

Title

Off-Airport Rental Car Operating Agreement with Avis Budget Car Rental, LLC

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve the Off-Airport Rental Car Operating Agreement with Avis Budget Car Rental, LLC, and authorize the Mayor to sign the Agreement (or take other action deemed appropriate).

Description, Background Information, Purpose:

Avis Budget Car Rental, LLC, operating as Avis Car Rental and Budget Rent A Car, has established an off-airport rental car location to serve airport passengers. To facilitate this operation, Avis Budget Car Rental has agreed to the attached off-airport operating agreement. Airport staff recommend approval of this item to provide additional ground transportation services to the traveling public and enhance airport revenue generation.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

IDAHO FALLS REGIONAL AIRPORT

OFF-AIRPORT RENTAL CAR OPERATING AGREEMENT

THIS OFF-AIRPORT RENTAL CAR OPERATING AGREEMENT is made and entered into this 25th day of June, 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 Avis Budget Car Rental, LLC operating as Avis Car Rental and Budget Rent a Car (hereafter “COMPANY”), a Delaware limited liability company with its principal offices being located at 379 Interpace Parkway, Parsippany, New Jersey. CITY and COMPANY may be referred to singularly as a “Party” and collectively as the “Parties.”

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

WHEREAS, the CITY desires to facilitate ground transportation to and from the AIRPORT by entering into a non-exclusive off-airport rental car operating agreement for the purpose of connecting off-airport rental car fleet vehicles to the traveling public; and

WHEREAS, COMPANY is seeking a permit to operate a shuttle to and from the COMPANY’s off-airport location and the Airport; and

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

1. DEFINITIONS

- a. “AGREEMENT” – this Off-Airport Rental Car Operating Agreement and all attached exhibits and appendices.
- b. “Airport” – the Idaho Falls Regional Airport, owned by the CITY and operated by the Airport Department of the City of Idaho Falls, as outlined in the City Code of the City of Idaho Falls.
- c. “Airport Customer” – any person or entity seeking to rent a vehicle from COMPANY being picked up or dropped off at the 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 COMPANY’s employees who operate a company car as part of their compensation.
- d. “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.

- e. “Airport Property” – all property owned by the CITY and associated with the Airport, as depicted in Exhibit A, as the same may be amended from time to time.
- 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. “Commencement Date” – shall mean the date outlined as the first day of the term contained within Section 2 of this AGREEMENT.
- i. “Designated Areas” – One or more specific locations on Airport property, as identified in Exhibit B, where a shuttle may operate under this AGREEMENT. The Designated Areas may be modified by the CITY from time to time.
- j. “Designated Loading/Unloading Area” – Portion of the Designated Areas (see Exhibit B) that is permitted to COMPANY for the use of loading and unloading of Airport Customers for the express purpose of shuttling to and from COMPANY’s Off-Airport location.
- k. “Effective Date” – the date on which this AGREEMENT is fully executed by all parties.
- l. “Gross Revenues” – defined as the aggregate sums paid or payable to COMPANY for the rental of vehicles related or connected by any means to the AIRPORT. This includes, without limitation, all Airport Customers, and for all ancillary activities allowed under this AGREEMENT, except those items listed below and regardless of how said sum may be stated on the invoice to the Airport Customer, how or where COMPANY 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”). CFC’s are not required by this Agreement.
 - iii. Tips and gratuities paid to COMPANY’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 COMPANY’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 instruments of similar name and intent.
- vii. Fines, tolls, citations paid by COMPANY 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 COMPANY’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 purchase of gas, oil, or emergency services.
- m. “Laws” – shall mean all present and future statutes, ordinances, codes, rules, regulations, directives, orders, proclamations, and minimum standards of any governmental authority having jurisdiction that are applicable to Airport Property or this AGREEMENT.
- n. “Off-Airport” – any location where COMPANY is operating office space, rental counters, ready/return stalls, rental car storage, fleet maintenance, wash bays, etc., that are not located on Airport Property.
- o. “Permit Fee” – Fee charged by CITY to COMPANY for the use of the Designated Loading/Unloading Area.
- p. “Privilege Fee” – a percentage of Gross Revenue paid to the Airport for operating under this Agreement.
- q. “Rent Fee” – a monthly fee charged for placement of a Ringdown Phone within the Airport terminal.
- r. “Rental Car” – an automobile owned, leased, or otherwise controlled by COMPANY that is designed primarily for the transportation of passengers, including but not limited to vehicles 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.

- s. “Ringdown Phone” – Courtesy dedicated phone located within the airport terminal connecting to COMPANY for the sole purpose of connecting Airport Customers with COMPANY representatives to schedule Shuttle Services to COMPANY Off-Airport property.
- t. “Shuttle Services” – ground transportation services operated by the COMPANY to or from Airport Property and any of the COMPANY’s Off-Airport facilities with the purpose of transporting Airport Customers to COMPANY’s Rental Car fleet.
- u. “Shuttle Vehicle” – a vehicle used to transfer Airport Customers to and from the Airport terminal for Shuttle Services and which is owned or leased by the COMPANY and operated by the COMPANY’s employee.
- v. “Transaction” – the execution of an agreement between the COMPANY 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.
- w. “Transaction Day” – each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car Company rents or otherwise enters into a similar arrangement for the use of a Rental Car and for which the COMPANY 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 July 15, 2026, and shall continue for a period of one (1) year, unless cancelled earlier as herein provided. The AGREEMENT shall automatically renew for successive one (1) year terms unless either CITY or COMPANY gives the other entity 30 days’ notice of termination for any reason and this AGREEMENT shall terminate at the end of the then-current term. In addition, COMPANY may terminate this AGREEMENT on thirty (30) days’ notice if it is awarded a concession allowing it to conduct non-exclusive car rental operations on AIRPORT PROPERTY.

3. OPERATIONS

- a. During the term of this AGREEMENT, and subject to the terms and conditions of this AGREEMENT, CITY grants COMPANY the non-exclusive right to conduct Shuttle Services on Airport Property, limited to the Designated Areas identified in Exhibit B (the “Permitted Uses”). Except for the Permitted Uses, COMPANY shall not use Airport Property for any other commercial purpose.

- i. The CITY reserves the right, in its sole discretion, to amend the Designated Area identified in Exhibit B with advance notice to COMPANY's designated local representative(s) to facilitate operational needs of the Airport.
- b. COMPANY shall have non-exclusive rights of ingress and egress across non-restricted Airport Property to access Designated Areas, provided that such activities:
 - i. Do not impede or interfere with Airport operations or the use of the Airport by tenants, passengers, employees, or the public;
 - ii. Are limited to public roadways and other areas designated by the CITY from time to time; and
 - iii. May be temporarily suspended by the CITY in the event of an emergency, a threat to the AIRPORT, or other circumstances deemed appropriate by the CITY.
- c. COMPANY shall install and maintain a dedicated ringdown telephone inside the airport terminal for the exclusive purpose of allowing Airport Customers to page COMPANY's Shuttle Service. COMPANY shall ensure the phone is clearly labeled with its company name and shuttle instructions, and that calls made from the phone connect directly to an active shuttle dispatch line staffed during all hours of COMPANY's business operations. COMPANY shall be responsible for all other costs related to the operation, maintenance, and reliability of its shuttle paging system.
- d. COMPANY acknowledges and agrees that:
 - i. CITY may change, alter, renovate, or restrict access to portions of the Airport, including terminals, roadways, and Designated Areas, without liability;
 - ii. The AIRPORT may from time to time undergo renovation, construction, or other modifications;
 - iii. The CITY may adopt rules, regulations, or operational requirements, including those relating to safety and security, that may affect COMPANY's operations at the Airport; and
 - iv. CITY shall, in good faith, provide reasonable advance notice of any changes likely to directly affect the Designated Areas.
- e. COMPANY shall:
 - i. Maintain Rental Cars and Shuttle Vehicle(s) in a clean, neat, and safe condition;
 - ii. Comply with all applicable laws, including Idaho motor vehicle laws;

- iii. Allow inspection of records by CITY, law enforcement, or other designated representatives;
 - iv. Conduct Shuttle Services only in Designated Areas;
 - v. Ensure Shuttle Vehicles are not left unattended when parked on the curb in front of the Airport terminal;
 - vi. Conduct business with competence, integrity, reliability, and courtesy; and
 - vii. Provide valid identification, registration, and insurance for any Rental Car or Shuttle Vehicle upon request by CITY or law enforcement.
- f. Prohibited Activities. COMPANY and its officers, employees, agents, and contractors shall not:
- i. Provide other ground transportation services on Airport Property;
 - ii. Conduct Shuttle Services on Airport Property outside the Designated Areas;
 - iii. Circulate any vehicle on Airport roadways for solicitation purposes. This prohibition shall not prohibit COMPANY from circulating on Airport roadways for the purpose of Shuttle Services;
 - iv. Solicit Airport Customers or otherwise engage in promotional activity on Airport Property except through the Airport's authorized advertising program;
 - v. Transport Airport Customers in unauthorized vehicles or allow unauthorized drivers to operate any Shuttle Vehicle;
 - vi. Operate a Shuttle Vehicle on Airport Property at any time during which COMPANY's authority to operate on Airport Property has been suspended or revoked;
 - vii. Provide false or misleading information to Airport personnel or law enforcement;
 - viii. Operate any Shuttle Vehicle in an unsafe manner, including speeding, failing to follow traffic control signs, or operating without required safety equipment;
 - ix. Use profane, vulgar, or abusive language in the presence of the public;
 - x. Engage in conduct that creates a nuisance, hazard, or safety risk, damages Airport Property, or interferes with Airport operations; or
 - xi. Engage in any criminal activity.
- g. COMPANY acknowledges and accepts its obligation to comply with all applicable federal, state, and local airport security laws, regulations, and directives, including, but not limited to, those of the United States Department of Homeland Security, Transportation Security Administration (TSA), Federal

Aviation Administration (FAA), and the Airport. The CITY shall use reasonable efforts to notify COMPANY of any such requirements that may become applicable to COMPANY's use or occupancy of Airport Property; however, COMPANY acknowledges that the security status of the Airport is subject to change without notice.

- h. In the event of a change in security status, or in response to an emergency, directives may be issued to Airport users, including COMPANY, by any police officer, City employee, City contractor responsible for ground transportation activities, or Airport Operations personnel. COMPANY shall strictly comply with all such directives. The CITY reserves the right to deny access to the Airport and its facilities to any person, firm, or entity that fails or refuses to comply with applicable security requirements.
- i. COMPANY shall be fully responsible for continuous compliance with all security requirements applicable to their operations. The CITY shall have the right to verify COMPANY's compliance with this AGREEMENT.
- j. In the event any suit, action, arbitration, bankruptcy proceeding, or other proceeding of any nature whatsoever is instituted to enforce, interpret, or resolve any controversy arising out of this AGREEMENT, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees, accountant fees, expert witness fees, court costs, and all other costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court, arbitrator, or other adjudicative body, whether at trial, on appeal, or on review.
- k. If either the CITY or COMPANY seeks legal assistance to enforce any provision of this AGREEMENT, such fees and costs shall be recoverable by the prevailing party whether or not a formal proceeding is initiated. This entitlement shall extend to any administrative proceeding, trial, appeal, petition for review, or bankruptcy matter arising in connection with this AGREEMENT.
- l. COMPANY expressly waives any claim against the CITY for damages, including but not limited to, injury to or interference with COMPANY's business, loss of occupancy, or loss of quiet enjoyment of the Airport Property, arising out of or in connection with the CITY's exercise of its rights under this Section.
- m. Violations. Violations of any term of this AGREEMENT that CITY becomes aware of shall be communicated to COMPANY. COMPANY shall, within seven (7) business days, provide a response of corrective action to AIRPORT.
- n. Any hazardous or potentially hazardous condition, nuisance, or annoyance caused by COMPANY shall be corrected immediately upon notice. If such condition poses an imminent risk, CITY may suspend operations in the

affected area until abated. Failure to promptly correct such conditions shall constitute a material breach.

- o. Questions or complaints—whether raised by Airport Customers, initiated by the CITY, or otherwise—may be referred to COMPANY for response. COMPANY shall provide an initial response to both the CITY and the Airport Customer within two (2) working days and shall thereafter make a good faith and diligent effort toward a resolution. Upon the CITY's request, COMPANY shall meet with CITY representatives to review complaints or concerns and promptly correct any identified deficiencies. The CITY's determination regarding the quality of operations or services shall be made in its reasonable judgment, and any corrective measures approved by the CITY shall be implemented by COMPANY as expeditiously as possible.

4. DESIGNATED AREAS

- a. COMPANY is hereby granted access to the non-restricted areas of the AIRPORT for the purpose of operating Shuttle Services and is authorized to use the Designated Areas identified in Exhibit B, subject to the terms and conditions of this AGREEMENT, only for the duration of the term of this AGREEMENT, and in accordance with all posted signage and restrictions.
- b. COMPANY shall be permitted to pick-up and drop-off Airport Customers only from the Designated Loading/Unloading Area identified in Exhibit B. Only the authorized Shuttle Vehicle will be granted to use the designated pick-up/drop-off location. Signage will be displayed at such location for both vehicle traffic and pedestrians to show the location for Shuttle Services and clearly indicate COMPANY's Brand or Brand Families to Airport Customers.
- c. COMPANY shall be responsible, at its sole cost and expense, for the provision, installation, and maintenance of branded signage at the Designated Loading/Unloading Area. Signage and signage location must be approved by CITY before provisioning and installation.
- d. COMPANY is prohibited from conducting business operations in any areas of the AIRPORT other than Designated Areas, including but not limited to: rental car ready/return stalls, vehicle maintenance areas, storage areas, cargo drop-off or pick-up zones, and parking lots without vacant parking stalls.

5. PERMIT FEE

- a. COMPANY shall pay to CITY, on a monthly basis, a Permit Fee for the use of the Dedicated Loading/Unloading Area. The Permit Fee will be \$110 (one hundred ten) dollars per month for the duration of this AGREEMENT.

6. PRIVILEGE FEE

- a. COMPANY shall pay to CITY, as a Privilege Fee during each calendar month of this Agreement, for the rights and privileges herein granted, as compensation for the rights granted under this AGREEMENT for access to the Airport market. The Privilege Fee shall be equal to ten percent (10%) of COMPANY's Gross Revenue collected from Airport Customers during the preceding month.
- b. All Privilege Fee payments shall be remitted within fifteen (15) days after the end of each calendar month. Payments shall be made payable to "Idaho Falls Regional Airport" as outline herein for all other notices.
- c. COMPANY agrees to conduct its business operation in a fair manner and with integrity. It is expected that COMPANY will include all costs, expenses, and profits within the rates to its Airport Customer. In the case that COMPANY chooses to list a recovery of the Privilege Fee as a separate charge in any of COMPANY's advertised rates and 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.
- d. No deductions from Gross Revenue shall be allowed for uncollected amounts, write-offs, or adjustments made after a transaction with an Airport Customer has been concluded. COMPANY shall include as Gross Revenue any charges customarily imposed for goods and services, regardless of whether such charges are successfully collected.
- e. If COMPANY fails to pay the Privilege Fee when due, interest shall accrue at the rate of eight percent (8%) per annum, compounded monthly, until paid in full. A minimum interest payment of five dollars (\$5) shall apply. The implementation of this provision shall not preclude the CITY from (i) terminating this AGREEMENT for default of non-payment, (ii) enforcing other provisions of this AGREEMENT, or (iii) pursuing any other remedy available at law or in equity.
- f. If COMPANY's payment is returned for any reason, such payment shall be deemed not made and immediately delinquent. CITY shall provide written notice of any returned payment, and COMPANY may be charged a Non-Sufficient Funds Fee of seven dollars (\$7) and a General Late Fee of twenty-five dollars (\$25).

- g. COMPANY may be subject to such other fees and costs as are now or hereafter imposed by CITY on similarly situated users of CITY property, provided such fees and costs are imposed equitably on all such users.

7. RENT FEE

- a. COMPANY shall pay to the CITY, on a monthly basis, rent for the for ringdown phone and its associated infrastructure located in the Airport terminal. The Rent Fee will be \$100 (one hundred) dollars per month for the duration of this AGREEMENT.

8. NOTICES

- a. All notices, demands, requests, consents, approvals, or other communications required or permitted under this AGREEMENT (“Notices”) shall be deemed properly given if: (a) sent by a nationally recognized overnight courier service, with all delivery charges prepaid; (b) mailed by United States certified mail, return receipt requested, postage prepaid; (c) delivered by hand to the recipient’s last address furnished in writing; or (d) transmitted by electronic mail to the recipient’s last designated email address.
- b. Unless and until changed by written notice from one party to the other, Notices shall be addressed as set forth in this AGREEMENT. Notices sent by certified mail shall be deemed delivered three (3) calendar days after deposit with the United States Postal Service. Notices sent by overnight courier, hand delivery, or email shall be deemed delivered on the actual date of receipt.
- c. To CITY at:

Airport Director
Idaho Falls Regional Airport
2140 N. Skyline Drive
Idaho Falls, ID 83404
Email: airport@idahofalls.gov

- d. To COMPANY at:

Avis Budget Car Rental, LLC
379 Interpace Parkway
Parsippany, New Jersey
Attn: Properties Department

With a copy to:

Avis Budget Car Rental, LLC
Director - Properties
513 Eccles Avenue
South San Francisco, California 94080

9. STATEMENTS, BOOKS AND RECORDS

- a. COMPANY shall maintain complete and accurate statements, books and records sufficient to document the collection of Gross Revenue required under this AGREEMENT. The CITY, through its Airport Director or his or her designee, shall have the right to inspect such books and records in accordance with the provisions of this AGREEMENT. COMPANY further agrees that all such books, records, and related documentation shall be made available to the CITY for a period of not less than two (2) years following the expiration or earlier termination of this AGREEMENT.
- b. COMPANY 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 operation at the Airport under COMPANY's Brand or Brand Family. Each statement shall be signed by a responsible accounting officer of COMPANY.
- c. COMPANY shall cause to be prepared a statement by the fifteenth (15th) day of each calendar month detailing total number of Transactions made, and total number of Transaction Days during the preceding calendar month for its operations at the Airport under COMPANY's Brand or Brand Family. Each statement shall be signed by a responsible accounting officer of Company.
- d. The form, format, or other means of reporting of the statement shall be up to the COMPANY so long as it provides sufficient detail to ascertain the information required within this Agreement. Nothing herein shall prevent COMPANY from combining the statement of Gross Revenue and the statement of Transactions and Transaction Days. However, the CITY reserves the right to object to the form, format, or means of the report and require COMPANY to make adjustments to such reporting in the CITY's sole discretion.

10. INSPECTION AND AUDIT

- a. For the purpose of verifying the accuracy of reported Gross Revenue, CITY may conduct a spot test and, if necessary, base its findings for the entire period upon such spot test; provided, however, that such spot test shall cover no less

than twenty-five percent (25%) of the total time of the period being spot tested. In addition, if COMPANY has more than one additional outlets within a 25 mile radius of the Airport, then for purposes of the spot checks mentioned herein, the COMPANY 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 year of the AGREEMENT, to authorize up to two (2) audits of COMPANY's records relating to its operations. Such audits may be performed by a reputable firm of independent certified public accountants. The cost of such audits shall be borne by CITY; however, if the Privilege Fee required under Section 6(a) is determined to have been underpaid by five percent (5%) or more, the underpaid amount shall immediately become due and payable to CITY, and COMPANY shall bear the full cost of the audit. In addition, late fees shall accrue on the underpaid amount at the rate set forth in Section 6(e), commencing on the date the completed audit is presented to CITY and continuing until full payment is received.

11. GENERAL COVENANTS AND PROVISIONS

- a. Required Federal Provisions. COMPANY acknowledges that, pursuant to its Grant Assurances with the Federal Aviation Administration ("FAA"), the CITY is required to include in this AGREEMENT certain contract provisions, which are attached hereto as Exhibit C ("Required Federal Provisions"). COMPANY agrees to comply fully with the Required Federal Provisions and, where applicable, to incorporate such provisions into each of its contracts and subcontracts without limitation or alteration. Failure to comply with the Required Federal Provisions shall constitute an Event of Default under this AGREEMENT (subject to any applicable notice and cure periods). COMPANY further acknowledges that the FAA may from time to time amend such provisions, and agrees that the CITY may unilaterally modify the Required Federal Provisions as necessary to maintain compliance with its Grant Assurances, provided that the CITY gives COMPANY prompt written notice of such modification.
- b. No Exclusivity. COMPANY acknowledges and agrees that this AGREEMENT grants no exclusive or priority rights to conduct the business or type of business contemplated herein. The CITY expressly reserves the right, at all times, to authorize others to engage in the same or similar activities at the Airport.

- c. No License or Franchise. Nothing in this AGREEMENT shall be construed as granting or creating any license, franchise, or similar right under federal, state, or local law, rule, or regulation.
- d. Business Licenses and Permits. COMPANY shall obtain, maintain, and keep all federal, state, and local licenses and permits required by law for operation at the Airport. Such licenses and permits shall be displayed as required by law.
- e. Limitation on Business Activities. COMPANY shall not establish an office or station or conduct any commercial activity on Airport Property, other than the uses permitted under this AGREEMENT, without the CITY's prior written approval. Any commercial activity on Airport Property not expressly authorized by this AGREEMENT or by separate written authorization from the CITY is strictly prohibited.
- f. Branding of Operations. COMPANY shall operate on Airport Property solely under the COMPANY Brand or Brand Family, or under such additional brand name(s) as may be proposed by COMPANY and approved in writing by the CITY at the time of this AGREEMENT. No operations shall be conducted under any other brand. COMPANY's Brands are:
 - i. Avis Car Rental
 - ii. Budget Rent a Car
- g. Non-Transferability. The rights granted and obligations imposed under this AGREEMENT are personal to COMPANY and shall not be sold, transferred, assigned, sublet, or otherwise conveyed during the term of this AGREEMENT without the CITY's prior written approval.
- h. Compliance with Laws. COMPANY and its respective officers, employees, agents, invitees, and contractors shall, at their sole expense, comply with:
 - i. All applicable federal, state, and local laws, rules, regulations, ordinances, and policies, including but not limited to the Airport Rules and Regulations, as the same may be amended from time to time;
 - ii. All laws governing the employment relationship, including workers' compensation, wage, and hour requirements;
 - iii. All occupational safety and health requirements;
 - iv. All environmental laws; COMPANY agrees to be liable for, and indemnify and defend CITY against, any lawsuits, legal actions, damages, or costs arising out of COMPANY's noncompliance with applicable environmental laws on Airport Property, including but not limited to the costs of any required inspections or environmental remediation.
 - v. All provisions of the Americans with Disabilities Act; and

- vi. All ordinances and rules duly adopted by the CITY.
- i. Taxes and Licenses. COMPANY shall pay all applicable local, state, and Federal taxes as well as any required permits and licenses related to its operation.
- j. Venue and Jurisdiction. 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.
- k. Agreement Subordinate to Agreements with the United States. 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 Designated Areas under this AGREEMENT or substantially destroy the commercial value of such areas, CITY shall terminate this AGREEMENT.
- l. Severability. 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 circumstances shall not be affected.
- m. Airport Consent or Action. If this AGREEMENT does not specify a standard for any consent, approval, determination, or other discretionary action by CITY, such consent, approval, determination, or action shall be made in the sole discretion of the AIRPORT.
- n. Survival. Any covenant, obligation, or condition of this AGREEMENT—including, without limitation, indemnification provisions—that is not fully performable prior to the expiration or earlier termination of this AGREEMENT, or that by its terms is intended to survive termination, shall survive the expiration or earlier termination of this AGREEMENT and remain fully enforceable thereafter.
- o. Amendments. No amendments to this AGREEMENT shall be made unless reduced to writing and executed by both COMPANY and the CITY.

- p. Conflicts of Interest. COMPANY 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 COMPANY posing such a conflict shall be employed in carrying out the responsibilities of this AGREEMENT and any such conflict shall be disclosed to CITY.
- q. Public Record Law. COMPANY acknowledges and agrees that this AGREEMENT and any records provided to CITY pursuant to this AGREEMENT are subject to public disclosure as a public record, pursuant to the Idaho Public Records Act, Idaho Code Title 74, Chapter 1.
- r. Non-Discrimination. COMPANY agrees to comply with the non-discrimination provisions included in Exhibit C – Required Federal Provisions, attached hereto.
- s. Certification of No Chinese Ownership. Pursuant to Idaho Code § 67-2359, COMPANY certifies that COMPANY 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. Anti-Boycott Against Israel. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and COMPANY employs ten (10) or more persons, COMPANY 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.
- u. Anti-Boycott of Certain Sectors. Pursuant to Idaho Code § 67-2347A, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and COMPANY employs ten (10) or more persons, COMPANY 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.

- v. Waiver/Invalidity. If CITY or COMPANY 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.
- w. Headings. 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 COMPANY.
- x. Interpretation of Agreement. This AGREEMENT has been mutually drafted and reviewed by legal counsel for both CITY and COMPANY. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof.

12. CANCELLATION

- a. Cancellation by COMPANY – COMPANY 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 COMPANY 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 COMPANY or CITY preventing COMPANY from operating at the Airport; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of COMPANY.
 - iii. The breach by the CITY in the performance of any requirement contained within this AGREEMENT and, if the breach is capable of being remedied, the failure of CITY to remedy such a breach for a period of sixty (60) days after receipt from COMPANY 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. COMPANY fails to pay, remit, or cause to be transferred to CITY any payment required under this AGREEMENT. COMPANY shall have the right to cure said late payment for twenty-one (21) calendar days after receiving written notice from CITY at the address identified within this AGREEMENT.

- ii. COMPANY fails to perform any requirements or obligations contained within this AGREEMENT that are not addressed in Section 11(b)(i) and, if the failure is capable of being remedied, the failure of COMPANY to remedy such a breach for a period of sixty (60) days after receipt from CITY of written notice to remedy the same.
- iii. COMPANY assigns, transfers, or encumbers this AGREEMENT without proper compliance with this AGREEMENT.
- iv. COMPANY files a petition in bankruptcy, becomes insolvent, has a petition filed against COMPANY in bankruptcy, or insolvency or for reorganization or appointment of a receiver or trustee, which is not dismissed within sixty (60) days of filing.
- v. COMPANY 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.
- vi. COMPANY discontinues operation at Airport Property without the prior written consent of the CITY.
- vii. 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 COMPANY from operating its business for a period of not less than thirty (30) days at the Airport.

13. 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 COMPANY 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 roadways, parking lots, traffic patterns, and pedestrian traffic patterns, as CITY deems appropriate, regardless of the desires or view of COMPANY, and without interference or hindrance.

14. INDEMNIFICATION

- a. COMPANY shall, at its sole cost and expense and to the fullest extent of the law, defend, 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 asserted, claimed, or alleged against CITY 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 or COMPANY's performance under this AGREEMENT.

- b. CITY shall not be held liable for damage caused by any cause other than negligence on the part of the CITY, subject to all applicable limitations and defenses available under law.

15. INSURANCE

- a. The insurance requirements set forth herein do not limit or otherwise restrict the scope or amount of liability assumed by COMPANY under this AGREEMENT. The amounts specified below represent only the minimum levels of coverage acceptable to the CITY for purposes of ensuring COMPANY's performance of all obligations under this AGREEMENT.
- b. On or before the Effective Date and throughout the term of this AGREEMENT, COMPANY shall furnish the CITY with valid certificates of insurance, together with additional insured endorsements, evidencing compliance with all insurance requirements under this Section. No required policy shall be canceled, non-renewed, or materially modified without at least thirty (30) calendar days' prior written notice to the CITY. Insurance coverage must be maintained without lapse for the full term of this AGREEMENT. Failure of the CITY to demand such certificates, or to identify deficiencies therein, shall not relieve COMPANY of its obligations to maintain required coverage. Unless otherwise directed, all certificates shall be submitted directly to the CITY.
- c. The CITY shall be named as an additional insured on all liability policies that COMPANY is required to obtain under this AGREEMENT, but only with respect to COMPANY's operations at the Airport. Coverage shall include cross-liability protection equivalent to the standard Separation of Insureds clause published by the Insurance Services Office (or its successor).
- d. All required policies shall provide that coverage is primary and shall not seek contribution from any insurance or self-insurance maintained by the CITY.
- e. All policies must be issued by insurers authorized to conduct business in the State of Idaho and have a A.M. best rating of at least "A-" or better. If an insurer's rating falls below this threshold, the CITY may, upon thirty (30) days' written notice, require COMPANY to replace such insurer.
- f. COMPANY shall provide evidence of, and maintain during the term of this AGREEMENT, the following minimum coverage:

- i. Commercial General Liability Insurance – COMPANY shall purchase and maintain commercial general liability insurance relative to its services, operations and business at the Airport in an amount not less than \$1,000,000 or the maximum limit of liability under Idaho Code § 6-926, whichever is greater, combined single limit of bodily injury and property damage coverage.
 - ii. Commercial Automobile Liability Insurance – COMPANY shall ensure Shuttle Vehicle(s) operating on Airport Property carry appropriate commercial auto policies having appropriate coverage in an amount not less than \$1,000,000 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. COMPANY shall obtain any additional property and casualty insurance that is customarily required for the type of business and operation activity conducted by COMPANY and that the CITY may request in writing that the COMPANY may obtain.
- g. COMPANY is solely responsible for obtaining such additional insurance as it deems necessary to cover its respective risks, including without limitation:
 - i. Business interruption;
 - ii. Personal property; and
 - iii. Motor vehicle physical damage, theft, and/or bodily injury.
- h. The CITY reserves the right to review periodically the types, limits, and terms of required insurance. If the CITY reasonably determines that coverage should be modified, it will provide COMPANY with not less than thirty (30) days' written notice. COMPANY shall comply by securing such revised coverage and providing updated certificates of insurance to the CITY within fifteen (15) days of the effective date of the change.

[Signatures on following page]

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

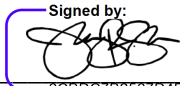
ATTEST:

CITY OF IDAHO FALLS

Linda Lundquist
City Clerk

Lisa Burtenshaw
Mayor

AVIS BUDGET CAR RENTAL, LLC

Signed by:

6CBDC7B2567D4B6...

Jeffrey Luna
Vice President

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 _____)

On this ____ day of _____, 20__, before me, the undersigned, a notary public, in and for said State, personally appeared _____, whose name is subscribed to the within instrument and acknowledged to me that he or 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)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

EXHIBIT A: AIRPORT PROPERTY

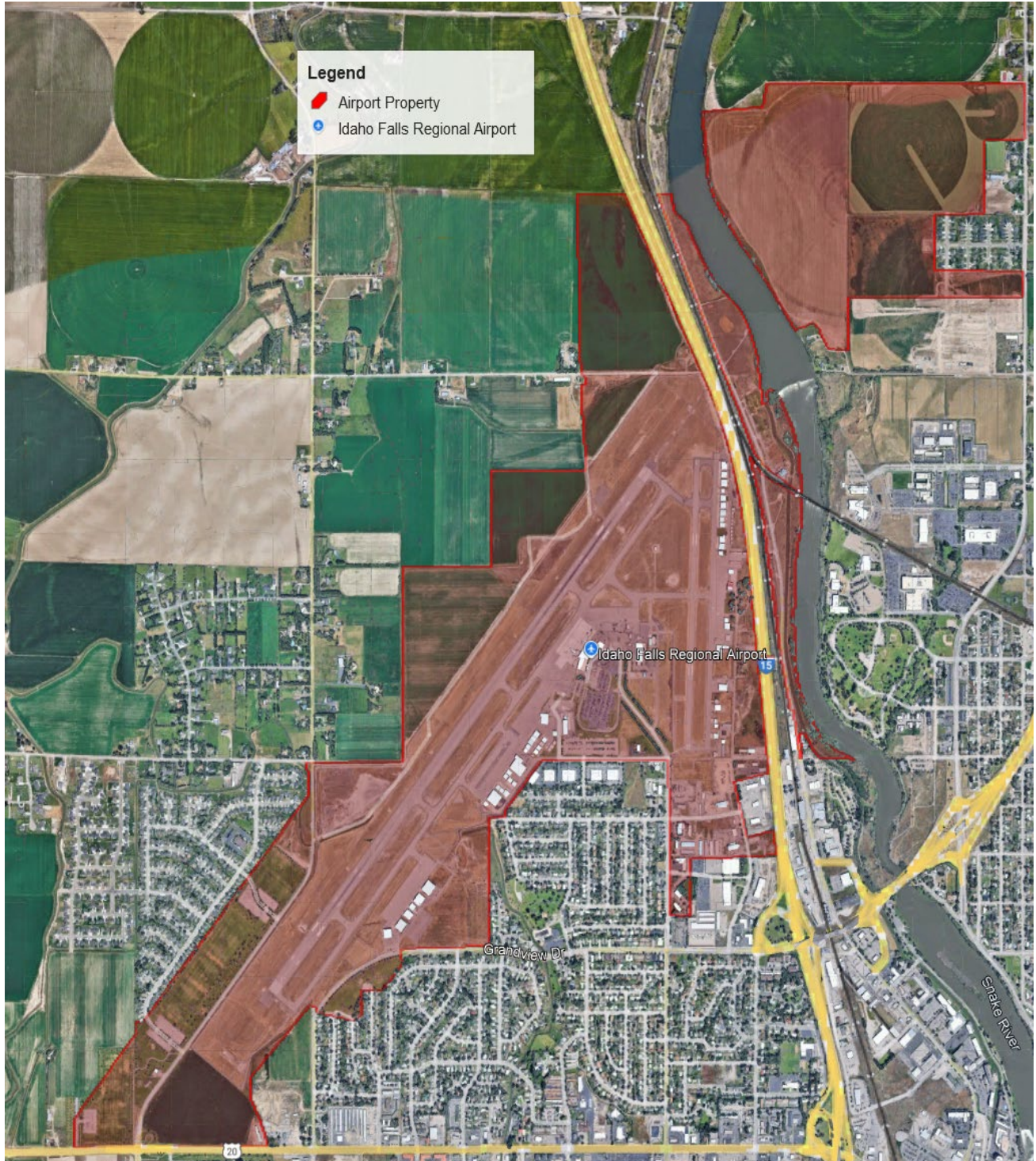
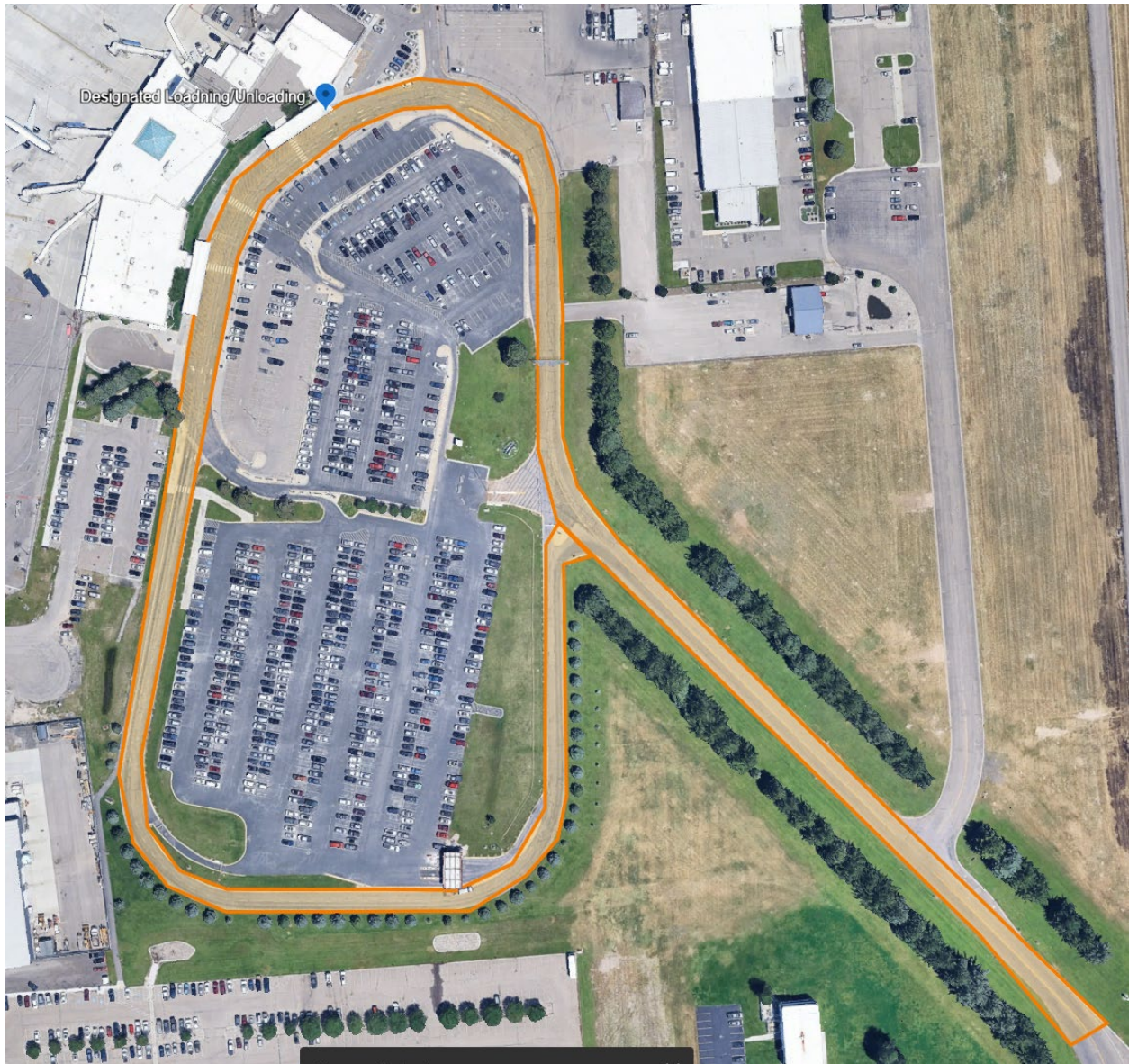


EXHIBIT B: DESIGNATED AREAS



BLUE: Designated Loading/Unloaded

ORANGE: Designated Area

EXHIBIT C: REQUIRED FEDERAL PROVISIONS

REQUIRED FEDERAL PROVISIONS

1. **Compliance with Nondiscrimination Provisions.** During the performance of this AGREEMENT, COMPANY, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “COMPANY”) agrees as follows:
2. **Compliance with Regulations:** COMPANY 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:** COMPANY, 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. COMPANY 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 COMPANY 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 COMPANY of COMPANY’s obligations under this AGREEMENT and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
5. **Information and Reports:** COMPANY 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 COMPANY is in the exclusive possession of another who fails or refuses to furnish the information, COMPANY will so certify to CITY 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 COMPANY’s noncompliance with the non-discrimination provisions of this contract, CITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including,

but not limited to withholding payments to COMPANY under the AGREEMENT until COMPANY complies, and/or cancelling, terminating, or suspending the AGREEMENT, in whole or in part.

7. **Incorporation of Provisions:** COMPANY will include the provisions of paragraphs one through six of this Exhibit C in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. COMPANY will take action with respect to any contract or procurement as CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if COMPANY becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, COMPANY may request CITY to enter into any litigation to protect the interests of CITY. In addition, COMPANY 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.** COMPANY 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, COMPANY 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.** COMPANY for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that COMPANY 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, COMPANY, 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, COMPANY 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 COMPANY transfers its obligation to another, the transferee is obligated in the same manner as COMPANY. The above provision obligates COMPANY for the period during which the property is owned, used or possessed by COMPANY 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, CITY 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.** COMPANY agrees that it shall insert the provisions of paragraphs 10 and 11 of this EXHIBIT C in any agreement by which COMPANY grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this AGREEMENT.



Memorandum

File #: 26-208

City Council

DATE: Wednesday, June 3, 2026

AGENDA: Consent

FROM: Emily Geisler, Former City Clerk

DEPARTMENT: Mayor's Office

Title

City Council Meeting Minutes

- | | |
|--|---|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Quasi-Judicial Public Hearing | <input type="checkbox"/> Legislative Public Hearing |
| <input type="checkbox"/> Confirmation/Consent/Acceptance | <input checked="" type="checkbox"/> Approval/Authorization/Ratification |

Action(s) Requested:

Approve the City Council Meeting Minutes from May 18 & 21, 2026.

Description, Background Information, Purpose:

Attached are the following minutes:

- May 18, 2026, Work Session
- May 21, 2026, Council Meeting



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Monday, May 18, 2026

3:00 PM

City Council Chambers

Call to Order and Roll Call

There were present:

Mayor Lisa Burtenshaw

Councilor Michelle Ziel-Dingman

Councilor Kirk Larsen

Councilor John Radford

Council President Jim Francis

Councilor Jim Freeman

Councilor Brandon Lee

Also present:

Bryce Johnson, Police Chief

Robert Wright, Library Director

Ron Rapp, Library Chairman

Jasmine Marroquin, Deputy City Clerk

Darin Jones, Human Resources Director

Roger Chunn, Library Chairman

Zack Jones, City Attorney

Mayor Burtenshaw called the meeting to order at 3:01 p.m. with the following items:

Mayor, City Council – Discussion: Citywide updates, concerns, questions, reports:

- Council President Francis
 - He said he is drafting revised language for the proposed stop-work and certificate-of-occupancy ordinance after Council previously asked staff to soften or “mellow” the language. He plans to send a draft to the City attorney and Community Development Services Director Wade Sanner for review and invited other Council members to submit ideas.
 - Regarding downtown delivery concerns, the City determined the issue is already covered under existing parking enforcement rules and does not require a new ordinance. Blocking traffic lanes for deliveries is considered a parking violation, and downtown parking enforcement can handle it. Existing loading and unloading zones downtown remain available.
 - Council President Francis reported that a mediation agreement had been reached for the Willows Place development dispute. The agreement will come before Council for acceptance, but the project will still need to return later through the normal Planned Unit Development (PUD) and public hearing process with a revised site plan.
 - Council members also discussed scheduling and quorum concerns because some members will be traveling during future meetings. They confirmed remote participation would be necessary to maintain a quorum for upcoming discussions related to the Willows Place matter.
 - Council President Francis announced that the revised alcohol ordinance is nearing completion. It is scheduled for a June 1 work session presentation focused on explaining the changes and overall structure, followed by another discussion later in June. Tentative Council approval is planned for July 9.
 - During discussion of the alcohol ordinance, Council referenced recent bartender/server training held at the Mountain America Center, where about 50 participants attended. Staff explained that the updated ordinance will include server certification requirements, though the language has been significantly revised from earlier drafts. The police department plans to continue offering training programs for bartenders and servers.



City Council Work Session Meeting Minutes

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- A police department announcement informed the Council that the crematorium at the animal shelter was being rebuilt and repaired, with construction already underway. The project was expected to take about two weeks, and residents might notice a large crane at the shelter during the work.
- Council members briefly discussed the fact that the crematorium has required repairs multiple times in the past and noted that the Council has previously approved funding for those fixes.
- Councilor Radford
 - Council members briefly discussed the timeline for voting on the tree ordinance and whether any additional changes were needed before approval.
 - One Council member asked if the vote would occur on Thursday and whether there were any remaining issues to address. The response was that most of the desired changes had already been incorporated. However, the idea of creating provisions for “heritage trees” would likely need additional long-term work and could return in the future, possibly a year later. Councilor Radford noted he did not want to delay the current ordinance further because staff had already spent significant time working on it.
- Councilor Lee – Nothing at this time
- Councilor Larsen – Nothing at this time
- Councilor Freeman – Reminder of Funland opening on May 23rd. Ribbon cutting on May 19th for the re-grand opening of the Log Hut.
- Councilor Dingman – Nothing at this time
- Mayor Burtenshaw
 - Negotiations are underway to create a more unified fire response system between the City and surrounding jurisdictions. Before making major changes, the parties agreed to conduct a feasibility study. Because the study will not be completed before the current contract must be renewed, the upcoming agreement will likely include “good faith intent language” committing all sides to work toward standardized operating procedures, equipment, training, and dispatch coordination.
 - Inconsistent fire standards between the City and others can create problems. She described a recent development case where a property owner considered staying outside City limits to avoid stricter fire access requirements, even though Idaho Falls firefighters would still likely respond to emergencies there. She said this disconnect affects both safety standards and City fire-service revenue.
 - Mayor reported that both fire chiefs support moving toward a unified system with consistent expectations, training, and response protocols. The current contract will likely be renewed for another year while the feasibility study is completed, with the agreement expected to come before the Council around mid-July.
 - The City’s new ERP (Enterprise Resource Planning) system is scheduled to go live within two weeks. While acknowledging the transition has required extensive overtime and behind-the-scenes work from staff, she said payroll and other critical functions are expected to operate successfully during the launch.

- The ERP system is expected to significantly improve the City's ability to track expenditures and revenues in near real time, helping department directors manage day-to-day operations more effectively instead of relying on outdated financial information.

Police, HR - Review: Police Personnel Manual Changes, to include Holiday Pay Changes (Chief Johnson, Director Jones):

- Police leadership and HR presented proposed updates to the Police Personnel Manual, which has been in place for about 7–8 years.
- The changes would follow the City's normal policy update process:
 - Council reviews draft changes.
 - Employees receive a 30-day comment period.
 - The policy returns to Council later for final approval.

Housekeeping Changes

- References to outdated sections of the City personnel manual would be updated.
- The term "probationary police officer" would largely be removed from the manual.
- Staff said the department already treats probationary and non-probationary employees the same regarding discipline and due process.
- Removing the language would also help recruit experienced lateral officers who currently cannot immediately participate in career path programs.

Holiday Policy Changes

- The biggest discussion involved holiday leave and payout policies for police officers, dispatchers, and animal control officers.
- Staff proposed changing the wording from "pay period" to "pay date" for when holiday hours are deposited into employee holiday banks.
 - Officials said the old wording caused confusion and grievances because different departments interpreted "pay period" differently.
 - "Pay date" would clearly refer to the first paycheck date in January.

Holiday Cash-Out Increase

- The department proposed increasing the optional holiday cash-out limit from 60 hours to 80 hours.
- Police leadership said the long-term goal is eventually reaching 96 hours, matching the Fire Department.
- Officials said they are increasing the amount gradually to avoid unexpected budget impacts.
- Staff believe the change can remain budget neutral because:
 - Employees cashing out leave may reduce overtime costs tied to covering vacation shifts.
 - Better staffing levels are helping reduce overtime pressure.
- Some officers reportedly struggle to use all accrued leave because of scheduling demands, so the cash-out option helps employees still receive value from unused time.

Equity and Department Comparisons

- Council members asked how the policy compares to other City employees.
- HR explained the policy only applies to employees who provide year-round or holiday coverage:
 - Police officers
 - Emergency communications officers
 - Animal control officers
- Firefighters already receive a 96-hour holiday payout structure.
- Most other City employees receive traditional holidays off instead of holiday banks.
- Animal control officers were clarified as year-round employees, though not 24/7 employees.
- Code enforcement staff continue following the regular City holiday system.

Separation and Retirement Payout Changes

- Staff proposed changing how holiday banks are paid out when employees retire or resign.
- Under the current system:
 - Employees receive their full annual holiday bank at the start of the year.
 - Some employees could retire shortly afterward and still receive payout for the full amount.
- Police leadership said this unintentionally created a financial incentive for early-year retirements and large payouts for unearned time.
- The proposed change would:
 - Only pay employees for holidays actually earned while employed.
 - Calculate payout based on holidays that had passed before separation.
- Example:
 - An employee leaving shortly after New Year's would only receive payout for holidays already earned, not the full annual bank.
- Officials said the change would:
 - Save the City money.
 - Prevent large, clustered retirements early in the year.
 - Eliminate what they called an unintended "signing bonus for separation."

Council Feedback and Clarifications

- Council members suggested language clarifications to better define payout calculations.
- The City attorney recommended wording changes such as using "whichever is later" instead of "whichever comes first."
- Council also suggested referencing the City's holiday policy directly in the manual instead of listing holidays separately.

Transition Timing

- Police leadership clarified the policy in effect at the time an employee separates would govern their payout.
- Employees retiring before Council adopts the new policy would still receive payouts under the current rules.
- Staff said some employees nearing retirement were concerned about whether the changes would apply retroactively.

Next Steps

- Staff will revise the wording based on Council feedback.
- The updated draft will then go out for the required 30-day employee review period.
- The proposal will later return to City Council for final consideration and possible approval.

Library - Presentation: Budget (Director Wright, Chairman Rapp, Chairman Chunn)

Library staff introduced their roles, including:

- Community engagement and adult/teen programming – Beth Swanson
- Business office management – Kim Rafferty
- Adult and teen services – Liza Evans
- Children's library programming – Alicia Stout
- Technology and electronics support – Tyrone Dickerson
- Board Chairs Ron Rapp (has served on the library board for 22 years) and Roger Chunn (joined in 2025)

Council members explained they invited the library earlier in the budget cycle than usual so the board could clearly communicate priorities before final budget decisions are made.



City Council Work Session Meeting Minutes

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Mission, Vision, and Priorities

The board recently adopted new mission and vision statements emphasizing:

- Community literacy
- Public access to accurate information
- Free or low-cost educational resources

The library's adopted priorities are:

1. Collection development (physical and digital materials)
2. Children and youth literacy
3. Staff and professional development
4. Community engagement
5. Technology and digital access
6. Facility maintenance

Library Usage and Performance

The library reported:

- Approximately 285,000 annual visits last year
- Projected growth to over 293,000 visits this year
- More than 50 programs annually for children, teens, and adults
- 60 hours of weekly operation
- 24 full-time employees plus seasonal staff

Officials emphasized attendance continues to grow despite the loss of county participation in the library system.

Council members noted the library functions as a major public gathering space and praised its importance for literacy, social connection, and community health.

Financial Challenges

The presentation focused heavily on the financial impact of the county leaving the joint library system in 2022.

Key impacts:

- Roughly \$1.1 million in revenue was lost when the county withdrew
- Current revenues remain below pre-2022 levels
- Attendance has rebounded and now exceeds some prior years
- Salary and benefits account for roughly 67% of the library budget
- The aging 50-year-old building requires major maintenance

A major upcoming expense is a roof replacement estimated between \$250,000–\$350,000.

The library also described ongoing risks associated with:

- Aging HVAC systems
- Heat pump replacements
- Potential future cooling tower failure

Proposed Funding Plan

The library requested a phased partnership with the City to stabilize finances rather than rapidly deplete reserves.

Proposal:

- Use library reserve funds and City funding in a 50/50 split
- Begin in fiscal year 2027
- Initial City contribution request: approximately \$201,661

- Continue gradual annual support increases through 2031

The board emphasized:

- The request is intended to be temporary and self-terminating
- The goal is long-term sustainability
- They want to preserve a healthy reserve fund for emergencies

Without intervention, library reserves could fall from roughly \$3 million to about \$405,000 by 2031. Under the proposed plan, reserves would remain closer to \$1.8 million.

Staffing and Service Pressures

Library leadership explained that growing attendance is placing pressure on staff, especially in:

- Shelving returned materials
- Assisting patrons
- Supporting children's programming

The children's library staff reportedly spend 4–5 hours daily shelving books instead of helping patrons.

Part of the funding request includes additional part-time staffing to:

- Reduce pressure on full-time staff
- Improve customer service
- Support growing programming demands

Council members discussed the difficulty of projecting future staffing needs but praised the library's use of data tracking to monitor patron movement and service demand within the building.

Digital Materials and Collection Costs

- Demand for e-books and audiobooks continues to rise
- Digital materials are often more expensive than physical books
- Publishers impose restrictive licensing terms
- Waitlists for popular titles can exceed 100 patrons

The library participates in cooperative electronic lending agreements with other Idaho libraries to help expand access.

Council Feedback

Council members strongly praised:

- The professionalism and detail of the presentation
- The library's fiscal responsibility
- Long-term planning efforts
- Conservative budgeting practices

Several members described the library as one of the City's most valued public assets and compared it favorably to larger metropolitan libraries.

Council members also emphasized:

- The library has historically avoided emergency funding crises
- The board has thoughtfully managed reserves
- The proposal represents proactive budgeting rather than reactive financial distress

One Council member called the presentation "exactly what we've asked departments to do" by clearly linking priorities, budgeting, and measurable outcomes. The meeting concluded with Council members thanking the library board and staff for their work and transparency.



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Mayor - Announcements, Events, Calendaring, Proclamations, Notes and/or Minutes from Boards and Commissions (presented before the Library presentation due to time requirements):

Community Events and Parks

- Council Member Radford highlighted several upcoming community activities:
 - The opening of Funland.
 - Memorial Day weekend activities in City parks and cemeteries.
- Councilor Radford also praised recovery program volunteers from Phoenix Rising for helping clean Rose Hill Cemetery, noting their work helped save the City money.

Farmers Market Update

- Outreach efforts with the farmers market are temporarily paused while the new board and manager transition into leadership roles.
- Staff plan to reconnect with the market after Memorial Day regarding future City outreach opportunities.
- Officials noted the market was busy despite colder weather.

Sports Tourism Success

- Council Member Lee praised the partnership between Idaho Falls Chukars/IFFC soccer tournament organizers and the Parks and Recreation Department during a recent sports tournament.
- The tournament:
 - Drew 236 teams from four states.
 - Generated more than \$1 million in local economic activity over about two and a half days.
 - Was described as the largest tournament in Idaho.
- Councilor Lee also complimented local hotels and restaurants for accommodating the influx of visitors.
- Officials discussed improvements in parking management at tournament facilities, including better protection of sprinkler systems and grass areas.

Idaho Falls High School Choir Concert

- Councilor Lee announced Idaho Falls High School's final choir concert of the year.
- The performance would include patriotic selections tied to America's upcoming 250th anniversary celebration.
- Council members also praised the choir's recent performance during the police memorial ceremony.

Neighborhood Park Planning

- Officials discussed a recent neighborhood park planning event, describing strong participation from local families and children.
- One Council member suggested future neighborhood park planning efforts could include public input on tree species selections.
- Staff shared a lighthearted example involving plans to plant chestnut trees near a park located on Chestnut Street.
- Mayor Burtenshaw noted the neighborhood clearly demonstrated a strong need for a park because of the large number of nearby families and children.

New City Clerk

- Mayor Burtenshaw announced that the City's new City Clerk would begin work the following week.
- Mayor also thanked Deputy Clerk Jasmine Marroquin for continuing to assist during the transition period.

Cemetery and Burial Discussion

- Council discussed a special cemetery request involving a family gathering at a gravesite.
- Officials clarified:
 - No burial would occur.



City Council Work Session Meeting Minutes

680 Park Avenue
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- No dirt would be moved.
- No heavy equipment or vaults would be used.
- The event would not disturb surrounding gravesites.
- Council members expressed concern about maintaining safety and respect in the cemetery during a busy Memorial Day weekend.
- Some members suggested limiting additional structures such as tents to avoid impacting nearby plots.
- Officials emphasized this was being treated as a unique accommodation rather than a permanent policy change.

Cemetery Technology Improvements

- Staff discussed new GIS and drone mapping efforts at the cemetery.
- The City is updating their cemetery software which would allow visitors to search for relatives' gravesites by name and receive exact locations without needing staff assistance.

Memorial Day and Field of Honor

- Officials confirmed Memorial Day weekend would also include the annual Field of Honor display and ceremony.
- Council members briefly discussed the keynote speaker and Memorial Day observances.

Melaleuca Fireworks

- Mayor Burtenshaw confirmed the Melaleuca fireworks celebration will remain in the same location as last year because no new site has been selected.

Park Naming Discussion

- Council briefly discussed the temporary naming of a new neighborhood park.
- Officials agreed to continue referring to it as "Meppen Park" for now while considering naming and compliance issues in the future.

There being no further business, the meeting adjourned at 4:53 PM.

Jasmine Marroquin
Jasmine Marroquin, Deputy City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor

PROPOSED BUDGET FY27

\$3,760,844

▲ **6.2%** vs. FY26 budget

PERSONNEL (SALARY + BENEFITS)

\$2,530,540

▲ **4.1%** vs. FY26 budget

Largest cost driver — sensitive to attrition & market

LIBRARY MATERIALS BUDGET

\$600,000

▲ **+\$100K** vs. FY26

Core collection investment recovering toward target

CITY ADMIN TRANSFER FY27

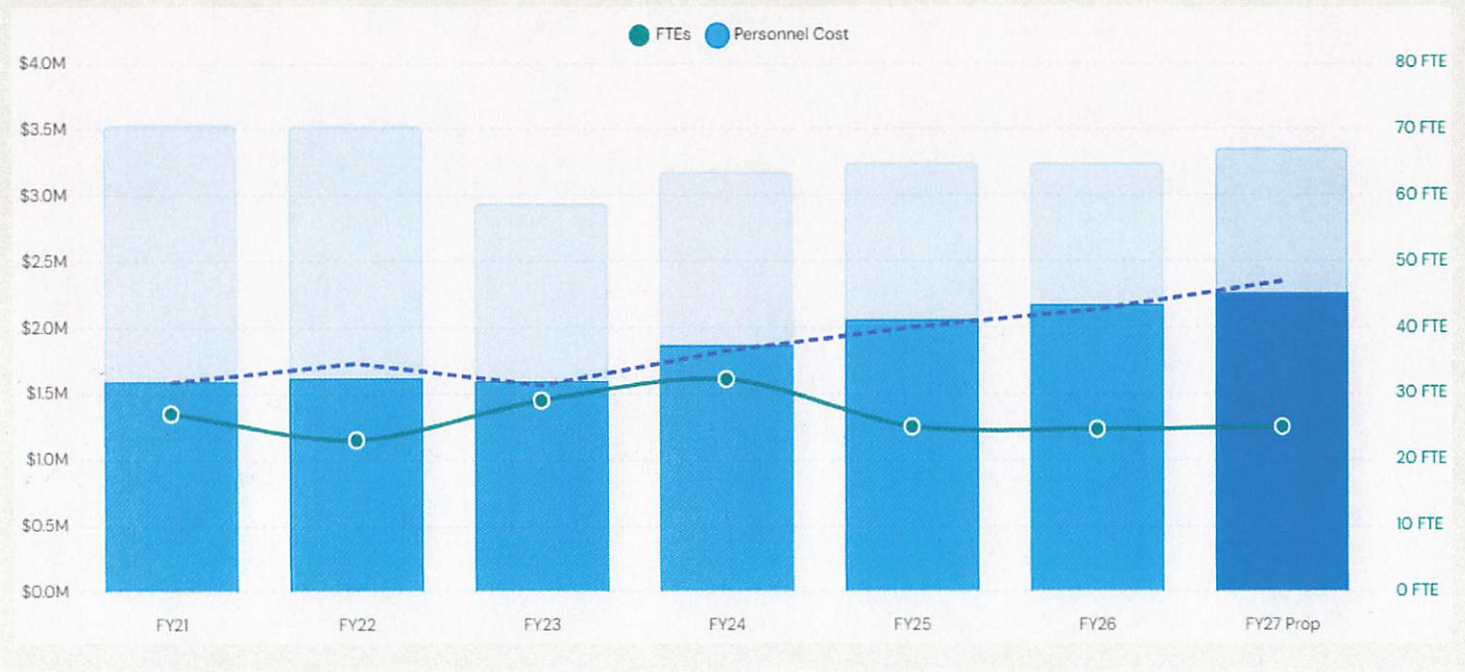
\$160,204

▲ **+\$42,385** vs. FY26

Includes -\$48,707 new ERP/IT cost allocation

PERSONNEL COST AS % OF REVENUE & FTE COUNT · FY2021–FY2027

Personnel (salaries + benefits) as a share of actual revenue — rising trend signals growing structural pressure on the budget.



STAFFING — #1 COST DRIVER

67%

of projected revenue consumed by salaries & benefits in FY27

Competitive wages are essential to retain qualified staff — and proper staffing levels guard against **burnout and attrition**, both of which carry significant long-term costs and directly impact the **level of service** the community receives.

FTE levels have remained relatively **stable** since FY21 (~25–27 FTE), yet **attendance has grown 10.7%** over the same period. The library is serving more people with the same staffing — **visits per FTE** have increased from ~10,500 to ~11,900, demonstrating efficiency gains that cannot be sustained indefinitely without adequate staffing and support.

† City Admin Transfer includes -\$48,707 ERP/IT cost allocation (new in FY27).

ACCOUNT	FY2026 BUDGET	FY2027 PROPOSED	\$ CHANGE	% CHANGE
PERSONNEL				
527.11.00 Administrative Salaries	\$1,442,551	\$1,534,848	+\$92,297	+6.4%
527.15.00 Seasonal Employees	\$417,080	\$262,237	-\$154,843	-37.1%
527.16.00 Overtime	\$10,876	\$10,000	-\$1,876	-17.2%
527.21.00 Employee Benefits	\$727,980	\$724,455	-\$3,525	-0.5%
COLLECTIONS & MATERIALS				
527.32.18 Library Materials – Budgeted	\$500,000	\$600,000	+\$100,000	
527.32.19 Library Materials – Mae Neuber	\$22,000	\$17,000	-\$5,000	-22.7%
SUPPLIES & OPERATIONS				
527.31.03 Postage	\$1,200	\$1,200	–	–
527.32.00 Special Dept Supplies	\$119,250	\$134,990	+\$15,740	+13.2%
527.43.00 Collection Fees	\$5,000	\$5,000	–	–
527.46.00 Insurance	\$30,792	\$38,729	+\$7,937	+25.8%
527.47.00 Travel & Meeting Costs	\$10,000	\$7,500	-\$2,500	-25.0%
527.48.00 Dues & Subscriptions	\$4,300	\$4,300	–	–
527.49.00 Personnel Training	\$11,000	\$6,500	-\$4,000	-40.9%
527.50.00 Custodial Cleaning	\$11,235	\$11,000	-\$235	-2.1%
527.69.15 City Employee Events	\$2,500	\$2,500	–	–
527.69.32 Credit Card Fees	\$3,800	\$4,200	+\$400	+10.5%
TECHNOLOGY & SOFTWARE				
527.51.00 Technology	\$5,598	\$6,030	+\$432	+7.7%
527.58.01 Software Expense	\$61,256	\$51,273	-\$9,983	-16.3%
527.58.02 Computer Equipment	\$6,000	\$5,000	-\$1,000	-16.7%
FACILITIES & MAINTENANCE				
527.52.00 Heat, Lights & Utilities	\$78,567	\$72,000	-\$6,567	-8.4%
527.52.02 County Landfill Fees	\$1,512	\$2,232	+\$720	+47.6%
527.58.00 Rep & Mtnc Office Equip	\$6,000	\$7,000	+\$1,000	+16.7%
527.59.00 Repair & Mtnc Grounds	\$20,000	\$16,000	-\$4,000	-20.0%
527.60.00 Repair & Mtnc Buildings	\$8,000	\$10,000		+25.0%
527.61.00 Rep & Mtnc Auto Equip	\$1,746	\$1,746	–	–
527.63.56 OCLC	\$9,256	\$9,600	+\$344	+3.7%
527.64.00 Maint Work Order Transfer	\$50,000	\$54,000	+\$4,000	+8.0%
CITY TRANSFERS & OTHER				
527.42.21 City Gen & Admin Transfer †	\$117,819	\$160,204	+\$42,385	+36.0%
527.69.00 Miscellaneous	\$500	\$500	–	–
527.79.00 MERF Depreciation	\$1,895	\$1,800	-\$95	-5.0%
Total Expenditures	\$4,649,913	\$3,760,844	-\$889,069 ††	-19.1% ††

† City Gen & Admin Transfer includes ~\$48,707 ERP/IT cost allocation (new in FY27). †† FY26 budget included \$500K contingency reserve + \$400K capital improvements not carried into FY27.

FY26 REVENUE BUDGET

\$3,244,263

FY27 PROJECTED REVENUE

\$3,357,046

▲ **+\$113K** +3.5% over FY26

FY27 REVENUE GAP

\$403,798

▲ **Deficit** actuals exceed revenue

Structural gap before any City contribution

REQUESTED CITY CONTRIBUTION

\$201,661

5.4% of proposed budget

Library matches dollar-for-dollar from fund balance

BUDGET, REVENUE & ACTUALS · FY2021–FY2027

FY21–FY25 show all three series. FY26 and FY27 show budget/proposed only — the library has consistently managed actuals to revenue received, not to the larger adopted budget.



* FY2027 revenue projections reflect an assumed 3% annual escalation for step and COLA increases, prior to any City contribution.

ACCOUNT	FY2026 BUDGET	FY2027 PROPOSED	\$ CHANGE	% CHANGE
3110100 Property Taxes	\$3,042,763	\$3,134,046	+\$91,283	+3.0%
3340900 Rural Registration	\$100,000	\$75,000	-\$25,000	-25.0%
3510600 Lost Materials	\$10,000	\$10,000	—	—
3610700 Investment Interest	\$50,000	\$100,000	+\$50,000	+100.0%
3621000 Photo Copies	\$10,000	\$10,000	—	—
3641600 Friends of the Library	\$10,000	\$10,000	—	—
3642000 MAE Neuber Foundation	\$22,000	\$18,000	-\$4,000	-18.2%
Total Revenue	\$3,244,263	\$3,357,046	+\$112,783	+3.5%

† City Gen & Admin Transfer includes ~\$48,707 ERP/IT cost allocation (new in FY27).



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, May 21, 2026

6:30 PM

City Council Chambers

1. Mayor Burtenshaw Called the meeting to Order at 6:32 PM

Present:

Mayor Lisa Burtenshaw
Councilor Michelle Ziel-Dingman
Councilor Brandon Lee

Council President Jim Francis
Councilor Kirk Larsen
Councilor John Radford

Absent:

Councilor Jim Freeman

Also present:

Lisa Farris, Grants Administrator
Pam Alexander, Municipal Services Director
Wade Sanner, CDS Director
Darin Jones, Human Resources Director
Jasmine Marroquin, Deputy City Clerk

Chris Canfield, Interim PW Director
Lee Washburn, City Horticulturist
Brad Cramer, Prospective Planning
Zack Jones, City Attorney

2. Pledge of Allegiance

Margaret Wimborne led those present in the Pledge of Allegiance.

3. Public Comment

- **Richard Thomas (Idaho Falls Resident)**
 - Sidewalk obstructions and pedestrian safety
 - Argued that overgrown trees, bushes, and illegally parked vehicles frequently block sidewalks, forcing pedestrians into the street.
 - Used a hypothetical example of a young family with a stroller being forced into traffic because sidewalks are impassable.
 - Property owner responsibilities
 - Noted that City code requires property owners to keep sidewalks clear of vegetation.
 - Believed most residents are unaware of this responsibility and would comply if informed.
 - Enforcement concerns
 - Argued that the current complaint-driven enforcement system is ineffective.
 - Suggested the City should take a more proactive approach to educating property owners.
 - City compliance: Claimed the City of Idaho Falls is itself a significant violator of the sidewalk-clearance ordinance, citing conditions along the Greenbelt.

- Liability concerns
 - Warned that sidewalk obstructions could eventually lead to pedestrian injuries and costly litigation against the City.
 - Encouraged the City to improve communication and enforcement before a serious accident occurs.
- **Kiery Wilson (Idaho Falls Resident)**
 1. Willows Place Development Process
 - Initially attempted to comment on the proposed mediation agreement related to the Willows Place development.
 - Expressed concern that nearby homeowners had not been included in mediation discussions.
 - Was informed by City Attorney Jones that comments on the matter would need to wait until a future public hearing on the Planned Unit Development (PUD), as the mediation agreement itself was not subject to public testimony that evening.
 2. Gateway to Kelly Canyon Snow Park
 - Criticized the City's handling of the Gateway to Kelly Canyon Snow Park project.
 - Said he had followed the project from construction through its closure and believed the public had received little information about problems with the facility.
 - Use of taxpayer funds
 - Questioned how taxpayer money had been spent on the project.
 - Requested greater transparency regarding project costs, decisions, and outcomes.
 - Project management concerns
 - Referenced reports involving a project participant who was later investigated for embezzlement.
 - Claimed agreements associated with the project allowed other parties to avoid responsibilities while the City continued paying for repairs and improvements.
 - Accountability
 - Expressed concern that private partners were not being held responsible for obligations related to landscaping, maintenance, and other project commitments.
 - Asked the City Council to publicly explain what occurred, what mistakes were made, and how similar issues would be prevented in future projects.
 - Public communication: Requested a public discussion and greater disclosure about the project's history, closure, financial impacts, and lessons learned.

4. Consent Agenda

A. Office of the City Clerk

1. **26-192 April 2026 Licensing through the Office of the City Clerk**
 - a. 55 New Business Licenses
 - b. 34 Renewed Business Licenses
 - c. 20 Contractor Licenses

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

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

5. Regular Agenda

A. Office of the Mayor

1. 26-194 Appointment of the City Clerk

Presentation/Discussion (Mayor Burtenshaw): The Mayor recommended Linda Lundquist for the position, noting that she currently serves as an executive assistant at Idaho Falls Power and previously worked in the Idaho Falls City Clerk's office. The speaker highlights that many Council members have worked with her before, praised her qualifications and interview performance, and expressed confidence in her ability to be a strong City leader. There was emphasize on her vision for improving the Clerk's office and contributing as part of the City's leadership team.

Motion: Confirm the appointment of Linda Lundquist as the Idaho Falls City Clerk.

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

B. Public Works

1. 26-145 Microtransit Professional Services Agreement Renewal with Idaho Falls Downtowner, LLC

Presentation/Discussion (Interim Director Canfield): Public Works presented a proposed agreement between the City of Idaho Falls and Idaho Falls Downtowner, LLC, to continue providing on-demand microtransit services through the Greater Idaho Falls Transit (GIFT) system.

- This is a renewal of an existing arrangement with the same service provider.
- The new agreement includes flexibility to add transportation services for additional events, if needed, and provisions allowing the City to review and approve staffing changes made by the contractor.
- The contract amount is not to exceed \$1,580,002.92.
- Funding spans portions of the current and next budget years and is expected to be reimbursed through Federal Transit Administration (FTA) funds.

- During Council discussion, questions were raised about the ownership change of Downtowner. Staff explained that although the company was purchased, the agreement remains valid and appropriately structured.
- Another Council member clarified whether the contract was for one year. Staff explained that it is essentially an annual contract, but the funding and reimbursements are spread across multiple fiscal years, covering the remainder of the current budget year and part of the next.

Motion: Approve the Professional Service Agreement between the City of Idaho Falls and Idaho Falls Downtowner, LLC, and give authorization for the Mayor and City Clerk to execute the necessary documents

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

C. Municipal Services

1. 26-183 Resolution - Disposal of Surplus Property Policy

Presentation/Discussion (Director Alexander): Municipal Services presented a resolution to update the City's surplus property disposal procedures. The proposed amendment revises language that has not been updated since 2015 and modernizes the City's process for handling surplus assets.

A key change is the addition of provisions addressing retired police canine service dogs. Because service dogs are considered City assets, staff identified a need for clear procedures governing their disposition upon retirement.

The update was developed collaboratively between Municipal Services and the City Attorney's Office. Municipal Services brought the item forward because it oversees the management and disposal of surplus City property.

Motion: Approve the resolution adopting the City of Idaho Falls surplus policy and provide that this resolution be effective upon its passage and approval and authorize the Mayor and City Clerk to sign the necessary documents

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

D. Human Resources

1. 26-173 Ordinance Amendment to Title 2, Chapter 1, Section 3 of the City Code - Duties of the Library Board

Presentation/Discussion (Director Jones): The Council considered an ordinance amending City code to comply with a new state law, House Bill 715, recently passed by the Idaho Legislature and signed by the governor.

The legislation requires that the hiring or firing of a library director receive approval from a majority of the City Council. Previously, those decisions were primarily the responsibility of the library board. The proposed ordinance updates City code to reflect this new state mandate.

During discussion:

- A Council member asked whether the law affects current library directors. Staff indicated that existing directors do not require retroactive approval, but future hiring or firing actions would be subject to the new requirements.
- Another Council member clarified that under the previous system, the Mayor and Council appointed the library board, while the board independently hired and supervised the library director. The new law adds a City Council approval role to those personnel decisions.
- One Council member strongly opposed the change, arguing that it introduces political influence into library administration and could be used to pressure library directors over book selection and free speech issues. They stated that libraries have traditionally been insulated from political control through independent library boards.
- In response, it was noted that the law does not give the City Council unilateral authority to hire or fire a library director. Any action must still originate with and be approved by the library board, meaning both the library board and City Council must agree. It was argued that this could provide additional protections because two bodies must approve any hiring or termination.
- Council members acknowledged that the change represents a significant shift from the traditional separation between library governance and elected officials, but also emphasized the City's obligation to comply with state law.

The ordinance was presented as a necessary update to align City code with the new state requirements.

Motion 1: Approve the Ordinance amending Title 2, Chapter 1, Section 3, of the City Code to provide that the Library Director is hired and terminated by the Library Board with the approval of the City Council, under a suspension of the rules requiring three complete and separate readings; and request it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Dingman

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

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 2, CHAPTER 1, SECTION 3 TO PROVIDE THAT THE LIBRARY DIRECTOR IS HIRED AND TERMINATED BY THE BOARD OF TRUSTEES WITH THE APPROVAL OF CITY COUNCIL; CODIFICATION; PUBLICATION BY SUMMARY; AND ESTABLISHING EFFECTIVE DATE.

E. Parks & Recreation

1. 26-191 Ordinance Amending Title 8, Chapter 9, Forestry

Presentation/Discussion (Horticulturist Washburn): The City Council reviewed a proposed ordinance updating the City's forestry regulations. The amendments would modernize and clarify existing rules by:

- Updating ordinance formatting.
- Creating tree classifications.
- Establishing clearance requirements around traffic signs, safety infrastructure, and other public facilities.
- Expanding the grounds for revoking private tree service licenses.

City Horticulturist Washburn, who has served in the role for about seven years, explained that the City can require the removal of diseased or hazardous private trees through nuisance abatement procedures, particularly when pests or diseases could spread to other trees or threaten the City's urban forest. He also acknowledged that some trees can pose significant fire hazards. Mayor Burtenshaw expressed support for the update, noting concerns about diseased trees and wildfire risks.

Council Member John Radford spoke passionately about the value of urban forestry, emphasizing that:

- Trees are essential for air quality and public health.
- Studies show cities receive approximately three dollars in benefits for every dollar invested in trees.
- Trees help extend pavement life by providing shade and reducing UV damage.
- Trees improve stormwater management.
- Neighborhoods with street trees tend to have significantly lower asthma rates.

Councilor Radford also highlighted Idaho Falls' long history of tree planting and beautification efforts, including the work of the Village Improvement Society, which purchased and planted many of the City's early trees, and landscape architect Russ Freeman, who helped preserve trees that now line the Greenbelt. He noted that the

Snake River Valley originally had very few trees, making continued stewardship important.

Council members remarked that the ordinance's consideration during Arbor Day week was especially fitting, even if coincidental. Overall, the discussion reflected strong support for protecting and investing in Idaho Falls' urban forest.

Motion: Approve the ordinance amending Title 8, Chapter 9 of the City Code, under a suspension of the rules requiring three complete and separate readings, request that it be read by title, and published by summary.

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

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 8, CHAPTER 9 OF THE CITY CODE TO PROVIDE FOR THE REMOVAL OF VEGETATION OBSTRUCTING TRAFFIC SIGNS, DECLARE PRIVATE TREES IN VIOLATION OF THIS CHAPTER AS A PUBLIC NUISANCE, AMEND REGULATIONS FOR TREES AND OTHER VEGETATION, ADOPT THE 2017 EDITIONS OF ANSI 300 AND ANSI 133, REQUIRE PERMISSION TO PLANT STREET TREES, CLARIFY CERTAIN CODE PROVISIONS BY REPLACING REFERENCES TO URBAN FORESTER AND COMMUNITY FORESTER TO CITY FORESTER, PROVIDE AN ADDITIONAL BASIS TO REVOKE PRIVATE TREE SERVICE COMPANY LICENSES, PROVIDE STANDARDIZED DEFINITIONS FOR TREES BY HEIGHT, AND MAKING OTHER CHANGES, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

F. Community Development Services

1. 26-175 Final Plat and Reasoned Statement of Relevant Criteria and Standards, Houston Heights, Division No. 1

Presentation/Discussion (Director Sanner): Final plat for Houston Heights Division No. 1 (PLT 25-016), located east of Saturn Avenue and Houston Street. Before discussing the plat, staff explained that under Idaho's Local Land Use Planning Act (LLUPA), a final plat that complies with City code must be approved, which is why final plat items often move quickly through the process.

Key details of the plat include:

- The property is a 0.157-acre lot zoned R-2.
- An existing duplex was originally built as a single property, but it was constructed with a firewall extending through the roof and has separate utilities for each unit.

- The applicant is requesting to divide the property down the center of the duplex, creating separate lots for each unit.
- Staff confirmed the subdivision meets all zoning and subdivision requirements.
- The Planning Commission reviewed the application on August 5, 2025.
- No public comments were received during the public hearing.
- The Planning Commission unanimously recommended approval to the City Council.

Motion 1: Approve the Final Plat for Houston Heights, Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat

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

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Houston Heights, Division No. 1 and give authorization for the Mayor to execute the necessary documents

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

2. 26-176 Final Plat and Reasoned Statement of Relevant Criteria and Standards, Hodson Addition, Second Amended

Presentation/Discussion (Director Sanner): Community Development Services presented the Hodson Edition, Second Amended (PLT 25-035), a final plat for property located mid-block on Woodruff Avenue, just south of the Yellowstone Highway/Woodruff intersection.

- The 1.03-acre property is zoned Highway Commercial.
- The applicant is proposing to split off the front portion of the property and formally establish an access easement along the southeast corner.
- The easement will provide access to the newly created rear lot as well as the adjacent property to the south, ensuring all subdivided lots have legal access.
- An existing industrial building is located on the property.
- The Planning Commission reviewed the plat on February 3, 2026.
- No public comments were received during the public hearing.
- The Planning Commission unanimously recommended approval to the City Council.

- Staff indicated the plat complies with applicable requirements and offered to answer Council questions.

Motion 1: Approve the Final Plat for Hodson Addition, Second Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat

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

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

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

3. **26-177** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Recycle Road Commercial Park.

Presentation/Discussion (Director Sanner): Community Development Services presented the Recycle Road Commercial Park Final Plat (PLT 26-001), a single-lot subdivision located on Recycle Road near the Highway 20 interchange, adjacent to the new Maverik and Bish's RV developments.

- The subdivision consists of 7.263 acres and is zoned Highway Commercial (HC).
- Although the lot configuration remains essentially unchanged, the plat is needed to formally establish:
 - A street dedication along the property frontage.
 - Several utility easements around the perimeter of the property.
- The property is currently vacant.
- The Planning Commission reviewed the plat on March 3, 2026.
- No public comments were received during the hearing.
- The Planning Commission unanimously recommended approval to the City Council.

Motion 1: Approve the Development Agreement for the Final Plat for Recycle Road Commercial Park and give authorization for the Mayor and City Clerk to sign said agreement.

- Moved by: Councilor Lee

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

Motion 2: Approve the Final Plat for Recycle Road Commercial Park and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

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

Motion 3: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Recycle Road Commercial Park and give authorization for the Mayor to execute the necessary documents.

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

4. 26-178 Final Plat and Reasoned Statement of Relevant Criteria and Standards, Stillwater Apartments.

Presentation/Discussion (Director Sanner):

- Council asked why this project had a development agreement, unlike other plats; staff explained it was tied to access and dedication requirements, particularly related to utilities and property dedication.
- The Stillwater Apartments site is a 2.5-acre parcel located between Science Center Drive and Highway 20, with primary access from Anderson Street.
- The project previously received a variance in February 2026 due to limited usable frontage access despite extensive street frontage.
- The plat formalizes access and utility easements, confirming the agreed-upon access arrangement:
 - Primary access and fire access are both via Anderson Street.
 - Easements are established across the site to allow proper access and subdivision compliance.
- The property is currently vacant and zoned R-3.
- The Planning Commission reviewed it on April 7, 2026, received no public comments, and issued a unanimous positive recommendation.

Council members also emphasized that final plats are thoroughly reviewed by multiple departments (including fire, engineering, and surveying) before reaching approval, underscoring the formal vetting process required before Council action.

Motion 1: Approve the Final Plat for Stillwater Apartments and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat

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

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Stillwater Apartments and give authorization for the Mayor to execute the necessary documents.

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

5. 26-187 Approve Proposed Mediation Agreement for Willows Place Townhomes Planned Unit Development

Presentation/Discussion (Attorney Jones): The City Council discussed approval of a proposed mediation agreement for the Willows Place Townhomes Planned Unit Development (PUD), following prior denial and reconsideration of the project.

- Two Council members abstained from voting due to prior involvement in mediation, consistent with quasi-judicial ex parte rules.
- The project previously had its PUD request denied by Council in January 2026, with denial upheld after reconsideration in April. The applicant was then invited to enter mediation, as allowed by City code.
- A mediation session was held with a neutral mediator, resulting in a non-binding agreement outlining proposed changes.
- Tonight's vote was only to approve the mediation agreement, not the PUD itself. A revised PUD must still come back later for a full public hearing and final decision.

Key changes in the mediation agreement:

- Unit reduction: from 14 units down to 12, addressing density concerns.
- Playground relocation: moved to a more accessible location and designated as a publicly available amenity with signage.
- Parking reduction: decreased by 10 stalls.

- Improved landscaping: increased from about 48% to 57% of the site.
- Driveway/access adjustments: expanded driveway space to improve safety and fire access (from ~20 ft to ~25 ft clearance).
- Better neighborhood connectivity and access improvements were included.

Council discussion included:

- Concerns about housing supply vs. reduced unit count, with some members questioning whether reducing units was appropriate.
- Clarification that the mediation agreement is not final approval, but a framework for a revised PUD that will return later for a full public hearing.
- The agreement is intended to set direction for the revised proposal, which will be resubmitted for full review and public input.

The item concluded with Council preparing for a vote on whether to ratify the mediation agreement, acknowledging that a separate, more formal PUD hearing will follow later.

Motion: Approve Proposed Mediation Agreement between the City of Idaho Falls and Willows Place Townhomes Planned Unit Development (PUD).

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

6. **26-193** Public Hearing of the Community Development Block Grant (CDBG) Draft PY 2026-2030 Five Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice presented by Brad Cramer, Perspective Planning & Consulting. Public Hearing of the Community Development Block Grant (CDBG) Draft PY 2026 CDBG Annual Action Plan by Lisa Farris.

Presentation/Discussion (Administrator Farris, Mr. Cramer): The City held a public hearing on the 2026 Community Development Block Grant (CDBG) Annual Action Plan and related consolidated planning documents, including a new 2026–2030 five-year consolidated plan and a fair housing analysis.

Brad Cramer, from Prospective Planning and Consulting, presented the plan, explaining that:

- CDBG funds come from HUD and must primarily benefit low- to moderate-income residents, address blight, or meet urgent community needs.
- The five-year plan is based on extensive data analysis and public input, including surveys, stakeholder interviews, and focus groups.
- Community feedback identified key issues such as:
 - Housing affordability and supply shortages

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- Rising homelessness and mental health needs
- Need for transportation access, infrastructure, and supportive services
- Challenges related to housing stability and discrimination (especially tied to mental health and income barriers)

Key priorities in the plan include:

- Expanding and rehabilitating affordable housing
- Supporting homeless services and shelter capacity
- Investing in public infrastructure and accessibility improvements
- Providing assistance with fees and barriers to housing
- Studying possible slum/blight designation areas
- Exploring a Neighborhood Revitalization Strategy Area (NRSA) to give the City more flexibility in how CDBG funds are used
- Encouraging broader strategies like density bonuses, impact fee waivers, and housing partnerships

The consultant also noted CDBG constraints:

- Strict HUD eligibility rules
- Required measurable outcomes
- Limited funding (about \$400,000+ annually locally)

2026 funding requests presented: Multiple community organizations requested CDBG support, including:

- Legal aid for domestic violence and housing issues
- Behavioral health and crisis services
- GED and education support programs
- Childcare assistance for working families
- Salvation Army rental and utility assistance
- Soup kitchen training support
- Downtown improvements (facades, safety, infrastructure)
- YMCA conversion of racquetball courts into a youth play space
- Rescue Mission security and IT upgrades
- Senior Center Meals on Wheels supplies

Public comment and Council discussion

- Council members acknowledged the high level of need across the community and strong participation from nonprofits.
- One Council member highlighted concern about income-based housing barriers and “credit discrimination” issues.
- Another emphasized interest in exploring NRSA designation to better target revitalization efforts.

- Support was expressed for continuing to evaluate how CDBG rules might better align with community needs.

Process timeline

- Public hearing remains open until June 22
- Council work session: July 6
- Funding resolution: July 9
- Final plan submission to HUD: before August 16

The hearing was left open for continued public comment.

7. 26-179 Legislative Public Hearing for the Annexation and Initial Zoning of I&M, Industrial and Manufacturing - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East

Presentation/Discussion (Director Sanner): The item was a legislative public hearing regarding an annexation and initial zoning request. However, the applicant recently requested that the item be tabled due to unresolved questions related to the annexation and a future site plan, following meetings with City staff.

The request to table was submitted in writing the same day (by 4:30 p.m.), and staff confirmed that tabling to a specific date—June 4th—would serve as adequate public notice.

Motion: Table the public hearing to June 4, 2026.

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

8. 26-180 Legislative Public Hearing for the Annexation and Initial Zoning of R1, Single Dwelling Residential with the Controlled Development Airport Overlay Zone - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 3.677 acres in the SE ¼ of Section 27, and the SW ¼ of Section 26, Township 2 North, Range 37 East.

Presentation/Discussion (Director Sanner): The City Council held a public hearing on a request to annex 3.677 acres on Bellin Road and zone the property R-1 (single-family residential).

- Applicant Dan Bronson, representing his parents, said the annexation was requested primarily to obtain City water service because the property currently relies on a shared well that has experienced problems.

- Director Sander explained that:
 - The property is located north of Sunnyside Road near the I-15 interchange.
 - The annexation includes both the property and adjacent right-of-way along Bellin Road.
 - Nearby City properties are zoned LC (Limited Commercial), while neighboring county properties are zoned agricultural and large-lot residential.
 - Although adjacent to LC zoning, staff found that R-1 zoning better aligns with the area's suburban growth pattern and future land-use plans.
 - Staff determined the request would not constitute spot zoning because residential development is expected to continue northward.
- The property is located within the airport controlled-development overlay, but there are no additional restrictions on residential uses under that overlay.
- The Planning Commission reviewed the request on February 3, 2026, and:
 - Heard comments from a neighboring property owner regarding the shared well situation.
 - Received no opposition to the annexation.
 - Voted unanimously to recommend approval.
- Council members asked why the annexation included a portion of Bellin Road south of the property but not farther north.
 - Staff explained that annexations commonly include adjacent rights-of-way and believed the configuration was intended to connect with existing City-owned property and right-of-way.
- A Council member asked whether the annexation could pressure the neighboring property to annex.
 - Staff responded that while a City-initiated annexation could theoretically occur in the future because the parcel would become surrounded by City boundaries, no such action is currently being considered.
- No members of the public spoke in favor of or against the request.

Motion 1: Approve the Ordinance annexing approximately 3.677 acres in the SE ¼ of Section 27, and the SW ¼ of Section 26, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of “Suburban;” and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary

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

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 3.677 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.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 3.677 acres in the SE ¼ of Section 27, and the SW ¼ of Section 26, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents

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

Motion 3: Approve the Ordinance establishing the initial zoning for R1, Single Dwelling Residential with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office

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

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 3.677 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1 SINGLE DWELLING RESIDENTIAL AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Motion 4: Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R1, Single Dwelling Residential with the Controlled Development Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents

- Moved by: Councilor Lee
- Second: Councilor Francis

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

9. 26-181 Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Creekside Townhomes.

Presentation/Discussion (Director Sanner): The Council held a quasi-judicial public hearing on the proposed Creekside Townhomes Planned Unit Development (PUD).

- Wyatt Jenkins of Connect Engineering presented the project on behalf of the developer.

Project Overview

- The development would include 143 townhome units on approximately 13.4 acres.
- The project is located near Recycle Road and Willow Creek.
- The applicant described the project as providing a more affordable homeownership option for younger families.
- The development is planned in 12 phases and is intended to consist of individually owned units within an HOA-managed community.

Requested Variances.

The developer requested three variances:

- Allowing lots to front on private streets.
- Reducing the rear setback along the western property line from 25 feet to 10 feet.
- Reducing the landscape buffer along private streets to 10 feet.

Amenities and Open Space

- The PUD ordinance requires three amenities; the project proposes four:
 - Two pickleball courts.
 - A playground.
 - A gazebo.
 - A paved walking path along Willow Creek.
- The development provides approximately 39.7% open space, exceeding the required 25%.
- Most amenities would be completed during Phase 1.

Willow Creek and Irrigation Issues

- Significant discussion focused on Willow Creek and a nearby irrigation ditch.
- The applicant clarified:
 - The irrigation ditch would be buried underground.
 - Willow Creek itself would remain open and natural, with culverts only at crossing locations.
 - The project team is coordinating with the Army Corps of Engineers, irrigation districts, archaeologists, and downstream water users.

- The developer said the goal is to preserve the creek corridor and maintain public enjoyment of the area.

Public Access Concerns

- Council Member Francis asked how Willow Creek would remain accessible to the public.
- The developer stated:
 - No fences are planned along the creek corridor.
 - Sidewalk connections would allow public access.
 - Future trail extensions along the creek could be added.
 - The developer would support a condition requiring the corridor to remain open to the public.
- Staff noted that such a condition could be formally added to the approval findings.

Staff Report

- Planning staff explained:
 - The property was annexed into the City in 2021.
 - It is zoned Limited Commercial (LC), with residential development governed by R-3A standards.
 - The proposed density is 10.8 units per acre, well below the maximum allowed 35 units per acre.
 - The internal streets would remain private.
 - The project received a unanimous recommendation for approval from the Planning Commission.
- Staff noted that Planning Commission discussions focused heavily on preserving Willow Creek and enhancing amenities, leading to the addition of the creek trail and gazebo.

Public Testimony

- No members of the public spoke for or against the project.

Council Discussion

- Council members generally praised the project for:
 - Preserving and incorporating Willow Creek as an amenity.
 - Providing significant open space.
 - Offering affordable homeownership opportunities.
 - Creatively using the PUD process to protect natural features.
- Some concerns were raised about:
 - The long-term burden on homeowners' associations to maintain private streets and infrastructure.
 - The tendency of PUDs to create inward-focused developments that function like separate communities.

- Despite those concerns, Council members expressed support for the project's design and its effort to balance housing needs, open space preservation, and recreational amenities.

Motion 1: Approve the Planned Unit Development (PUD) for Creekside Townhomes as presented

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

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Creekside Townhomes with the condition that the Willow Creek corridor remain open to the public and the trail to the gazebo is paved and give authorization for the Mayor to execute the necessary documents.

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

6. Announcements

- Before adjournment, Mayor Burtenshaw provided an update related to the Jefferson Avenue sidewalk and curb-and-gutter discussion.
 - She noted that Public Works staff are developing a new notification letter intended to provide residents with clearer information when infrastructure projects are planned.
 - The Mayor emphasized that such projects are typically planned well in advance and that the City expects to engage with affected property owners early in the process.
- She indicated that future discussions may come before the City Council regarding:
 - The curb-and-gutter program.
 - The sidewalk program.
 - Possible ways to assist property owners with project costs.
- The Mayor noted that previous legal advice had cautioned against the City acting as the financial backer for private sidewalk improvements, but she acknowledged that future Council policy decisions could revisit how assistance is provided.

There being no further business, the meeting adjourned at 9:11 PM.

/s/ Jasmine Marroquin
Jasmine Marroquin, Deputy City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor

<i>Program Year (PY) 2026 CDBG Applicant</i>	<i>Activity/Project Description</i>	<i>Requested Amount</i>
	2026 Allocation \$414,143	
Public Service Activities	15% max of allocation	
Idaho Legal Aid	Legal Aid/victims of domestic violence (Idaho Falls office).	\$24,000.00
Behavioral Health Crisis Center E ID	(N Holmes) - Case management/treatment for mental health/substance abuse clients (ages 18/older).	\$30,000.00
Domestic Violence/Sexual Assault Ctr.	DVSAC - GED program testing vouchers.	\$10,000.00
United Way ALICE Child Care Scholarship Program	Assistance with affordable daycare expenses for working families that don't meet the threshold for state financial assistance.	\$30,000.00
Salvation Army	Rental (\$7,500) and Utility Assistance (\$3,700.00) for LMI individuals/families. Salary for one FTE (\$938.00). Indirect cost for support service/occupancy (\$1,812.00).	\$14,000.00
Promise Ridge Family Emergency Shelter	One PTE to provide intake/case management services of LMI clients for (17) pay periods (June to December).	\$15,585.60
Nest Pregnancy Care Ctr	Prenatal care with ultrasound/results for LMI clients at the center. Support for (1) ultrasound/month at \$400 each, totaling \$20,800/year.	\$20,800.00
Idaho Falls Soup Kitchen	Support for training of volunteers.	\$13,000.00
Slum & Blight by area	30% max of allocation	
IFDDC/Idaho Falls Downtown Dev. Corp.	Continue the Façade Improvement Program in Downtown Idaho Falls CT 9712 (Signs, awnings, facades).	\$50,000.00
LMI Direct Benefit	Must allocate 70% or more as direct benefit	
City of Idaho Falls, Public Works Div.	Highland Park Sidewalk Improvement Project - assist LMI with Curb, Gutter, Sidewalk in Subdivision within CT 9712.	\$195,000.00
EICAP	Parking Lot/Warehouse LED Lighting Upgrade Project - retrofit existing light fixtures with energy efficient LED bulbs.	\$5,940.00
YMCA	Transform existing indoor racquetball courts into an indoor play structure for ages 2-12.	\$100,000.00
Idaho Falls Rescue Mission (IFRM)	Replace existing security cameras with a new internal/external security camera system.	\$12,500.00
IF Sr. Center Meals on Wheels Program	Reusable/disposable trays to serve/deliver meals to seniors and disabled low- and moderate-income individuals.	\$24,199.84
Administration	20% max of allocation (\$414,143.00)	
CDS/Administration of Program	Administer the CDBG Program with (1) FT employee in CDS.	\$82,828.60
	Total Amount of Applications (includes Administration)	\$627,854.04



Memorandum

File #: 26-209

City Council

DATE: Wednesday, June 3, 2026
FROM: Linda Lundquist, City Clerk

AGENDA: Consent
DEPARTMENT: Mayor's Office

Title

May 2026 Licensing through the Office of the City Clerk

- | | |
|---|--|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Quasi-Judicial Public Hearing | <input type="checkbox"/> Legislative Public Hearing |
| <input checked="" type="checkbox"/> Confirmation/Consent/Acceptance | <input type="checkbox"/> Approval/Authorization/Ratification |

Action(s) Requested:

Review and accept all permits and licenses issued by the City Clerk's Office in May 2026 (or take other action deemed appropriate).

Description, Background Information, Purpose:

Attached are reports for the following:

- New Business Permits & Licenses (88) issued by the City Clerk's Office in the month of May (excludes contractors)
- Renewed Business Licenses (35) issued by the City Clerk's Office in the month of May (excludes contractors)
- New & Renewed Contractor Licenses (25) issued by the City Clerk's Office in the month of May

May 2026 New Licenses & Permits (excludes contractors)

Name	Number	Type	Status	Date
Barra Obsidian	2040124	Itinerant Merchant	APPROVED	5/15/2026
Mountain Brewers Beer Fest	2750738	Alcohol Catering Permit Not - For - Profit	APPROVED	5/27/2026
Sonora Style Mexican Food LLC	6901340	Mobile Food Vendor	APPROVED	5/8/2026
An Evening of Wonder Idaho Falls Symphony Gala 2026	3083744	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2026
The Zone	2568314	Alcohol Catering Permit	APPROVED	5/6/2026
The Zone	2493391	Alcohol Catering Permit	APPROVED	5/27/2026
Schnieder	8823572	Door-to-Door Sales	APPROVED	5/1/2026
Dowdy	8229256	Door-to-Door Sales	APPROVED	5/1/2026
Graneau	1610106	Door-to-Door Sales	APPROVED	5/1/2026
Sadler	8319828	Door-to-Door Sales	APPROVED	5/1/2026
Risser	2361014	Door-to-Door Sales	APPROVED	5/1/2026
McCoy	0233481	Door-to-Door Sales	APPROVED	5/6/2026
Chadwick	0719942	Door-to-Door Sales	APPROVED	5/6/2026
Long	6525540	Door-to-Door Sales	APPROVED	5/11/2026
Anetrella	7634311	Door-to-Door Sales	APPROVED	5/4/2026
Herrin	8137450	Door-to-Door Sales	APPROVED	5/4/2026
Nayi	1951427	Door-to-Door Sales	APPROVED	5/4/2026
Atnip	2309278	Additional Dog License	APPROVED	5/6/2026
Claw Queen Amusements	9921158	Itinerant Merchant	APPROVED	5/19/2026
Guion	3295028	Door-to-Door Sales	APPROVED	5/6/2026
Tompkins	1881630	Door-to-Door Sales	DENIED	5/1/2026
Bocados	0013532	Mobile Food Vendor	APPROVED	5/21/2026
Standfast LLC DBA "Cafe Reggae"	3054501	Mobile Food Vendor	APPROVED	5/14/2026
Road Show Concepts, LLC	4135895	Secondhand Precious Metals	APPROVED	5/6/2026
Down For Dogs	7793562	Mobile Food Vendor	APPROVED	5/1/2026
African Adventure Sundown Study Orientation	0519347	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2026
Makers Night Floral	3876289	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2026
Sacred Spaces Opening	1761420	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2026
Pinoy Streets Fry N Grill	5731576	Mobile Food Vendor	APPROVED	5/1/2026
A Street Soup Market 333 LLC	4610370	Alcohol Catering Permit	APPROVED	5/1/2026
A Street Soup Market 333 LLC	8278085	Alcohol Catering Permit	APPROVED	5/1/2026
A Street Soup Market 333 LLC	4522864	Alcohol Catering Permit	APPROVED	5/6/2026
Bee's Knees Pub & Catering Co.	1170763	Alcohol Catering Permit	APPROVED	5/6/2026
Bee's Knees Pub & Catering Co.	6546634	Alcohol Catering Permit	APPROVED	5/6/2026
Club Charleys	7759077	Alcohol Catering Permit	APPROVED	5/6/2026
Gardner	1279980	Door-to-Door Sales	APPROVED	5/11/2026
Davis	6990354	Door-to-Door Sales	APPROVED	5/7/2026
Baggett	7862101	Door-to-Door Sales	APPROVED	5/11/2026
Lewis	3053375	Door-to-Door Sales	APPROVED	5/7/2026
Sabin	7764804	Door-to-Door Sales	APPROVED	5/11/2026
Isaksen	6948168	Door-to-Door Sales	APPROVED	5/7/2026
Parrish	0520268	Door-to-Door Sales	APPROVED	5/11/2026
Liston	0449039	Door-to-Door Sales	APPROVED	5/11/2026
Beauchamp	1236561	Door-to-Door Sales	APPROVED	5/11/2026
Graviet	4186054	Door-to-Door Sales	APPROVED	5/11/2026
Hoopos	1829593	Door-to-Door Sales	APPROVED	5/11/2026
Bartlett	0676362	Door-to-Door Sales	APPROVED	5/11/2026
Marris	2084768	Door-to-Door Sales	APPROVED	5/11/2026
Bee's Knees Pub & Catering Co.	8314423	Alcohol Catering Permit	APPROVED	5/13/2026
Ockey	3360707	Door-to-Door Sales	APPROVED	5/18/2026
City Bagels & Bakery LLC	4329957	Alcohol Catering Permit	APPROVED	5/13/2026
Park Avenue Grill	8691414	Alcohol Catering Permit	DENIED	5/14/2026

Bee's Knees Pub & Catering Co.	6354361	Alcohol Catering Permit	APPROVED	5/13/2026
Bee's Knees Pub & Catering Co.	0456810	Alcohol Catering Permit	APPROVED	5/13/2026
Bee's Knees Pub & Catering Co.	9748390	Alcohol Catering Permit	APPROVED	5/13/2026
A Street Soup Market 333 LLC	5161499	Alcohol Catering Permit	APPROVED	5/13/2026
Club Charleys	0707896	Alcohol Catering Permit	APPROVED	5/13/2026
Charred Crowns	9918615	Other Business License	APPROVED	5/18/2026
SCI VENTURES LLC/WHITE HORSE BAR	3416910	Alcohol Catering Permit	APPROVED	5/13/2026
Yager	0002049	Door-to-Door Sales	APPROVED	5/21/2026
Café Rosa Dulce	5713734	Mobile Food Vendor	APPROVED	5/21/2026
Brocksome	3139698	Public Transportation Operator	APPROVED	5/21/2026
Welch	3904228	Additional Dog License	APPROVED	5/29/2026
Club Charleys	0168240	Alcohol Catering Permit	APPROVED	5/19/2026
Soiled Dove LLC	5285902	Alcohol Catering Permit	APPROVED	5/15/2026
JHJ Hotel LLC/Holiday Inn	0970018	Alcohol Catering Permit	APPROVED	5/19/2026
The Snakebite Restaurant	3476675	Alcohol Catering Permit	APPROVED	5/19/2026
Don't Sweat It Concessions LLC	6810157	Mobile Food Vendor	APPROVED	5/21/2026
TAP-N-FILL INC	1707359	Alcohol Catering Permit	APPROVED	5/21/2026
Pachangas Mexican Restaurant	1864083	Alcohol Catering Permit	APPROVED	5/20/2026
Bee's Knees Pub & Catering Co.	9229132	Alcohol Catering Permit	APPROVED	5/20/2026
Club Charleys	4075080	Alcohol Catering Permit	APPROVED	5/20/2026
Museum After Dark: Trivia Night	0980395	Alcohol Catering Permit Not - For - Profit	APPROVED	5/21/2026
Africa Adventure Sundown Study	6250091	Alcohol Catering Permit Not - For - Profit	APPROVED	5/21/2026
Alive After Five	3269782	Alcohol Catering Permit Not - For - Profit	APPROVED	5/21/2026
SOLAIRUS Enterprises LLC	4562261	Alcohol Catering Permit	APPROVED	5/21/2026
Lemon Smashers East Idaho	5692074	Mobile Food Vendor	APPROVED	5/22/2026
Hutchison	8689592	Public Transportation Operator	APPROVED	5/29/2026
Live United Summer Concert Series	4826871	Alcohol Catering Permit Not - For - Profit	APPROVED	5/29/2026
Live United Summer Concert Series	3578229	Alcohol Catering Permit Not - For - Profit	APPROVED	5/29/2026
Bee's Knees Pub & Catering Co.	9014132	Alcohol Catering Permit	APPROVED	5/29/2026
White Horse Bar/SCI Ventures LLC	7883861	Alcohol Catering Permit	DENIED	5/26/2026
Motloch	0923984	Door-to-Door Sales	APPROVED	5/29/2026
Mackowiak	6131967	Public Transportation Operator	APPROVED	5/29/2026
Club Charleys	4743857	Alcohol Catering Permit	APPROVED	5/29/2026
Club Charley's	6285970	Alcohol Catering Permit	APPROVED	5/29/2026
Alive After Five	0982807	Alcohol Catering Permit Not - For - Profit	APPROVED	5/29/2026
Alive After Five	2775608	Alcohol Catering Permit Not - For - Profit	APPROVED	5/29/2026

May 2026 Renewed (Excludes contractors)

Name	Number	Type	Status	Date
BOTANA LOCA - CRAZY SNACKS LLC	5873	Mobile Food Vender	APPROVED	5/1/2026
Barboza Ice Cream	5464	Mobile Food Vender	APPROVED	5/26/2026
Infinity Lvx	10045	Pawn Broker	APPROVED	5/19/2026
Blue Jay Transit USFM LLC	10383	E-Bike	APPROVED	5/8/2026
Corn Dog Station LLC	2024-10	Mobile Food Vender	APPROVED	5/26/2026
The Gangplank	24-25	Mobile Food Vender	APPROVED	5/26/2026
Glazed and Confused Mini Donuts	2024-20	Mobile Food Vender	APPROVED	5/1/2026
Tacos El Toxico LLC	1209112	Mobile Food Vender	APPROVED	5/1/2026
Four Arch Farm	6820277	Itinerant Merchant	APPROVED	5/1/2026
Mr.Moose Recycling	2555516	Scrap Dealer	APPROVED	5/14/2026
Idaho Falls Farmers Market	0411316	Itinerant Merchant	APPROVED	5/21/2026
The Great Bambino	2211186	Mobile Food Vender	APPROVED	5/6/2026
Villa Coffeehouse	1319016	Mobile Food Vender	APPROVED	5/6/2026
Hickory Farms, #40439	3600823	Mobile Food Vender	APPROVED	5/6/2026
Bar-Be-Keto LLC/Burger Smithy	2024-11	Mobile Food Vender	APPROVED	5/14/2026
El Sazon De Mi Corazon by Calakas Tacos & Miches	2024-16	Mobile Food Vender	APPROVED	5/8/2026
Araceli Mexican Food, LLC	2024-17	Mobile Food Vender	APPROVED	5/27/2026
Megpies of Idaho LLC	2024-19	Mobile Food Vender	APPROVED	5/20/2026
Karie Anne's Frozen Desserts Idaho Falls	8023766	Mobile Food Vender	APPROVED	5/29/2026
Teton Bagel	6167138	Mobile Food Vender	APPROVED	5/5/2026
American Grub	6492454	Mobile Food Vender	APPROVED	5/1/2026
Aguas Maria LLC	5889167	Mobile Food Vender	APPROVED	5/21/2026
Pressler	8362	Public Transportation Operator	APPROVED	5/6/2026
Rushton	8257	Public Transportation Operator	APPROVED	5/6/2026
Knorr	9904	Public Transportation Operator	APPROVED	5/19/2026
Ellis	10513	Public Transportation Operator	APPROVED	5/19/2026
Bloxham	10963	Public Transportation Operator	APPROVED	5/6/2026
Adakai	8189019	Public Transportation Operator	APPROVED	5/6/2026
Van Wagoner	4170214	Public Transportation Operator	APPROVED	5/6/2026
McDonald	1529664	Public Transportation Operator	APPROVED	5/6/2026
Fredrickson	8559888	Public Transportation Operator	APPROVED	5/6/2026
Brocksome	3139698	Public Transportation Operator	APPROVED	5/13/2026
Kyle	9856617	Public Transportation Operator	APPROVED	5/20/2026
Hutchison	8689592	Public Transportation Operator	APPROVED	5/22/2026
Mackowiak	6131967	Public Transportation Operator	APPROVED	5/27/2026

May 2026 Contractors

Number	Name	Type	Date
BLDC21-060	4 Square Construction	Bldg Contractor - Class B	5/20/2027
1256	KT Construction LLC	Bldg Contractor - Class B	5/7/2026
1090	Blue Ribbon Construction	Bldg Contractor - Class B	5/21/2026
4152	Blue Ribbon Construction	Sign Contractor	5/21/2026
1036	Frame Construction LLC	Bldg Contractor - Class C	5/12/2026
LBC26-022	STRONGHOUSE SOLUTIONS, LLC	Bldg Contractor - Reciprocal	5/14/2026
4391	Blue Ribbon Construction	Right-of-Way Contractor	5/21/2026
1453	BFC Diversified LLC	Bldg Contractor - Class A	5/19/2026
1101	Homecrafters Land Development LLC	Bldg Contractor - Class B	5/19/2026
1012	M Voigt Construction Inc	Bldg Contractor - Class A	5/19/2026
3025	M Voigt Construction Inc	Right-of-Way Contractor	5/21/2026
3526	Parks and Recreation Department	Right-of-Way Contractor	5/22/2026
BLDC20-044	HomePro Services LLC	Bldg Contractor - Class C	5/28/2026
PWEC18-005	Robert Johannsen	Erosion Control Contractor	5/22/2026
PWRW20-005	The Yard Butler LLC	Right-of-Way Contractor	5/28/2026
PWRW19-011	BFC Diversified LLC	Right-of-Way Contractor	5/29/2026
1438	Wind River Construction	Bldg Contractor - Class B	5/6/2026
LBC24-023	Single-Ply Systems, Inc.	Bldg Contractor - Class D Roofing	5/6/2026
4475	KT Construction LLC	Right-of-Way Contractor	5/11/2026
BLDC23-017	Wasatch Taylormade Builders LLC	Bldg Contractor - Class A	5/12/2026
PWRW24-005	D I R T Excavation LLC	Right-of-Way Contractor	5/12/2026
PWRW19-008	B Jackson Construction	Right-of-Way Contractor	5/12/2026
1603	Construction Solutions Company LLC	Bldg Contractor - Class A	5/19/2026
LBC26-023	Steed Construction Inc	Bldg Contractor - Reciprocal	5/19/2026
4207	Mickelsen Construction Inc	Right-of-Way Contractor	5/26/2026



Memorandum

File #: 26-223

City Council

DATE: Friday, June 12, 2026

AGENDA: Consent

FROM: Linda Lundquist, City Clerk

DEPARTMENT: Mayor's Office

Title

City Council Meeting Minutes

- | | |
|--|---|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Quasi-Judicial Public Hearing | <input type="checkbox"/> Legislative Public Hearing |
| <input type="checkbox"/> Confirmation/Consent/Acceptance | <input checked="" type="checkbox"/> Approval/Authorization/Ratification |

Action(s) Requested:

Approve the City Council Meeting Minutes from June 1 & 4, 2026.

Description, Background Information, Purpose:

Attached are the following minutes:

- June 01, 2026, Work Session
- June 04, 2026, Council Meeting



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Monday, June 1, 2026

3:00 PM

City Council Chambers

Call to Order and Roll Call

There were present:

Mayor Lisa Burtenshaw

Councilor Michelle Ziel-Dingman (*Left at 5:40*)

Councilor John Radford

Councilor Brandon Lee (*On Teams, present from 3:04 pm – 5:25 pm*)

Council President Jim Francis

Councilor Jim Freeman

Councilor Kirk Larsen

Also present:

Shante Sanchez, Bonneville County Coroner

Bryce Johnson, Police Chief

Scott Grimmett, Fire Marshall

Cody Grodon, Building Inspector

Linda Lundquist, City Clerk

Sherrif Hulse, Bonneville County

Mark Hagedorn, Finance Manager/Treasurer

Margaret Wimborne, Chief of Staff

Zack Jones, City Attorney

Mayor Burtenshaw called the meeting to order at 3:01 p.m. with the following items:

Legal, Police - Review: Draft Ordinance to Ban the Sale of Kratom

Overview of the Ordinance

- The City is considering an ordinance to ban the sale of kratom, but not possession.
- The ban would apply within Idaho Falls City limits to City residents (including online sales).
- The ordinance was updated to close loopholes by including:
 - Synthetic and semi-synthetic kratom compounds
 - Related alkaloid compounds

Why the Ordinance Was Proposed - Coroner’s testimony:

The coroner described multiple recent deaths linked to kratom:

- A 19-year-old male: toxicology showed kratom (mitragynine) as the sole cause of death.
- A 23-year-old female: death ruled as acute kratom toxicity after autopsy.
- Another individual in their 30s: death linked to synthetic kratom concentrate (“7-hydroxymitragynine” products).
- Additional suspected/confirmed cases under investigation, including one currently hospitalized case expected to be fatal.

Key findings:

- At least six kratom-related deaths in ~18 months in the county.
- Some cases involved pure kratom with no other drugs present.
- Increasing availability of kratom in retail settings (gas stations, smoke shops).

Public Health Concerns Raised

- Kratom acts on opioid receptors and can cause:
 - Respiratory suppression at high doses
 - Addiction-like effects similar to opioids
- Synthetic concentrates appear to be more potent and more dangerous
- Narcan (naloxone) does not reliably reverse kratom overdoses
- Increasing use among younger individuals, including school-aged reports

Law Enforcement Perspective - Sheriff and Police input:

- No current statewide regulation or ban in Idaho; both state legislative efforts failed.
- Enforcement challenges:
 - No reliable field test for kratom (unlike drugs like marijuana or meth)
 - Prosecutions may rely on packaging labels rather than chemical confirmation
- Likely enforcement approach:
 - Warnings to businesses first
 - Focus on compliance rather than arrests
- Concern about jurisdictional inconsistency:
 - If only Idaho Falls bans it, sales may simply shift to nearby cities or county areas

Policy and Strategy Discussion

- Officials framed the ordinance as:
 - A public health intervention
 - A “value statement” discouraging sale
 - A way to pressure broader county or state action
- Some noted similar past success with hands-free driving laws, where local ordinances helped lead to statewide policy.
- Other Idaho jurisdictions (e.g., Kellogg) have reportedly banned kratom sales.

Business and Enforcement Impact

- Most mainstream retailers (e.g., gas stations/convenience stores) are expected to comply.
- Some vape shops or fringe retailers may continue selling or push boundaries.
- Businesses would likely be given notice and time to remove products.

Timing and Implementation - Proposed effective date discussed:

- Initial suggestion: immediate or July 1
- Final leaning: July 1 effective date
- Allow time for business notification, public awareness campaign, and coordination with county/City partners.

Broader Themes

- Strong concern about kratom being widely available and marketed as “natural” but potentially dangerous.
- Emphasis on preventing youth access, reducing overdose deaths and sending a public warning message



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

- Recognition that State or federal regulation is uncertain or slow, and local action may be the fastest intervention

Legal, Police, City Clerk, CDS, Fire - Review: Updates to Draft Alcohol Ordinance

Overview: City leadership presented a comprehensive 34-page overhaul of alcohol regulations, describing it as a major modernization and consolidation of existing law. The effort aims to unify and clarify alcohol-related rules while addressing public safety concerns and long-standing inconsistencies in enforcement.

1. Purpose and Structure of the Rewrite

Officials explained that current alcohol regulations are fragmented across three separate ordinances (beer, wine, and liquor), which has created confusion, inconsistency, and enforcement challenges.

Key problems identified:

- Conflicting rules across license types
- Inconsistent updates between ordinances
- Administrative inefficiency for staff and applicants
- Enforcement errors (e.g., incorrect citations depending on beverage type)
- Legal vulnerabilities exploited in court due to technical inconsistencies

Core solution:

- Merge all alcohol licensing rules into a single unified ordinance
- Standardize definitions, licensing procedures, enforcement language, and application processes
- Eliminate duplicated or conflicting provisions

Exception:

- Alcohol permitting for City-owned property and public event spaces (parks, streets, City venues) remains separate due to its unique operational and legal framework

2. Building Code, Safety, and Event Space Concerns

A major portion of the discussion focused on how alcohol service intersects with fire code and building safety standards, particularly in commercial event spaces.

Staff perspective:

- Fire and building codes are based on national safety standards and account for increased risk when alcohol is present
- Alcohol consumption slows occupant response time in emergencies, requiring stricter safety measures (exits, alarms, sprinklers, occupancy limits)
- Some venues are operating like permanent event centers using repeated temporary alcohol permits instead of upgrading to required occupancy classifications (such as A2 assembly use)

Policy concern:

- Temporary alcohol catering permits were intended for occasional events, not continuous nightlife-style operations
- Repeated use of these permits can create “de facto bars” without appropriate safety upgrades

Proposed response:

- Gradually reduce reliance on temporary permits
- Encourage formal “change of use” upgrades for venues operating at higher intensity

Council concerns:

- High cost of compliance (e.g., sprinkler systems and renovations)
- Whether current fire/building thresholds are too rigid or outdated
- Economic impact on event venues and businesses

Core tension:

- Public safety requirements vs. cost and feasibility for businesses
- Intended use of permits vs. evolving commercial practices
- Legal authority of the City under state alcohol regulations

3. Alcohol Policy Goals and Server Training Context

Through all discussions, staff emphasized that the ordinance is designed to address alcohol-related harm, including DUIs, assaults and fights, public disturbances and vandalism and disorderly conduct. The policy’s intent is to reduce overservice of alcohol, improve compliance with state law and standardize expectations for businesses across the City

4. Enforcement, Suspension, and Appeals Reforms

The ordinance significantly strengthens and clarifies enforcement provisions.

Key changes:

- Clear definitions of suspension and revocation triggers
- A structured escalation system within a 5-year window:
 - 1st violation: 7-day suspension
 - 2nd: 10-day suspension
 - 3rd: 14-day suspension + \$1,000 fine
 - 4th: license revocation

Appeals process:

- Decisions by the City clerk (approve/deny/suspend/revoke) may be appealed to City Council
- Review standard: whether substantial evidence supports findings and whether the decision was legally correct
- Special event permits may be immediately terminated by fire, police, or parks officials during active safety concerns, with limited appeal options

5. Server Training Requirement Debate

A central policy disagreement emerged over mandatory alcohol server training compliance tracking.

Arguments for removal:

- Administrative burden and staffing concerns
- Questionable evidence linking training directly to reduced crime
- Perception that many businesses already comply voluntarily or through insurance/TIPS programs



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Arguments for retention (Chief Johnson and staff):

- Documented cases of overserving leading to DUI crashes, assaults, and public disorder
- Training is a preventative tool used successfully in other cities (including Boise)
- Removal could reverse safety improvements seen in downtown areas
- Overserving remains a significant contributing factor to alcohol-related incidents

Key clarification:

- The City is not tracking individual servers
- Businesses only provide a compliance attestation, reducing administrative workload compared to earlier versions of the proposal

6. Private Events, Permitting, and Regulatory Balance

The discussion also addressed how private events fit into the regulatory system.

Issues raised:

- Risk that loosely defined “private events” could operate as unregulated commercial drinking venues
- Landlords renting spaces for alcohol events effectively creating revenue-generating nightlife venues without full regulatory compliance

Proposed middle ground:

- Use of catering permits as a structured option for temporary alcohol service
- Recommendation to consult specialized alcohol attorneys due to complexity across state, county, and City regulatory systems

7. Public Process Timeline

- June 2–June 21: Public outreach and stakeholder engagement
- June 22: Second council work session to review feedback
- July 9 (tentative): Final ordinance adoption

Council emphasized that:

- Public input will be collected and summarized
- Major changes are expected at structured review points rather than continuously between meetings

8. Closing Direction

The council generally agreed to proceed with the current draft, continue public outreach, and revisit feedback at the June 22 work session. The Mayor thanked participants for their work as the discussion concluded and the meeting transitioned to other agenda items.

Mayor’s Office - Update: ERP Status & Timeline

City leadership explained that after about 18 months of planning and implementation, the organization is now approaching “go-live” for a new integrated HR and finance system, replacing a 26-year-old legacy system and consolidating multiple separate platforms into one system.



City Council Work Session Meeting Minutes

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Timeline

- June 14: HR portion of Workday goes live
- July 1: Finance portion goes live
- Immediate period: “Cutover planning” begins, including temporary blackout periods for hiring, promotions, and some purchasing activities (with emergency workarounds available)

What will change for employees

- One unified system for HR, payroll, timekeeping, and finance tasks
- Employees will be able to:
 - Update personal information and benefits online (no paper forms)
 - Submit time-off requests digitally
 - Access org charts, job info, and employee directories
- Managers will:
 - Approve requests via computer or mobile devices (cloud-based access, no VPN required)
 - Have streamlined visibility into workflows and employee data
- The system uses role-based security and multi-factor authentication to protect sensitive data

Training and support

- Training begins immediately:
 - Basic employee and manager training next week (online for employees, in-person/interactive for managers)
 - Additional finance and purchasing training throughout mid-to-late June
- Ongoing support will include:
 - Online resource center with videos and guides
 - In-person help options during transition
 - Department-based Q&A sessions
- A “Change Champions” group from across departments is helping support adoption and communication

Operational impacts

- All employees will need City email addresses, including seasonal workers, to access the system
- Temporary restrictions (blackout periods) will help ensure clean data migration and system setup

Overall status - Leadership described the project as:

- On track and entering final implementation phase
- Intensively tested over the last months
- Supported by strong internal collaboration and consultant feedback
- Expected to have some early “bumps,” but overall considered a well-executed rollout plan

City Council, Mayor – Discussion: Citywide updates, concerns, questions, reports:

Mayor Burtenshaw

- Consent agenda clarification
 - Proposed a clearer standard: items may be placed on consent if they are *routine or replacement purchases*, regardless of dollar amount.
 - Even large purchases (e.g., utility poles) could remain on consent if routine.
 - Council members can still ask questions by bringing department directors forward without removing items from consent.
 - Items should only be removed from consent if a member intends to vote “no” or table them.
 - Emphasized improving consistency and training for directors and council.
- Water system and parks coordination
 - Supported viewing surface water conversion as a Citywide water initiative, not just a Parks Department issue.
 - Suggested the Water Department should help address irrigation challenges and funding for equipment like sprinkler heads.
 - Emphasized this is a Citywide water management issue, not just Parks.
 - Encouraged a more holistic, cross-department approach.
- Jefferson Street / sidewalk notice issue
 - Confirmed staff are still contacting residents who received letters.
 - Acknowledged need to refine communication and enforcement processes to avoid confusion or overly aggressive notices.
- Housing and zoning policy update
 - Referenced a statewide housing coalition report reviewing zoning codes.
 - Noted new state laws affecting ADUs (accessory dwelling units), density, setbacks, and parking rules.
 - Mentioned the City has about one year to update its zoning code to comply.
 - Highlighted ongoing internal review of parking minimums and land use standards.
- Community engagement
 - Announced intention to begin informal Saturday morning community walks along the Greenbelt.

Council Member Dingman

- Nothing to add at this time

Council Member Larsen

- Asked for clarification on:
 - How consent agenda items are defined and labeled.
 - Whether memos clearly indicate “replacement” or “already budgeted” items.
- Supported clearer documentation standards in consent agenda packets.
- Asked for clarification on Jefferson project and how the letters were being handled.

Council Member Francis

- Briefly confirmed attendance at the AIC (Association of Idaho Cities) meeting.

Council Member Radford

- Shared a positive experience at Funland’s new food offerings and noted employee discount availability.
- Shared that a statewide housing/zoning analysis report was received and will be distributed.
- Noted ongoing discussion around ADU regulations and density rules.



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

- Discussion of balancing code enforcement with communication.
- Raised concerns and ideas about parking minimum reform as part of housing policy.
- Leading a *Saturday Community Walk*, beginning on June 6th at 8 a.m.
- Asked if there was a Farmer’s Market update.

Council Member Freeman

- Provided several updates:
 - Parks and irrigation issues related to surface water conversion:
 - Equipment damage (sprinkler heads clogging due to canal water).
 - Watering schedule constraints requiring daytime irrigation.
 - Need for improved filtration and infrastructure investment.
 - Discussed outreach and communication around water conservation efforts.
 - Mentioned ongoing updates about parks projects (including exhibits and facility openings).

Additional Council Discussion (collective / interjections)

- Parking reform workgroup being formed (focused on minimum parking requirements and landscaping standards).
- Jefferson Street process moving toward structured homeowner outreach.

There being no further business, the meeting adjourned at 5:50 PM

/s/ Linda Lundquist
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor

THE THREE-TIER APPROACH TO ALCOHOL HARM REDUCTION

Training | Education | Enforcement

Outcomes Across Surrounding States: DUI, Assaults, Batteries, Injury Crashes, Fatality Crashes, and Underage Drinking

Prepared for Idaho Falls City Hall | Idaho Falls Police Department | March 2026

SECTION 1: THE THREE-TIER FRAMEWORK — WHY ALL THREE TIERS MUST WORK TOGETHER

Research across every jurisdiction that has successfully reduced alcohol-related harm shows a consistent finding: training alone is not enough, enforcement alone is not enough, and education alone is not enough. The programs that produce lasting, measurable reductions in DUIs, assaults, batteries, injury crashes, and underage drinking are those that combine all three tiers simultaneously and sustain them over time.

TIER 1 — TRAINING: Mandatory Server/Seller Certification

Training targets the point of service — the moment alcohol is physically handed to a patron. Trained servers know how to recognize signs of intoxication before a patron reaches dangerous levels, know how to refuse service in a way that does not escalate, know how to check IDs accurately to prevent underage sales, and understand their legal liability under state dram shop laws. Training changes behavior at the source, before anyone leaves the establishment impaired.

- Addresses: over-service, underage sales, intoxicated patron management
- Result: fewer intoxicated people leaving establishments
- Downstream effect: fewer DUIs, fewer bar-district assaults, fewer impaired crash victims, fewer unconscious persons in public

TIER 2 — EDUCATION: Engagement Between Law Enforcement and Business Owners

Education is law enforcement proactively visiting licensed establishments, building relationships with owners and managers, explaining compliance expectations, sharing data on which businesses are generating the most calls for service, and giving establishments the opportunity to correct problems before formal enforcement action. This is not a soft approach — it is a documented strategy that produces voluntary compliance and dramatically reduces resistance from bar owners.

- Addresses: owner buy-in, staff awareness, early identification of problem establishments
- Result: establishments self-policing, voluntary training uptake, reduced adversarial relationships between police and bars
- Downstream effect: reduced calls for service at specific problem locations, improved community relationships, better intelligence on compliance issues

TIER 3 — ENFORCEMENT: DUI Units and Bar District Presence with Authority

Enforcement creates deterrence. When bar owners and patrons know that police are not only present but actively enforcing compliance, behavior changes. High-visibility enforcement — including DUI saturation patrols, compliance checks, and dedicated bar district units empowered to act — produces measurable reductions in impaired driving and alcohol-related violence. The key distinction from what Idaho Falls is doing now is that enforcement must be purposeful and empowered, not simply reactive babysitting.

- Addresses: deterrence, accountability for problem establishments, DUI interdiction, underage enforcement

- Result: increased perceived risk of getting caught, reduced DUI incidents, documented reduction in bar-district violence
- Downstream effect: sustained behavior change, not just suppression during active patrol periods

What Happens Without All Three Tiers

Training without enforcement produces knowledge without accountability — servers may know what to do but face no consequence for not doing it. Enforcement without training produces a revolving door — officers remove intoxicated people from the street while the establishments continue producing them. Education without enforcement produces good intentions with no follow-through. Every state in this report that achieved lasting reductions deployed all three tiers together.

SECTION 2: SURROUNDING STATE PROFILES — PROGRAM STATUS AND OUTCOMES

The following profiles cover Oregon, Washington, California, Utah, Montana, and Wyoming — the states most relevant to Idaho Falls' policy consideration. Each profile documents the training requirement status, education and engagement programs in place, enforcement approach, and measured outcomes across the categories most relevant to Idaho Falls: DUIs, assaults, batteries, injury crashes, fatality crashes, and underage drinking.

OREGON — The Benchmark State

Training Status

Oregon was the first state in the United States to mandate alcohol server training, doing so in December 1986 through the Oregon Liquor and Cannabis Commission (OLCC). Every person who serves, mixes, or sells alcohol at a licensed on-premises establishment must hold a valid OLCC Alcohol Service Permit. The permit requires completion of an approved alcohol server education course and passage of a state exam. Recertification is required every five years. As of March 2025, House Bill 4138 expanded the requirement, further tightening who must hold a permit and eliminating grace periods for certain roles.

Education and Enforcement

Oregon's OLCC Enforcement and Education Division conducts ongoing compliance checks, works directly with licensees to address problems, and refers chronic problem establishments for license action. Oregon's law enforcement agencies receive training in SFST (Standardized Field Sobriety Testing) and ARIDE (Advanced Roadside Impaired Driving Enforcement). The OLCC's data-sharing program provides licensees with information about DUI arrests traced back to their establishment as the last-drink location — directly pressuring businesses to manage service practices.

Measured Outcomes

Nighttime alcohol-involved crashes (single-vehicle, high alcohol correlation):

- Year 1 post-mandate (1987): 11% reduction
- Year 2: 18% reduction
- Year 3 (1989): 23% reduction
- By 1989, over 50% of all Oregon servers and managers were trained — reductions grew as the trained percentage increased
- 68% of trained servers self-reported positive changes in their own behavior and serving practices
- Results were statistically significant and independent of other policy changes in the same period

DUI injury crash reduction potential (PIRE Oregon estimate):

- A full mandatory face-to-face server training program with management support: potential 17% reduction in nighttime DUI injury crashes
- Estimated cost: approximately \$80 per licensed driver
- Estimated crash-cost savings: approximately \$300 per licensed driver

Underage drinking:

- The Oregon mandatory server training program was explicitly founded on the goal of reducing intoxicated drivers and underage drinking — the legislature cited both as the primary rationale
- Rutgers University research cited by California's ABC found that states implementing mandatory RBS laws saw drops in deaths involving underage drinking drivers

Source: Holder & Wagenaar (1994), Accident Analysis & Prevention; Oregon OLCC; PIRE Oregon Resources; CA ABC Regulatory Impact Assessment

WASHINGTON — The MAST Model

Training Status

Washington State enacted the Mandatory Alcohol Server Training (MAST) program in 1995, making it one of the earliest comprehensive mandatory programs in the western United States. All servers, bartenders, managers, and supervisors at licensed on-premises establishments must hold a MAST permit — either a Class 12 (mixologist/manager, age 21+) or Class 13 (server, age 18+). Training must be completed within 60 days of hire. The permit is valid for five years. Over 100,000 Washingtonians currently hold active MAST permits.

Education and Enforcement

Washington State Liquor and Cannabis Board (WSLCB) receives monthly DUI data from the Washington State Patrol's Breath Test Program. When a licensed establishment is identified as the last-drink location for multiple DUI arrests, the WSLCB Enforcement and Education Division contacts the establishment directly. This creates a direct accountability loop between DUI enforcement data and the business responsible for the over-service. The WSLCB emphasizes education before punishment for first violations but enforces compliance firmly for repeat problems.

Measured Outcomes

DUI / impaired crashes:

- Washington saw a documented 10% drop in alcohol-related crashes following MAST program updates
- Between January 1 and December 9, 2024, WSLCB received over 14,600 DUI reports from Washington State Patrol — the average BAC was 0.15%, nearly double the legal limit, confirming that over-service is occurring and that enforcement must remain active
- Approximately 27% of 2024 DUI cases involved a collision — these are the injury and fatality crash numbers that server training directly targets

Assaults and violence:

- Washington's RBS refusal rate for obviously intoxicated patrons was documented at 27.1% in a recent study — higher than states without mandatory training but still below what full enforcement achieves (Oregon reached 68% self-reported behavior change after mandates took effect)
- The gap between 27% and 68% represents the enforcement tier — training alone gets results, training plus enforcement pushes those results significantly further

Underage drinking:

- The Washington Legislature's stated founding rationale for MAST was that educating alcohol servers promotes public health and is in the best interest of citizens — specifically naming underage drinking prevention as a primary goal
- MAST training includes mandatory ID-checking procedures and specific instruction on recognizing fake IDs and refusing service to minors

Source: Washington State Liquor and Cannabis Board; MAST Program documentation; WSLCB 2024 DUI Report; Craft Serving WA FAQ; PIRE Washington Resources

CALIFORNIA — The Largest State Mandate and the Full-Court Press Model

Training Status

California enacted AB 1221 in 2017, creating the Responsible Beverage Service Training Program Act. Mandatory RBS training for all on-premises alcohol servers and managers took effect July 1, 2022. Approximately 1,000,000 servers at 56,000 licensed establishments are covered. Training must be completed within 60 days of hire. Certification is valid for three years. California's program is administered through the Department of Alcoholic Beverage Control and includes a state-administered online exam.

Education and Enforcement — The Alcohol Policing Partnership

California's ABC has operated the Alcohol Policing Partnership (APP) Program since 1995, providing grant funding to local law enforcement agencies to develop targeted, comprehensive enforcement strategies at problem alcohol outlets. The APP model is directly relevant to what Idaho Falls is trying to build. Key elements:

- Combined training of law enforcement and ABC agents assigned to the same grant agencies
- Undercover compliance investigations at problem outlets
- Community engagement and notification programs
- Dedicated records management systems tracking alcohol-related calls, arrests, and crimes at specific outlets
- Full-court press strategy: education, training, undercover enforcement, community involvement, and media outreach operating simultaneously

Measured Outcomes

Calls for service:

- The California ABC APP Program documented measurable reductions in calls for police service at targeted problem outlets

- Community conditions improved in neighborhoods impacted by problem bars — reduced loitering, litter, public intoxication, drug activity
- The program's documented success led to its continuation and expansion over nearly 30 years

DUI / impaired crashes:

- Over 9,000 people were killed in alcohol-related crashes in California between 2009 and 2018 — AB 1221 was specifically passed to reduce this toll
- San Diego County research (2000-2013, 20 cities): RBS laws contributed to a statistically significant reduction in DUI citation rates, including among drivers aged 16-20
- The yearly cost of excessive alcohol consumption to California's economy was \$35 billion in 2010, per California's own regulatory impact assessment — this was the economic driver behind mandatory training

Patron intoxication / over-service (California RBS Study, 2025):

- Before mandatory training: the baseline refusal rate for obviously intoxicated patrons in California was 21%
- After RBS mandate implementation: refusal rates increased, with the prevalence of legal intoxication reduced by half — from 33% to 15% among male patrons in a study of Bay Area establishments
- This directly translates to fewer intoxicated people leaving establishments to drive or engage in violence

Assaults and violence:

- National research synthesized in the California regulatory impact assessment: alcohol is involved in 50% of all assaults and 76% of violent incidents between intimate partners
- RBS training programs have the potential to reduce violence and assaults in addition to impaired driving — the mechanism is identical: fewer intoxicated patrons leaving establishments

Underage drinking:

- The Rutgers University study cited by California's ABC found that states implementing RBS laws saw drops in deaths involving underage drinking drivers
- California's program explicitly targets both over-service to intoxicated adults and service to minors under the same certification requirement

Source: California ABC RBS Program; CA AB 1221 SRIA; Alcohol Policing Partnership; San Diego County OJP Study; Saltz et al. (2025) JSAD; PIRE

UTAH — Mandatory Training in the Most Restrictive Alcohol Environment

Training Status

Utah has mandatory alcohol server training for all on-premises servers. Every individual employed to sell or furnish alcohol for on-premises consumption must complete an approved Alcohol Server Training and Education Seminar within 30 days of hire — a stricter deadline than Boise's 60-day window. Recertification is required every three years. The Utah Department of Alcoholic Beverage

Services (DABS) maintains a web-based registry verifiable by law enforcement. Utah also has a separate mandatory EASY training requirement for beer-only off-premises sales staff.

Education and Enforcement

Utah combines mandatory training with some of the most restrictive alcohol regulations in the nation. The state's 0.05% BAC DUI limit — the lowest in the country — means Utah has significantly reduced the margin before impaired driving becomes illegal. Utah bans happy hour pricing promotions, requires measured pours in bars by law, and maintains state-operated liquor stores. This combination of training, education, and tight regulatory control represents the most comprehensive tier-one and tier-two approach of any state in the region.

Measured Outcomes

DUI and impaired driving:

- Utah's mandatory server training, combined with its 0.05% BAC standard and strict alcohol regulations, has contributed to Utah consistently having among the lowest per-capita alcohol consumption rates in the nation
- PIRE estimates for Utah: a full mandatory server training program has the potential to reduce nighttime DUI injury crashes by 17% at approximately \$60 per licensed driver, saving approximately \$200 per licensed driver in crash costs

Underage drinking:

- Utah has a not-a-drop zero-tolerance law for underage drivers — any detectable alcohol constitutes a DUI for drivers under 21
- Server training requires specific instruction on recognizing and refusing service to minors, and servers must complete training before serving — not within 30 days after

Source: Utah DABS; Utah Division of Substance Abuse; TIPS Utah; 360Training; PIRE Utah Resources; RBS Certification by State Guide

MONTANA — The Cautionary Example of What Happens Without Training

Training Status

Montana does NOT mandate alcohol server training. Training is voluntary. Individual employers may require it, but there is no statewide legal requirement, and most establishments do not mandate certification. Montana relies on post-conviction treatment — the ACT (Assessment, Course, Treatment) program for DUI offenders — rather than prevention at the point of service.

Enforcement Approach

Montana's Highway Patrol works with tribal law enforcement on targeted DUI enforcement efforts. However, sobriety checkpoints are not allowed under Montana law, limiting enforcement options. Montana has a special team devoted to reducing impaired driving crashes, and overall traffic fatalities are trending downward due to education and enforcement — but without mandatory server training as tier one, Montana continues to generate impaired drivers from licensed establishments at a high rate.

Measured Outcomes — The Cost of Not Having All Three Tiers

DUI and impaired driving fatalities:

- 2017: 61% of ALL Montana traffic fatalities involved an impaired driver — one of the highest rates in the nation
- 2020: 66% of Montana traffic fatalities involved an impaired driver
- 2022: 34% of Montana fatalities were alcohol-impaired (down from 2020 peak, but still above national average of 32%)
- 2023: Montana exceeded the national average of alcohol-impaired driver fatalities per million vehicle miles traveled — national average 0.38, Montana's rate 0.52
- Montana has the highest percentage of rural vehicle miles traveled in the nation, and 42% of crash costs are attributable to alcohol

National context:

- Montana and Wyoming, the two states in this region without mandatory server training, consistently rank among the highest in per-capita impaired driving incidents
- CDC data shows Montana adults are significantly more likely to drive after drinking than the average American

Source: Montana Department of Transportation; Alcolock DUI Statistics; FindLaw Montana DUI; PIRE Montana Resources; CDC

WYOMING — Voluntary Training, High Impaired Driving Burden

Training Status

Wyoming does NOT mandate alcohol server training. Server training is voluntary. Individual businesses may choose to train staff, often for insurance purposes, but there is no state or municipal requirement for certification. Wyoming is among the states where alcohol-related harm remains elevated without the structural prevention that mandatory training provides.

Enforcement Approach

The Wyoming Governor's Council on Impaired Driving focuses on education, enforcement, and support strategies. The state uses DUI data and targeted enforcement campaigns. Wyoming's approach is enforcement-heavy by necessity — without tier-one training, enforcement is bearing the full weight of a problem that starts upstream at the point of service.

Measured Outcomes — Another Example of the Training Gap

Impaired driving statistics:

- Wyoming averaged 1,100 alcohol-involved crashes per year over the past decade
- More than 50 people die in Wyoming every year from alcohol-involved crashes
- The average BAC of people arrested for DUI in Wyoming is almost double the legal limit — confirming extreme over-service before drivers get on the road

- Almost 90% of those who died in alcohol-involved crashes in Wyoming were not wearing seatbelts — indicating high-risk behavior patterns that trained server intervention could interrupt earlier

Projected impact of mandatory training for Wyoming (PIRE estimate):

- 17% reduction in nighttime DUI injury crashes with a full mandatory server training program
- Cost: approximately \$60 per licensed driver; savings: approximately \$200 per licensed driver in prevented crash costs

Source: Wyoming Governor's Council on Impaired Driving (WYGCID); PIRE Wyoming Resources; Wyoming Department of Transportation

SECTION 3: WHAT THE DATA SHOWS ACROSS ALL SIX OUTCOME CATEGORIES

The following summarizes research findings across all the outcome categories most relevant to Idaho Falls, drawing on all states and the national research base.

DUI Arrests and Impaired Driving Incidents

- Oregon: 23% reduction in nighttime alcohol-involved crashes within 3 years of mandatory training
- Washington: 10% drop in alcohol-related crashes post-MAST updates
- California: Statistically significant DUI rate reductions in San Diego County following RBS laws (2000-2013, 20-city study)
- NHTSA / PIRE: High-visibility enforcement combined with server training reduces impaired-driving crashes by 10-35% depending on program intensity
- PIRE Idaho estimate: 17% reduction in nighttime DUI injury crashes with full mandatory program
- Montana (no training mandate): DUI fatality rate in 2020 was 66% of all traffic deaths — among the worst in the nation
- Wyoming (no training mandate): Average DUI arrest BAC is nearly double the legal limit, indicating extreme over-service happening at establishments

Assaults and Batteries

- Stockholm STAD Program (server training + enforcement): 29% decrease in police-reported violent crimes in the bar district
- California patron study (2022-2023): legal intoxication prevalence reduced from 33% to 15% after mandatory training — fewer intoxicated patrons means fewer assaults
- ASU Center for Problem-Oriented Policing: RBS training is effective in reducing intoxication and assaults, particularly when combined with enforcement
- National data: alcohol is involved in 50% of all assaults nationwide — server training directly targets the intoxication that drives this
- Sweden nationwide rollout: Multi-component RBS programs had significant effects on police-recorded assaults even when implemented at large scale across many communities
- Massachusetts Saving Lives program (integrated enforcement): fatal crashes involving alcohol reduced by 42%, with combined enforcement and education approach

Injury Crashes

- Oregon (Year 1): 11% reduction in nighttime alcohol-involved crashes; Year 3: 23%
- Washington: 10% reduction documented post-MAST
- NHTSA integrated enforcement: combined high publicity and enforcement reduced single-vehicle nighttime crashes by 10-35%

- High-visibility enforcement alone (NHTSA): documented 20% reduction in drunk driving fatalities when sustained and publicized
- Queensland, Australia: 29% reduction in ambulance call-outs to entertainment precincts; 52% reduction in serious assaults at late-night hours — both directly reflect reduced injury incidents

Fatality Crashes

- NHTSA high-visibility enforcement: can reduce drunk driving fatalities by up to 20% when combined with sustained publicity
- Massachusetts Saving Lives program: 42% reduction in fatal crashes involving alcohol — the most documented comprehensive program result in U.S. history
- Oregon server training: nighttime single-vehicle fatal crashes tracked separately showed consistent reductions mirroring the injury crash data
- California: 9,000+ deaths in alcohol-related crashes 2009-2018 — the scale of the problem driving mandatory training
- Montana (no mandatory training): 61-66% of all traffic fatalities involved an impaired driver in 2017-2020
- Wyoming (no mandatory training): 50+ deaths per year in alcohol-involved crashes; average DUI BAC nearly double the legal limit — indicating fatalities from extreme over-service

Underage Drinking

- Oregon: the mandatory server training mandate was specifically founded on reducing the incidence of intoxicated drivers AND underage drinking — the legislature cited both
- Washington: MAST training explicitly addresses underage ID checking, fake ID recognition, and service refusal to minors; the 2024 DUI data shows the program's role in reducing underage impaired incidents
- California RBS (2025 study): refusal rates to obviously intoxicated patrons nearly doubled after mandate — the same server training directly addresses minor service refusal with identical mechanisms
- San Diego County: RBS laws contributed to significant reductions in DUI citation rates specifically among drivers aged 16-20
- Rutgers University (cited by California ABC): states implementing mandatory RBS laws saw drops in deaths involving underage drinking drivers
- NHTSA: Montgomery County, Maryland's Whiskey Unit — specialized alcohol enforcement team splitting time 50/50 between enforcement and education — directly reduced underage drinking incidents through the combined engagement model
- Washington MAST permit data: refusal rates to obviously intoxicated patrons in Washington (mandatory training state) are 27.1% — compared to 6.8% in California before their mandate took effect. A trained server is four times more likely to refuse service than an untrained one.

SECTION 4: THE THREE-TIER MODEL IN PRACTICE — WHAT IT LOOKS LIKE ON THE GROUND

What Tier 1 (Training) Looks Like in Idaho Falls

- Ordinance passed requiring all servers, bartenders, and managers to complete approved certification within 60 days of hire
- Idaho State Police ABC partners with IFPD to host free classroom training sessions in Idaho Falls for existing staff
- IFPD tracks certification compliance as part of licensing inspections — the tracker spreadsheet already built supports this
- Establishments that fail compliance checks are referred to city licensing for action

What Tier 2 (Education) Looks Like in Idaho Falls

- IFPD officers assigned to the bar district unit meet with establishment owners and managers quarterly — not just when there is a problem
- Officers share data: which establishments are generating the most calls for service, how their numbers compare to others, and what specific behaviors are creating problems
- Officers explain what compliance looks like, what the ordinance requires, and what will happen if violations continue
- Establishments that make visible improvements are acknowledged — this builds the relationship that makes enforcement sustainable
- Monthly calls-for-service data by establishment is tracked and shared internally, creating accountability

What Tier 3 (Enforcement) Looks Like in Idaho Falls

- The bar district unit is empowered to issue citations for server training non-compliance, not just respond to incidents
- Compliance checks — undercover or plain-clothes visits confirming servers have certifications — are conducted regularly
- DUI saturation patrols are coordinated with bar closing times, publicized in advance through media, and targeted at the hours and locations generating the most incidents
- When an establishment generates repeated calls, formal license referral to city licensing is initiated — not just more warnings
- NHTSA high-visibility enforcement: patrols are publicized before they happen. The goal is deterrence, not just arrests. When people know enforcement is coming, behavior changes before the patrol begins.

The Whiskey Unit Model — A Direct Precedent for Idaho Falls

Montgomery County, Maryland established a dedicated Alcohol Enforcement Unit called the Whiskey Unit — eight specially trained officers splitting their time equally between enforcement activities and

education. Officers received DRE (Drug Recognition Expert) training. Half their time was community engagement — presentations, business outreach, education events. Half was enforcement — compliance checks, saturation patrols, underage stings. The result was a documented reduction in both underage drinking and impaired driving incidents across the county.

This is the model Idaho Falls is building. The bar district unit is not there to babysit — it is there to train, educate, and enforce. When all three tiers operate together, the 5-6 officer deployment becomes a short-term investment that produces a long-term reduction in the number of officers needed.

SECTION 5: ADDRESSING THE QUESTION — DO ALL THESE METRICS ACTUALLY DECREASE?

The short answer is yes — but the degree of decrease and the timeline depends on how comprehensively all three tiers are implemented. The following is an honest summary of what the research shows.

DUIs: Yes, measurably

Every state that has implemented mandatory server training has seen documented reductions in alcohol-related crash incidents. Oregon's 23% reduction is the gold standard. Washington's 10% reduction is real but reflects a training-only program without the full enforcement tier. California's comprehensive program with both RBS and active enforcement is showing the strongest combined results.

Assaults and Batteries: Yes, substantially

This is where the evidence is strongest. The mechanism is direct: fewer intoxicated people means fewer fights. Stockholm's 29% reduction in police-reported violence is the most rigorous long-term study available. Queensland's 49-52% reduction in serious assaults at late-night hours shows what is achievable when all three tiers are deployed together. The California RBS study showing patron intoxication cut in half is the most recent direct evidence of the training mechanism working as intended.

Injury Crashes: Yes, proportional to DUI reductions

Injury crashes track closely with DUI reductions — an 11-23% reduction in nighttime alcohol-involved crashes (Oregon) means a proportional reduction in the people injured in those crashes. NHTSA's research on high-visibility enforcement adds another 10-35% reduction on top of that when the enforcement tier is active.

Fatality Crashes: Yes, with a lag

Fatal crash reductions typically follow injury crash reductions with a 1-2 year lag. The most dramatic single result in U.S. research is Massachusetts' 42% reduction in alcohol-involved fatal crashes through a comprehensive integrated enforcement program. Oregon's data shows consistent fatal crash reductions tracking with the injury crash data. NHTSA's high-visibility enforcement research documents up to 20% reduction in drunk driving fatalities from the enforcement tier alone.

Underage Drinking: Yes, with sustained enforcement

Underage drinking reduction requires all three tiers working consistently. Training ensures servers can recognize minors and fake IDs. Education ensures businesses understand their liability for underage service. Enforcement — including underage decoy operations and compliance checks — ensures the training and education are being practiced. States with all three tiers show documented reductions in

underage DUI citations and underage drinking incidents. States with only voluntary training show no consistent improvement.

The Honest Caveat

None of these reductions happen overnight. Oregon's 23% reduction took three years to achieve as the percentage of trained servers increased. Washington's 10% reduction came after sustained MAST program operation. The research is consistent that the effects grow over time as trained staff become the norm rather than the exception. Idaho Falls should expect measurable improvements within the first year and substantial reductions within three years, consistent with every comparable program documented here.

SECTION 6: KEY NUMBERS FOR CITY HALL

The following statistics are sourced and ready to present. Each one connects directly to what Idaho Falls is experiencing.

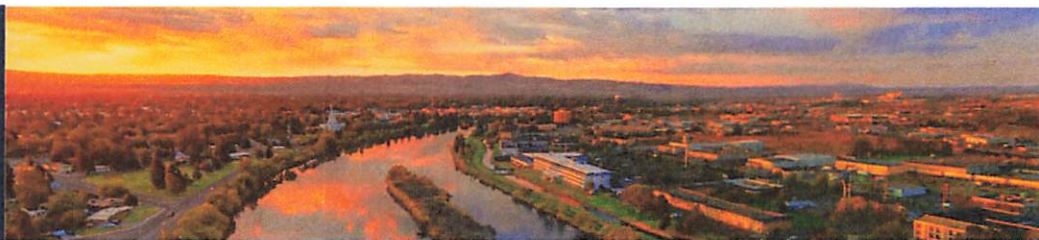
- 23% — Reduction in nighttime alcohol-involved crashes in Oregon within 3 years of mandatory server training (Holder & Wagenaar, 1994, Accident Analysis & Prevention)
- 10% — Drop in alcohol-related crashes in Washington following MAST program updates (WSLCB)
- 29% — Decrease in police-reported violent crimes in Stockholm's bar district after server training and enforcement (Wallin et al., 2003)
- 49-52% — Reduction in serious assaults in Queensland, Australia entertainment precincts at late-night hours after comprehensive alcohol harm policy (QUANTEM 2019-2022)
- 42% — Reduction in fatal crashes involving alcohol in Massachusetts through comprehensive integrated enforcement (Hingson et al., 1996)
- 50% — Reduction in patron intoxication prevalence in California Bay Area following mandatory RBS training — from 33% to 15% (Saltz et al., 2025, Journal of Studies on Alcohol)
- 27.1% vs 6.8% — Server refusal rate for obviously intoxicated patrons: Washington (mandatory training) vs. California before its mandate. Mandatory training makes servers 4x more likely to refuse service.
- 17% — Projected reduction in nighttime DUI injury crashes from a full mandatory server training program in Idaho (PIRE Idaho estimate)
- \$200 saved per licensed driver in crash costs for every \$60 spent on mandatory training (PIRE Idaho)
- 40-60% — Percentage of intoxicated drivers who had their last drink at a licensed establishment (NHTSA/PIRE national research)
- 50% — Share of DWI offenders whose last drink was at a bar or restaurant (national research)
- 66% — Percentage of Montana traffic fatalities in 2020 involving an impaired driver — a state with NO mandatory server training
- 25% — City crime reduction within 2 years after a U.S. city implemented holistic bar accountability including server training (FBI Law Enforcement Bulletin, 2017)

SOURCES

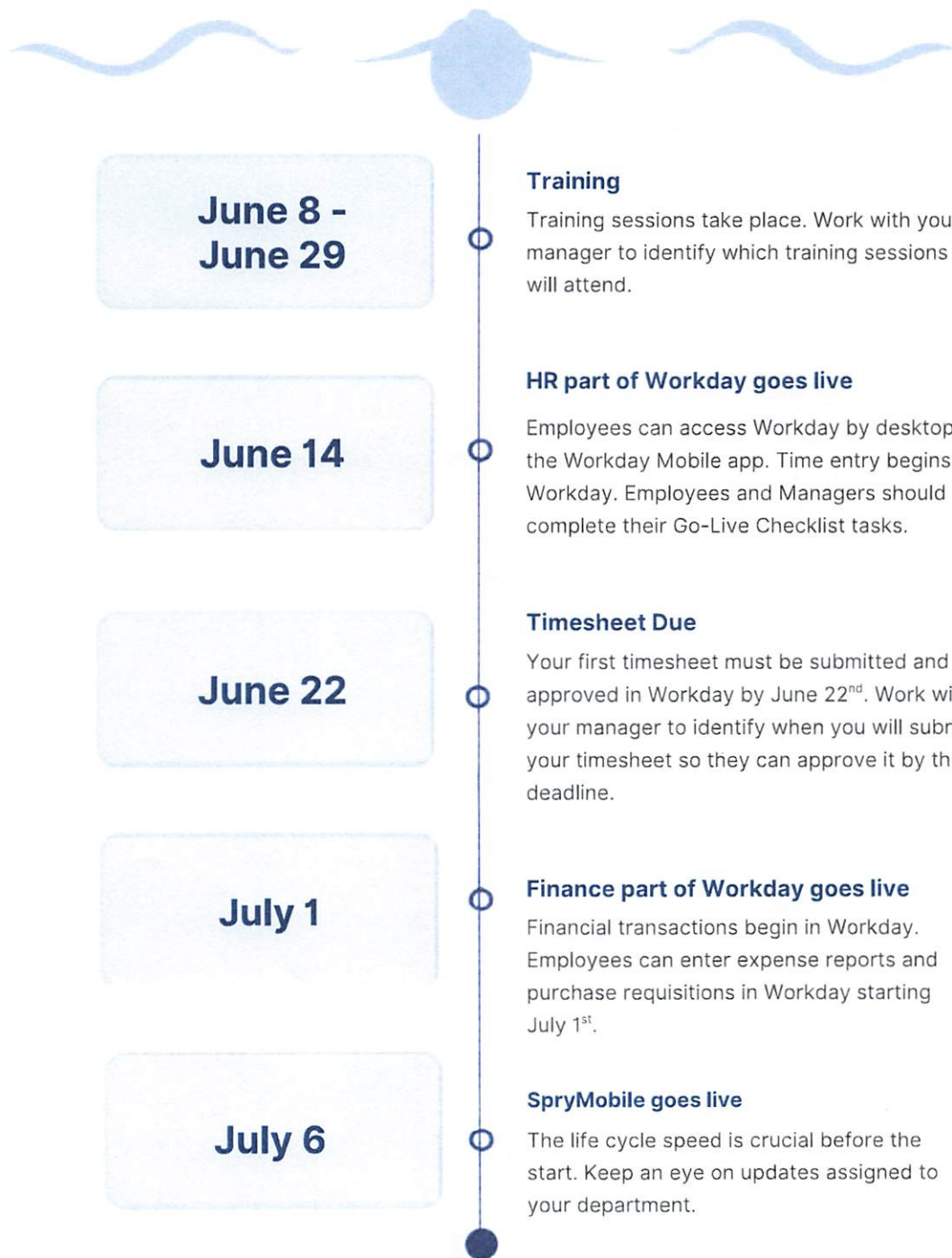
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Document prepared March 2026. Internal IFPD statistics and local data to be added by Lt. prior to presentation. All external citations are sourced from peer-reviewed research, government reports, and law enforcement publications.

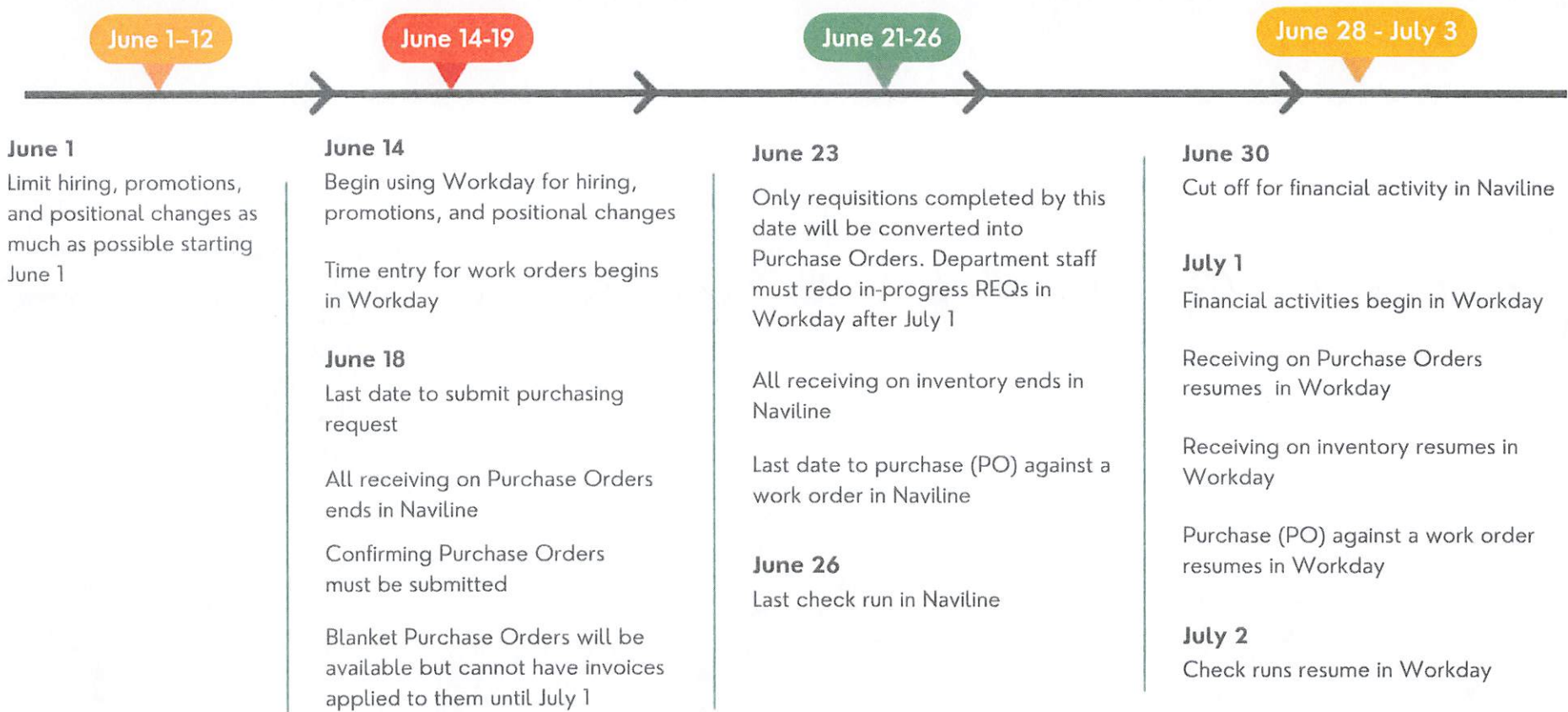


ERP Project Key Dates



Reach out to your Change Champion with any questions.

Cutover Timeline & Key Dates



Purchasing Blackout Period June 12 - July 2

For purchases during the blackout period, staff can use P-cards for purchases up to \$5,000. For emergency needs over \$5,000, contact the procurement office.



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, June 4, 2026

6:30 PM

City Council Chambers

1. Mayor Burtenshaw Called the meeting to Order at 6:31 PM

Present:

Mayor Lisa Burtenshaw
Councilor Michelle Ziel-Dingman
Councilor Kirk Larsen

Council President Jim Francis
Councilor Jim Freeman
Councilor John Radford

Absent:

Councilor Brandon Lee

Also present:

Johan Olson, Fire Chief
Chris Canfield, PW Director
Kerry Beutler, Assistant Planning Director
Travis Payne, Connect Engineering
Linda Lundquist, City Clerk

Bryce Johnson, Police Chief
PJ Holm, Parks and Rec Director
Lisa Ferris, Grants Administrator
Zack Jones, City Attorney
Alan Cunningham, IF Power

2. Pledge of Allegiance

Alan Cunningham led those present in the Pledge of Allegiance.

Quick Announcement - Mayor Burtenshaw – INL Reactor Milestone

Before opening public comment, Mayor Lisa Burtenshaw shared a significant achievement for the community and the Idaho National Laboratory.

Key points:

- A new reactor at INL successfully reached criticality, meaning it achieved a sustained nuclear fission reaction.
- This marks the 53rd reactor developed at INL.
- It is the first new reactor technology at INL to go critical in approximately 40 years, making it a major milestone for nuclear research and development.
- The Mayor emphasized that this achievement is important not only for INL but also for the City of Idaho Falls and the region's role in advancing nuclear energy technology.

Mayor Burtenshaw described the event as a historic accomplishment and congratulated those involved in the project.

3. Public Comment

Erin Bingham — Bonneville County Resident (Outside Idaho Falls)

Position: Supports banning kratom.

- Said Bonneville County has experienced six confirmed kratom-related deaths, with additional cases under review.
- Argued that concerns raised by coroners and medical examiners should be trusted.
- Claimed Utah's regulation approach through the Kratom Consumer Protection Act increased problems rather than solving them.
- Contended that both natural-leaf kratom and concentrated products containing 7-hydroxymitragynine (7-OH) can be dangerous.
- Expressed concern about inconsistent labeling, potency, and addiction risks.
- Urged the City to ban kratom to protect public safety.

Stacy (Tiara) Cici — Meridian Resident

Position: Supports banning kratom.

- Shared that her 23-year-old daughter, Kylie, died in March 2025 from what toxicology reports determined was a mitragynine overdose.
- Stated her daughter used powdered leaf kratom, not extracts or synthetic products.
- Challenged claims that natural-leaf kratom is inherently safe.
- Said families often assume products sold openly in stores are safe.
- Referenced multiple kratom-related deaths in Bonneville County.
- Asked the Council to ban kratom to prevent other families from experiencing similar losses.

Christopher Doudes (Happy Hippo, online kratom company) - Meridian Resident

Position: Opposes banning natural-leaf kratom.

- Identified himself as the founder of an online kratom business.
- Said kratom significantly improves his quality of life and helps him manage a recurring back injury.
- Argued many people use natural-leaf kratom to manage chronic pain and remain productive.
- Distinguished natural-leaf kratom from highly concentrated products sold in some smoke shops.
- Requested additional study and expert testimony before a ban is adopted.
- Supported removing dangerous products but opposed banning traditional kratom.

Matty Herrera (Son's Grandmother Recently Died) – Bonneville County Resident

Position: Undecided; urges further investigation.

- Said the woman believed to be a recent kratom-related fatality was his son's grandmother.
- Described the circumstances surrounding her collapse and death.
- Acknowledged hearing both positive and negative reports about kratom.
- Said he personally tried kratom but did not continue using it.
- Believes the issue requires additional investigation rather than immediate conclusions.
- Suggested there may be dangerous products or sellers contributing to the problem.

Finn Garrin - Idaho Falls Resident

Position: Opposes the City's Flock camera system.

- Thanked Council members, the Mayor, and police chief for meeting with him.
- Criticized Flock Safety and statements made by the company's CEO.
- Raised concerns about privacy, surveillance, data sharing, and nationwide database access.
- Claimed Idaho Falls lacks data-sharing agreements with many agencies accessing the information.
- Referenced misuse incidents involving license-plate-reader systems elsewhere.
- Raised cybersecurity concerns, including authentication and software vulnerabilities.
- Asked the City to reconsider its relationship with Flock and the deployment of the cameras.

Dan Garrin — Non-Resident

Position: Wants greater public discussion and oversight of Flock cameras.

- Visits Idaho Falls frequently for family, shopping, and recreation.
- Said most residents likely do not know the cameras exist.
- Expressed concerns about data security and potential misuse.
- Criticized the lack of public discussion before installation.
- Argued the cameras collect much more than license plate numbers.
- Requested a public conversation about surveillance, privacy, and oversight.
- Suggested stronger policies, audits, and accountability if the system remains in use.

Morgan Walton - Meridian Resident

Position: Opposes banning natural-leaf kratom.

- Said kratom has personally improved his focus, energy, and recovery.
- Described it as a natural plant that has helped many users.
- Believes highly concentrated 7-OH products are the real concern.
- Favored regulation of problematic products rather than prohibition.
- Asked the Council to reject a ban on natural-leaf kratom.

Danay Jones — Pocatello Resident

Position: Supports banning kratom.

- Shared that his niece died in Idaho Falls after using kratom.
- Spoke about the emotional impact of losing a family member.
- Argued that products marketed as natural create a false sense of safety.
- Referenced kratom-related deaths in Bonneville County and warnings from public health agencies.
- Questioned claims that kratom is beneficial and safe.
- Expressed concern about young people purchasing kratom from retail stores.
- Urged the Council to approve a ban.

Patrick Soulliere — Meridian Resident

Position: Opposes banning kratom.

- Identified himself as working in government affairs for Happy Hippo, a kratom company.
- Recently met with members of Congress regarding kratom policy.

- Argued many people use kratom safely and report substantial benefits.
- Warned that a ban could push users toward black-market alternatives.
- Encouraged regulation and consumer protections rather than prohibition.
- Asked the council to delay action until all viewpoints are heard.
- Clarified that Utah regulates kratom but has not banned natural-leaf products.

Jeremy Walker — Idaho Falls Resident

Position: Addressed Jefferson Street construction concerns.

- Criticized what he viewed as waste and inefficiency on the Jefferson Street project.
- Raised concerns about damaged yards and property impacts.
- Questioned why some neighborhoods are not being charged for sidewalks while Jefferson residents are.
- Reported excessive speeding in the area during construction.
- Requested solutions to improve traffic safety before someone is injured.
- Asked whether residents could receive relief from sidewalk assessment costs.

Holly Niyasaki — Shelley Resident (Works in Idaho Falls; Former Idaho Falls Resident)

Position: Opposes the Flock camera system and seeks greater transparency.

- Said she has strong ties to Idaho Falls through work, family, and upbringing.
- Described the cameras as a form of "spyware."
- Asked the City to better educate the public about the technology.
- Requested transparency regarding data collection, storage, and use.
- Encouraged City leaders to allow residents to make informed decisions about the system.

Brian McKellar — Bonneville County Resident

Position: Opposes a full kratom ban.

- Said community members asked him to hear their concerns during his legislative campaign.
- Reported hearing from residents who rely on traditional kratom for pain, anxiety, and depression management.
- Supported restrictions on synthetic compounds, high-potency extracts, age limits, labeling requirements, and quality standards.
- Said many kratom users are reluctant to speak publicly because of stigma.
- Warned that a complete ban could harm responsible users and drive them toward unregulated sources.
- Praised the Council for delaying action until after the election and encouraged a balanced approach.

4. Consent Agenda

A. Municipal Services

1. **26-204** March 2026 Treasurer's Report

B. Idaho Falls Power

1. **26-202** IFP 26-17 Poles and Pupi Arms - Irby and D&S Electric.

C. Office of the City Clerk

1. **26-196** City Council Meeting Minutes (04.20.26, 04.23.26, 05.04.26, 05.07.26)

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

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

5. Regular Agenda

A. Office of the Mayor

1. **26-205** Confirm the selection of Chris Canfield as Public Works Director

Presentation/Discussion (Mayor Burtenshaw):

Mayor Burtenshaw formally recommended Chris Canfield for appointment as the City of Idaho Falls' new Public Works Director. She praised his many years of service as Assistant Public Works Director and highlighted his strong record of delivering infrastructure projects efficiently, maximizing taxpayer dollars, and focusing on community needs. The Mayor noted his involvement in projects ranging from major infrastructure improvements to smaller neighborhood connections such as sidewalks and trails near schools, describing him as highly knowledgeable and effective in public works management.

Councilor Dingman spoke in support of the appointment, citing her 11 years of working with Canfield. She emphasized Canfield's deep understanding of the City's infrastructure, operations, and long-term needs, along with his strong leadership, technical expertise, and commitment to public service. Dingman said Canfield's ability to manage resources effectively and deliver value for taxpayers makes him well-suited to oversee critical services such as streets, sanitation, and capital projects.

Before the vote, the Mayor added that the Public Works Director job description had been modified to reflect Canfield's unique expertise in managing large vertical construction projects. She noted his successful oversight of major City projects, including the police complex, fire station, and Frontier Center, and said those project-management responsibilities were specifically incorporated into the position because of his proven abilities.

Motion: Confirm the selection of Chris Canfield as the Public Works Director for the City of Idaho Falls

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

B. Fire Department

1. **26-199** Resolution giving Fire Chief Johan Olson authority to negotiate and execute a contract with Bonneville County Fire Protection District No. 1

Presentation/Discussion (Director Olson):

Fire Chief Olson presented a resolution seeking authority to negotiate and execute a new joint fire protection services agreement with the fire district on behalf of the City. He explained that the request was driven by unusual timing constraints: the negotiation deadlines and the fire district's budget schedule would not allow enough time for the agreement to be finalized and then brought back to the City Council for approval before required deadlines.

Chief Olson emphasized that his negotiating authority would be limited by specific conditions outlined in the resolution and that the agreement would largely mirror the existing contract, with updates primarily related to funding amounts and a few language changes.

Council Discussion

Councilor Radford expressed concern about granting a department director authority to both negotiate and execute a contract, noting that in his 11 years on the Council he had never seen such authority delegated. He stressed that contract approval is typically a Council responsibility and wanted assurance that the agreement would still be presented to the Council for review and transparency.

Chief Olson acknowledged that the request was unusual and said it was solely a result of the compressed timeline. He assured Council members that the finalized agreement and negotiation details would be shared with the Council and that this was not intended to become a standard practice.

Clarification on Resolution Versions

A Council member asked about two versions of the resolution that had been distributed. Staff clarified that the documents were substantively identical; one simply highlighted the new language added to the resolution, particularly provisions related to feasibility studies, evaluations, and professional consultation.

Mayor's Explanation

Mayor Burtenshaw explained that City staff and the fire district had already been negotiating for some time and had delayed the process once before. The fire district also faced budget deadlines, creating pressure to keep negotiations moving. She noted that the resolution included clear "sideboards" or limits on the scope of negotiations and was intended to keep the process on schedule.

Additional Discussion

Councilor Radford observed that negotiating a replacement agreement was a normal process because the current contract expires at the end of September. Chief Olson agreed, explaining that the only unusual aspect was the timing mismatch between negotiation deadlines and the Council's meeting schedule.

Councilors generally agreed that while this one-time delegation might be necessary to meet deadlines, they did not want it to become a precedent. The consensus was that the

authority was acceptable as a temporary exception, provided the final agreement would still be brought back to the Council and the practice would not become routine.

Motion: Approve the Resolution authorizing Fire Chief Johan Olson to negotiate and execute a fire protection joint services agreement with Bonneville County Fire Protection District No. 1.

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

C. Municipal Services

1. 26-184 Sale of Used Law Enforcement Vehicle to Boundary County Probation

Presentation/Discussion (Chief Johnson): Chief Johnson presented on behalf of Municipal Services and the Police Department, noting that Director Alexander was unavailable. He began by briefly praising leadership and the work done on the police complex, crediting good collaboration during the budget process.

The main action item was the proposed surplus sale of a law enforcement K-9 vehicle, a Ford Explorer listed as surplus and described as approximately 12 years old, to Boundary County Probation for \$3,500, which matches its listed surplus value. Municipal Services confirmed that all required surplus property procedures were followed. The Council was then given the opportunity to ask questions or comment.

Motion: Approve the sale of a used Police K-9 vehicle to Boundary County Probation, located in Bonners Ferry, Idaho for a total of \$3,500.00 and give authorization for the Mayor and City Clerk to execute the necessary documents.

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

D. Public Works

1. 26-203 State Local Design/Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the Tautphaus Park East Loop Path project.

Presentation/Discussion (Director Holm, Director Canfield): Public Works presented a State Local Agreement resolution with the Idaho Transportation Department for the Office Park East Loop Path project. The speaker began with brief remarks thanking leadership in Public Works and acknowledging past collaboration on successful projects.

The project would construct a new pedestrian loop trail in the eastern portion of Tautphaus Park, near the tennis courts and ball fields, connecting to existing pathways and improving circulation through the park. It is part of a broader trail system that includes existing Boulevard and sidewalk connections and a planned west-side loop expansion.

Council discussion highlighted that construction funding is scheduled for 2028, with design currently underway and additional federal requirements still being addressed. Staff emphasized efforts to preserve mature trees and adjust the trail alignment to minimize environmental impact.

Funding comes primarily from a Transportation Alternatives Program (TAP) grant, with approximately \$40,000 in City funds leveraged into roughly \$550,000 in construction. The TAP program supports pedestrian and alternative transportation projects to improve safety, connectivity, and non-vehicle travel.

Council members discussed the inclusion of a future pedestrian bridge over a canal as part of the west loop expansion, and noted the strong value of grant funding for building the City's trail system.

A final note addressed winter use: the asphalt path will be plowed so it can remain usable year-round, while cross-country skiing trails will be groomed alongside it, allowing both uses to coexist.

Motion: Approve the State Local Agreement and Resolution with ITD for the Tautphaus Park East Loop Path project and authorize the Mayor and City Clerk to sign the documents.

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

2. 26-154 City of Idaho Falls Lighting Upgrade Bid Rejection.

Presentation/Discussion (Director Canfield):

The first solicitation received no bidders. After contractors indicated the bidding window was too short, the City revised the timeline and rebid the project. That second round did produce bids, but they were deemed non-responsive—one was submitted late, and others failed to include required electrical work documentation under state code.

After consulting with legal staff, the department determined that in this situation the state law allows for the rejection of all bids and may proceed to an open-market approach. The plan is to re-engage the original bidders and other qualified contractors to identify a compliant path forward.

Council members expressed concern about the increasing number of bid rejections and emphasized the importance of maintaining proper procurement standards and

minimizing reliance on open negotiations. Staff clarified that in this case, the City was legally unable to accept any of the submitted bids and that the project has also received coordination and support with state transportation officials.

The item was ultimately discussed as an unusual but necessary procurement reset, with staff noting an intent to improve communication and avoid similar issues in future solicitations.

Motion: To reject all bids for the City of Idaho Falls Lighting Upgrade project on the basis that all bids were non-responsive, find and declare by Resolution that the project can be performed more economically by purchasing goods and services on the open market, and authorize Public Works to acquire the work from a qualified public works contractor(s) on the open market, as permitted by Idaho Code § 67-2805.

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

E. City Attorney

1. **26-061** Ordinance Adding Title 5, Chapter 4, Section 13, to the City Code, Sale of Kratom Prohibited Within City Limits.

Presentation/Discussion (Attorney Jones): The City Council considered an ordinance, introduced by the City Attorney, to add a new section to City Code prohibiting the sale of kratom within Idaho Falls City limits. The proposal would ban retail sales of natural, synthetic, and kratom-infused products, but would not prohibit possession.

Staff presentation and scope

- The ordinance targets sales only within City boundaries, not personal possession.
- It covers all forms of kratom products, including blends and synthetic variants.
- The ordinance left the effective date open for Council determination, with discussion of a possible delayed start (suggested around July 1, 2026) to give businesses time to adjust.

Council discussion (policy considerations)

1. Public health and safety concerns - Several members emphasized testimony from the county coroner, sheriff, and police leadership, citing:

- Reported deaths and injuries associated with kratom
- Poison control data and uncertainty about product contents
- Lack of regulation, labeling standards, and youth access controls in retail settings

2. Limits of local regulation - Multiple members noted the City's limited ability to regulate product safety, arguing that:

- The City cannot effectively oversee product potency, contamination, or labeling
- Regulation would require resources and systems better suited to state or federal agencies
- A sales ban was described as one of the few enforceable local tools available

3. Regulation vs. prohibition - Some Councilors expressed interest in regulating rather than banning, but others responded that:

- The City lacks infrastructure for effective regulation
- A ban was seen as a clearer, more enforceable approach under current constraints

4. Sunset / review idea - Councilor Radford raised the idea of building in a review mechanism or sunset clause so the ordinance would be revisited with outcome data. The City attorney explained options:

- A true sunset clause would automatically expire the ban unless reauthorized
- A nonbinding "revisit" clause could be included but would have no enforcement power
- Alternatively, Council could instruct staff to track and return with data later

Councilors discussed the practicality of tracking outcomes under existing administrative systems.

5. Broader policy arguments - Councilors supporting the ban argued:

- The City should act proactively given available health data
 - Retail availability near schools was a concern
 - Even if controversial, local action could encourage state-level attention
- Opposing or cautious viewpoints emphasized:
- Interest in more nuanced regulation if resources allowed
 - Concern about long-term policy effectiveness and data feedback

Each Councilor explained their final thoughts/perspective before the vote.

Closing remarks - After passage, City leadership noted plans to:

- Coordinate an awareness campaign about the new law
- Work with police and the Mayor's office to inform schools and the public about the change and associated health concerns

Motion: Adopt the Ordinance adding a new Section 13 to Title 5, Chapter 4, of the City Code to ban the sale of kratom within City limits under a suspension of the rules requiring three complete and separate readings, establish effective date, and request that it be read by title and published by summary.

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

ORDINANCE: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 5, CHAPTER 4, TO ADD A NEW SECTION PROHIBITING THE SALE OF KRATOM WITHIN THE CITY OF IDAHO FALLS AND PROVIDE PENALTIES FOR VIOLATIONS; CODIFICATION; PUBLICATION BY SUMMARY; AND ESTABLISHING EFFECTIVE DATE OF JULY 1, 2026.

F. Community Development Services

1. **26-200** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Anderson Townhomes Division No. 2.

Presentation/Discussion (Assistant Director Beutler):

Councilor Francis raised two main issues:

- Clarification on whether there was a second access point off Science Center Drive (which had caused some confusion)
- A reference in Planning and Zoning minutes suggesting a modification to Science Center Drive

Staff confirmed that:

- There is no modification to Science Center Drive
- The development (Anderson Townhomes Division 2) includes a secondary/emergency access and cross-access easement, not a public roadway change

Assistant Director Beutler explained that:

- The site includes an internal drive aisle and emergency access easement connecting Division 2 to Division 1 and Anderson Drive
- The primary access is on the northwest end off Science Center Drive
- The internal connections are designed for fire access and circulation between phases, not as a public cut-through route

On traffic concerns, staff noted:

- It is unlikely the internal roads would be used as a cut-through due to the efficiency of nearby intersections like North Boulevard
- The design naturally discourages through-traffic since it requires slower navigation through internal drive aisles
- A traffic barrier is not considered necessary, and the existing center turn lane configuration on Science Center Drive supports safe access

- The project is expected to generate low traffic volumes, not enough to justify additional restrictions

Staff concluded by confirming that all relevant departments have reviewed the final plat and it is ready for approval.

Motion 1: Approve the Final Plat for Anderson Townhomes Division No. 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

- Moved by: Councilor Francis
- 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 Anderson Townhomes Division No. 2 and give authorization for the Mayor to execute the necessary documents.

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

2. 26-185 Resolution -Community Development Block Grant (CDBG) PY 2025 Consolidated Annual Performance and Evaluation Report (CAPER).

Presentation/Discussion (Grants Administrator Farris): Farris presented a resolution approving the City's 2025 Consolidated Annual Performance and Evaluation Report (CAPER). She explained that:

- The CAPER is the annual report required by the U.S. Department of Housing and Urban Development (HUD) for federally funded community development programs.
- A public hearing was held on May 7, followed by a required 15-day public comment period.
- No public comments were received during that period.
- Council approval was needed so the report could be submitted to HUD for review and approval.

Motion: Approve the Resolution for the 2025 CAPER.

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

3. **26-179** Legislative Public Hearing for the Annexation and Initial Zoning of I&M, Industrial and Manufacturing - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East.

Presentation/Discussion (Assistant Director Beutler, Mr. Payne) Mr. Payne, speaking on behalf of the property owner, requested that the public hearing be postponed because the owner wanted to attend in person and was unable to make the meeting. Payne explained that the owner wished to personally address the Council but did not provide specific details about what the owner intended to discuss.

This led to a lengthy discussion among Councilors and staff regarding whether the hearing should be tabled again, postponed indefinitely, or withdrawn entirely. Council members expressed concern because:

- The item had already been postponed once.
- The request to delay came as a surprise and was not submitted in time to alter the published agenda.
- Additional public noticing could create extra costs for the City.
- The Council did not have a clear explanation for why the owner wanted another delay.

Discussion About the Annexation - Councilor Radford questioned whether the property owner still wanted to annex into the City, stating that he was reluctant to force annexation on someone who might not support it.

Payne clarified that annexation was effectively necessary because:

- The owner had already constructed buildings on the property.
- The development requires City water service.
- Bonneville County had previously issued shell building permits with the understanding that annexation into Idaho Falls would follow.

Staff noted that the City and County had spent considerable time coordinating the project and accommodating the development through a cooperative planning process.

Legal and Procedural Discussion - The legal department explained that:

- The applicant could withdraw the annexation request at any time.
- If the hearing were tabled to a specific future date, the City could rely on the existing public notice and avoid additional noticing costs.
- If the matter were tabled indefinitely or removed without a date certain, new public notice would likely be required before a future hearing.

Staff indicated that if a new notice were required, the matter could not return on June 25 and would likely need to wait until July.

Closing Comments - Following the vote, Mayor Lisa Burtenshaw remarked that the City and Bonneville County had worked together for a long time to accommodate development on the property and expressed appreciation for the extensive effort that had gone into the project by all parties involved.

Motion: Table to the date certain of 6/25/2026, the action on the ordinance, annexing only 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East.

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

6. Announcements

City Council Announcements Summary

Council Member Larsen

- Joked that one of Public Works Director Chris Canfield's biggest current challenges may be finding his own replacement.
- Expressed appreciation for Canfield's work and noted that a job announcement is available for the position.

Council Member Radford

- Announced a community walk at the Recreation Center on Saturday morning and invited residents to join.
- Encouraged attendance at the upcoming Alive After Five event the following Wednesday, highlighting live music, local food, community engagement, and support for the local symphony.

Council President Francis:

Music and Heritage Festival – June 13

- Features a variety of musical genres designed to celebrate diversity and shared community values.
- Special recognition was given to Michelle Dingman, who will perform the National Anthem.
- Event begins at 9:30 a.m.

Juneteenth Celebration – June 19

- Will be held at the Colonial Theater at 7:00 p.m.
- Features a collaborative performance between a jazz ensemble and a symphony ensemble.
- Includes presentations by local youth sharing the history and significance of Juneteenth.

Beer Fest

- A council member announced they would be volunteering at The Art Museum of Eastern Idaho booth during the upcoming Beer Fest and invited residents to stop by.



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Mayor's Announcement – Teton Dam Anniversary and Community Service Project

- Marked the 50th anniversary of the Teton Dam Failure.
- Reflected on how the community has transformed since the disaster and noted the positive growth of Idaho Falls, including expansion of the Greenbelt and River Walk.
- Invited residents to participate in a community service project at Ryder Park on June 9 from 6:00–8:00 p.m.
- Volunteers will help install four acres of sod as part of a park improvement effort, allowing residents to contribute directly to building and enhancing community park space.

There being no further business, the meeting adjourned at 8:13 PM.

/s/ Linda Lundquist
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor

From: DeNae Jones
Sent: Monday, June 1, 2026 10:39 PM
To: Office of the Mayor <Mayor@idahofalls.gov>
Subject: kratom cause of death in Idaho Falls

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Burtenshaw,

I want to thank you for considering a ban on kratom products in Idaho Falls.

My niece, died from acute mitrogynine intoxication (kratom) in Idaho Falls. No family should have to go through what ours has experienced. Since losing her, I have become increasingly concerned about how easily these products are available and how often I see them being sold throughout our communities.

It is alarming to walk into gas stations and stores and see kratom products being marketed and sold so openly. Many people have no idea these products can carry risks of addiction and death. Young people are being exposed to them every day in forms of energy drinks, pre-workouts and candies, and I worry about the message that sends.

I believe this has become a public safety issue. Families deserve to know the risks, and communities deserve protection from products that have already taken lives.

My hope is that Idaho Falls will lead the way and be an example for the rest of Idaho. The decisions you make today could help prevent another family from experiencing the heartbreak that mine has endured.

Thank you for your time, your consideration, and your willingness to address this issue.

Sincerely,

DeNae Jones

Pocatello Idaho

[Yahoo Mail: Search, Organize, Conquer](#)

Linda Lundquist

From: Carla Thinnas
Sent: Tuesday, June 2, 2026 11:54 AM
To: DeNae Jones
Cc: Linda Lundquist; Emily Geisler; Margaret Wimborne
Subject: RE: kratom cause of death in Idaho Falls

Follow Up Flag: Follow up
Flag Status: Flagged

Hello DeNae—

Thank you for your email to Mayor Burtenshaw. We realize you are writing from Pocatello, but please know your email will be shared with the Idaho Falls City Council, so they too know your thoughts on kratom and your family's personal experience.

During yesterday's Work Session, City Council reviewed the proposed ordinance banning the sale of kratom in Idaho Falls. After hearing from the Bonneville County Coroner, Bonneville County Sheriff, and Idaho Falls Police Chief, the Council is planning to vote on the proposed ordinance during the June 4 City Council Meeting.

The public will have a chance to provide comments on the proposed ordinance at the beginning of the June 4 City Council meeting during the public comment section. Those who want to provide in-person input should:

- Limit their comments to 3 minutes
- Provide clear reasons for their position
- Offer new points and perspective rather than simply repeating a previously shared concern

The City Council meeting starts at 6:30 pm in the Council Chambers, 680 Park Ave., Idaho Falls, ID. Again, public comments on this issue will be accepted at the meeting during the general public comment part of the meeting. (There will be no public hearing on this matter during the meeting itself.)

The agenda packet for this Thursday's City Council meeting will be available in the Agenda Center by end of day today, June 2. <https://www.idahofallsidaho.gov/AgendaCenter> And for those not able to attend the meeting in person, Idaho Falls City Council meetings are livestreamed, and can be viewed at: <https://www.idahofallsidaho.gov/429/Live-Stream>

Thank you again for sharing your family's personal experience, and your perspective.

Sincerely,

Carla



Office of the Mayor
Carla Thinnas | Executive Assistant to the Mayor

308 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8235

Linda Lundquist

From: Holly Trouville
Sent: Wednesday, June 3, 2026 6:39 AM
To: City Clerk
Subject: Kratom death
Attachments: death certificate ty (3) mark (1) (3).jpg

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council Members,

My name is Holly Trouville and I am writing in the hopes that you ban all Kratom, natural and synthetic. I lost my only child, my 25-year-old son Tyrell to Mitragynine toxicity on Feb. 6th, 2024. Tyrell was my best friend and the love of my life. Mitragynine toxicity was his sole cause of death, and was ruled only an accident. He had no opioids in his system and nothing else contributed to his death (see attached death certificate). He died from drinking a Kratom seltzer marketed as alcohol free, caffeine free, sugar free, and had less than 2 % 7OH that Kratom advocates claim is safe.

I am not making money, I am not a lobbyist in the billion-dollar Kratom industry, and I am not a user. My only goal is to prevent another parent to have to feel the complete and utter devastation that I feel on a daily basis.

To determine the safety of Kratom, the AKA(American Kratom Association) Is entrusted to determine which vendors pass GMP standards. However, The AKA GMP (Good Manufacturing Standards) program focuses on **ONLY** validating that the manufacturing process ensures consistency and safety, rather than inspecting each individual item produced. The people determining dosage are the vendors and the consumers themselves.

Consumers claim "natural" Kratom is safe, BUT.....

1)Do you actually know how it is used in the SE Asian countries naturally? It is plucked from the tree itself and put in either a water or tea. It has 50 different alkaloids in it and, when used correctly, it balances the leaf out. I am not saying that the Kratom leaf itself may not have some benefits but, that is not happening in the US. Extracts like seltzers, capsules, gummies ,etc.. are not the natural leaf. The alkaloids are separated and more mitragynine is extracted. You are changing the "natural" of the leaf. Since there is an FDA import alert to seize, no one knows what is being mixed in it when it is brought here. "Natural" cannot be determined.

What You Need to Know?

- 1) There is an FDA import alert, into the US, so it is being smuggled under the guise of seaweed or soap**
- 2) There is no oversight or regulation**

3) Are you aware that it is the vendor and consumer determining the right dosage amount? When have we ever allowed people to determine the own dosage for something that attaches to mu-opioid receptors?

4)The alkaloid percentage in the Kratom leaf is dependent on climate, harvesting, plant age, environmental stress, and soil composition.

5) 7OH increases in post-harvest drying, which again makes my point of it being safer pulling it from the living plant itself, which is only indigenous to SE Asian countries.

- **Lighting Conditions:** Shade-grown kratom (inside a greenhouse or under forest canopy) can produce up to 40% higher mitragynine and over 100% higher corynoxine concentrations compared to full-sun, open-field conditions.--since the US cannot grow it naturally the percentage of mitragynine greatly increases.
- **Plant Maturity:** Alkaloid production is most active in younger, developing tissue.
- **Environmental Stress:** Higher salinity or, in some cases, drought stress can stimulate higher alkaloid concentrations as a defense mechanism.
- **Soil Nutrient Levels:** Abundant nitrogen in the soil has been linked to a greater variety and amount of alkaloids synthesized.
- **7-Hydroxymitragynine:** Usually very low in living plants (<0.01%), often increasing during post-harvest drying.
- **And a person's specific metabolism can also be a reason for how Kratom reacts in your body. Due to lack of human testing, how can someone regulate this?**
- **in the U.S., Kratom is marketed primarily through online vendors, convenience stores, and specialty shops. Its products now include powders, capsules, tablets, concentrated extracts, gummies, and energy drinks. These formulations contrast sharply with traditional Southeast Asian use and enable higher, more concentrated, and more frequent dosing.**

What this means, and is of utmost importance, is that the AKA cannot determine the alkaloid profile and concentration of Kratom plants NOR the plants potency and its effects.

WHY SHOULD IDAHO FALLS BAN ALL KRATOM, INSTEAD OF REGULATE?

1)Kratom attaches to mu-opioid receptors

2)Pharmacology does not change-Mitragynine converts some into 7OH within the liver using enzyme CYP3A4

3)Alkaloid percentage is also dependent on climate, soil, harvesting, environment and more(which can affect how body metabolizes and if other things are in the system)

4)Turning 21 does not magically make it safe. EX: [We performed a descriptive analysis of the Kratom reports CAERS received in 2021 \(Table 1\). All reports were related to adults with a mean age of 36, a media age of 39, and an age range of 21 to 69 years old.](#) The majority of the reports involve males

(72.6%) <https://www.fda.gov/media/169066/download>

5)The minimal human studies conducted(one only FDA certified) have been controlled-not real world use and the dosages controlled (data to support this FDA website)

6)Kratom is expensive ranging from 10 dollars and up. Some have resorted to stealing for it

7)There is not enough research nor trials completed; and per the FDA, their current human abuse study will not be completed until September 2027.

8)When someone says they use Kratom to get off opioids, that in and of itself should be concerning

9)Natural does not equate to safety

10) Back of some AKA GMP stamped natural powder bags say only for use as a botanical specimen- It implies the material is not to be consumed, cultivated, used for medicinal purposes, or sold as a decorative item (see attached)

11) There is an import alert on Kratom by the FDA. If caught importing, it is confiscated.

12) Synthetic Kratom(7OH) is made by extracting mitragynine and adding chemicals to it. Therefore, mitragynine is dangerous too.

13) Synthetic Kratom did not come into effect until the end of 2023. All deaths prior were from Mitragynine (natural Kratom)

14) CDC data shows Kratom calls to poison control, in the last ten years has risen 1200 percent

I implore you to ban all Kratom.

Thank you and with much respect,
Holly

<https://podcasts.hopkinsmedicine.org/kratom-is-accounting-for-a-dramatic-rise-in-ed-visits-elizabeth-tracey-reports/> John Hopkins

<https://kutv.com/news/local/kratom-related-overdose-deaths-in-utah-increase-40-over-last-five-years> Utah

<https://www.ricketts.senate.gov/news/press-releases/ricketts-letter-calls-on-fda-to-address-kratom-scheduling-loop-hole/> Senators letters to FDA

<https://antikratom.org/> Full of evidence of Kratom dangers(please look at the denial letter to Johnson foods by the FDA)

<https://www.courthousenews.com/the-law-and-the-profits-inside-kratoms-political-underbelly/> The underbelly of the kratom world

<https://www.nccih.nih.gov/training/videolectures/22/3> Dr. McCurdy who advocates for Kratom yet here states how it is illegal and can be contaminated

<https://podcasts.apple.com/us/podcast/the-tides-are-shifting-on-kratom-bans-regulations/id1727624473?i=1000754460736> Tall Cop

<https://scitechdaily.com/kratom-use-explodes-in-the-us-with-life-changing-consequences/> Kratom use explodes in the US

<https://www.walb.com/2026/04/17/kratom-safe-or-self-induced-death-sentence/> Safe or self- induced death sentence

<https://pmc.ncbi.nlm.nih.gov/articles/PMC12799471/> Unregulated rise of kratom drinks

<https://kratommeetings.com/> Kratom support meetings-thousands strong

<https://onlinelibrary.wiley.com/doi/epdf/10.1111/add.70416> Association between bans and state level regulations

Linda Lundquist

From: Jeremy DeLuca
Sent: Wednesday, June 3, 2026 10:39 AM
Subject: Please Oppose a Kratom Ban and Support Responsible Regulation

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Idaho Falls City Council Members,

I recently listened to the City Council meeting regarding kratom, and I wanted to respectfully share my concerns about the direction of the discussion and the possibility of a citywide kratom ban.

Several statements made during the meeting contained information that is inconsistent with the current body of research available on kratom. Today, there are studies and research efforts from institutions such as the University of Florida and Johns Hopkins University, along with recent federal research initiatives, that provide a far more balanced understanding of kratom's risks and benefits than what was presented during the meeting.

Kratom is used by millions of responsible adults, including many residents of Idaho Falls. For many individuals, kratom has become an important part of their daily lives. Many consumers have previously tried prescription medications or other alternatives and found those options less effective or accompanied by undesirable side effects. To simply suggest that individuals can "find something else" overlooks the experiences of many people who have already explored those alternatives.

Another concern I have is that the discussion appeared heavily one-sided. The Council heard from individuals who oppose kratom, but there was little to no representation from researchers, healthcare professionals, law enforcement officials, policymakers from regulated states, or consumers who have had positive experiences with kratom. Before making a decision that could affect thousands of residents, I encourage the Council to hear from all sides and review the available scientific evidence.

I fully support reasonable regulations designed to protect consumers. In fact, many responsible kratom advocates support measures such as:

- Restricting sales to adults 21 and older
- Banning synthetic and chemically altered products, including concentrated 7-hydroxymitragynine products marketed as "7-OH"
- Requiring product testing and labeling standards
- Prohibiting adulterated or contaminated products
- Establishing enforcement mechanisms for non-compliant businesses

These types of regulations are commonly known as the Kratom Consumer Protection Act (KCPA) and have been adopted in numerous states across the country.

What I do not support is a complete ban on natural kratom. History has shown that prohibition often drives consumers toward unregulated markets rather than eliminating demand. A regulatory

framework protects consumers while allowing law-abiding adults continued access to products they rely on.

I would also encourage the Council to review the experience of states that initially pursued prohibition but later moved toward regulation. Policymakers across the country have increasingly recognized that responsible regulation is more effective than outright bans.

I respectfully ask the Idaho Falls City Council to reject a full ban on natural kratom and instead pursue sensible regulations that protect consumers, remove synthetic products from the market, and ensure that responsible adults maintain access to legal, tested products.

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

--

Thank you!

Jeremy DeLuca
Co-Founder of Bodybuilding.com

Linda Lundquist

From: Christopher Deaney
Sent: Thursday, June 4, 2026 12:59 PM
To: City Clerk
Subject: My Kratom Story

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I wanted to share science and facts with you about kratom. There seems to be confusion about what kratom truly is to begin with. Kratom is a tree leaf from Southeast Asia with over 50 alkaloids, related to coffee. NIH is currently working on human clinical trials to use kratom for opioid disorders.

<https://www.nih.gov/news-events/news-releases/nih-research-clears-way-study-experimental-treatment-opioid-use-disorder>

My Story and Do Not Ban Natural Kratom

My name is Christopher Deaney. I am a lifelong American, a small business owner, and someone who has lived with chronic pain since childhood after being struck by a car at the age of eight.

I am a resident of New Jersey, but I have friends all over the country who utilize natural kratom tea for their own well-being.

For many years, I followed the traditional medical path and was prescribed opioid pain medications long-term. While legal and doctor-prescribed, those medications came with escalating risks. Over time, I experienced tolerance, dependence, mental fog, and a reduced quality of life.

In 2015, after careful research and consideration, I transitioned away from that path and began using plain, natural kratom leaf prepared as a traditional tea. That decision was deliberate. I was looking for stability and functionality, not intoxication.

I reached out to the farmers and the people who have used this plant for hundreds of years. I was so curious about this plant. I was amazed how much a cup of tea helped me, so in 2015 I dedicated my life to studying and understanding this wonderful leaf.

I started an online company in 2016 that is dedicated to education and the sales of natural kratom leaf tea. I have numerous binders of analytical testing dating back to 2018, which show the natural balance of alkaloids in kratom.

<https://christophersorganicbotanicals.com/kratom-testing-results/>

7-oh is NOT found in the raw kratom leaf and only appears once dried. The dried leaf contains roughly 0.00500% 7-oh, which would equate to about 20-30 pounds of kratom powder for one commercially sold package of 200 mg 7-oh tablets.

There aren't enough 7-oh in the natural leaf, or enough trees on Earth to make commercial 7-oh products.

Some of these 7-oh products are being made from synthetic Mitragynine from China and not natural kratom leaf from Indonesia. Please don't confuse the two.

<https://chinarawpowders.com/mitragynine-powder/>

I've worked with scientists, including [Christopher McCurdy](#), who has studied kratom since 2005. Kratom is currently under investigation as a treatment for opioid withdrawal syndrome and alcohol cessation.

I want to be very clear about what I am speaking about.

I am not here to defend synthetic products, isolated alkaloids, or highly concentrated substances being sold under the name "kratom." I share concerns about those products and believe they should be addressed directly through regulation or by removing them.

What I am asking you not to ban is the natural kratom leaf, or its tinctures.

Please check out the following [link](#) for all available [scientific studies on kratom](#).

[Please listen to the Congressional Briefing on Kratom Science](#)

This distinction is supported by the American Herbal Products Association (AHPA), the national trade organization representing the herbal products industry.

- The AHPA published a new entry in its online Botanical Safety Handbook recognizing *Mitragyna speciosa* leaf as a traditional herbal material and clearly distinguishing it from concentrated extracts and synthetic alkaloids. You can view that handbook entry here:

[AHPA publishes new entry for kratom in the Botanical Safety Handbook](#) (AHPA blog, Jul 18, 2024) (ahpa.org)

- AHPA has also issued guidance warning against labeling or marketing synthesized kratom alkaloids — like [concentrated 7-hydroxymitragynine \(7-OH\)](#) as kratom, because those products are not representative of the botanical leaf and raise distinct safety concerns. See that guidance here:

FDA recommends scheduling of 7 OH, distinguishes kratom leaf from illicit products (AHPA blog, Jul 29, 2025) (ahpa.org)

This regulatory distinction is not theoretical. Even the FDA's current focus is not on traditional dried leaf kratom, but on concentrated 7-hydroxymitragynine (7-OH) products that are being marketed in high-potency formats.

For additional perspective on this distinction, including discussion of FDA concerns and how 7-OH differs from natural leaf kratom, please see:

https://youtu.be/8-0Ok_rj2sQ?si=Aqhhspm4v8fGMwiL

The core scientific issue is chemical differentiation.

Mitragyna speciosa is a botanical in the coffee family, related to Coffea arabica. The primary naturally occurring alkaloid in the leaf is Mitragynine. 7-hydroxymitragynine exists in raw leaf only in trace amounts. It becomes a regulatory concern when concentrated, isolated, or synthesized into high-potency products.

There aren't enough kratom trees in the world to produce 7-oh the way it is being sold.

This is where the Controlled Substances Act's 8-factor analysis becomes critical.

Two separate 8-factor analyses help clarify the difference:

- **Henningfield / Fant — 8-factor review of Kratom (Mitragyna speciosa / Mitragynine)**

This analysis evaluated [kratom and Mitragynine under the eight statutory factors](#) required by the Controlled Substances Act. The conclusion was that Mitragynine and natural kratom leaf do not meet the criteria for federal scheduling based on abuse potential, dependence liability, public health impact, and pharmacological profile.

- **The Abuse Potential of 7-Hydroxymitragynine (7-OH) According to the 8 Factors of the Controlled Substances Act**

In contrast, the [8-factor analysis of concentrated 7-OH](#) indicates that it does meet scheduling criteria due to its significantly higher potency at opioid receptors and greater abuse liability when isolated and marketed in concentrated forms.

In simple terms:

The mitragynine in natural leaf and extracts does not fit the scheduling criteria.

Concentrated 7-OH does.

Treating them as the same substance ignores pharmacology, chemistry, and federal statutory standards.

Policy works best when it is evidence-based and proportional. If the FDA or DEA determines that concentrated 7-OH meets scheduling criteria under the 8 factors, that is a targeted and scientifically defensible action. But extending that classification to unaltered plant material would be a category error.

There is also ongoing clinical research into kratom's pharmacology. A registered U.S. clinical trial titled "Single Ascending Doses of Kratom in Healthy Subjects" is listed on ClinicalTrials.gov, which evaluates the safety and pharmacokinetics of kratom leaf preparations:

Single Ascending Doses of Kratom in Healthy Subjects (ClinicalTrials.gov NCT06072170)

Full study record:

<https://clinicaltrials.gov/study/NCT06072170>

This type of structured clinical research should inform regulation, not be preempted by broad prohibitions.

History consistently shows that blanket bans do not eliminate demand. They shift it into unregulated channels. That increases consumer risk rather than reducing it.

If the goal is public safety, the path forward is targeted regulation:

- Distinguish natural leaf from synthetic or concentrated alkaloids
- Regulate or remove high-potency 7-OH products if warranted
- Require labeling and third-party testing
- Enforce age restrictions
- Hold bad actors accountable

I am also a father. I support responsible regulations. I do not support conflating a traditional botanical leaf with a laboratory-concentrated derivative.

Natural kratom leaves are not the problem.

[Please listen to the Congressional Briefing on Kratom Science and Policy](#)

Failure to distinguish between the Mitragynine-containing leaf and the concentrated 7-OH is.

Public policy should reflect chemistry, statutory criteria, and clinical evidence, not headlines.

Please know that I lost my son in 2023 to a fentanyl and xylazine overdose. He tried kratom in 2017 and told me it didn't get him high, so he wasn't interested. That was his demon he dealt with.

We have had issues with [Elevated 7-Hydroxymitragynine Levels Found in Products Misbranded as Kratom](#).

Mislabeled products masquerading as kratom are the real issues, not the kratom itself. In 2009, a product called Krypton was sold in Sweden. People thought this was kratom, but it was not. [This product had very high levels of O-Desmethyltramadol](#).

It was the O-Desmethyltramadol that was the culprit, not kratom.

If kratom inherently produced a "High" effect, there would be no reason for companies to spike it. Natural kratom does not produce a high at all. Kratom gives a sense of calm and a bit of energy, like coffee.

Natural kratom isn't the problem, but these other substances masquerading as kratom products are the issue.

Natural kratom is saving millions of lives, and it saved mine.

Thank you for your time and consideration. I would love to speak to you further and share analytical data that shows 7-oh is only found in trace amounts in the natural kratom leaf.

Respectfully,
Christopher Deaney

Salem County, New Jersey

Linda Lundquist

From: Liam Reagan
Sent: Thursday, June 4, 2026 1:24 PM
To: City Clerk
Subject: Please Keep Natural Leaf Kratom Legal
Attachments: FDA%20U.S.%20FOOD%20&%20DRUG.pdf

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Idaho Falls City Council Members,

My father served as a USAF fighter pilot and drinking was part of a pilot's persona, and an acceptable activity for most in the 1960s and 70s. I followed in my parent's footsteps, but after decades of drinking, it accelerated into full blown (albeit semi-functioning) alcoholism.

I served my country building nuclear submarines in an outside machinist capacity, but after decades of wear and tear on my body, my back broke down very painfully (degenerative disc disease, osteoarthritis, spinal stenosis and sciatica.) I was eventually forcefully retired at full disability. I needed a walker to get to the bathroom and could not help my wonderful dutiful wife do household activities.

I say all of that to tell you that by just taking two or three teaspoons of lab tested unadulterated kratom leaf powder per day, I was able to stop the cravings of alcohol (six years sober) and relieve my pain enough to drive, do household chores and not use my walker. I can help my wife once again. I cannot tell you how glad that makes me feel.

I am only one of millions of people to whom kratom has returned some semblance of normalcy; many have much worse ailments than I have, and their stories are desperate and heartbreaking.

You likely have enough life experience and know what addiction can do to an individual and/or a family. Kratom brought me back to my Lord, my wife and family, and continues to help me live a life I thought was behind me.

I don't get drunk or high. Only synthetic or concentrated unnatural substances in this arena, such as 7OH (7-Hydroxy Mitragynine) or MGM-15 & 16 (semi-synthetic derivatives known for their higher potencies as agonists of opioid receptors) make people high, and *not* natural leaf kratom. Many folks with an addictive personality and people experiencing chronic pain take kratom responsibly to live normal lives.

It doesn't cure life's ills, but it sure helps the multitudes of folks like me; some estimates ranging into the tens of millions. I humbly ask that you allow people to make the choice to buy natural kratom unadulterated, properly examined and labeled, kept away from those under 21, available to good people who don't want to get high, and only want to live without excruciating pain or addiction.

W. Jef Reagan
Gloucester, VA

You are wondering why a person from a different municipality is concerned with this legislation. Let me tell you why I advocate for natural leaf kratom users out-of-state:

When I first started drinking kratom, I had no idea that it was under attack. I relied on other people who were aware of the actions taking place in non-local governments standing up for me to keep kratom legal. Work and family kept me from following how kratom was targeted, even in my state. We do have professional lobbyists to represent us also, but there are *many* caring volunteers.

I have since retired and have become aware of people throughout the country who are even worse off than I was in regards to chronic pain and addiction. There are groups of us volunteer kratom advocates who try to keep an eye out for our fellow kratom users in need throughout the country, many of whom don't realize the leaf that they rely on is becoming endangered.

We don't get paid, and try to keep fellow advocates apprised of hurtful legislation. We then, with as much tact as we can muster, try to educate good people in government, such as yourself, about the pros and cons of kratom; many of whom are glad they became more aware, as they were previously unsuspecting of what some of us pain or addiction victims endure.

I spend much of my time in retirement researching various fields of interest, and hope that I have cleared up some of why we volunteers support desperate sufferers in widespread communities.

If you have an extra minute, please skip to timestamp 09:30 for a short segment clearly showing the difference between natural leaf kratom and addictive synthetic 7OH: <https://youtu.be/sBWkK9RsqIw>

I wish you well. Thank you so much for your time.

Sincerely,

Jef Reagan
Gloucester, Virginia



July 29, 2025

Dear Colleague,

I am writing to warn you about an opioid that few physicians may be aware of. It's called 7-hydroxymitragynine (7-OH).

7-OH is found in trace amounts in the kratom plant leaf. But this is not our focus. Our primary concern is the concentrated form of 7-OH. This is an important distinction. These concentrated 7-OH opioid products are far more dangerous than traditional kratom leaf products.

Concentrated 7-OH products have exploded in popularity in recent years, with vape shops, gas stations and corner stores selling pills, gummies, candies, and even eye-catching products like ice cream cones containing 7-OH. You may also see 7-OH referred to as 7-OHMG, 7-Hydroxy, 7-HMG, or 7. Additionally, some kratom leaf products marketed as "spiked" or "enhanced" may contain 7-OH at a level 500% higher than would be naturally expected in kratom leaf.

Notably, [one study](#) in the Journal of Medicinal Chemistry found 7-OH to be 13 times more potent than morphine. Aside from addiction, 7-OH side effects include withdrawal symptoms, insomnia and anxiety, seizures, and fatal respiratory depression. The FDA is seeing increases in adverse events and related reports to poison control and is concerned about the growth of 7-OH product sales nationwide. We have already issued warning letters to several firms for illegally distributing 7-OH products and are working alongside our partners at the DEA to move forward with adding certain 7-OH products to the controlled substances schedules.

Like many physicians, I find it painful to recall the many opioid prescriptions I wrote in the early 2000s for routine procedures, unaware of the high potential for abuse. Our recognition of the abuse potential and our delayed response as a medical community resulted in a national health crisis. Let's not get caught flat footed again. In addition to the FDA's ongoing regulatory activities and education efforts, I appreciate your vigilance on this issue.

For more information, please refer to our new report and educational resources, which can be found at www.fda.gov/7-OH.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Makary", is positioned below the word "Sincerely,".

Martin A. Makary, M.D., M.P.H.
Commissioner of Food and Drugs

**FDA Article on 7OH:
Hiding in Plain Sight: 7-OH Products | FDA**

Linda Lundquist

From: Carla Thinnies
Sent: Thursday, June 4, 2026 1:58 PM
To: B C
Cc: City Clerk
Subject: RE: Idaho Falls Resident: Kratom Access Matters to Me

Hello Ben—

Thank you for your outreach today and for sharing your perspective. Your email will be printed and provided to the City's elected officials for today's City Council Meeting.

Sincerely,

Carla



Office of the Mayor
Carla Thinnies | Executive Assistant to the Mayor

308 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8235
cthinnies@idahofalls.gov

From: B C
Sent: Thursday, June 4, 2026 12:30 PM
To: Office of the Mayor <Mayor@idahofalls.gov>; Michelle Ziel-Dingman <MDingman@idahofalls.gov>; Jim Freeman <JFreeman@idahofalls.gov>; Jim Francis <JFrancis@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; Brandon Lee <blee@idahofalls.gov>; Kirk Larsen <klarsen@idahofalls.gov>
Subject: Idaho Falls Resident: Kratom Access Matters to Me

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Idaho Falls City Council,

I am a Idaho Falls resident and wanted to reach out to share how important continued access to kratom is for me and many others in our community.

I understand there may be internal conversations around kratom, and I simply wanted to make sure it's clear that there are a large number of responsible adult consumers in Idaho Falls who value having access to it. It is also extremely important to understand the difference between natural kratom (the leaf itself, sometimes dried and in various forms, but not mixed with anything else) and the widely

varying products sold in gas stations and smoke shops that use the name "kratom." The latter products are in no way a natural product and generally consist of lab extracted chemicals and are mixed with various other substances like Kava. These gas station cocktails can absolutely be dangerous and should be regulated. They also can cause physical dependence and a host of other problems.

Natural kratom leaf, however, is not dangerous nor carries the host of negative side effects or dependency risks. Lumping it in with those other products and regulating or banning it will actually cause real harm to responsible consumers of the natural product, and also demonstrates a lack of education on the difference between natural kratom and the derived or extract products that may use the name "kratom."

For many of us, kratom is something we rely on as part of our daily routine. Losing access through a citywide ban would have a real impact on people here locally.

I fully support reasonable regulations that protect consumers. It's vitally important to distinguish between natural kratom leaf and newer synthetic or chemically altered products (such as 7-oh) that are sometimes mislabeled as kratom. I would strongly support efforts to address those products specifically, rather than banning kratom altogether.

My hope is that Idaho Falls takes a thoughtful approach that protects consumer access while addressing legitimate concerns in the market.

Thank you for your time and for considering the perspective of local residents,

Ben

Linda Lundquist

From: David Woolf
Sent: Thursday, June 4, 2026 2:11 PM
To: City Clerk
Subject: Public Testimony re: Kratom sales ordinance
Attachments: Melody at HHS Podium.jpg

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the City Council,

Thank you for allowing me to add my voice to this very important issue. I am writing to you to ask that you please protect adult access to plain leaf kratom for individuals who take it as a drug-free way to mitigate chronic pain.

I bring with me 12 years of positive lived experience with plain leaf Kratom. I was mentioned in a recent Reuters news article, and last July, I personally had the privilege of being welcomed to the HHS press briefing stage by FDA Commissioner Makary, where I spoke about the benefits of plain leaf kratom and to distinguish it from the dangerous 7OH. I have attended the International Kratom Science Symposium at the University of Florida for the second time this year, and was able to again discuss safe Kratom use and benefits with leading scientists in person. Not one of the researchers or regulators called for a Kratom ban; in fact, not one peer-reviewed paper calls for a ban.

For over 20 years, I lived with chronic pain from fibromyalgia, arthritis, sciatica, and other conditions. Before consuming kratom, I was often bedridden and required assistance, which affected my ability to participate fully in family life.

Twelve years ago, I began consuming plain-leaf kratom, and it gave me back my mobility and ability to fully engage with my family. In 2022, when my daughter and son-in-law's childcare closed unexpectedly, I provided full-time care for my granddaughter, saving them approximately \$50,000. This past summer, with major home repairs and high childcare costs, I again cared for my 3½-year-old granddaughter for four months, chasing her all over town — weekly trips to the zoo, the library, and every nearby splash pad.

I participate in local and state-level meetings on kratom regulation and spoke one-on-one with roughly 200 state legislators at the NCSL conference. I am currently in Washington DC to share my story with federal regulators and legislators.

Outside of advocacy, I sing in a chorus, performing for nursing homes and assisted living facilities as a form of community service, helping bring joy and connection to others.

My personal experience demonstrates the profound impact kratom has on function, family life, and community engagement, and underscores the importance of consumer perspectives in informing science-based policy.

Please protect access to plain leaf Kratom for adults using it to manage chronic pain as I have. Please regulate it using common sense measures such as an age gate, and truthful packaging, while prohibiting products where the package shows that it contains over 2% of the metabolite 7-OH (7-hydroxymitragynine) as well as banning all other synthetics.

Bans and prohibitions invite a black market where bad actors are certain to adulterate their products with addictive and dangerous substances. My number is 269 873-9592. More information and the science is found on my LinkedIn Profile:

https://www.linkedin.com/in/melody-woolf-366a7b146?utm_source=share&utm_campaign=share_via&utm_content=profile&utm_medium=ios_app

Best regards,

Melody Woolf



Memorandum

File #: 26-206

City Council

DATE: Friday, May 29, 2026

AGENDA: Regular

FROM: Pam Alexander, Municipal Services Director

DEPARTMENT: Municipal Services

Title

Sole Source Purchase - Wastewater Treatment SCADA Upgrade for Public Works

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Declare Automation Werx, LLC. as the only vendor able to complete the Wastewater Treatment Plant SCADA upgrade for the Wastewater Treatment Facility automation and control system pursuant to Idaho Code § 67-2808(2)(a)(ii) and authorize the City to issue a purchase order to Automation Werx, LLC. for a total of \$114,967.50 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:

This sole source purchase will upgrade the Wastewater Treatment Plant SCADA system. Automation Werx, LLC is an Idaho Falls based company that currently serves the Wastewater Treatment and Collections systems. Notification of the sole source purchase was published in the Post Register at least 14 calendar days prior to this request for sole source purchase.

This item has been reviewed by the City’s Legal & Municipal Services Departments.



Automation Werx, LLC
P.O. Box 3066
Idaho Falls, ID 83403
+12088810108
ap@automationwerx.com
<http://www.automationwerx.com>

Quote

ADDRESS

136 - City of Idaho Falls

SHIP TO

136 - City of Idaho Falls

QUOTE # Q09092025228C

DATE 05/21/2026

EXPIRATION DATE 06/21/2026

PROJECT NAME

WWTP SCADA Upgrade

MATERIALS / ACTIVITIES

QTY

RATE

AMOUNT

Automation Werx is pleased to present this quote for the Idaho Falls WWTP SCADA Upgrade. The WWTP existing SCADA is FactoryTalk SE and the existing server does not have enough storage. The upgrade would include a new server and upgrade to the Ignition Vision platform for SCADA software. The new server is required to make a smooth transition. The scope of this quote is as follows:

- Procure, setup, install, and test new server with a 6-12 month storage capacity.
- Procure, install, setup, program, and test an Ignition Vision SCADA.

Notes:

If this project extends longer than 6 months from the acceptance of this quote, Automation Werx reserves the right to stop all work and quote for additional out of scope work to finish the project.

If anything other than SCADA programming such as networking, PLC programming, sensors, or switches are found to have issues during programming of the Ignition SCADA, correcting those issues will be outside of the scope of this quote and additional costs may be required to make SCADA fully operational.

Exclusions:

- Automation Werx will NOT be responsible for any electrical work including pulling wire or cables, installing conduit, installing electrical fixtures.
- Automation Werx will NOT be responsible for any programming or integration other than stated above.

Job Materials:Job Materials

Dell Server
Storage NAS

1 12,500.00 12,500.00T

Job Materials:Job Materials

Ignition Vision Platform Software

1 28,037.50 28,037.50T

Labor:General Labor

- Procure, setup, install, and test new server with a 6-12 month storage capacity.
- Procure, install, setup, program, and test an Ignition Vision SCADA.

1 70,180.00 70,180.00

Shipping & Delivery:Shipping & Delivery

Shipping & Delivery

1 250.00 250.00T

MISC

Contingency Costs

1 4,000.00 4,000.00

Please Remit Payments to:
Automation Werx, LLC
P.O Box 3066, Idaho Falls, ID 83403

Payment arrangements or purchase orders need to be sent and approved prior to any work.

If you are interested in setting up ACH payments, please contact ap@automationwerx.com.

We now accept all major credit cards, however a credit card convenience fee will be added to any applicable transactions.

A \$20 late fee will be applied for all invoices not paid by due date. A recurring monthly charge of 12% of the balance due will be applied for all invoices not paid by due date.

Acceptance of this quote and issuance of a Purchase Order binds the customer to adhere to the initially set payment terms.

Any applicable collection and attorney fees will be added to the outstanding balance and the customer's responsibility.

SUBTOTAL	114,967.50
TAX	0.00
TOTAL	\$114,967.50

Accepted By



68-8409-602-7300

Accepted Date



Memorandum

File #: 26-210

City Council

DATE: Thursday, June 4, 2026

AGENDA: Regular

FROM: Chief Bryce Johnson

DEPARTMENT: Police Department

Title

Amendments to Police Personnel Manual

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve the amendments to the Police Personnel Manual (or take other action deemed appropriate).

Description, Background Information, Purpose:

Several changes were proposed to the Police Personnel Manual (PPM) and were discussed at the City Council Work Session held on May 18, 2026. The changes were posted to all Police Department Employees for the required period of at least 30 days. There was no comment received from employees during that time period. The amended PPM is now presented to the Council for formal approval.

The proposed changes include:

1. Elimination of “probationary” language throughout the PPM
2. Updating references to the City Personnel Manual
3. Changing the annual optional Holiday cash out program from 60 hours to 80 hours
4. Changing the pay out of Holiday time at separation of employment

This item has been reviewed by the City’s Legal & Municipal Services Departments.



PERSONNEL MANUAL

June 2026

Police Department Personnel Manual (June 2026)

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I. Purpose

In recognition of the unique role played by the Idaho Falls police Department (IFPD) in service to the community, this Policy is intended to increase general efficiency, to promote harmonious and collaborative relations within the Department, and to protect the rights, well-being, safety and security of Department employees.

This Police Personnel Policy is the result of collaboration among City employees and is intended to promote the highest ideals and values of the Department. This Policy is not and shall not be considered or interpreted as a collective bargaining agreement between the City and any employee or group of employees, whether formally or informally organized. The Council has reviewed and approved this Policy.

II. Application and Interpretation of this Policy

A. The provisions of this Police Personnel Policy shall apply to all Idaho Falls Police Department employees except where it is specifically indicated that the provision applies only to certain Department employees. Additionally, the City Personnel Policy manual shall continue to apply to all Police Department employees, except where a provision of this Police Personnel Policy is more specific, in which case a Police Department employee shall be subject to this Police Personnel Policy. The City Director of Human Resources is authorized by the Council to interpret which Personnel Policy shall be applied to a Police Department employee if an uncertainty or dispute arises about the application of this Police Personnel Policy.

B. Calculating Time

“Day” as used in this Policy, shall mean one (1) twenty-four (24) hour calendar day beginning at midnight and ending twenty-four (24) hours later, whether or not the City is open for business. When time is calculated for a deadline, counting begins on the day following the date a document is required to be submitted or an event is due to occur.

Where a due date falls on a day that the City is officially closed for business (e.g., a weekend or official or declared Holiday), the due date is on the first date that the City is open for business following the due date.

III. Changes

Changes may be made to this Police Personnel policy by the Council at the recommendation of the Police Department, Police Department employees, Human Resources, or Elected Officials. Department Employees shall be given thirty (30) days advanced notification about proposed changes and given the opportunity, either orally or in writing, to offer comment regarding proposed changes to the Council. This informal process for employees to express suggestions is not intended to replace, alter, or circumvent the procedures associated with the Grievance Procedure outlined in Section X

of this Manual.

IV. Management Decisions and Expectations

“Management”, as used in this Policy includes the Chief of Police, Captains, the Communications Manager, the Animal Control Director, and Lieutenants. The Police Department management staff possesses and retains the sole authority to operate and lead the Department. This authority includes, but is not limited to, the following examples:

1. Determining the mission of IFPD
2. Setting standards of Department service to be offered the public
3. Exercising control and discretion over its organization and operation
4. Disciplining or discharging Police Officers for cause
5. Directing the work force
6. Hiring, assigning, or transferring employees
7. Determining the methods, means, and number of employees needed to carry out Department objectives
8. Introducing new or improved methods, police policies, or equipment
9. Changing existing police policies, methods, or equipment
10. Relieving employees because of lack of work
11. Taking whatever actions necessary to carry out the objective of the Department in situations of emergency
12. Establishing positions of employment and classifications for positions
13. Establishing performance standards and/or revising performance standards to determine acceptable performance levels of employees

V. Employee Investigations

- A. Employees may be accompanied and assisted by a representative of their choice at all times when subject to investigation of alleged acts of misconduct. No representative shall be a person who is the subject of the same investigation. Employees shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-disciplinary hearing.

Employees’ access to representation does not apply to performance based, informal, routine, or unplanned discussions between employees and their supervisors.

- B. Procedures set out in this Policy will be followed by the Department during investigative interviews. Such procedures do not apply to routine, initial inquiries, coaching, counseling, instruction, or direction given to employees by their supervisors.

Prior to an internal investigative interview, employees will be advised of the following:

- a. The nature of the matter being investigated

- b. The specific allegations(s) of misconduct, in any, against the employee being interviewed
- c. The date, time, and location of the matter that gave rise to the allegations(s)
- d. All rights and obligations pertaining to the *Garrity* rule
- e. The employee's access to representation, as provided in Section A above

The interview will specifically and narrowly focus on the job-related conduct of the employee

- C. The investigator. Persons conducting the interview will not use offensive language or threaten disciplinary action. An employee who refuses to respond to questions or submit to interviews will be informed that failure to answer questions narrowly and directly related to job-related conduct may result in disciplinary action.

Persons conducting the interview shall not be a person with significant personal fist-hand knowledge of the facts giving rise to the investigation.

Except for the Chief of Police, persons making the final disposition in an investigation may not be the person who made the initial allegation(s), either directly or indirectly.

- D. Dispositions and time limits. Employees shall be notified in writing of the final disposition of an investigation, including a disposition of each allegation, and the disciplinary action to be administered, if applicable, within ninety (90) days following the date the Department received the allegations that form the basis of the investigation. An extension may be granted by the Chief. The employee shall be notified in writing of any such extension, the reason for the extension, and the anticipated investigation conclusion date.

In the event an employee is notified that a final disposition of an investigation includes a finding of misconduct which may result in time off without pay, demotion, or termination, a pre-disposition hearing will be held no sooner than fourteen (14) days and no later than thirty (30) days following hand delivery to the employee of notice of the pre-disposition hearing date, time, and location unless another date for the pre-disposition hearing is otherwise mutually agreed by the employee and the Department.

- E. Access and entries into Employee Personnel Files. Employees shall, upon reasonable notice, be provided access to their own individual Internal Affairs Files (only after such investigation is completed) or Personnel files. A document adverse to an employee's employment may not be entered in their Personnel file (which is a file different from and does not include any Internal Affairs files) without the employee having first read and signed the document.

The adverse entry may be made, after the employee reads the document, even if the employee refuses to sign it. The employee's refusal to sign shall be noted on the adverse document. The employee will have fourteen (14) days from the date the employee reads and is asked to sign the adverse document within which to file a written response or comment to any adverse document entered in their personnel file. The employee's written response, if any shall be attached to and accompany the adverse document but

the adverse document shall remain in the Personnel file.

VI. Hours of Service and Overtime

The Fair Labor Standards Act (FLSA) and its regulations outline the Department's legal obligations to pay minimum wages and overtime. Nothing in this Section VI alters the calculation of employee step and grade classification, wage rate, or overtime rate. Compensation for the employee in this Section VI, where applicable, is in addition to the regular step and grade hourly rate of pay that includes any additional hourly compensation due to longevity, language facility, and the like (referred to in this Section VI. as the employee's "hourly base rate").

- A. FLSA Work Periods. Department employee overtime shall be calculated with the following FLSA work periods.

Sworn Police Officers assigned to the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) twenty-eight (28) day work period and overtime shall begin to accrue after one hundred sixty (160) hours.

Sworn Police Officers assigned to any assignment outside of the Patrol Bureau shall have their overtime calculated on an FLSA Section 7(k) fourteen (14) day period and overtime shall begin to accrue after eighty (80) hours.

Department employees who are not sworn police officers shall have their overtime calculated on an FLSA seven (7) day work period and overtime shall begin to accrue after forty (40) hours.

- B. Changes in regular work days off. If the Department fails to give an employee at least fourteen (14) calendar days' prior notice of a change to the employee's regular days off, the Department will pay the employee for all time worked at a rate of one and one-half times the employee's hourly base rate. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatch employee who had not graduated from the communication training program.
- C. Changes in Scheduled Hours. If IFPD fails to give employees at least fourteen (14) calendar days' prior notice of a change to the employee's scheduled hours, the Department will pay the employee for all time worked outside the regularly scheduled hours at the rate of one and one-half times the employee's hourly base rate. This Subsection VI.3 applies to **Sworn Police Officers, Emergency Communication Officers, and Animal Control Enforcement Officers** only. The fourteen (14) calendar days' notice required by this subsection shall not apply to a Sworn Police Officer who has not graduated from the field training program or to a Dispatcher who had not graduated

from the communication training program.

- D. **Unscheduled Hours (Shift Extensions).** All approved unscheduled hours worked by employees, such as shift extensions, shall be paid at the rate of one and one-half times the employee's hourly base rate. This Subsection VI. D applies to **Sworn Police Officers and Emergency Communication Officers only.**
- E. **Grant and Billable Details.** An employee who works an extra shift, outside of their regularly scheduled hours pursuant to a grant or billable work detail (such as airport operations, DUI saturation grants, seatbelt enforcement grants, school resource functions, etc.), shall be paid actual hours worked at a rate of one and one-half times the employee's hourly base rate. This Subsection VI.E applies to **Sworn Police Officers and Emergency Communication Officers only.**
- F. **Compensation for Court/Administrative Proceedings.** Employees shall receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Idaho, the United States or a party to a legal proceeding when the appearance is related to the employee's official duties as follows.

Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work and will be compensated accordingly.

Employees who are required to attend court or other administrative proceedings in person while off-duty will be paid a minimum of four (4) hours at the rate of one and one-half times the employee's hourly base rate. If the off-duty required personal attendance is for more than four (4) hours, then the employee shall be paid with actual time worked at the rate of one and one-half times the employee's hourly base rate. If the off-duty attendance may be accomplished by telephone or teleconference, the employee will be paid a minimum of two (2) hour at the rate of one and one-half times the employee's hourly base rate.

If the court or other administrative proceeding starts immediately at the end of the employee's regular scheduled work shift or starts before the employee's shift ends and extends past when the employee's shift is scheduled to end, the employee will be paid for the actual time worked past the end of their shift at the rate of one and one-half the employee's hourly base rate.

If the prosecutor or subpoenaing authority does not cancel the employee's appearance request forty-eight (48) hours before the court or administrative is scheduled, the employee will be paid as described in this Section VI. F, as long as they were physically able to attend the court or administrative hearing on time. It is the employee's responsibility to call the prosecutor or subpoenaing authority not less than forty-eight (48) hours prior to the scheduled court or administrative proceeding to see whether their appearance is still required.

- G. Standby. Standby is when an employee's off duty activities are restricted in such a way that they are available for an immediate return to work. Employees who are placed on standby shall be compensated with two (2) hours at the employee's hourly base rate for each twenty-four (24) hour "day" they are on standby status.
- H. Callout. Employees who have been released from their scheduled work shift and have been directed to perform work by an appropriate Bureau head or designated representative without at least twenty-four (24) hours advance notice or scheduling shall receive a minimum of two (2) hours compensation at one and one half times the employee's hourly base rate.

Off Duty who are directed to perform work at the employee's current physical location shall receive a minimum of one (1) hour compensation at one and one half times their wage rate.

- I. Compensatory Time. Employees may request compensatory time off in lieu of pay for overtime, and such compensatory time may be allowed, subject to approval of the Bureau Commander.

Employees shall not accrue more than one hundred twenty (120) hours of compensatory time. Employees who have accrued one hundred twenty (120) hours of compensatory time off, shall, for additional overtime hours worked, be compensated with pay at one and one haltime their regular rate of pay.

Utilization of compensatory time. Employees may use their compensatory time when staffing is sufficient to take time off. When there is not sufficient staffing to take time off, compensatory time can only be used if there is someone willing to cover the time for the employee. The Department will attempt to find someone willing to cover the time and will not order someone else to work so that an employee can take compensatory time off.

Employees may cash in up to eighty (80) hours of their accrued compensatory time at the end of each year by notifying the Office of the Chief between April 1 and April 30 and shall be converted in October of the same year.

Upon promotion to a higher pay classification, an employee's compensatory time shall be paid out to the employee prior to the promotion at the employee's regular rate of pay at which they earned the compensatory time.

Exempt Employees are not eligible for compensatory time.

- J. Out of Classification work. When an employee is assigned to work temporarily for forty (40) hours or more at a position in a higher pay classification, the employee shall be compensated as if they had been moved to that higher pay classification but only during the duration of the temporary assignment. The employee will have no

expectation that the temporary out of classification assignment is a promotion or is permanent.

VII. Vacation and Holidays

- A. **Vacation Time.** Vacation time is an important benefit for Police Department employees. Vacation time can help reduce stress and improve employee performance. Employees will accrue vacation at different rates based on years of service and as calculated using the method set out in the City Personnel Manual.
- B. **Holiday Compensation Time.** Sworn Police Officers, Emergency Communication Officers, and Animal Services Officers shall have one hundred twenty (120) hours of holiday time placed in their holiday bank on the first pay date of January. The one hundred twenty (120) placed in a holiday bank will be prorated based on holidays left in the year for newly hired Sworn Police Officers, Emergency Communications Officers, and Animal Control Officers.

No employee may carry a balance of more than one hundred twenty (120) hours of holiday time at any time.

Employees may cash in up to eighty (80) hours of holiday time by notifying the Office of the Chief during the month of September. The eighty (80) hours of holiday time will be paid in the second pay date of November.

Upon termination of employment due to retirement, resignation, or for any other reason and as long as the employee has sufficient hours in the holiday bank; employees will be paid out for the number of holidays that they have been employed for since the first pay date in January or their first day of employment, whichever is later, to the day of termination at the rate of 10 hours per holiday.

City Holidays are listed in the City of Idaho Falls Personnel Policy Manual

- C. **Shift Bidding**
 - a. Patrol Bureau sworn personnel assigned to Patrol Bureau will have the opportunity to bid for use of accrued vacation time and holiday time annually when the Patrol Bureau shift bid is being conducted. The shift bid is done by Department Seniority. Each officer will have the opportunity during the shift bidding process to use up to, but no more than their yearly accrual of vacation time and holiday time. At the conclusion of the shift bidding process and throughout that same calendar year, any additional holiday time or vacation time that has carried over from previous years may be used on a first come, first served basis, and only when mandatory minimum staffing requirements are met for those effected shifts.

Lieutenants and Sergeants assigned to the Patrol Bureau will bid for vacation and holiday time by Department seniority according to the date of promotion with respect to their rank. This Subsection VII.C.a applies to the **Patrol Bureau Sworn Police Officers** only.

- b. Investigations and Special Operations Bureau sworn police officer personnel assigned to the Investigations Bureau will have the opportunity to bid for vacation time and holiday time annually based on their Time on Team Seniority. Officers assigned to the Investigations and Special Operations Bureau may bid up to, but no more than their yearly accrual of vacation time and holiday time during this process. At the conclusion of the vacation bid process any additional holiday time or vacation time that has carried over from previous years may be used on a first come first served basis according to minimum staffing requirements within the Investigations Bureau.

Lieutenants and Sergeants assigned to the Investigations and Special Operations Bureau will bid for vacation time and holiday time by Department Seniority according to the date of promotion with respect to their rank. This Subsection VII. C. b. applies to the investigations employees and Special Operations Bureau Sworn Police Officers only.

VIII. Promotions

Promotions in the Department shall be upon job performance and competitive examinations. All candidates for a promotion must meet the job requirements for the position during the testing cycle. Candidates will not be eligible for promotion until the minimum time requirements for the position have been met. Written examination(s) may be given as often as needed, as determined by the Chief, in order to establish a viable eligibility list. A minimum written test score appropriate for each examination will be determined and announced at least fourteen (14) days prior to the examination date. Notice of openings for promotions shall be posted on the Department of Human Resources web page at least fourteen (14) days prior to the date upon which the written examination for the position shall be conducted. This Subsection VIII applies to Sworn Police Officers only.

Tests and consideration for promotional placement may include a written examination, assessment center, and staff evaluations. The methods used and weight to be given grades in each area utilized will be determined by the Chief and announced at least fourteen (14) days prior to the date upon which the examination is to be given.

Where two (2) or more applicants for promotion receive identical grades, their ranking on the eligible list shall be determined by preference given to employment seniority.

The total number of persons allowed to participate in the Department assessment process shall be determined in advance by the Chief. If there are more applicants than the number

of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.

The finished candidate for promotion ranking will form an eligibility list for promotion to the position and will apply to all current openings existing at the time the list is established. The Chief will select, at the Chief's discretion, from the top three (3) candidates on the promotional eligibility list for a period of one (1) year following the initial promotions. Any promotion(s) made following the initial promotions for openings existing at the time the list is established will be subject to and dependent upon an interview and re-evaluation by the Chief of Police based upon the candidate's then-current performance and any pending internal investigations. At the Chief's sole discretion, the promotional eligibility list may be utilized for promotions for up to one (1) additional year following the expiration of the initial one (1) year period the promotion eligibility was established.

IX. Seniority

Seniority shall be applied as described in Section VII for shift bidding and vacation bidding and as described in Section VIII for breaking ties in promotions. Seniority shall not be used for any other purpose in this Police Personnel policy.

X. Grievance Procedure

Purpose.

The purpose of this grievance procedure is to maintain a productive, cooperative, efficient and experienced work force, thereby enhancing the public welfare; to not unjustifiably terminate or treat employees inappropriately; to afford the City administrative staff and employees opportunity to resolve errors, disputes, without the need for judicial intervention. This grievance procedure is the exclusive procedure to be applied to Department sworn officers. All other Department employees shall utilize grievance procedures set out in City personnel policy manual. .

Grievance Defined.

"Grievance" is any complaint by a regular employee who is subject to this Grievance Procedure and related to the following:

1. A disciplinary action applied to an employee,
2. Action taken by an employee which results in unfair or discriminatory treatment, inequity, or arbitrary or capricious action relative to another employee, based on a legally protected status,
3. Any interpretation or dispute regarding the terms and conditions of this Policy, or
4. Retaliation or recrimination as result of any action by a superior that violates public policy or law.

No Retaliation.

An employee who files a grievance shall be free from restraint, interference, discrimination, or reprisal by the City, its officers or employees, for having filed a grievance.

Privacy.

All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public to the extent allowed by the Idaho Code (especially Title 74, Chapter 1 commonly known as the "Idaho Public Records Act"). An employee who files a grievance may obtain copies of records related to a grievance pursuant to the Idaho Public Records Act.

Commencing a Grievance.

Every employee is encouraged not to file a grievance until after he or she has made a reasonable effort to resolve the subject matter of the grievance with his or her immediate supervisor or other person against whom the grievance could be filed. Examples of reasonable effort include: meeting informally with the person(s) affected to discuss the matter; engaging a supervisor to assist in resolving a matter; suggesting a compromise or resolution; self- assessment; reviewing a policy with a peer or supervisor to clarify expectations.

A grievance shall be commenced by filing the grievance with the Chief of Police. Such grievance shall be in writing and shall contain the following:

1. The name and job classification of the grievant;
2. The date of the alleged action(s) or omission(s) which form the basis of the grievance;
3. A statement of the facts, materials, and arguments supporting the grievance;
4. A list of all articles, sections, or rules of the Department, City policy, or law which are alleged to have been violated; and
5. The remedy or resolution sought.

Failure of the City to comply with the time limits specified in this grievance process shall automatically and immediately advance the grievance to the next Step in the grievance process. Failure of a grievant to comply with the time limits specified in this grievance policy automatically and immediately results in the denial of the grievance.

The time limits herein stated may be extended only by prior written mutual agreement of the parties. Grievance Process:

Step 1. Chiefs review. The grievance process shall be initiated by submitting the written grievance to the Chief of Police within fourteen (14) days following the disputed grieved action or inaction or the date that the employee knew or should have known of the action or inaction, whichever is earlier. This requirement is meant to encourage prompt reporting

and resolution of the matter grieved.

Within fourteen (14) days following the Chief's receipt of the written grievance, the Chief shall meet with the grievant (and his or her representative, if requested) to discuss the grievance. The Chief shall provide a written response to the grievant within fourteen (14) days following such meeting.

Step 2. Mayor's review. If the grievant does not agree with the Chief's response in Step 1, the grievance may be submitted by the grievant to the Mayor within fourteen (14) days following the Chief's response. Within fourteen (14) days following receipt of the grievance and materials from Step 1, the Mayor shall provide a written response to the grievant.

Step 3. Independent review. If the grievant does not agree with the Mayor's response in Step 2, the grievance may be submitted for independent third-party review in the following manner: Within twenty-one (21) days following the grievant's receipt of the Mayor's response in Step 2, the grievant shall deliver a written request for independent review to the City Human Resources (HR) Director. The grievant and the HR Director shall meet to select an independent reviewer from a list of qualified reviewers within fourteen (14) days following the receipt of the demand for the grievant for such review.

The HR Director shall maintain a list of not less than five (5) qualified independent reviewers. If the parties are unable to agree upon an independent reviewer, the HR Director and grievant shall alternately strike a name from the list (the first to strike a name shall be determined by coin flip) until the name of only one (1) individual from the list remains. The remaining person shall be the independent reviewer for the grievance.

The independent reviewer shall be selected and engage within fourteen (14) days following a meeting between the grievant and the HR Director to select a reviewer. The review will commence within fourteen (14) days following the reviewer's receipt of grievance material provided by the HR Director. The failure of the reviewer to commence and to complete review within the time periods established shall result in selection of a new reviewer, who will proceed with the process outlined in this Step 3 until a review is completed.

The scope of review by the independent reviewer in Step 3 shall be limited to whether the action taken against the grievant was or resulted in something unfair, discriminatory, inequitable, arbitrary, or capricious, based upon 1. A legally protected status, or 2. whether any Department or City policy was vague, subject to misinterpretation, or erroneously or wrongly applied to the grievant. The reviewer shall have no authority to rule contrary to, expand upon, or eliminate any terms or conditions of a Department policy or City Personnel Policy.

The grievant and the City may submit materials and/or testimony in support of their relative positions, the weight, materiality, and persuasiveness of which shall be determined solely by the reviewer. The reviewer may request additional information or clarification of any party or person and may independently research the matter; however, the reviewer shall have no authority to compel production of any information nor have the

authority to compel the presence of testimony of any person. The reviewer shall not attribute any adverse motive or inference to materials not proffered by the grievant or the City.

The reviewer shall be requested to provide the parties with a written statement of relevant criteria and standards and a decision justifying the reviewer's decision regarding the grievance within thirty (30) days of commencement of the review.

An informal group comprised of the Chief of Police, a representative from the HR Department and a representative from the City Attorney's office will meet to confer about the reviewer's decision within fourteen (14) days following the City's receipt of the decision (to consider it and take action, if any, deemed appropriate).

XI. Boot and Cleaning Allowance

All Department members who are required by the Chief to maintain and be in an official Department uniform as part of their employment shall receive four hundred fifty dollars (\$450) annually to be paid on the first pay period of July, if employed on such date. This Subsection XI applies to **Sworn Police Officers, Animal Control and Code Enforcement employees** only.

XII. Career Path

The Department will develop and promote a Career Path Program whose purpose is to develop highly motivated, educated and skilled **Police Officers, Sergeants, Lieutenants, Captains, Emergency Communications Officers I, II and III**. This program is intended to encourage and reward these employees for improving and expanding their law enforcement skills. The Career Path Program will be designed to be available to participants who have received an overall acceptable or better on their two (2) most recent performance evaluations. The Career Path Program will be proposed to consist of four (4) categories of achievement: education, leadership, physical fitness, and skills. This Subsection XII applies to **Sworn Police Officers, Animal Services Officers, and Emergency Communication Officers** only.

XIII. Peace Officer Standards and Training (POST) Certificate Pay

The State of Idaho requires both Sworn Police Officers and Emergency Communication Officers to be certified by Idaho POST with a basic certificate. The State then also defines requirements for advanced training and experience to qualify for additional POST certificates. Sworn Police Officers and Emergency Communications Officers will have a percentage added to their standard hourly rate for their highest earned certificate as follows:

D. Intermediate Certificate	1.5%
E. Advanced Certificate	2.25%
F. Supervisor Certificate	3%

G. Management Certificate	3%
H. Master Certificate	3%

XIV. Language Pay

As the Idaho Falls Police Department serves a diverse community with many primary languages, each employee qualifying as fluent in American Sign language (ASL), or any of the following spoken languages: Spanish, German, French, Mandarin, Russian, or Portuguese shall be paid a maximum of three (3%) percent added to their standard hourly rate.

XV. Police Employee Association Business

Regular employees elected to an office within an employee association or selected by an employee's association for the purpose of any grievance meeting or presentation of new recommendations, upon notification of the Chief, shall be granted time off to perform such duties with no loss of pay to the employee, provided such meetings or duties shall not required the employee to leave the City or indulge in any other meetings or business not to exceed a maximum of four (4) people at any one time.

XVI. Occupational Injury

The Idaho Falls Police Department shall follow City Personnel Policy 440 Safety and Workers Compensation with the following exceptions and clarifications for Sworn Law Enforcement, Animal Control, and Code Enforcement Officers as described below.

Accident on Duty (AOD) Eligibility for Sworn Law Enforcement, Animal Control, and Code Enforcement Officers

Sworn Law Enforcement, Animal Control, and Code Enforcement Officers will receive Accident on Duty (AOD) pay immediately after the accident for injuries that qualify under the Workers' Compensation Statute and when the Officer is unable to return to work due to medical restrictions. For all other Police Department employees, AOD pay will begin after the five (5) calendar day waiting period as identified in Idaho Code and City Policy.

If the injured employee is released to full duty with no restrictions, the employee shall report back to their immediate supervisor and return to their previously assigned position.

If the injured employee is not released back to work in any capacity, the employee will be placed on a four (4) shifts, ten (10) hour schedule, Monday through Thursday from 0800 to 1800 hours. The employee's time shall be coded as "Accident on Duty (AOD)" until they are released to return to duty with or without restrictions.

If the injured employee is released to return to work with restrictions, the employee shall report to their Commanding Officer the next business day. The employee will be assigned to a schedule of four (4) shifts, ten (10) hour schedule that meets the operational needs of the

Department and offered a light duty assignment in accordance with the IFPD modified duty policy. All restrictions required for the employee must be documented and explicit in an order or note from a qualified medical provider. If an employee disagrees with the light duty restrictions provided by a qualified medical provider, the employee must promptly return to the medical provider to obtain updated or revised medical documentation. The City will rely on the most recent restrictions provided by a qualified medical provider. In the absence of updated documentation, the City will proceed according to the current medical certification on file.

Schedule changes resulting from this policy are exempt from VI. A. and VI. B. notice requirements for changes in schedule. Once a modified duty schedule is established, any subsequent schedule changes must comply with the VI. A. and VI B. requirements.

If the injured employee is a Sworn Law Enforcement Officer and is not released to duty in some capacity before the end of the fifty (50) calendar day limit of AOD under the city policy, the city will comply with Idaho Code Title 72-1104, allowing for a continuation of AOD under the specific circumstances defined by that code.



Memorandum

File #: 26-227

City Council

DATE: Wednesday, June 17, 2026

AGENDA: Regular

FROM: Chris Fredericksen

DEPARTMENT: Idaho Falls Power

Title

IFP 26-19 South Tourist Park Path Lighting - Bid Rejection

- | | |
|--|---|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Quasi-Judicial Public Hearing | <input type="checkbox"/> Legislative Public Hearing |
| <input type="checkbox"/> Confirmation/Consent/Acceptance | <input checked="" type="checkbox"/> Approval/Authorization/Ratification |

Action(s) Requested:

Reject all bids received for the South Tourist Park Path Lighting System project, pass a resolution declaring that the goods can be procured more economically by purchasing goods and services on the open market, and grant staff authority to negotiate for completion of the work on open market (or take other action deemed appropriate).

Description, Background Information, Purpose:

Idaho Falls Power received a total of four bids for the path lighting system. Upon evaluation, each proposal was found to have critical deficiencies, categorized below:

Bidder	Status	Evaluation
Armstrong Electric	Non-Responsive	Late Submission: Received after the official deadline.
Wheeler Electric	Non-Responsive	Incomplete: The bid did not include any unit pricing and was not signed by an authorized representative.
Arco Electric	Error in bid and Non-awardable.	Mathematical Error: Contains a calculation error that invalidates the total bid price. Over Budget: Even with corrections made to the bid price, the bid price far exceeds the approved budget allocated for this project.
Kesler Companies	Responsive but Non-awardable	Over Budget: The bid price far exceeds the approved budget allocated for this project.

It is recommended that all current bids be rejected and that the work be negotiated on the open market.

This item has been reviewed by the City's Legal & Municipal Services Departments.



Engineer's Estimate & Bid Tabulation

South Tourist Park Path Lighting

Quotation #: IFP 26-19

Item No.	Description	Estimated Quantity	Unit	Unit Price		Total Amount		Wheeler Electric		Kesler Companies		Armstrong Electric		Arco Electric	
				Dollars	Cts	Dollars	Cts	Dollars	Cts	Dollars	Cts	Dollars	Cts	Dollars	Cts
BASE BID															
1	TRENCH & BACKFILL W/CONDUIT PLACEMENT	2,229	L.F.	\$12.00		\$26,748.00		\$0.00	\$30.00	\$66,870.00	\$10.00	\$22,290.00	\$10.00	\$22,290.00	
2	DIRECTIONAL BORE W/CONTINUOUS DUCT PLACEMENT	195	L.F.	\$35.00		\$6,825.00		\$0.00	\$38.40	\$3,952.00	\$40.00	\$6,200.00	\$16.75	\$2,696.25	
3	FURNISH & INSTALL 2" PVC SCHEDULE 40 CONDUIT	2,344	L.F.	\$7.00		\$16,408.00		\$0.00	\$9.60	\$22,562.40	\$2.60	\$6,094.40	\$9.00	\$21,096.00	
4	FURNISH & INSTALL 3" PVC SCHEDULE 40 CONDUIT	150	L.F.	\$12.00		\$1,800.00		\$0.00	\$25.20	\$3,780.00	\$2.30	\$345.00	\$25.00	\$3,750.00	
5	FURNISH & INSTALL 2" SECONDARY RISER	3	EA.	\$500.00		\$1,500.00		\$0.00	\$936.00	\$2,808.00	\$800.00	\$2,400.00	\$851.00	\$2,553.00	
6	FURNISH & INSTALL 3" SECONDARY RISER	1	EA.	\$600.00		\$600.00		\$0.00	\$1,080.00	\$1,080.00	\$950.00	\$950.00	\$3,015.00	\$3,015.00	
7	FURNISH & INSTALL #10/4 SECONDARY WIRE (LIGHTING)	2,288	L.F.	\$6.00		\$13,728.00		\$0.00	\$3.96	\$9,060.48	\$4.96	\$11,325.60	\$6.00	\$13,728.00	
8	INSTALL 12 FT DIRECT BURY FIBERGLASS POLE (PROVIDED)	19	EA.	\$274.00		\$5,206.00		\$0.00	\$2,202.00	\$41,838.00	\$600.00	\$11,400.00	\$1,975.00	\$37,525.00	
9	INSTALL LED LUMINAIRE & REFRACTOR (ACORN) (PROVIDED)	19	EA.	\$275.00		\$5,225.00		\$0.00	\$60.00	\$1,140.00	\$300.00	\$5,700.00	\$149.00	\$2,831.00	
10	INSTALL QUARTZITE JUNCTION BOX (PROVIDED)	24	EA.	\$55.00		\$1,320.00		\$0.00	\$450.00	\$10,800.00	\$150.00	\$3,600.00	\$226.00	\$5,424.00	
11	INSTALL "MYERS" SERVICE CABINET - DUAL METER (PROVIDED)	1	EA.	\$3,000.00		\$3,000.00		\$0.00	\$3,600.00	\$3,600.00	\$1,800.00	\$1,800.00	\$970.00	\$970.00	
12	FURNISH & INSTALL 2" BELL-ENDS	84	EA.	\$13.00		\$1,092.00		\$0.00	\$6.00	\$504.00	\$33.00	\$2,840.00	\$11.00	\$924.00	
13	FURNISH & INSTALL 3" BELL-ENDS	2	EA.	\$14.00		\$28.00		\$0.00	\$6.00	\$12.00	\$50.00	\$100.00	\$43.00	\$86.00	
14	FURNISH & INSTALL FLOOD SEAL CONNECTORS	40	EA.	\$50.00		\$2,000.00		\$0.00	\$150.00	\$6,000.00	\$125.00	\$5,000.00	\$200.00	\$8,000.00	
15	MOBILIZATION	1	L.S.	\$2,500.00		\$2,500.00		\$0.00	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00	\$17,850.00	\$17,850.00	
16	SALES & USE TAX (6%)					\$2,250.00			\$2,250.00	\$2,250.00		\$2,250.00		\$2,250.00	
TOTAL						\$88,830.00			\$99,657.00	\$190,196.88		\$83,895.00		\$144,588.25	

* Bid shows \$20,096

Non-responsive: No signature. No unit prices. Non-responsive: Received at 1:02 pm. *Mathematical error in bid

Eng. Est. vs Kesler Companies			
	Unit Price	Total Amount	
	Dollars Cts	Dollars Cts	
Diff. %	Diff \$	Diff \$	
250%	\$18.00	\$40,122.00	
110%	\$3.40	\$6,527.00	
117%	\$2.60	\$6,094.40	
210%	\$13.20	\$1,980.00	
187%	\$436.00	\$1,308.00	
180%	\$480.00	\$480.00	
60%	-\$2.04	-\$4,667.52	
804%	\$1,928.00	\$36,632.00	
22%	-\$215.00	-\$4,085.00	
818%	\$395.00	\$9,480.00	
120%	\$600.00	\$600.00	
46%	-\$7.00	-\$588.00	
43%	-\$8.00	-\$16.00	
300%	\$100.00	\$4,000.00	
480%	\$9,500.00	\$9,500.00	
		\$2,250.00	
214%		\$101,366.88	

Eng. Est. vs Arco Electric			
	Unit Price	Total Amount	
	Dollars Cts	Dollars Cts	
Diff. %	Diff \$	Diff \$	
83%	-\$2.00	-\$4,458.00	
48%	-\$16.25	-\$2,828.75	
120%	\$2.00	\$4,688.00	
208%	\$13.00	\$1,950.00	
170%	\$351.00	\$1,053.00	
303%	\$2,415.00	\$2,415.00	
100%	\$0.00	\$0.00	
721%	\$1,701.00	\$32,319.00	
54%	-\$126.00	-\$2,394.00	
411%	\$171.00	\$4,104.00	
22%	-\$2,330.00	-\$2,330.00	
85%	-\$2.00	-\$168.00	
307%	\$29.00	\$88.00	
400%	\$150.00	\$6,000.00	
714%	\$15,350.00	\$15,350.00	
		\$2,250.00	
163%		\$56,768.25	

Kesler Companies vs. Arco Electric			
	Unit Price	Total Amount	
	Dollars Cts	Dollars Cts	
Diff. %	Diff \$	Diff \$	
		\$20.00	\$44,580.00
		\$21.65	\$3,355.75
		\$0.00	\$1,448.40
		\$0.20	\$30.00
		\$85.00	\$255.00
		-\$1,935.00	-\$1,935.00
		-\$2.04	-\$4,667.52
		\$227.00	\$4,313.00
		-\$89.00	-\$1,691.00
		\$224.00	\$5,376.00
		\$2,830.00	\$2,830.00
		-\$5.00	-\$420.00
		-\$37.00	-\$74.00
		-\$50.00	-\$2,000.00
		-\$5,850.00	-\$5,850.00
		\$2,250.00	\$2,250.00
		\$47,858.63	\$47,858.63

IDAHO FALLS POWER PROVIDED MATERIALS					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
				Dollars Cts	Dollars Cts
1	12 FT DIRECT BURY FIBERGLASS POLE	19	L.F.	\$445.00	\$8,455.00
2	LED LUMINAIRE & REFRACTOR (ACORN)	19	EA.	\$792.00	\$15,048.00
3	QUAZITE JUNCTION BOX	24	L.F.	\$275.00	\$6,600.00
4	"MYERS" SERVICE CABINET - DUAL METER	1	L.F.	\$5,511.00	\$5,511.00
5	RESIDENTIAL LED LUMINAIRE AND PHOTO EYE (ONLY)	8	EA.	\$118.96	\$951.68
6	MAST ARM - STREET LIGHT (ONLY)	8	L.F.	\$173.62	\$1,388.96
3	2" SECONDARY RISER	3	EA.	\$153.28	\$459.84
4	3" SECONDARY RISER	1	EA.	\$174.57	\$174.57
7	1/0 AL TRIPLEX SECONDARY WIRE (SERVICE)	150	L.F.	\$1.18	\$177.00
TOTAL					\$38,766.05

IDAHO FALLS POWER LABOR					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
				Dollars Cts	Dollars Cts
1	RESIDENTIAL LED LUMINAIRE AND PHOTO EYE (ONLY)	8	EA.	\$273.95	\$2,191.60
2	MAST ARM - STREET LIGHT (ONLY)	8	EA.	\$547.90	\$4,383.20
3	2" SECONDARY RISER	3	EA.	\$136.98	\$410.94
4	3" SECONDARY RISER	1	EA.	\$136.98	\$136.98
5	LABOR TEAR DOWN POLES (EA)	1	EA.	\$547.90	\$547.90
5	LABOR TEAR DOWN OH CONDUCTOR (L.F)	753	EA.	\$0.55	\$414.15
6	1/0 AL TRIPLEX SECONDARY WIRE (SERVICE)	150	L.F.	\$1.37	\$205.50
TOTAL					\$8,290.27

GRAND TOTAL					\$135,886.32
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Memorandum

File #: 26-226

City Council

DATE: Wednesday, June 17, 2026

AGENDA: Regular

FROM: Chris Canfield, Public Works Director

DEPARTMENT: Public Works

Title

Sewer Service Cooperative Agreement Extension with Iona Bonneville Sewer District (IBSD)

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approval of the Service Agreement Extension Authorization and authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:

The existing Cooperative Sewer Service Agreement between the City of Idaho Falls and IBSD will expire on June 30, 2026. If approved, this proposed Agreement will extend the existing cooperative agreement under the same terms and conditions until September 30, 2026. IBSD staff changes and future sewer service plans have delayed the development of a new cooperative agreement.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

26-226

AGREEMENT TO EXTEND COOPERATIVE AGREEMENT FOR SEWER SERVICES BETWEEN IDAHO FALLS IDAHO AND IONA BONNEVILLE SEWER DISTRICT

THIS AGREEMENT TO EXTEND COOPERATIVE AGREEMENT FOR SEWER SERVICES BETWEEN IDAHO FALLS AND IONA BONNEVILLE SEWER DISTRICT, is made this _____ day of June 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 (hereinafter referred to as "CITY"), and the Iona Bonneville Sewer District, a municipal cooperation of The State of Idaho, whose address is 550 Linden Dr., Idaho Falls, Idaho 83401 (hereinafter "IBSD").

WITNESSETH:

WHEREAS, CITY and IBSD has a longstanding relationship for sewage treatment, memorialized from time to time into a Cooperative Agreement.

WHEREAS, CITY and IBSD's most recent agreement was entered into on July 8, 2021; and

WHEREAS, the sewage treatment Cooperative Agreement of July 8, 2021 is scheduled to expire June 30, 2026; and

WHEREAS, CITY and IBSD wish to extend the Cooperative Agreement in order to develop a new cooperative agreement between the two parties.

NOW, THEREFORE, the parties agree as follows:

1. Cooperative Agreement for Sewage Services between Idaho Falls and Iona Bonneville Sewer District dated June 30, 2026, shall be extended under the same terms and conditions therein for a period of three (3) months, expiring midnight September 30, 2026. The parties mutually pledge to come together in good faith in order to work toward the creation and execution of a new cooperative agreement for sewage treatment services between the parties.

DATED this _____ day of _____, 2026.

ATTEST:

CITY OF IDAHO FALLS

Linda Lundquist, City Clerk

By _____
Lisa Burtenshaw, Mayor

IONA BONNEVILLE SEWER DISTRICT

By: _____
Brady Belliston, Board Chairman

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2026, before me, the undersigned, a notary public for Idaho, personally appeared Lisa Burtenshaw, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she 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.

(Seal)

Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
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 Brady Belliston, known to me to be the Chairman of the Board of the Iona Bonneville Sewer District, the municipal corporation that executed the foregoing document, and acknowledged to me that such District executed the same.

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

(Seal)

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



Memorandum

File #: 26-195

City Council

DATE: Friday, May 22, 2026

AGENDA: Regular

FROM: Chris Canfield, Interim Public Works Director

DEPARTMENT: Public Works

Title

2026 Revised Storage Water Lease Agreement with the City of Pocatello

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve the Water Rights Lease Agreement with the City of Pocatello to lease 2,069.9 acre-feet of water for a total amount of \$121,296.14 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 lease agreement, if approved, will allow the City of Idaho Falls to fulfill groundwater mitigation needs for the current water year.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

26-195

2026 REVISED STORAGE WATER LEASE AGREEMENT

This Revised Lease Agreement is made and entered into between the CITY OF POCA TELLO, a municipal corporation of Idaho whose address is P.O. Box 4169, Pocatello, Idaho 83205, hereinafter referred to as “Pocatello” or “Lessor”, and the CITY OF IDAHO FALLS, a municipal corporation of Idaho whose address is P.O. Box 50220, Idaho Falls, ID 83405, hereinafter referred to as “Lessee”:

1. Purpose. Lessee desires to lease storage water from Lessor for the purposes of supplying its proportionate share of the Cities’ mitigation obligation specified in the *Settlement Agreement Between the Surface Water Coalition, Participating Members of the Idaho Ground Water Appropriators, Inc., and Signatory Cities (“Final Settlement Agreement”)*.
2. Term. The term of this Lease shall commence upon execution of this Lease Agreement, and terminate on April 30, 2027.
3. Leased Property. In accordance with Exhibit 2 (attached), Lessor hereby leases to Lessee and Lessee hereby leases from Lessor **2,069.9 acre-feet**¹ of Lessor's water stored in Palisades Reservoir pursuant to Contract No. 14-06-100-1825. Pursuant to the terms described in paragraph 4 below, and the mitigation volumes reflected in Exhibit 2, the total amount owed by Lessee is **\$121,296.14**.
4. Rent and Fees. The Lessee agrees to pay rent for storage water and certain fees (some of which are set forth in the 2025 Idaho Department of Water Resources (IDWR) Water District 01 Rental Pool Procedures (the “Rental Pool Rules”), in the following amounts:
 - a. The rent for the leased water is \$33.00 per acre-foot (for a total of \$68,306.70).
 - b. The fees for this Lease are:
 - i. \$20.00 per acre-foot for the City of Pocatello’s administrative costs (for a total of \$41,398.00);
 - ii. The “Administrative Fee” (defined in WD01 Rental Pool Procedure 2.3 and quantified in Procedure 6.4) of \$2.30 per acre-foot (for a total of \$4,760.77) charged by Water District 01;

¹ The volume of mitigation water for which Lessee is responsible to satisfy its proportional amount of the Final Settlement Agreement is determined by the allocation methods reflected in Exhibit 2 to the Revised ESPA City Agreement for Allocation of Mitigation Obligations under the Final Settlement Agreement (“Cities’ Allocation Agreement”), which is attached hereto. The City of Idaho Falls’ original allocation of mitigation was 2,530 acre-feet, however, the City of Idaho Falls will receive credit for city park conversions totaling 460.1 acre-feet. As a result, the required lease amount is reduced by 460.1 acre-feet to 2,069.9 acre-feet.

- iii. The “Board Surcharge” (defined under Rental Pool Rule 2.10) charged by the Idaho Water Resource Board (“IWRB” or “Board”) (for a total of \$6,830.67) which is equal to 10% of the total rental price;

Payment of the above rents and fees from Lessee shall be received by Lessor no later than August 1, 2026.

- c. Any rent or administrative fees not paid by August 31, 2026 shall bear interest at the rate of 12% per annum until paid.
 - d. While fixed for the term of this Lease, the rent and fees are subject to change in the future at the discretion of the responsible entity.
5. Conditions of Lease. This Lease Agreement shall be subject to the following conditions:
- a. Lessee shall pay the annual agreed upon price to Lessor for the leased water.
 - b. Lessee agrees that the leased amount shall be consistent with paragraph 5.c.
 - c. Lessor shall ensure the leased amount is assigned to IWRB for recharge or, if the circumstance arises, to a member(s) of the Surface Water Coalition for irrigation.
 - i. However, and notwithstanding the foregoing, Lessor is released from ensuring the leased amount is made available to IWRB for recharge in the event of an Act of God, or as a result of actions by the U.S. Bureau of Reclamation (BOR), the Committee of Nine, or the Water District 01 imposing restrictions on Lessor’s use of its storage water.
 - ii. If such conditions arise making it impossible for Lessor to ensure IWRB recharges the leased amount, Lessor shall return any of the Lessee’s funds collected pursuant to this Lease Agreement.
 - d. This Lease Agreement shall be contingent upon any approvals of the Committee of Nine, Water District 01, IDWR, BOR, or any other entity as may be required by state or federal law.
6. Non-Use by Lessor. Lessor covenants that it will not divert or otherwise utilize the water leased to Lessee pursuant to this Lease Agreement during the term of this Lease.
7. Use by Lessee. During the term of this Lease, Lessee will not divert or utilize the leased water except for recharge as provided for under the *Final Settlement Agreement*.
8. Representations by Lessor. Lessor covenants and represents that it is the true and lawful owner of the storage water which is the subject of this Lease Agreement, that this water right under which the water stored has not lapsed, been abandoned, or forfeited, either in whole or in part, and that nothing restricts or precludes Lessor from entering into this Lease Agreement and Lessee utilizing the described storage water.

9. Breach. In the event either party breaches this Lease Agreement and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect any or all of the following cumulative remedies:
 - a. To terminate this Lease Agreement;
 - b. To seek specific performance of this Lease Agreement;
 - c. To recover any damages arising out of the breach;
 - d. To pursue any and all other remedies under Idaho law by reason of such breach.
10. Assignment. This Lease Agreement may not be assigned by Lessee without the express written consent of Lessor.
11. Choice of Law. The terms and provisions of this Lease Agreement shall be construed in accordance with the laws of the State of Idaho. Any required mediation and arbitration shall occur in Bannock County, Idaho. Jurisdiction and venue for any litigation shall be in the District Court of the State of Idaho in Bannock County.
12. Attorney Fees. In the event of any arbitration or litigation over this Lease Agreement the prevailing party shall be entitled to recover reasonable attorney fees and costs.
13. Binding Effect. This Lease Agreement shall be binding upon the respective heirs, successors and assigns of the parties.
14. Notice. All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
Attn: Legal Dept.
P.O. Box 4169
Pocatello, ID 83205

LESSEE: City of Idaho Falls
Attn: Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
P.O. Box 50130
Idaho Falls, Idaho 83402

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

DATED this ____ day of _____ 2026.

LESSEE:

CITY OF IDAHO FALLS, IDAHO

By: _____

Title: _____

Attest: _____

Printed Name: _____

Title: _____

LESSOR:

CITY OF POCA TELLO, IDAHO

By: _____

Mark Dahlquist, Mayor

Attest: _____

Konni Kendell, City Clerk



Memorandum

File #: 26-211

City Council

DATE: Tuesday, June 9, 2026
FROM: Zachary Jones, City Attorney

AGENDA: Regular
DEPARTMENT: City Attorney

Title

Resolution to Waive Certain 2026 Fourth of July Fees.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve the Resolution to waive certain 2026 Fourth of July fees for services performed by the City of Idaho Falls to assist in the free, public Fourth of July activities and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:

The City of Idaho Falls has been a long-term supporter and partner for the Fourth of July celebrations that occur within the City during the holiday. This annual resolution waives certain City fees that would otherwise be charged to the community groups and businesses that are sponsoring and organizing the 2026 Community Fourth of July Celebration. The labor and equipment for this event are donated by the Idaho Falls Public Works, Idaho Falls Power, and Parks and Recreation Departments. The estimated cost to the City is \$9,095.92 (Parks and Recreation Department), \$1,145.04 (Idaho Falls Power), and \$30,354.24 (Public Works Department) for a total of \$40,595.17. Services provided by the City’s Police and Fire Departments to support these events, though significant, are not calculated here as fees are not typically charged for the City’s public safety services.

This item has been reviewed by the City’s Legal & Municipal Services Departments. Public Works, Idaho Falls Power, and the Parks and Recreation Department have reviewed and approved the estimated costs contained in the Resolution.

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2026 COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Fourth of July is a special time that allows citizens to celebrate the heritage of American freedom initiated by the signing of the Declaration of Independence; and

WHEREAS, Independence Day has been celebrated since the creation of Idaho Falls as a city; and

WHEREAS, the City of Idaho Falls has gained wide notoriety through the sustained and community-wide Fourth of July celebration; and

WHEREAS, the Fourth of July and associated Freedom Festival is a point of civic pride and an event that brings people together; and

WHEREAS, for many years the City has supported Freedom Celebration and Fourth of July fireworks by providing emergency and support services to accommodate the large crowds that gather by the Snake River setting for the fireworks; and

WHEREAS, the Council wishes to continue to provide necessary and appropriate services and support of the community-wide celebration and fireworks show as the event changes location; and

WHEREAS, the City, in support of the community's enjoyment of fireworks, desires to waive certain fees for services performed in July of 2026, which normally would be required for services; and

WHEREAS, the City desires to provide the necessary City services to accommodate large crowds, transportation, ingress and egress to the fireworks viewing sites, and general public safety measures at no cost.

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

1. The City waives the following fees at the currently established City rates, as indicated below:

2026 4th of July Fee Waivers

Public Works – Street Division		
SERVICE		QUANTITY or COSTS
Fireworks Barricades – Flat Bed		\$ 12,522.60
Fireworks Barricades – Pick Up (Set up)		\$ 476.56
Fireworks Barricades – Pick Up (During/After)		\$ 1,429.68
Fireworks Barricades – Loader and Backhoe (Set up)		\$ 756.56
Fireworks Barricades – Loader and Backhoe (During/After)		\$ 1,134.84
Fireworks Barricades – Message Boards		\$ 4,800.00
Fireworks Barricades – Patch Truck		\$ 1,116.40
Fireworks Barricades – Barrier Delivery (Backhoe)		\$ 945.70
Fireworks Barricades – Barrier Delivery (Dump Truck)		\$ 2,382.80
Fireworks Cleaning – Sweeper (Before)		\$ 221.48
Fireworks Cleaning – Sweeper (After)		\$ 442.96
Fireworks Sand – Loader		\$ 94.57
Fireworks Sand – Dump Truck		\$ 209.14
Total		\$26,533.29
Public Works – Sanitation Division		
SERVICE		QUANTITY or COSTS
Employee #1, 2, 3	Deliver 150 - 95 gals	\$ 565.50
Employee #4	Deliver 6 - 30yd's	\$ 247.50
Employee #1, 2, 3	Remove 150 - 95 gals	\$ 754.00
Employee #4	Dump & Remove 6 - 30yd's	\$ 288.75
	5 - 30yd's	\$1,712.75
	1 - 30yd's (cardboard)	\$ 252.45
Total		\$3,820.95
COMBINED TOTAL: \$30,354.24		

Parks and Rec		
SERVICE/STAFF HOURS		QUANTITY or COSTS
Delivery/Set Up Trash Containers and Picnic Tables		
	Park Manager	\$ 370.00
	Park Operator	\$ 197.76
	2 Seasonal Staff	\$ 210.12
	2 Pick Up Trucks with Trailers	\$ 395.52
	96 Picnic Tables	\$1,119.61
	3 Pick-Up Trucks with Trailers	\$ 593.00
Garbage and Porta-Potty Maintenance		
	Park Manager	\$ 138.75
	2103 Operator	\$ 100.64
	2103 3 hrs	\$ 185.40
	6 Seasonal Staff	\$ 629.33
	3 OHV Mules	\$ 667.44

Pick-up truck	\$ 74.16
Event Clean Up	
Park Manager	\$ 370.00
Park Operator	\$ 197.76
2 Seasonal Staff	\$ 210.12
2 Pick Up Trucks with Trailers	\$ 395.52
96 Picnic Tables	\$1,119.61
3 Pick-Up Trucks with Trailers	\$ 593.28
2103 Operator	\$ 167.73
2103 5 hrs	\$ 412.00
7 Seasonal Staff	\$ 412.00
3 Full Time Staff	\$ 458.92
Cleaning Supplies and Trash Can Liners	\$ 77.25
TOTAL	\$9,095.92

Idaho Falls Power	
SERVICE	QUANTITY or COSTS
Disconnect/Reconnect Street Lighting – 2 Employees/6hrs	\$1,145.04
TOTAL	\$1,145.04

ADOPTED and effective this ____ day of June, 2026.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Linda Lundquist, City Clerk

Lisa M. Burtenshaw, Mayor

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2026 COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.”

Linda Lundquist, City Clerk

(SEAL)



Memorandum

File #: 26-212

City Council

DATE: Tuesday, June 9, 2026

AGENDA: Regular

FROM: Zachary Jones, City Attorney

DEPARTMENT: City Attorney

Title

2026 Indemnification Agreement for the 2026 Independence Day Fireworks Show.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve the 2026 Indemnification Agreement and direct the Mayor and City Staff to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:

Melaleuca, Inc., produces and provides to the community free of charge an annual fireworks show. To ensure that the fireworks can be seen by spectators, Melaleuca has requested that the City extinguish some street lights near and during the fireworks.

The City has installed and maintains streetlights as a safety and security measure and to improve the aesthetics of the community. Pedestrians, drivers, and others in the community rely on the streetlights. In exchange for the City’s agreement to extinguish the streetlights identified in the agreement, Melaleuca has agreed to indemnify the City for any claims that may arise against the City as a result of the extinguishing of the streetlights.

The City and Melaleuca have entered into prior versions of the proposed agreement for many years. The terms of the agreement are virtually identical as the previous agreements.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (“Agreement”) is entered into on the ____ day of June, 2026, (“Effective Date”) by and between Melaleuca, Inc., an Idaho Corporation, whose address is 4609 West 65th South, Idaho Falls, Idaho 83402, (“Indemnitor”) and 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 (“Indemnitee”).

WITNESSETH:

WHEREAS, Indemnitee owns, maintains, and/or controls several streets and associated streetlights in the Snake River Landing development area; and

WHEREAS, the Idaho Falls 2026 Independence Day fireworks show (“Fireworks”) will be held at or near the Snake River Landing development area on July 4, 2026; and

WHEREAS, Indemnitor has an interest in ensuring that the Fireworks are successful and that the Fireworks can be seen by spectators assembled at the Snake River Landing development area; and

WHEREAS, Indemnitor believes that the Fireworks will be most successful if some of the street lights in the Snake River Landing development area are temporarily extinguished during the Fireworks; and

WHEREAS, Indemnitee is willing to temporarily extinguish some of the street lights in the Snake River Landing development area during the Fireworks if Indemnitor will indemnify Indemnitee for any losses that Indemnitee experiences due to extinguishing such street lights during the Fireworks; and

WHEREAS, Indemnitor is willing to indemnify Indemnity for any losses that Indemnitee experiences due to extinguishing such street lights during the Fireworks.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor and Indemnitee hereby agree as follows:

1. Street Lights. Indemnitee hereby agrees to turn off and extinguish the following street lights from 9:55 p.m. to 10:35 p.m., local time on July 4, 2026:

20405, 20404, 20403, 20402, 20401, 20575, 20574, 20573, 20572, 20571, 20570,
20569, 20568, 20567, 20566, 20565, 20059, 20058, 20057, 20056, 20055, 20054,
20053, 20051, 20450, 20449, 20448, 20447, 20446, 20445, 20444

The parties will, prior to the Fireworks, evaluate the area near the Snake River Landing site and, by mutual agreement, add other street lights to the list above, if it is determined that they also should be extinguished between the times noted above.

2. Indemnification. Subject to the terms and conditions contained herein, Indemnitor shall indemnify Indemnitee and defend and hold it harmless, from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and disbursements) (collectively "Losses") incurred by it arising from or occurring as a result of any third party claims or lawsuits ("Third Party Claims") associated with Indemnitee's failure to keep illuminated the street lights identified in Section 1 of this Agreement on July 4, 2026.

3. Indemnification Procedure.

- (a) Indemnitees shall give Indemnitor prompt written notice ("Indemnification Claim Notice") of any Third-Party Claim upon which Indemnitees intend to base a request for indemnification hereunder. In no event shall Indemnitor be liable for any incremental increases in Losses that result from any unreasonable delay by Indemnitee in providing an Indemnification Claim Notice. Each such Indemnification Claim Notice shall contain a description of the Third-Party Claim and the nature and amount of such Loss (to the extent that the nature and amount of such Loss are known at such time). Indemnitees shall promptly furnish to Indemnitor copies of all papers and official documents received in respect of any Losses.
- (b) Upon tendering an Indemnification Claim Notice to Indemnitor, Indemnitee shall surrender its rights to control and defend the Third-Party Claims and Indemnitor shall have the right to control and defend the Third-Party Claim in such manner as it may deem appropriate. Indemnitor shall select counsel, contractors, experts, and consultants of recognized standing and competence reasonably acceptable to the other party; shall take reasonable steps necessary in the investigation, defense or settlement thereof; and shall diligently and promptly pursue the resolution thereof. Indemnitee shall provide Indemnitor with assistance and shall fully cooperate with Indemnitor in defending any Third-Party Claim.
- (c) Indemnitor shall not settle any Third-Party Claim without the prior written consent of Indemnitee, which consent shall not be unreasonably conditioned, withheld, or delayed; provided, however, that any such consent of Indemnitee shall not be required if any such settlement involves only the payment of money by Indemnitor and does not involve any admission of liability or wrongdoing on the part of any Indemnitees or an injunction against Indemnitees.

4. Assignment. This Agreement may not be assigned by either party without first obtaining the prior written consent of the other party. This Agreement shall be binding

upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignment by a party in violation of this section shall be null and void.

5. Governing Law. This Agreement shall be governed and interpreted in accordance with the law of the state of Idaho, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties hereby consent to the jurisdiction of the federal and state courts of Idaho and agree that any legal proceedings regarding or involving this Agreement shall be brought exclusively in the federal or state courts of Idaho.

6. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded hereby. No amendment, modification, release or discharge of this Agreement shall be binding upon the parties unless in writing and duly executed by authorized representatives of both parties. No modification to this Agreement shall be affected by the acknowledgment or acceptance of any purchase order, invoice or similar documents containing terms or conditions at variance with or in addition to those set forth herein.

7. Waiver. No waiver of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

8. Notices. All notices hereunder shall be in writing and delivered: (i) personally; (ii) by registered or certified mail, postage prepaid, return receipt request; or (iii) by reputable overnight courier service maintaining records of receipt; in each case, to the following addresses of the respective parties:

If to Indemnitee: City Attorney
 The City of Idaho Falls
 375 "D" Street
 Idaho Falls, Idaho 83405

If to Indemnitor: General Counsel
 Melaleuca, Inc.
 4609 West 65th South
 Idaho Falls, Idaho 83402

Notices shall be effective upon receipt if personally delivered, on the fifth (5th) business day following the date of mailing if mailed, or one day after dispatch if sent by overnight courier service. A party may change its address listed above by notice to the other party.

9. Counterparts, Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission shall be as effective as delivery of a manually executed original counterpart of each such instrument.

10. No Third-Party Beneficiaries. This Agreement is for the benefit of Indemnitor and Indemnitee only and shall not inure to the benefit of any third parties.

11. Enforcement of this Agreement. Should either party bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and expenses, to be paid by the non-prevailing party, as fixed by a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

ATTEST:

INDEMNITEE
CITY OF IDAHO FALLS, IDAHO

Linda Lundquist, City Clerk

By _____
Lisa M. Burtenshaw, Mayor

INDEMNITOR
MELALEUCA, INC.

Signed by:
Thomas Knutson
By
541G004F4GDF40B.....

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ 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, 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.

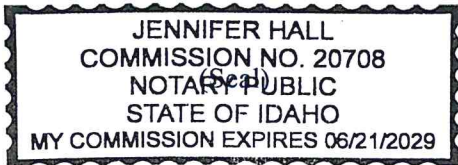
(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 12 day of June, 2026, before me, the undersigned, a notary public for Idaho, personally appeared **Thomas Knutson**, known or identified to me to be the Chief Financial Officer of Melaleuca, Inc., and acknowledged to me that they are authorized to execute the same for and on behalf of Melaleuca, Inc.

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



Jennifer Hall

Notary Public of Idaho
Residing at: Idaho Falls, ID
My Commission Expires: 6/21/2029



Memorandum

File #: 26-213

City Council

DATE: Tuesday, June 9, 2026
FROM: Zachary Jones, City Attorney

AGENDA: Regular
DEPARTMENT: City Attorney

Title

2026 Records Destruction Resolution.

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Quasi-Judicial Public Hearing | <input type="checkbox"/> Legislative Public Hearing |
| <input type="checkbox"/> Confirmation/Consent/Acceptance | <input type="checkbox"/> Approval/Authorization/Ratification |

Action(s) Requested:

Approve the 2026 Records Destruction Resolution to destroy certain temporary and semi-permanent records pursuant to Idaho Code § 50-907 (or take other action deemed appropriate).

Description, Background Information, Purpose:

The proposed Resolution would authorize the destruction of certain temporary and semi-permanent records which have no intrinsic, historical, or other value. Prior to the destruction of these records, Idaho Code § 50-907 requires that the destruction of temporary records be ordered by the Council. This Resolution meets the requirement to order the destruction of the records specifically listed in the Resolution.

This item has been reviewed by the City's Legal & Municipal Services Departments.

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY AND SEMI-PERMANENT PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Idaho Code allows for the classification and retention of certain records as “permanent,” “semi-permanent,” and “temporary” records; and

WHEREAS, “temporary” records are those which need to be retained for less than two (2) years and are so classified by the Council; and

WHEREAS, “semi-permanent” records are those which must be retained for a period of five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, Idaho Code § 50-907 allows for the City Council to order the destruction of those records which are not considered historical; and

WHEREAS, the records listed herein are only those records which are considered to be “temporary” or “semi-permanent” records pursuant to the Idaho Code; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction.

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

That the following records be classified as “temporary” and “semi-permanent” and that their destruction is hereby ordered by the Council:

FROM THE IDAHO FALLS AIRPORT:

1. Travel requests and reports prior to 2024.
2. Pcard receipts, purchase orders, and requisition records for January 2024 and prior.
3. Departmental reports not associated with a meeting of the Idaho Falls Regional Airport Board or other public meeting for January 2021 and prior.
4. Records created in accordance with 14 CFR Part 139 for the month of January 2024 and prior.
5. Records created in accordance with 49 CFR Part 1542 for the month of January 2024 and prior.

FROM THE CITY CLERK'S OFFICE:

1. Monthly Departmental reports prior to January, 2021.
2. License applications for businesses, tradesmen, and child care prior to January, 2021, and related documentation.
3. City Council Call Sheets prior to January, 2024.
4. Damage Claims prior to January, 2021.
5. Freedom of Information Act (Public Records Requests) prior to January, 2021.
6. Cemetary billing prior to January, 2021.
7. Any printed Council Meeting agendas & packets prior to January 2024.
8. Any printed Council Meeting minutes after December 2014 and prior to January 2021.

FROM THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Copies of daily Building Division deposit receipts from 1999 through 2018.
2. Historic Preservation Commission grants and correspondence from 1998, 1999, 2001, 2017, 2018, 2019.
3. Planning Commission Notice of Publication and Legal Ads from 1993.
4. Commercial property cost comparison from 2014.
5. Comp plan maps on CD from 2010.
6. Central Square quote from 2021.
7. Agnew Beck W-9 from 2015.
8. Legal ads prior to 2020.
9. Travel records prior to 2017.
10. City Council Action Memos prior to 2021.
11. Planning Commission Action Memos prior to 2021.
12. Board Of Adjustment Action Memos prior to 2021.

FROM THE IDAHO FALLS FIRE DEPARTMENT:

1. Credit Card Receipts:
 - a. October 2015.
 - b. November 2015.
 - c. December 2015.
 - d. January 2015.
 - e. February 2015.
 - f. March 2015.
 - g. April 2015.
 - h. May 2015.
2. Treasurer Receipts:
 - a. EOB's and receipts of payments, collections information for payments and refund information 2015 and older.
3. 2015 Ambulance Billing Claims.
4. 2015 Ambulance Reports.
5. 2015 Ambulance No Transport Records.
6. 2015 Ambulance Hospital Facesheets PCS Forms.
7. Attorney Medical Requests:
 - a. 2022 and older.
8. Ambulance Hardship Worksheets:

- a. 2021 and older.
9. Overtime Slips:
 - a. 2011 and older.

FROM THE HUMAN RESOURCES DEPARTMENT:

1. All Month-end Reports prior to 2021.
2. Terminated employee's files for employees separated over 10 years.
3. Travel expense reports prior to 2024.
4. Physical and Hearing Exam Reports for employees separated over 10 years.
5. Supervisor's Reports of Accidents prior to 2021.
6. Recruitment Records prior to 2024.

FROM THE LEGAL DEPARTMENT

1. City general files, legal memorandum, communications, and letters drafted and maintained prior to 2021.
2. Employee time records prior to 2024.
3. Travel requests and reports prior to 2024.
4. Pcard receipts, purchase orders, and requisition records prior to 2024.

FROM THE IDAHO FALLS LIBRARY:

1. Patron records that expired prior to January 1, 2024.
2. Correspondence folders for Library Directors prior to July 1, 2024.
3. Public outreach and other programming records prior to January 1, 2024.
4. Statistical records prior to January 1, 2021.
5. Monthly Department reports prior to January 1, 2024.
6. All Library email correspondence prior to January 1, 2024.

FROM THE OFFICE OF THE MAYOR:

1. Travel requests, expense statements, and reports for December 2023 and prior.
2. PCARD receipts, completed purchase orders, cell phone billing statements, and requisition records for December 2023 and prior.
3. Citizen, community, and agency correspondence for December 2023 and prior.
4. Citizen applications for city boards, commissions and review/advisory committees, board related notes and agendas and printed materials, and rosters from departments for December 2023 and prior.
5. Mayoral copy budget workbooks FY2022/23 and prior.
6. Interdepartmental and City Council briefing and initiative notes/agendas/copies, research and printouts for city initiatives, and conference materials prior to 2024.
7. Gifts, recognitions, and awards received prior to 2024.

FROM THE MUNICIPAL SERVICES DEPARTMENT:

1. Payroll records older than January 2021. Items to include timesheets, subsidiary calculations, and abt, benefit, tax, add pay registers.
2. Accounts payable older than January 2021. Items to include invoices and canceled checks
3. Journal entries older than January 2021. Records and support for journal entries to record financial and budgetary adjustments

4. General accounting records (which shall not include any fiscal year-end reports, bonds, or coupons) payroll and timesheet records older than January 2021.

FROM THE PARKS AND RECREATION DEPARTMENT:

1. 1994 Zoo meeting minutes.
2. 1992 - 2002 Zoo correspondence.
3. 2012 Tautphaus Park Zoological Society Board information and meeting minutes.
4. 1993 Aquatic Center correspondence.
5. 2013 copies of Parks & Recreation budgets.

FROM THE IDAHO FALLS POLICE DEPARTMENT:

1. From the Professional Standards and Logistics Bureau:
 - a. Preemployment and Application records prior to 2023.
2. From the Records division:
 - a. City License Denials prior to 2023.
3. From Chief's Administration Office records:
 - a. 2023 and Older: Department travel requests and travel documents.
 - b. 2023 and Older: PCARD receipts, purchase requests, and purchase receipts.
 - c. 2023 and Older: Preemployment investigations for candidates that weren't hired.
4. All videos other than those labeled "felony" recorded prior to January 2023.
5. Police officer Mental Health First-Aid seminar recording from 2022.
6. Separated/retired personnel files prior to 2016.
7. Fulfilled contracts, grants, etc., prior to 2016.

FROM THE IDAHO FALLS POWER DEPARTMENT:

1. Transitory correspondence prior to January 2021.
2. Employee time records prior to January 2021.
3. Employee travel records prior to January 2021.
4. Purchase orders & requisitions prior to January 2021.
5. Contracts/agreements expired prior to January 2021.
6. Liability Claim Reports 2018 and prior.
7. Terminated employee files for employees separated prior to 2019.

FROM THE PUBLIC WORKS DEPARTMENT:

1. Administration:
 - a. 1961 – 2016 Curb and Gutter Letters and Applications.
 - b. 2011 – 2013 Snow on Sidewalk Letters.
 - c. 2015 – 2019 Right of Way Permits and Receipts.
 - d. 2009 – 2014 Unsafe Sidewalk Letters.
 - e. Requisitions/purchase orders older than 2019.
 - f. Treasurer Receipts older than 2019.
 - g. 2021 – 2022 Travel Requests and Expense Reports.
 - h. 1/24/16 – 4/29/17 biweekly pay hours report.
 - i. 2017 – 2021 Wells Fargo Expense reporting.
 - j. 1998 – 2019 Summer Temporary Employee Personnel Action Form.
 - k. 2008 – 2019 Overtime Reports.

- l. 2016 Budget Report for Engineering.
- m. 2019 Retired or previous employee files.
- n. City/County Meeting Tapes:

- | | |
|-------------|--|
| 1) 05/16/01 | 8) 11/17/04 |
| 2) 11/14/01 | 9) 05/18/05 |
| 3) 05/15/02 | 10) Pancheri Drive Widening Public
Hearing 06/04/13 |
| 4) 11/20/02 | 11) Stanger Farms |
| 5) 02/19/03 | 12) Eastside Greenbelt |
| 6) 02/18/04 | 13) Hitt Road Pre-Con 06/10/09 |
| 7) 05/19/04 | |

2. Sanitation Division:

- a. Timesheets/timecards, purchase orders, accruals, and damage claim forms before 2019 for destruction.
- b. Curb and gutter paperwork prior to January 2021.
- c. Snow removal paperwork prior to January 2021.
- d. Employee files from 2000 – 2019.
- e. Accident reports prior to 2019.
- f. P-Card receipts prior to 2019.
- g. Mileage reports prior to January 2021.
- h. Equipment billing prior to January 2021.
- i. Pacific Recycling – metal bins receipts prior to January 2021.

3. Street Division:

- a. Timesheets/timecards, purchase orders, accruals, and damage claim forms before 2019 for destruction.
- b. Curb and gutter paperwork prior to January 2021.
- c. Snow removal paperwork prior to January 2021.
- d. Employee files from 2000 – 2019.
- e. Accident reports prior to 2019.
- f. P-Card receipts prior to 2019.
- g. Mileage reports prior to January 2021.
- h. Equipment billing prior to January 2021.

4. Wastewater Division:

- a. 2019 old plant records.
- b. 2019 Lab sheets.
- c. 2019 Lab summary and DMR. Records of the DMR are required in the IPDES Permit to be kept for five years.
- d. 2019 Monthly Industries Flow Report.
- e. 2019 Gravity Belt Thickener Operational Data.
- f. 2019 Weekly Flow Chart.

5. Water Division:

2018 – 2020:

- a. Travel request/expense reports.
 - b. Time sheets.
 - c. Purchase orders.
- 1993 – 2020:
- a. Backflow testing reports.
- Prior to 2020:
- a. Inventory reports.
 - b. General Maintenance records.
 - c. Correspondence.
- 2004 – 2013:
- a. Lead and copper sampling results.
 - b. Bacteria samples.

ADOPTED and effective this ___ day _____, 2026.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Linda Lundquist, City Clerk

Lisa Burtenshaw, Mayor

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY AND SEMI-PERMANENT PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW."

Linda Lundquist, City Clerk



Memorandum

File #: 26-179

City Council

DATE: Friday, May 8, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

Title

Legislative Public Hearing for the Annexation and Initial Zoning of I&M, Industrial and Manufacturing - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

1. Approve the Ordinance annexing approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East; assign a Comprehensive Plan Designation of “Industrial;” and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (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 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).
3. Approve the Ordinance establishing the initial zoning for I&M, Industrial and Manufacturing as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (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 I&M, Industrial and Manufacturing 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 I&M, Industrial and Manufacturing, which includes the

Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 10.7 acres in the NE ¼ of Section 8, Township 2 North, Range 38 East. On March 3, 2026, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of I&M to the Mayor and City Council as presented. This annexation was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, BMPO, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

This item has been reviewed by the City's Legal Department and Municipal Services.

Zoning

ANX25-006 I&M



Aerial

ANX25-008 I&M



STAFF REPORT

ANNEXATION AND INITIAL ZONING OF I&M, INDUSTRIAL AND MANUFACTURING

NE1/4, Section 8, Township 2North, Range 38

May 21, 2026



Community Development Services

Applicant: High Country Construction Management-Tyler Drewes

Owner: Lemhi Enterprise LLC-James Boone

Project Manager: Brian J. Stevens

Location: Generally located north of Lincoln Rd, east of the Idaho Canal, south of E Iona Rd, and west of N 15th East.

Size: Approximately 10.7 Acres

Zoning:

Existing: County IM-3
North: County IM-3
South: County IM-3
East: I&M
West: County IM-3

Proposed Zoning: I&M

Existing Land Uses:

Site: Vacant
North: Salvage Yard
South: Salvage Yard
East: Industrial
West: Salvage Yard

Future Land Use Map:

Industrial

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 I&M, Industrial & Manufacturing.

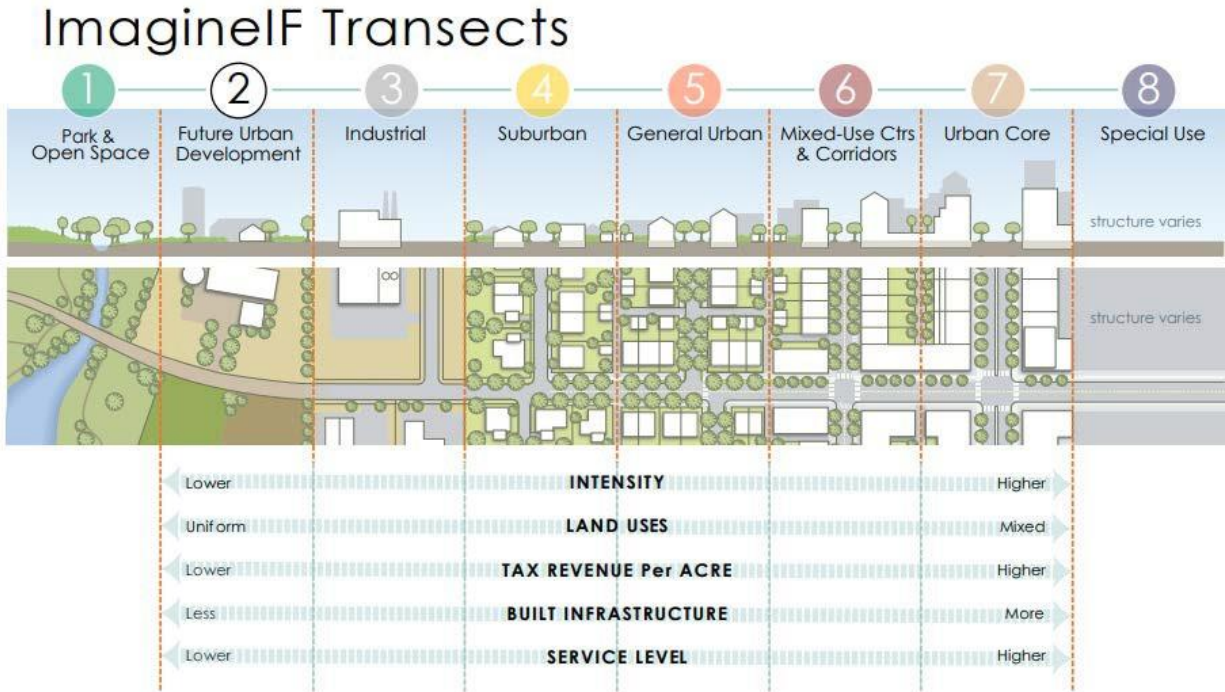
Annexation: This annexation was requested by the property owner. The property is in the Area of Impact and contiguous to city limits along the eastern property line. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is I&M. The property is adjacent to I&M zoning to the east. Surrounding properties within Bonneville County are Zoned IM-3, an industrial zone. Surrounding land uses include vehicle salvage yards and industrial park, developed within Bonneville County.

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 I&M.

Comprehensive Plan Land Use

Transects: pg. 60-70



3. Industrial

Snapshot: The Industrial Transect denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. These areas are generally near major roadways, with frontage on arterial roadways, and they may have railroad access.

Local examples: Industrial Parks south of Sunnyside Road along the Yellowstone Highway Corridor, Anheuser Bush facilities, industrial park located north of Science Center Drive/Anderson Street and US 20

Zoning Ordinance:

11-3-7: PURPOSE OF INDUSTRIAL ZONES

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, storing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers, storage areas, and successful manufacturing operations. (Ord. 3629, 10-23-25)

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)

11-2-5: 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.

Proposed Land Use Classification	Industrial		Special Purpose	
	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)

March 3, 2026

7:00 p.m.

Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Forrest Ihler, Dale Storer, Bill Scott, Matthew Meehan, Tia Panter

MEMBERS ABSENT: Deanna Harger, Mary Scales, Glen Ogden

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Brian Stevens, Planner; David Peterson Planner; Caitlin Long, Planner; Mike Thrower, Planner; Terry Rodino, Esq, City Attorney, and interested citizens.

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

MINUTES: Scott moved to accept the minutes of February 3, 2026, Meehan seconded the motion. The motion passed unanimously.

Public Hearings:

2. ANX 25-006: ANNEXATION AND INITIAL ZONING OF I&M for 10.7 ACRES.

Ihler opened the public hearing.

Applicant: Blake Jolley, Connect Engineering 2295 N Yellowstone Hwy, Idaho Falls, Idaho. Jolley stated that I&M is being requested for the zoning for this annexation. This area has a lot of industrial, and manufacturing and this request will fit with the other property. The new fire station is near this property and zoned I&M and the City Fire Department property made this property adjacent to the City. City services will be extended to this property.

Storer asked if this property was used for a wrecking or junk yard.

James Boone, Lemhi Enterprise (Property Owner) 3009 N 15th East, Idaho Falls, Idaho. Boone stated that it was a storage lot that ended 30 years ago. It was not used for dismantle, and Phase I environmental has been done and been cleared.

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

Meehan asked about the salvage lots adjacent and wanted to confirm that this land will not be a salvage lot as the code specifically disallows that. Stevens stated that anything in the use-table is allowed. Stevens stated that it should be in the table. Stephens stated that the applicant can speak to it.

Support/Opposition: No one appeared.

Ihler closed the public hearing.

Ihler feels this is straight forward.

Scott stated that they do not know what is going in there, but it is exciting to see what is happening along Woodruff and he is in favor of the annexation and hopefully it will help with getting the road fixed.

Ihler agreed that this is an industrial area and City Services will support growth. Ihler believes industrial can look nice and operate nicely.

Storer moved to recommend to the Mayor and City Council approval of the Annexation of 10.7 acres with initial zoning of I&M, Scott seconded the motion. Ihler called for roll call vote: Panter, yes; Scott, yes; Meehan, yes; Ihler, yes; Storer, 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 10.7 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:

Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, LINDA LUNDQUIST, 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 10.7 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.”

A copy of the full text of the ordinance is available at City Hall.

Linda Lundquist, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 10.7 ACRES GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF THE IDAHO CANAL, SOUTH OF E IONA RD, AND WEST OF N 15TH EAST.

WHEREAS, the applicant filed an application for annexation on December 24, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 3, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on May 21, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is Approximately 10.7 Acres Generally located north of Lincoln Rd, east of the Idaho Canal, south of E Iona Rd, and west of N 15th East.
3. This property is in the Area of Impact and included in the Comprehensive Plan Map.
4. The property is contiguous to City limits along the east property line.
5. The annexation was initiated by the property owner.
6. City utilities are in the vicinity of this property.
7. The Comprehensive Plan designates this area as Industrial.
8. Idaho Falls Planning and Zoning Commission recommended approval of annexation.
9. The proposed annexation is consistent with the policies of the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 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 10.7 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is I&M, Industrial and Manufacturing Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Industrial”; 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 “Industrial”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on March 3, 2026, and recommended approval of zoning the subject property to I&M Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on May 21, 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 Industrial.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as I&M, Industrial and Manufacturing Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “I&M, Industrial and Manufacturing Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,

clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2026.

CITY OF IDAHO FALLS, IDAHO

Lisa Burtenshaw, Mayor

ATTEST:

Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, LINDA LUNDQUIST, 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 10.7 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

A copy of the full text of the ordinance is available at City Hall.

Linda Lundquist, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF I&M, INDUSTRIAL AND MANUFACTURING, GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF THE IDAHO CANAL, SOUTH OF E IONA RD, AND WEST OF N 15TH EAST.

WHEREAS, the applicant filed an application for annexation on December 24, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 3, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on May 21, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is Approximately 10.7 Acres Generally located north of Lincoln Rd, east of the Idaho Canal, south of E Iona Rd, and west of N 15th East.
3. The Comprehensive Plan designates this area as Industrial.
4. The proposed zoning consists of 10.7 Acres of I&M, Industrial and Manufacturing. The proposed zones are consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of the I&M, Industrial and Manufacturing.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

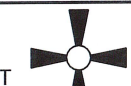
PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

Lisa Burtenshaw - Mayor

EXHIBIT "B"
CITY OF IDAHO FALLS
NORTHEAST QUARTER OF SECTION 8
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN
BONNEVILLE COUNTY, IDAHO

NORTHEAST CORNER SECTION 8
 FOUND BRASS CAP MONUMENT IN VAULT
 CP&F INSTRUMENT No. 1624768



N 89°54'22" W
 25.00'

1363.69'

ANNEXATION ORDINANCE No. _____
 NOT ANNEXED

S 89°54'22" E
 563.11'

S 89°54'22" E 725.00'

NOT ANNEXED
 DEED INSTRUMENT
 No. 1790184

S 00°09'03" W 290.00'
 S 00°09'03" W 2727.36'

NOT ANNEXED

S 00°09'03" W 240.00'

POINT OF BEGINNING

S 89°54'22" E 725.00'

LEGEND

- PLSS SECTION CONTROL (AS NOTED)
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 10563
- FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 19961
- SUBDIVISION BOUNDARY
- ADJOINING BOUNDARY LINE
- SECTION LINE
- DIMENSIONAL TIE LINE

10.715 ACRES



(IN FEET)
 1 inch = 100 ft.



ORDINANCE
 3579

272.78'
 S 00°09'03" W

1289.89'
 N 88°30'56" W

BOUNDARY DESCRIPTION:

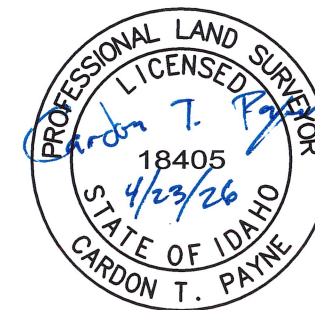
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, (THE EAST ONE QUARTER CORNER BEARS S 00°09'03" W 2727.37 FEET) RUNNING THENCE S 00°09'03" W 1363.69 FEET ALONG THE EAST LINE OF SAID SECTION 8; THENCE N 89°54'22" W 25.00 TO THE WEST RIGHTS-OF-WAY LINE OF N15TH E; THENCE S 00°09'03" W 290.00 FEET ALONG SAID WEST RIGHTS-OF-WAY LINE TO A POINT ON THE WESTERLY BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3579, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE S 00°09'03" W 272.78 FEET ALONG SAID WEST RIGHTS-OF-WAY LINE AND SAID ORDINANCE 3579 TO THE NORTHERLY BOUNDARY LINE OF MARLER'S AUTO DIVISION No. 1, BONNEVILLE COUNTY, IDAHO INSTRUMENT No. 1484146; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID DIVISION No. 1 THE FOLLOWING TWO (2) COURSES;
 (1) THENCE N 88°30'56" W 1289.89 FEET;
 (2) THENCE N 00°19'18" E 481.48 FEET TO A POINT ON THE BOUNDARY LINE OF SAID DIVISION No. 1;
 THENCE S 89°54'22" E 563.11 FEET TO THE NORTHWEST CORNER OF DEED INSTRUMENT No. 1790184, THENCE ALONG SAID DEED BOUNDARY THE FOLLOWING TWO (2) COURSES;
 (1) THENCE S 00°09'03" W 240.00 FEET ALONG THE WEST BOUNDARY LINE OF SAID DEED;
 (2) THENCE S 89°54'22" E 725.00 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID DEED TO THE **POINT OF BEGINNING**.

DESCRIPTION CONTAINS 10.715 ACRES MORE OR LESS

NOT ANNEXED
 MARLER'S AUTO,
 DIVISION No. 1

EAST QUARTER CORNER SECTION 8
 FOUND ALUMINUM CAP MONUMENT
 CP&F INSTRUMENT No. 1036113



RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT No. _____

CITY OF IDAHO FALLS, ID	
DRAWN BY: SE	REVIEWED BY: CTP
JOB NO: 25-061	DATE: April 23, 2026
 CIVIL ENGINEERING / SURVEYING / CONSTRUCTION IDAHO FALLS / CHUBBUCK 208-881-0081	
BOONE INDUSTRIAL ANNEXATION CITY OF IDAHO FALLS	
1	OF 1 SHEETS



Memorandum

File #: 26-215

City Council

DATE: Wednesday, June 10, 2026

FROM: Wade Sanner, Director

AGENDA: Regular

DEPARTMENT: Community Development Services

Title

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Petersen Place Division No. 1.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

1. Approve the Development Agreement for the Final Plat for Petersen Place Division No. 1 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 Petersen Place Division No. 1 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 Petersen Place Division No. 1 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 Petersen Place Division No. 1. The Planning and Zoning Commission considered this item at its February 4, 2025, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. On February 3, 2026, the Planning Commission unanimously voted to extend their recommendation of approval of the final plat for Petersen Place Division No. 1 to the Mayor and City Council as presented. This Final Plat was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

This item has been reviewed by the City’s Legal and Municipal Services Departments.

Zoning

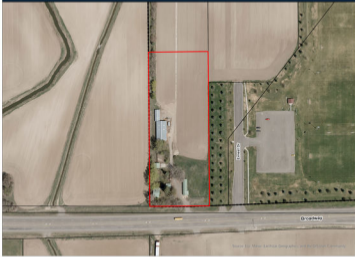
PLT24-059 Petersen Place Division 1

RE	R1	TN	R3	PB	LC	R3D	DM
SP	R2	R1H	R3A	CC	HC	LH	P



Aerial

PLT24-059 Petersen Place Division 1

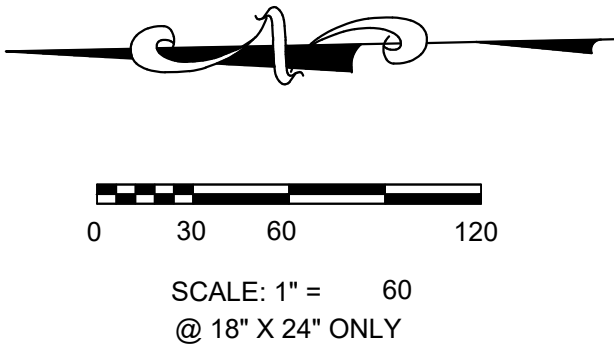


Source: Esri, Maxar, Earthstar Geographics, and the IGNFO Foundation

PETERSEN PLACE DIVISION NO. 1

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

IN THE SW 1/4 SECTION 15, T 2N, R 37 E.B.M.



BOUNDARY DESCRIPTION

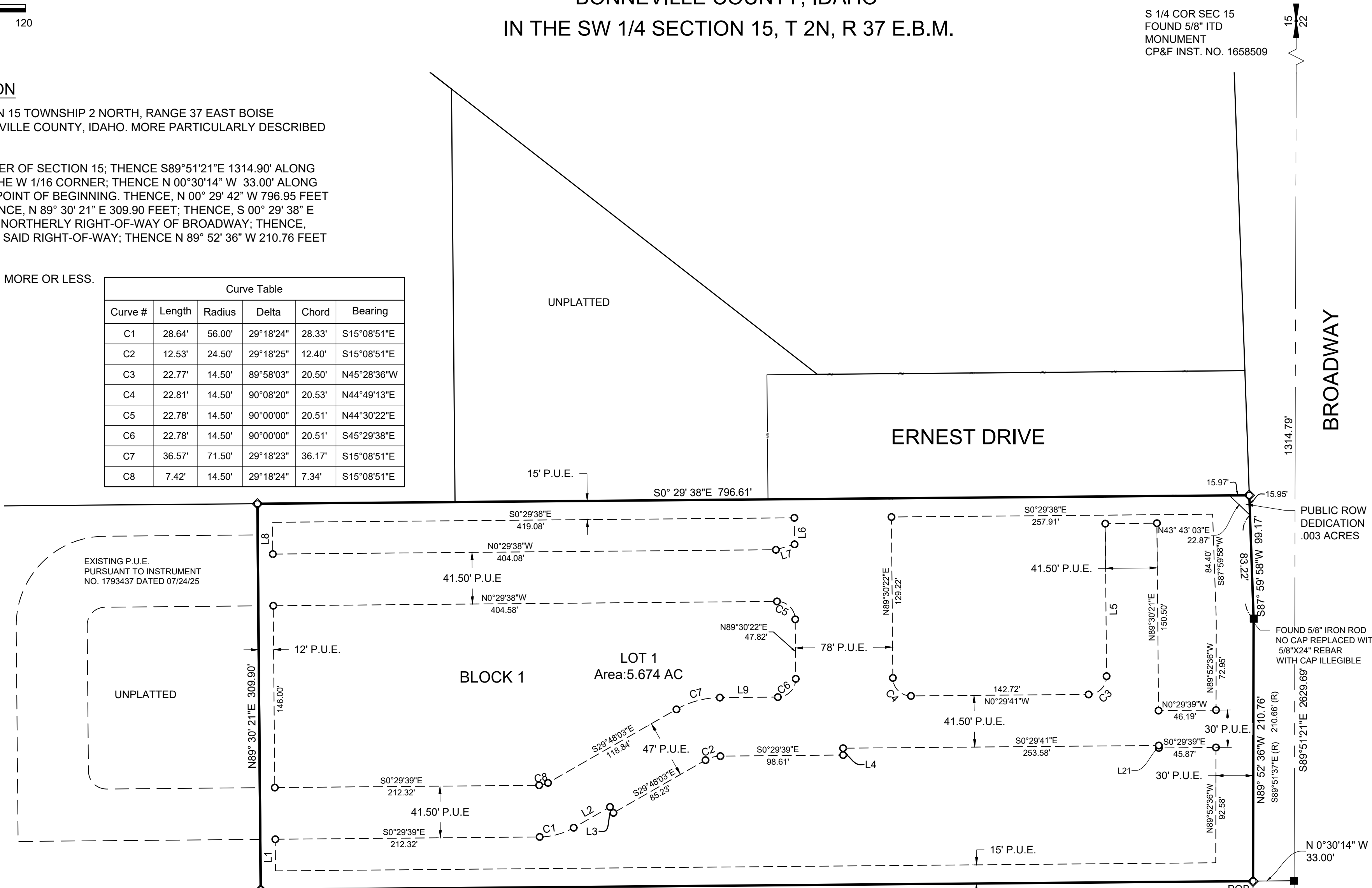
PART OF THE SW 1/4 OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 37 EAST BOISE MERIDIAN, IDAHO FALLS, BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SECTION 15; THENCE S89°51'21"E 1314.90' ALONG THE SOUTH SECTION LINE TO THE W 1/16 CORNER; THENCE N 00°30'14" W 33.00' ALONG THE 1/16 SECTION LINE TO THE POINT OF BEGINNING. THENCE, N 00° 29' 42" W 796.95 FEET ALONG SAID SECTION LINE; THENCE, N 89° 30' 21" E 309.90 FEET; THENCE, S 00° 29' 38" E 796.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF BROADWAY; THENCE, S 87° 59'58" W 99.17 FEET ALONG SAID RIGHT-OF-WAY; THENCE N 89° 52' 36" W 210.76 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.677 ACRES, MORE OR LESS.

Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C1	28.64'	56.00'	29°18'24"	28.33'	S15°08'51"E
C2	12.53'	24.50'	29°18'25"	12.40'	S15°08'51"E
C3	22.77'	14.50'	89°58'03"	20.50'	N45°28'36"W
C4	22.81'	14.50'	90°08'20"	20.53'	N44°49'13"E
C5	22.78'	14.50'	90°00'00"	20.51'	N44°30'22"E
C6	22.78'	14.50'	90°00'00"	20.51'	S45°29'38"E
C7	36.57'	71.50'	29°18'23"	36.17'	S15°08'51"E
C8	7.42'	14.50'	29°18'24"	7.34'	S15°08'51"E

Line Table		
Line #	Length	Direction
L1	25.41'	N89°30'21"E
L2	33.61'	S29°48'03"E
L3	5.50'	S60°11'57"W
L4	5.50'	N89°30'21"E
L5	122.51'	S89°30'21"W
L6	21.27'	S89°30'22"W
L7	15.59'	N16°14'42"W
L8	25.50'	N89°30'21"E
L9	46.54'	S0°29'38"E
L21	2.00'	S89°30'19"W



LEGEND

- RIGHT-OF-WAY
- EXISTING EASEMENT AS NOTED
- PUBLIC UTILITY EASEMENT (P.U.E.)
- SURVEYED PLAT BOUNDARY LINE
- SECTION CONTROL LINE
- POB Point Of Beginning

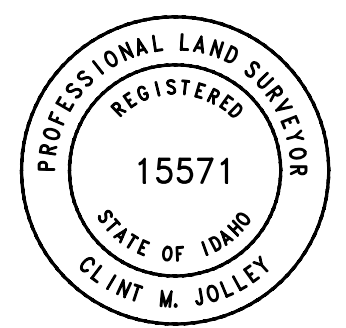
- PLSS CORNER CONTROL
- PLACED 5/8" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- PLACED 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- FOUND 5/8" IRON ROD WITH NO CAP OR AS NOTED
- CP&F CORNER PERPETUATION AND FILING RECORD
- AC ACRE
- ROW RIGHT-OF-WAY
- (R) RECORD OF SURVEY INSTRUMENT NO. 915562
- (R1) RECORD OF SURVEY INSTRUMENT NO. 915563

BASIS OF BEARINGS

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.

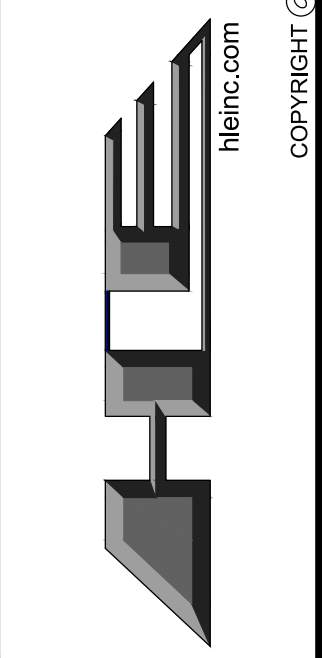
SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF PROPERTY. THE WEST LINE IS BASED ON THE 1/16 LINE FROM A SECTION BREAKDOWN FROM THE FOUND MONUMENTS. THE EAST LINE IS BASED ON DEED INSTRUMENT NUMBER 1718177. THE SOUTH LINE IS BASED ON BROADWAY RIGHT-OF-WAY FROM FOUND MONUMENT FROM RECORD OF SURVEY INSTRUMENT NO. 915562 AND 915563.



SW COR SEC 15
FOUND 5/8" ITD
MONUMENT
CP&F INST. NO.
1446422

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
 101 S. Park Avenue, Idaho Falls, ID 83402, (208) 524-0212
 800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977



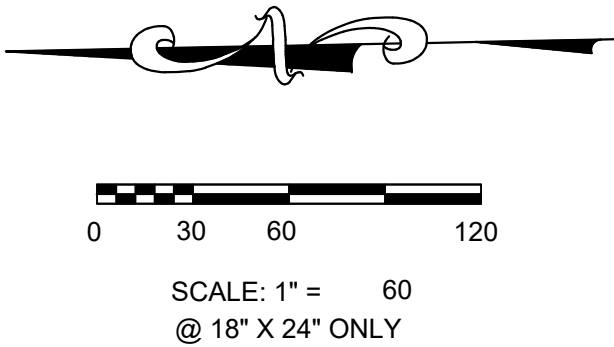
DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CMJ
JOB NO: 2023-606		
DATE: January 20, 2026		
REVISIONS	DATE	

SUBDIVISION PLAT
PETERSON PLACE DIVISION NO. 1
 SEC. 15, T. 2 N., R. 37 E.B.M.
 BONNEVILLE COUNTY, IDAHO

SHEET NO.
1
 OF
3
 SHEETS

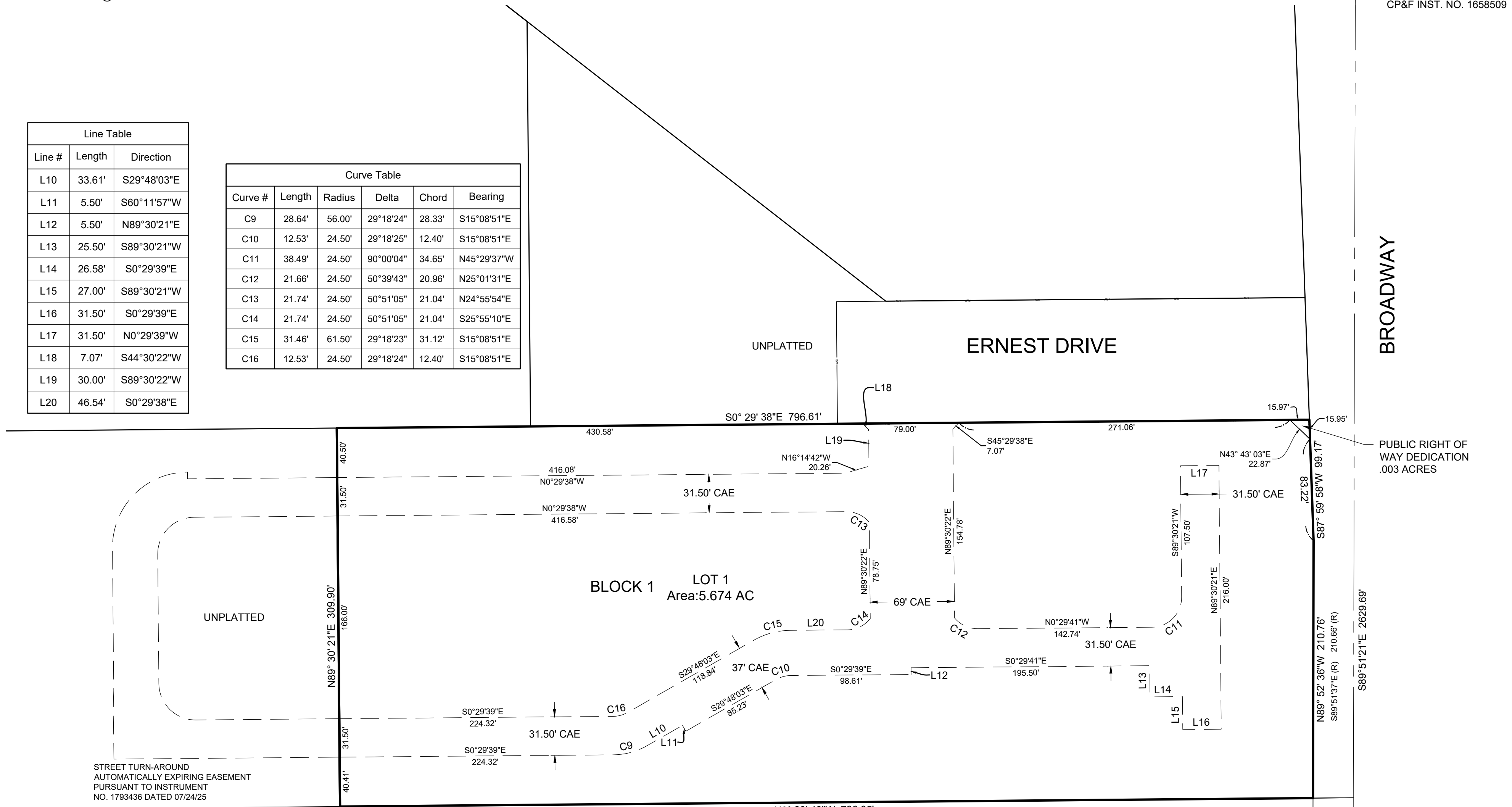
PETERSEN PLACE DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS,
 BONNEVILLE COUNTY, IDAHO
 IN THE SW 1/4 SECTION 15, T 2N, R 37 E.B.M.



Line Table		
Line #	Length	Direction
L10	33.61'	S29°48'03"E
L11	5.50'	S60°11'57"W
L12	5.50'	N89°30'21"E
L13	25.50'	S89°30'21"W
L14	26.58'	S0°29'39"E
L15	27.00'	S89°30'21"W
L16	31.50'	S0°29'39"E
L17	31.50'	N0°29'39"W
L18	7.07'	S44°30'22"W
L19	30.00'	S89°30'22"W
L20	46.54'	S0°29'38"E

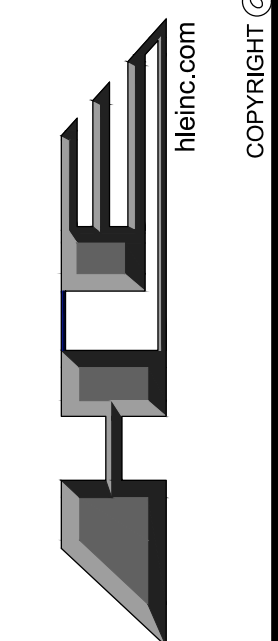
Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C9	28.64'	56.00'	29°18'24"	28.33'	S15°08'51"E
C10	12.53'	24.50'	29°18'25"	12.40'	S15°08'51"E
C11	38.49'	24.50'	90°00'04"	34.65'	N45°29'37"W
C12	21.66'	24.50'	50°39'43"	20.96'	N25°01'31"E
C13	21.74'	24.50'	50°51'05"	21.04'	N24°55'54"E
C14	21.74'	24.50'	50°51'05"	21.04'	S25°55'10"E
C15	31.46'	61.50'	29°18'23"	31.12'	S15°08'51"E
C16	12.53'	24.50'	29°18'24"	12.40'	S15°08'51"E



S 1/4 COR SEC 15
 FOUND 5/8" ITD
 MONUMENT
 CP&F INST. NO. 1658509

SW COR SEC 15
 FOUND 5/8" ITD
 MONUMENT
 CP&F INST. NO. 1446422

CIVIL & STRUCTURAL ENGINEERING
 MATERIALS TESTING & LAND SURVEYING
 101 S. Park Avenue, Idaho Falls, ID 83402, (208) 524-0212
 800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977



DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CMJ

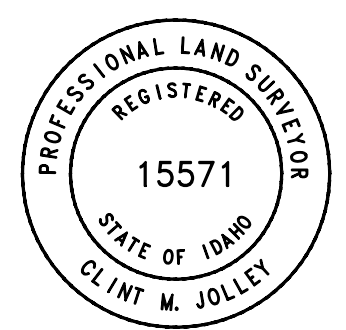
JOB NO: 2023-606
 DATE: January 20, 2026

REVISIONS	DATE

SUBDIVISION PLAT
 PETERSON PLACE DIVISION NO. 1
 SEC. 15, T. 2 N., R. 37 E.B.M.
 BONNEVILLE COUNTY, IDAHO

SHEET NO.
 2
 OF
 3 SHEETS

- LEGEND**
- PLSS CORNER CONTROL
 - PLACED 5/8" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
 - PLACED 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
 - CP&F CORNER PERPETUATION AND FILING RECORD
 - AC ACRE
 - ROW RIGHT-OF-WAY
 - CROSS ACCESS EASEMENT (CAE)
 - SURVEYED PLAT BOUNDARY LINE
 - SECTION CONTROL LINE



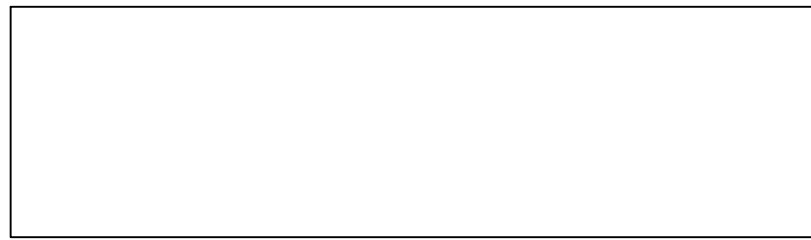
Z:\Projects\00-2023 Projects\23-606 Habitat for Humanity, Peterson Place Habitat\CAD\Survey\23-606 Habitat Final Plat.dwg

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RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT PETERSEN PLACE, DIVISION NO. 1, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

DATE _____
BONNEVILLE COUNTY RECORDER



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.

DATE: _____
BONNEVILLE COUNTY TREASURER

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.

AIRPORT DISCLOSURE

THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT OVERLAY ZONE, ENACTED MAY 9, 2019, AND ALTHOUGH LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC OVERFLIGHT MAY BE PRESENT.

FLOOD PLAIN DESIGNATION

ZONE X, PER COMMUNITY-PANEL NUMBER 160027 0065 C WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1981

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF 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

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 DOUGLAS ROMRELL, PLS 12223

PETERSEN PLACE DIVISION NO. 1

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

IN THE SW 1/4 SECTION 15, T 2N, R 37 E.B.M.

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RANDY HUBBARD, KNOWN OR IDENTIFIED TO ME TO BE THE EXECUTIVE DIRECTOR OF HABITAT FOR HUMANITY- IDAHO FALLS AREA, INC., AN IDAHO CORPORATION AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

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

NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

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 _____, 20____.

HABITAT FOR HUMANITY- IDAHO FALLS AREA, INC., AN IDAHO CORPORATION

RANDY HUBBARD, CEO

WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTIES INCLUDED WITHIN THIS PLAT BOUNDARY ARE WITHIN THE NEW SWEDEN IRRIGATION DISTRICT AND ITS OFFICE IS LOCATED AT 2350 WEST 17TH STREET, IDAHO FALLS, ID. A SUITABLE SURFACE WATER DELIVERY SYSTEM TO THE LOTS WITHIN THIS SUBDIVISION HAS BEEN PROVIDED. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SAID IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE FOR PAYING SUCH ASSESSMENTS. ALL UNPAID ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I. C. §31-3805.

CITY'S ACCEPTANCE

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

MAYOR

CITY ENGINEER
JONATHAN W. KNOWLES, PE 14787

CITY CLERK

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, HABITAT FOR HUMANITY- IDAHO FALLS AREA, INC., AN IDAHO CORPORATION, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS PETERSEN PLACE DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, 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 PROPERTY DIRECTLY COINCIDENT WITH, AND ADJACENT TO THE NORTH, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE. 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 OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF THE PROPERTY COINCIDENT WITH, AND ADJACENT TO THE NORTH HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENT 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 OWNERS ALSO DO 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 EASEMENTS CAE.

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, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, 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 OWNERS OR OWNERS' 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 OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

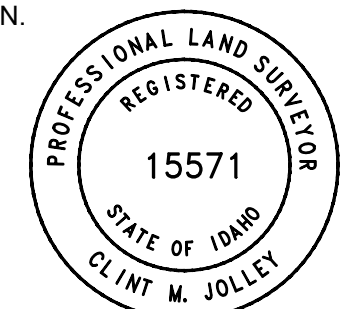
IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____ DAY OF _____, 20____.

HABITAT FOR HUMANITY- IDAHO FALLS AREA, INC., AN IDAHO CORPORATION, GRANTOR

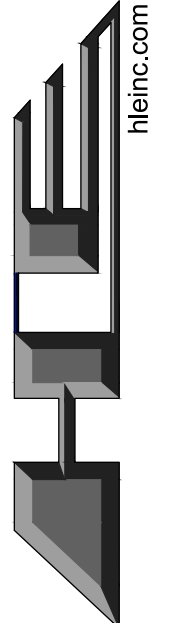
RANDY HUBBARD, CEO

SURVEYOR'S CERTIFICATE

I, CLINT M JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS PETERSEN PLACE DIVISION NO. 1 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.



P.L.S. 15571 _____



CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977

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DRAWN BY	DESIGN BY	CHECK BY
??	HLE	CMJ
JOB NO: 2023-606		
DATE: January 20, 2026		
REVISIONS	DATE	

SUBDIVISION PLAT
PETERSON PLACE DIVISION NO. 1

SEC. 15, T.2 N., R. 37 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO.
3
OF 3 SHEETS

Z:\Projects\00-2023 Projects\23-606 Habitat for Humanity- Peterson Place Habitat\3-CAD\Survey\23-606 Habitat Final Plat.dwg

STAFF REPORT
FINAL PLAT
Petersen Place Division 1
June 25, 2026



Applicant: HLE, Inc.

Owner: Habitat For Humanity

Project Manager: Caitlin Long

Location: Generally located north of Broadway, east of N 35th West, south of Stella Drive, and west of Ernest Drive.

Size: 5.677 acres

Lots: 1

Buildable: 1

Existing Zoning:

Site: R2

North: County A-1/P

South: County A-1

East: LM/P

West: County A-1

Existing Land Uses:

Site: Agriculture

North: Agriculture/Public

South: Agriculture

East: Public

West: Agriculture

Future Land Use Map:

Mixed Use Centers & Corridors/Natural Open Space

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To approve the final plat for Petersen Place Division 1.

History: This property was annexed in July 2022 with an initial zone of R2, Mixed Residential. A preliminary plat was approved in June 2024. A Planned Unit Development was approved July 2025.

Staff Comments: This plat consists of approximately 5.677 acres comprising one buildable lot. The property is zoned R2, Mixed Residential. This is the first phase of a Planned Unit Development. Division 1 has frontage on Broadway, but access will come from a private street that comes off of Ernest Dr, a local street. This is one large lot, and the cross-access easements will be for the private streets in the Planned Unit Development.

The purpose of the R2 Zone is to provide a residential zone characterized by more compact and denser residential development. The Comprehensive Plan identifies this area as Mixed-Use Centers and Corridors and Natural Open Space due to the proximity to the airport and public space.

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

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	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 required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	N/A – Private Streets in PUD

Zoning Ordinance:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

R2 Mixed Residential Zone. The zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristics of the RE, RP, and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

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

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

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

Comprehensive Plan:

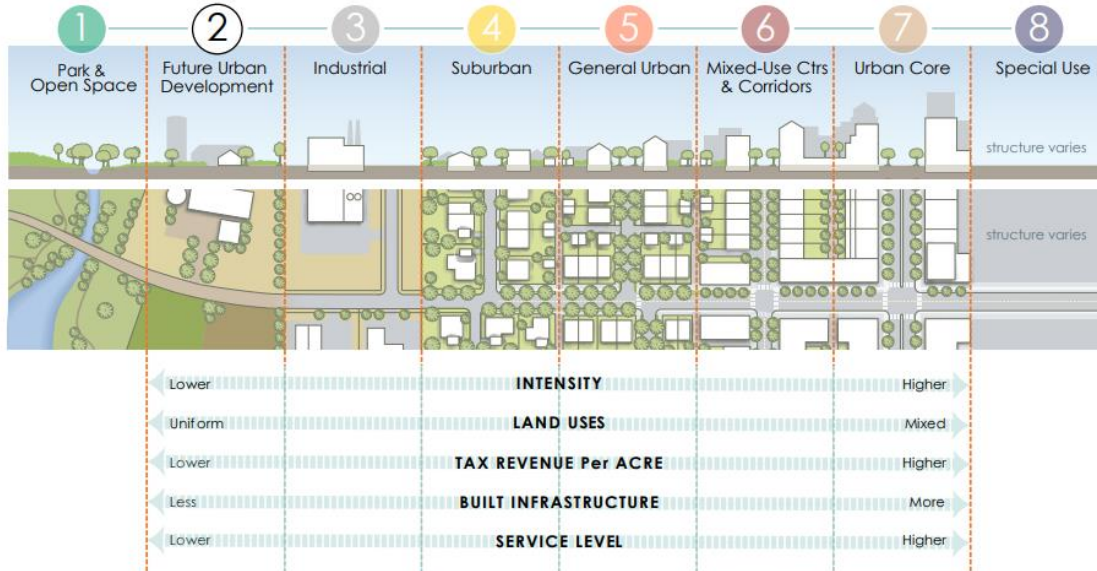
City Wide Housing pg.87

...many of the action policies of Imagine IF promote housing patterns that bring diversity and fills the middle ground. MMH units such as triplexes, duplexes, bungalow courts and courtyard apartments brings housing that can fulfill the needs of different populations and they can help create more pockets of mixed residential and commercial development, which lessens the community’s dependency on cars and instead fosters more walkable and rideable centers for people to live, work and have more direct and easy access to daily services. Many residents, when asked about housing, recognized the need for housing that was more aligned with bringing in diversified housing types to support growth.

Focus on Form pg. 89

Incentivize development patterns that encourage neighborhood connectivity and interactions.

Imagine!F Transects



6

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

February 4, 2025

7:00 p.m.

Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: Marsha McDaniel.

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. Ogden indicated that Item No. 2 has been withdrawn for now and that will be noticed when it is ready.

MINUTES: Storer moved to accept the minutes of January 7, 2025, Ihler seconded the motion. The motion passed unanimously.

Business:

5. PLAT 24-059: FINAL PLAT FOR PETERSON PLACE DIVISION No. 1.

Applicant: Connor Herb, HLE, 101 Park Ave, Idaho Falls, Idaho. Herb is presenting a division of a larger 11-acre lot into a 5.6-acre lot with the intention to develop on this lot multiple family housing. They have access to Ernest Drive through cross access easement, and they are only developing 30 units in the first phase.

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

Storer asked if the property is within the Airport Overlay Zone. Long stated that it is, and the uses for R2 do align with the airport overlay zone, and the airport does review the plat so there is a disclosure that will be added to the plat.

Ihler stated that this was the Habitat for Humanity Project that includes the Bungalow Court idea, and he supports this project.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Peterson Place Division No. 1. Ihler seconded the motion. Ogden called for roll call vote: Cantu, yes; Storer, yes; Ihler, yes; Ogden, yes; Meehan, yes; Scott, yes. The motion passed unanimously.

February 3, 2026

7:00 p.m.

Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: Tia Panter

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

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

MINUTES: Scott moved to accept the minutes of January 6, 2026, Ogden seconded the motion. The motion passed unanimously.

Business:

7. PLT 24-059: FINAL PLAT EXTENSION FOR PETERSON PLACE DIVISION 1.

Long presented the staff report. She gave a brief tutorial on how extensions work and why they are required. Long indicated that they are close to the year time frame on this property and are waiting on a development agreement and they do not want to rush this development. Habitat For Humanity has a new executive director and they want to be able to work through this with no rush. Ernest Drive is on City property and does connect to Peterson Place. Ernest Drive was on FAA property and that had to be worked through. It is ready for City Council after the development agreement is completed.

Ihler likes the idea to extend to not rush the developer.

Scales stated that she is aware of a previous brownfield location on this property and asked if that has been addressed. Long state that Habitat for Humanity likely addressed that. Scales stated that she would like that to be noted as an awareness for the land surveyor.

Scott moved to recommend approval of the Final Plat Extension for Peterson Place Division No. 1., Storer seconded the motion. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF PETERSEN PLACE DIVISION 1 GENERALLY LOCATED NORTH OF BROADWAY, EAST OF NORTH 35TH WEST, SOUTH OF STELLA DRIVE AND WEST OF ERNEST DRIVE.

WHEREAS, the applicant filed an application for a final plat on December 11, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 4, 2025 and February 3, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 25, 2026 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 5.678 acre parcel generally located north Broadway, east of North 35th West, south of Stella Drive, and west of Ernest Drive.
3. The final plat includes 1 buildable lot.
4. Access to the subdivision will come from a private street from Ernest Drive, a local street.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City’s Comprehensive Plan and the R2, Mixed Residential Zone
7. The Planning Commission recommended approval of the final plat for Petersen Place Division 1 on February 4, 2025, and extended that recommendation on February 3, 2026.

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
PETERSEN PLACE DIVISION NO. 1

This DEVELOPMENT AGREEMENT PETERSEN PLACE DIVISION NO. 1 (“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 HABITAT FOR HUMANITY – IDAHO FALLS AREA, INC., an Idaho corporation, whose mailing address is P.O. Box 51055, Idaho Falls, Idaho 83405 (“DEVELOPER”).

WITNESSETH:

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

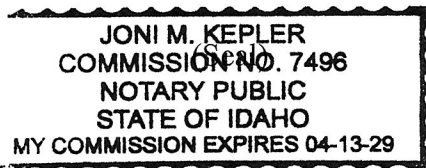
HABITAT FOR HUMANITY – IDAHO
FALLS AREA, INC

By R. Hubbard
Randy Hubbard

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 19th day of May, 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.



[Signature]
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 4-13-29

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Randy Hubbard, 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.

(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
PETERSEN PLACE DIVISION NO. 1

PART OF THE SW 1/4 OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 37 EAST BOISE MERIDIAN, IDAHO FALLS, BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SECTION 15; THENCE S89°51'21"E 1314.90' ALONG THE SOUTH SECTION LINE TO THE W 1/16 CORNER; THENCE N 00°30'14" W 33.00' ALONG THE 1/16 SECTION LINE TO THE POINT OF BEGINNING. THENCE, N 00° 29' 42" W 796.95 FEET ALONG SAID SECTION LINE; THENCE, N 89° 30' 21" E 309.90 FEET; THENCE, S 00° 29' 38" E 796.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF BROADWAY; THENCE, S 87° 59'58" W 99.17 FEET ALONG SAID RIGHT-OF-WAY; THENCE N 89° 52' 36" W 210.76 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.677 ACRES, MORE OR LESS.

**EXHIBIT “B”
SPECIAL CONDITIONS**

PETERSEN PLACE DIVISION NO. 1

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 Arterial Street Section Improvements for Broadway. DEVELOPER shall design and construct the Roadway improvements in Broadway through the limits of the Subdivision (310’) 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.

S.C. 3.00 Street Section Improvements for Ernest Drive. DEVELOPER shall be responsible for the design and construction of Roadway Improvement in Ernest Drive in accordance with CITY approved Improvement Drawings. DEVELOPER shall be reimbursed for this work and reimbursement is subject to paragraph 11 of this AGREEMENT. The improvement within Ernest Drive that CITY will reimburse for are as follows:

1. Local Street Section - 2,290 S.Y.
2. Curb and Gutter - 765 feet
3. Sidewalk - 253 SY
4. 12-inch storm sewer - 264 feet
5. Inlets boxes – 3 Each
6. Storm manholes – 2 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 four hundred ten feet (410') of sixteen-inch (16") water main line continuing 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 sixteen-inch (16") 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 Reimbursement of Water Main Charges. Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the Broadway right-of-way in which DEVELOPER has constructed a water main line, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any water main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

S.C. 9.00 Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct four hundred six feet (406') of eighteen-inch (18") sanitary sewer main line continuing 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 sewer mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof,

DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the sewer mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the eighteen-inch (18") main line which exceeds the costs of materials for an eight-inch (8") sewer main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 10.00 Reimbursement of Sanitary Sewer Lines. Upon connection of sanitary sewer service to any property owned by any person other than DEVELOPER and fronting upon that portion of sanitary sewer which DEVELOPER has constructed outside of this Subdivision, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all sewer main connection charges collected by CITY from the owners of such property, pursuant to Section 8-1-23(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any sewer main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT



Memorandum

File #: 26-216

City Council

DATE: Wednesday, June 10, 2026

FROM: Wade Sanner, Director

AGENDA: Regular

DEPARTMENT: Community Development Services

Title

Final Plat and Reasoned Statement of Relevant Criteria and Standards, MK Simpson Division No. 4.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

1. Approve the Final Plat for MK Simpson Division No. 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for MK Simpson Division No. 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for MK Simpson Division No. 4. The Planning and Zoning Commission considered this item at its March 3, 2026, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. This Final Plat was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

This item has been reviewed by the City’s Legal and Municipal Services Departments.

Zoning

PLT26-002 MK Simpson Center Div 4

RE	R1	TH	R3	PB	LC	RSD	SM
RP	R2	R0H	R3A	CC	MC	LM	P



Aerial

PLT26-002 MK Simpson Center Div 4

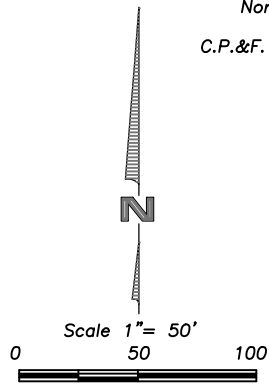


**MK SIMPSON CENTER DIVISION NO. 4
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
BEING IN PART OF THE NE 1/4 OF SECTION 12,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M.
(Sheet 1 of 2)**

Northeast Corner Sec. 12
Found Aluminum Cap
C.P.&F. Inst. No.
1785075 PLS 10786

North Quarter Corner Sec. 12
Found Aluminum Cap
C.P.&F. Inst. No. 1795451 PLS 12460

33rd North
City of Idaho Falls 2004 Datum
(Basis of Bearing) N89°52'20"E 2642.22'



Access Note
Vehicular Access to 33rd North is Limited to the 30.00 foot Wide Access as Shown Hereon.

Existing 20.00' Public Utility Easement
MK Simpson Center Division No. 2
Pursuant to Inst. No. 1775453.
Dated September 25, 2024

Deed of Record
Warranty Deed
Inst. No. 1684079

Acresage Summary
0.048 Acres (Public Right-of-Way Dedication)
1.852 Acres (Lot 4, Block 1)
2.259 Acres (Lot 5, Block 1)
4.159 Acres Total

Relevant Subdivision Plats

<u>Recorded Plat</u> MK Simpson Center Division No. 1 Inst. No. 1632904	<u>Record of Survey</u> Peterson Land Surveying, PLLC Inst. No. 1727970
<u>Recorded Plat</u> MK Simpson Center Division No. 2 Inst. No. 1775453	<u>Record of Survey</u> Mountain River Engineering Inst. No. 1010322
<u>Recorded Plat</u> University North Addition Division No. 2 Inst. No. 1394447	<u>Record of Survey</u> Mountain River Engineering Inst. No. 790524

Existing 15.00' Public Utility Easement
MK Simpson Center Division No. 2
Pursuant to Inst. No. 1775453.
Dated September 25, 2024

MK Simpson Center
Division No. 2
Inst. No. 1775453

Lot 2
Block 1

Survey Narrative
Found monuments and record geometry from University North Addition Division No. 2, MK Simpson Center Division No. 1 and MK Simpson Center Division No. 2 were used to determine the North, South and East boundary lines.

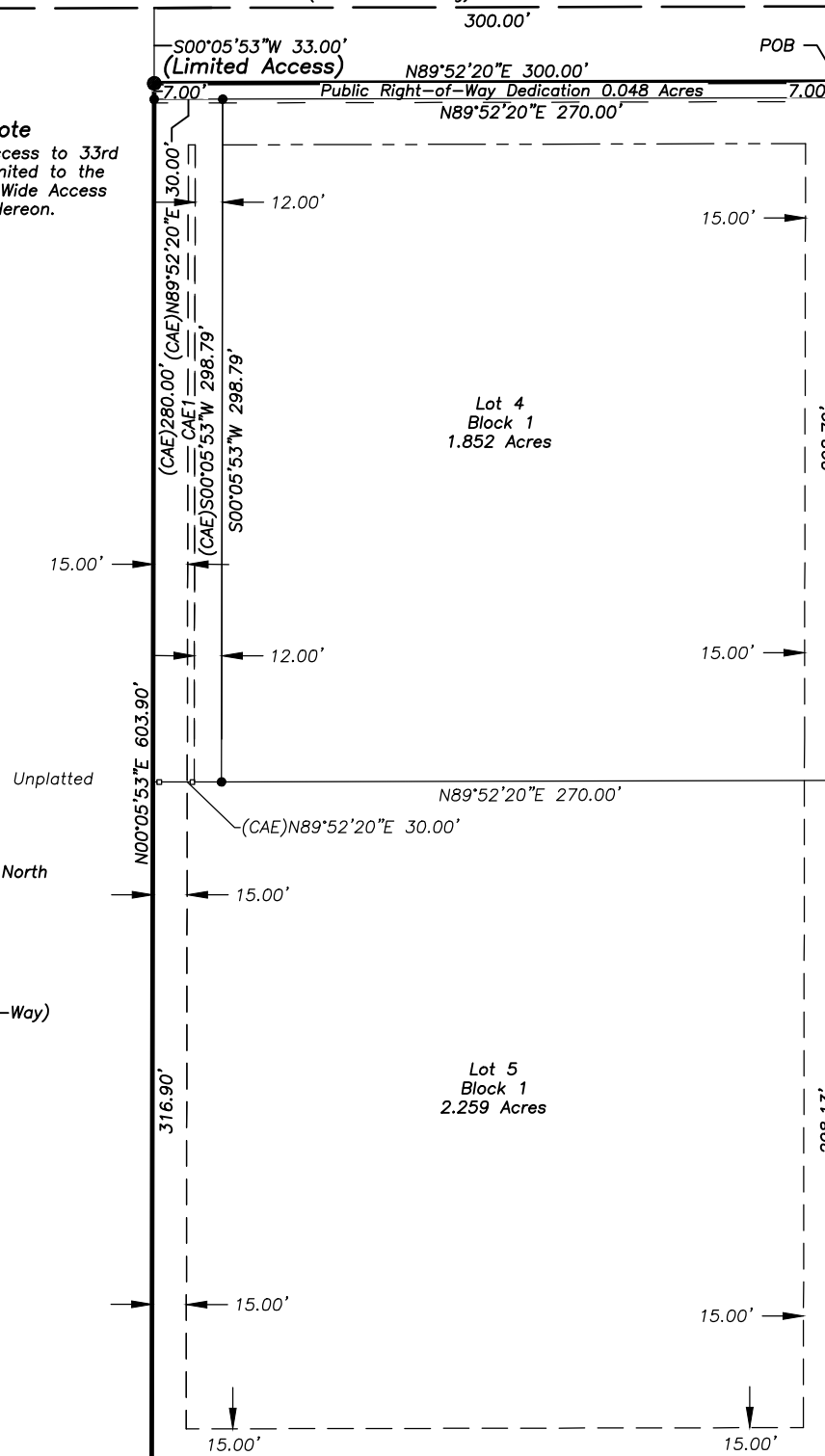
The West boundary line was established at the clients direction for site planning and design.

Idaho Falls Regional Airport Note
This property lies within noise impact area of Idaho Falls Regional Airport. Approaching and departing aircraft from Idaho Falls Regional Airport can be expected to fly over this property at approved and prescribed altitudes. Property owners and occupants will experience noise levels from aircraft engines. Noise levels may be intermittent and will vary depending on the location, approach and departure requirements, frequency, and type of aircraft

(Special Conditions)
Monument Falls in Post Concrete

- Legend**
- PLSS Corner Control (As Noted)
 - PLSS Corner Control (As Noted)
 - Set 5/8" x 24" Rebar With Plastic Cap Stamped PLS 14750
 - Set 1/2" x 24" Rebar With Plastic Cap Stamped PLS 14750
 - Found 5/8" Rebar With Plastic Cap Stamped PLS 14750
 - Found 1/2" Rebar With Plastic Cap Stamped PLS 14750
 - Found Mag Spike With Brass Washer Stamped PLS 14750
 - Section Line
 - Subdivision Boundary
 - Subdivision Lot Line
 - 20' Wide Public Utility Easement Along the Frontage of 33rd North
 - Public Utility Easement (Width As Noted)
 - CAE (Cross Access Easement)
 - Existing Easement as Noted
 - Centerline 30" Irrigation Pipe (The Centerline of Which Lies 18" South of Highway Right-of-Way) Pursuant to I.C. §42-1101
 - POB Point of Beginning Boundary Description
 - C.P.&F. Corner Perpetuation and Filing Record
 - Inst. Instrument
 - No. Number

Canal Right-of-Way
All canals, as shown hereon, exist within a right-of-way defined by I.C. §42-1101 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.



Existing 10.00' Public Utility Easement
University North Addition Division No. 2
Pursuant to Inst. No. 1394447
Dated March 10, 2011

Existing 12.00' Public Utility Easement
MK Simpson Center Division No. 1
Pursuant to Inst. No. 1632904
Dated February 11, 2020



**PETERSON
LAND SURVEYING, PLLC**
Idaho Falls, Idaho (208) 313-5033

STAFF REPORT
FINAL PLAT
MK SIMPSON DIVISION NO. 4

June 25, 2026



Applicant:
Jeff Freiberg, Engineer

Project Manager:
Brian J. Stevens

Property Owner:
Gary Voigt

Location: Generally located north of MK Simpson Blvd, east of University Blvd, south of W 33rd North, and west of N 5th.

Size: Approx. 3.8 acres

Lots: 2

Buildable: 2

Existing Zoning:

Site: R&D
North: R3A
South: R&D
East: R&D
West: R&D

Existing Land Uses:

Site: Agriculture
North: Residential
South: Research and Development
East: Research and Development
West: Agriculture

Future Land Use Map:

Special Use

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: For the Mayor and City Council. to **approve** the final plat.

History: The property is currently zoned R&D, Research and Development. It was originally annexed into the City in September 2006. This area is developing as part of the INL campus of buildings and generally includes larger lots for commercial development.

Staff Comments: The proposed final plat consists of approximately 3.8 acres and includes 2 buildable lots. Access to Lot 7 will be provided with a public cross access and utility easement to 33rd North. This access easement will also provide access to Lot 6 to the North.

The Comprehensive Plan designates this area as Special Use. 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.

Staff Recommendation: Staff has reviewed the final plat and finds it consistent with the Comprehensive Plan. The plat also meets the requirements of the Subdivision Ordinance and Comprehensive Zoning Ordinance. Staff recommends approval of the final plat as presented.

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 proposed 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 major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
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:

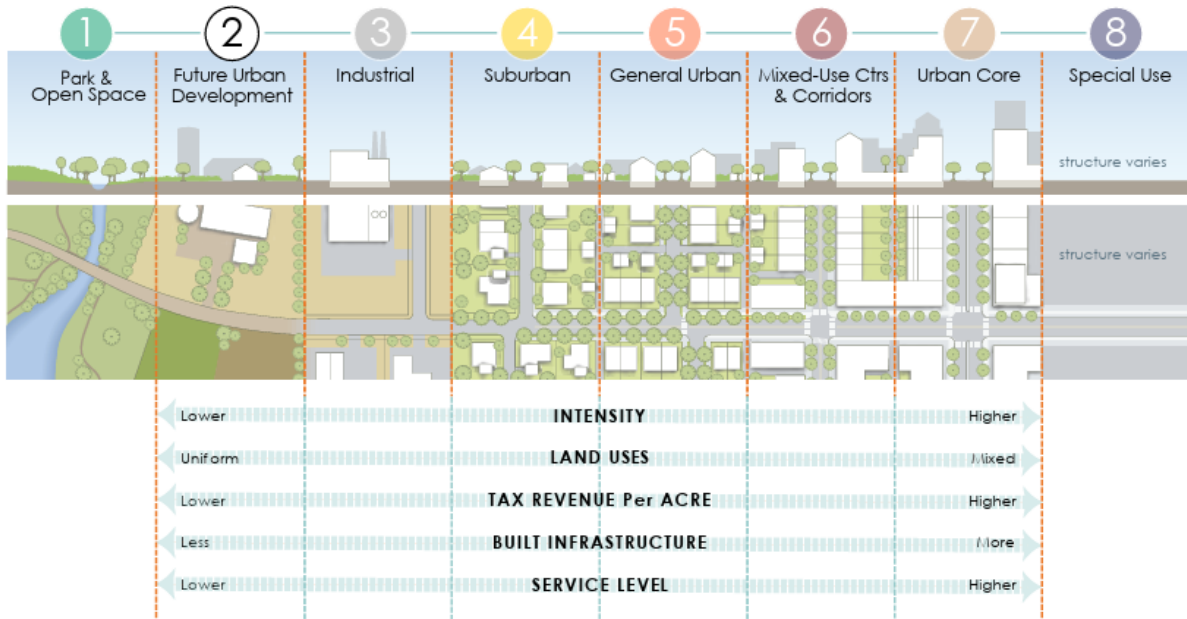
11-3-5: PURPOSE OF COMMERCIAL ZONES

(A) R&D Research and Development Zone. This zone provides a special purpose zone in which the primary use of the land is a center for research, development, and higher education. This Zone should be located close to transportation, public utilities and other facilities necessary to support research and development and higher education facilities. This Zone is also characterized by attractively designed buildings and off-street parking lots situated among, trees, shrubs and other landscape features.

Table 11-3-7: Dimensional Standards for Special Zones

	R&D	P
Site Area- Minimum in acres	30*	1*
Setbacks – Minimum in ft.		
Front	30	30
Side	0/ 20 *	20
Rear	0/ 20 *	30
Building Height- Maximum in ft.	see sub-section (3) below*	35
Lot Coverage- Maximum in %	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-10A (1-4) of this Zoning Code.		

ImagineIT Transects



8

Special Use

structure varies

structure varies

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.

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.

Proposed Land Use Classification	Industrial		Special Purpose	
	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				
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)

March 3, 2026

7:00 p.m.

Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Forrest Ihler, Dale Storer, Bill Scott, Matthew Meehan, Tia Panter

MEMBERS ABSENT: Deanna Harger, Mary Scales, Glen Ogden

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Brian Stevens, Planner; David Peterson Planner; Caitlin Long, Planner; Mike Thrower, Planner; Terry Rodino, Esq, City Attorney, and interested citizens.

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

MINUTES: Scott moved to accept the minutes of February 3, 2026, Meehan seconded the motion. The motion passed unanimously.

Business:

4. PLT 26-002: FINAL PLAT FOR MK SIMPSON DIVISION 4.

Commissioner Meehan recused himself from this item.

Applicant: Frank - Peterson Land Surveying. Frank indicated that they are asking for planning approval of final Plat for MK Simpson Division 4. It is a continuation and similar in nature to the rest. The plat consists of 2 Buildable lots that total 3.8 acres. The two lots will be limited to one access point onto W 33rd North on the northwest corner. It is designated as special use that is connected to the INL Campus area. Staff review shows that they have met all ordinances.

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

Scott asked about access to the back lot. Stevens showed on the plat that access is through an access easement, and it lines up across directly south of Cove Fort to the north.

Storer confirmed that there is no street going to lot 7. Stevens indicated that no street to lot 7, only an access easement and large drive isle.

Ihler asked if the easement should be on the plat.

Frank stated that the review process with the City of Idaho Falls Survey Department and part of the review process was showing the cross-access easement and part of the review process and the next submittal will have the easement on the plat. Storer asked why they are not dedicating the access. Frank stated that the flow of the traffic for the use of the 2 lots will not allow for the use of a through street. It only services the two lots. Storer stated that the Subdivision Ordinance requires full frontage on a dedicated street and access on a public street. Storer is concerned that this cannot meet the Subdivision Ordinance when there is no frontage onto a dedicated street.

Stevens stated that when staff reviews these, they look at them as if retail centers are organized under or like an HOA or an agreement, so that access easement gives them the access and the frontage because they are a unified lot and it is likely that the front building will be connected to the back. Storer stated that if the lots function as one, that is ok, but as they are broken into two lots, how do they know that is how it will be developed. Beutler stated that both lots do have direct frontage on 33rd N. Lot 7 is a flag lot that has access, and lot 6 has frontage onto 33rd. Storer stated that it is not frontage, it is access and that the ordinance requires both. Beutler stated that it does have frontage and access can come from a cross-access easement, which they will have and will be required, so it takes care of both. Beutler added that the Subdivision Ordinance also says that it refers to the City Zoning Ordinance as to the amount of frontage that is required, and in commercial zones, the amount of specific frontage onto a City street is 0 (zero), and that is what allow you to have the internal lot that doesn't have immediate access or frontage to a City street. Beutler stated that the Access Management Plan and the spacing requirements on different types of streets (collector -330'; arterial- 660';

strategic arterial - 1330'). They cannot follow the restrictions of the Access Management Plan and have access for every lot to City street. Storer is not concerned about access but is concerned about the ability for police and fire getting to the buildings. If there is a specific provision in the Zoning Ordinance, he is not familiar with it. Beutler stated that Fire requires an emergency access easement, so they have a direct easement that provides them with access.

Ihler asked if they have the easement on the final plat when the site plan is developed, are there certain standards that the builder has to follow when it comes to the cross-access easement, to make sure fire and police can get access to all lots, even if it is not a dedicated road. Beutler agreed that Fire access roads are a minimum of 26' wide. The fire access easement can be established with a plat, or recorded separately after the plat, as they are not sure of the site development. The fire department will require it to be addressed before they sign off. Ihler confirmed that the site plan has to follow other additional standards. Beutler referred to the replating at the Mall and indicated that the access is being established in access easement documents outside of the final plat document, and that was the preference of the property owner, and it is not a requirement that they be established with the plat.

Stevens stated that all of the parking lots are interconnected with the cross-access easements and that is how the campus on the R&D will operate. The lots are under single ownership, and the owner has developed division 1, 2, 3, and 4, and they are strategically going through the process. The developer has never landlocked himself out of a piece of property.

Storer stated that as long as the two plats function as a single lot, then there is not the issue, but his concern is when there is a single road and you don't know how the road will be constructed, whether it will be plowed, base will be done correctly, etc., and it is important to maintain the ability for fire to get to the lot. Storer stated it is a different issue than simply access to the street. Frank stated that through the site design process there is a lot of discussion and approval from the Idaho Falls Fire Department. There will be dedicated access for emergency responders, but all approval must come from Fire before they can finalize the site design process. Storer wants the assurance that fire and police can get there. Stevens agreed that the fire access easement will be obtained and it is a large parking lot between the two buildings. Stevens asked what Storer wants to see from staff to help with his concerns. Storer stated that he is not sure if it is in the building code, or where they control the site development. Beutler stated that site development is controlled with the fire code and zoning code and those together dictate the development of commercial property. Stevens asked what Storer wants so it is not an ongoing concern for him. Storer wants the City to revise the site development ordinance and provisions that allows, as long as they function as one lot, then if there are provisions that will guarantee that, it would be ok, but 2 different lots make him concerned. Stevens stated that there will be a fire access easement and that will ensure that it will come with the site plan process. Storer wants to make sure that there is proper development of the road, with it being plowed, proper base and the ability to regulate that access is not blocked by traffic. You can have that assurance, if you have frontage directly to a street, but back behind it becomes a concern. Stevens stated that they will have the easement in place, and that will ensure that they can get back behind. Storer stated that access management doesn't control building standards, it only provides a location of where the road will be, normally you do not see standards of road construction within access management. Beutler stated that fire has developed a very specific cross access easement for emergency response, which dictates all of that being opened, being maintained, plowed, etc. and that is all built into the easement document. Storer will look into that. Frank stated that the design approval process is held to a standard that ensures it will be built to the standard regarding durability and quality and that part is held through the design process and the approval of the design and is required to be to the Idaho Falls standards.

Ihler thinks this will be developed properly and appreciates Storer's comments.

Scott moved to recommend to the Mayor and City Council approval of the Final Plat for MK Simpson Division 4 as presented. Panter seconded the motion. Ihler called for roll call vote: Panter, yes; Scott, yes; Ihler, yes; Storer, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**APPROVAL OF THE FINAL PLAT OF MK SIMPSON DIVISION NO. 4 LOCATED
GENERALLY NORTH OF MK SIMPSON BLVD, EAST OF UNIVERSITY BLVD, SOUTH OF
W 33RD NORTH, AND WEST OF N 5TH WEST**

WHEREAS, the applicant filed an application for a plat on January 21, 2026; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 3, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 25, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 3.8 acres, the property is located generally north of MK Simpson Blvd, East of University Blvd, South of W 33rd North, and West of N 5th West
3. The property is zoned R&D, Research and Development.
4. The Final Plat includes 2 buildable lot.
5. Access to the subdivision will come from W 33rd North.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

Lisa Burtenshaw, Mayor



Memorandum

File #: 26-217

City Council

DATE: Wednesday, June 10, 2026

FROM: Wade Sanner, Director

AGENDA: Regular

DEPARTMENT: Community Development Services

Title

Legislative Public Hearing for the Annexation and Initial Zoning of I&M, Industrial and Manufacturing - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.35 acres in Lot 4, Block 1 Kingston-Bauchman Industrial Park Division No. 1.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

1. Approve the Ordinance annexing approximately 1.35 acres in Lot 4, Block 1, Kingston-Bauchman Industrial Park No. 1; assign a Comprehensive Plan Designation of "Industrial;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 1.35 acres in Lot 4, Block 1, Kingston-Bauchman Industrial Park Division No. 1 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 I&M, Industrial and Manufacturing with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
4. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing with the Controlled Development Airport Overlay Zone and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

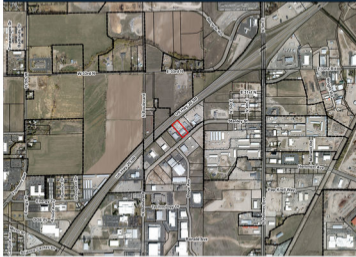
Description, Background Information, Purpose:

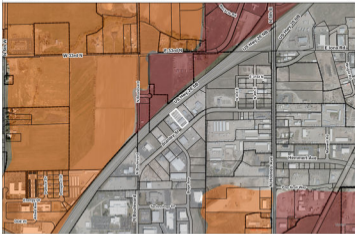
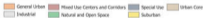
Attached is the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing with the Controlled Development Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.35 acres in Lot 4, Block 1, Kingston-Bauchman Industrial Park Division No. 1. On June 2, 2026, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of I&M to the Mayor and City Council as presented. This annexation was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, BMPO, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

This item has been reviewed by the City's Legal Department and Municipal Services.

Aerial

ANX26-004 Initial Zoning I&M w/Airport Overlay

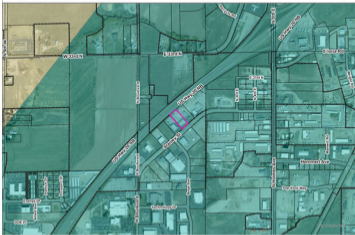




Airport Compatible Land Use

ANX26-004 Initial Zoning I&M w/Airport Overlay

- | | | |
|---|---|--|
|  Approach Surface |  Controlled Development Approach Surface |  Limited Development Approach Surface |
|  Controlled Development |  Limited Development |  No Development |



1020 E. Lincoln Road
Idaho Falls, Idaho 83401

Phone
(208) 524-8175

KINGSTON-BAUCHMAN INDUSTRIAL PARK DIVISION NO. 1 BONNEVILLE COUNTY, IDAHO PART OF THE W. 1/2 N.E. 1/4 SECTION 7, T. 2 N., R. 38 E., B.M.

938754
STATE OF IDAHO
County of Bonneville
I hereby certify that the within plat was
filed on 3-19-97 at 11:02 A.M.
RECORDING CLERK
By Frank Perry Deputy



LEGEND & NOTES

- 1/2" x 3/4" Steel Re-bar set with plastic cap stamped L.S. 87
- 1/2" Steel Re-bar found with cap stamped L.S. 87
- Highway Right-of-Way Unplatted
- A Ten Foot wide Utility Easement to be hereby granted along all road frontages within each lot. All other easements are shown with unless otherwise noted.

RECORDER'S CERTIFICATE

I hereby certify that the foregoing subdivision plat of the KINGSTON-BAUCHMAN INDUSTRIAL PARK, DIVISION NO. 1, Bonneville County, Idaho was filed for recording in the office of the Recorder of Bonneville County, Idaho on this 19th day of March, 1997 at 11:02 A.M. under instrument number 938754 to Plate 938754 in Book 1102 A.M.

COUNTY'S ACCEPTANCE

The foregoing plat was duly accepted and approved by the Board of County Commissioners of Bonneville County, Idaho by resolution adopted this 19th day of March, 1997.

CITY'S ACCEPTANCE

The foregoing plat was accepted and approved by the Mayor and City Council of the City of Idaho Falls, Idaho by resolution adopted on the 19th day of March, 1997.

TREASURER'S CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, for the record and to the State of Idaho, do hereby certify that all county priority taxes due for the property included in this plat are current.

HEALTH DEPARTMENT CERTIFICATE

I hereby certify that sanitary restrictions required by Idaho Code Title 24, Chapter 12, Section 24-120 have been satisfied and this plat is hereby approved for recording by filing of this certificate herewith.

IRRIGATION WATER RIGHTS

The property included in this plat is within the Idaho Irrigation District, water rights within the system have not been provided. The easements will be served by the irrigation company, are a lien on the property and are the responsibility of the lot owner. The owner-developer is obligated to comply with the Uniform Irrigation of Land Act 31-3005, 31-3006, 31-3007, Idaho Code or any law that may be enacted in the future and to pay the cost of water as defined in Section 21-2006 Idaho Code.

EXAMINING SURVEYOR'S CERTIFICATE

I hereby certify that I have examined this plat and find it to be correct and conforms to the plat in Section 207-208 of the

BOUNDARY DESCRIPTION

Beginning at the North Quarter Corner of Section 7, Township 2 North, Range 38 East of the Boise Meridian; thence S. 89° 41' 47" E., 1376.00 Feet along said section line to the Northwest Corner of the Northwest Quarter of the Northeast Quarter; thence S. 89° 41' 47" E., 426.57 Feet along the East line of said Northwest Quarter of the Northeast Quarter to a point on the Southwesterly Right-of-Way line of U.S. Highway 20 being the true north by meridian; thence thence S. 89° 41' 47" E., 142.00 Feet along said Right-of-Way line to a point on a curve with a radius of 11,376.16 Feet and a central angle of 2° 41' 31" a distance of 130.30 Feet; thence S. 21° 56' 00" E., 363.70 Feet to the Northwesterly Right-of-Way line of a public street; thence S. 89° 50' 00" E., 101.10 Feet along said street to a point of curve with a radius of 366.87 Feet; thence to the right along said curve through a central angle of 19° 36' 16" a distance of 166.34 Feet; thence S. 89° 41' 47" E., 206.18 Feet to the point of beginning.

OWNER'S CERTIFICATE

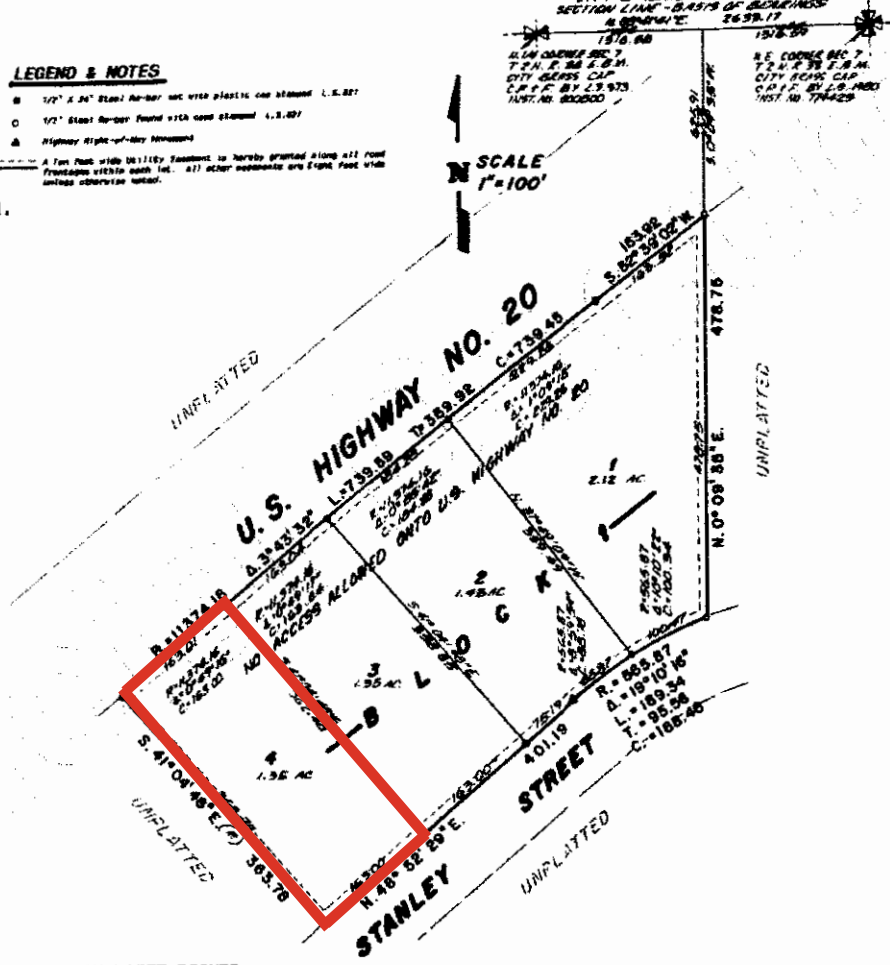
ALL PARTS OF THIS PROPERTY: That on the undersigned, are the owners of the tract of land included within the Boundary Description above herein and have consented the same to be divided and divided into lots and lots to be hereafter known as the KINGSTON-BAUCHMAN INDUSTRIAL PARK, DIVISION NO. 1, Bonneville County, Idaho and do hereby declare to the Public, all easements and other features. I also certify that I have caused to be filed in the office of the Recorder of the State of Idaho.

ACKNOWLEDGEMENT

STATE OF IDAHO
County of Bonneville
On this 19th day of March, 1997 before me the undersigned, a Notary Public, personally appeared David O. Kingston, a Partnership of Kingston-Bauchman, a Partnership, the said David O. Kingston, a Partnership and the said Partnership, the said Partnership and the said Partnership, all of whom being duly sworn to and acknowledged to me that he executed the same in said partnership name.

SURVEYOR'S CERTIFICATE

I, Garth E. Davidson, do hereby certify that I am a professional Land Surveyor, and I have examined the tract of land described in the Boundary Description attached hereto, that said tract conforms to the plat as shown on the State of Idaho and the new plat is correct and conforms to the State of Idaho Code, Title 24, Chapter 12, Section 24-120.



KINGSTON-BAUCHMAN INDUSTRIAL PARK DIV. NO. 1 9/27/94 E-16 3-19-97

STAFF REPORT

**ANNEXATION AND INITIAL ZONING OF I&M, INDUSTRIAL AND
MANUFACTURING WITH THE CONTROLLED DEVELOPMENT
AIRPORT OVERLAY ZONE**

LOT 4, BLOCK 1, KINGSTON-BAUCHMAN INDUSTRIAL PARK

June 25, 2026



Community
Development
Services

Applicant: Universal Stone,
Broc McArthur

Owner: Genesis Investments

Project Manager: Mike
Thrower

Location: Generally located
north-west of Stanley Road and
southeast of US Hwy 20.

Size: Approximately 1.366
Acres

Zoning:
Existing: County IM-3
North: US HWY 20
South: City I&M
East: County IM-1
West: City I&M

Proposed Zoning: I&M with
Airport Overlay Zone

Existing Land Uses:
Site: Industrial
North: US Hwy 20
South: Industrial
East: Industrial
West: Industrial

Future Land Use Map:
Industrial

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 I&M, Industrial & Manufacturing with the Controlled Development Airport Overlay Zone

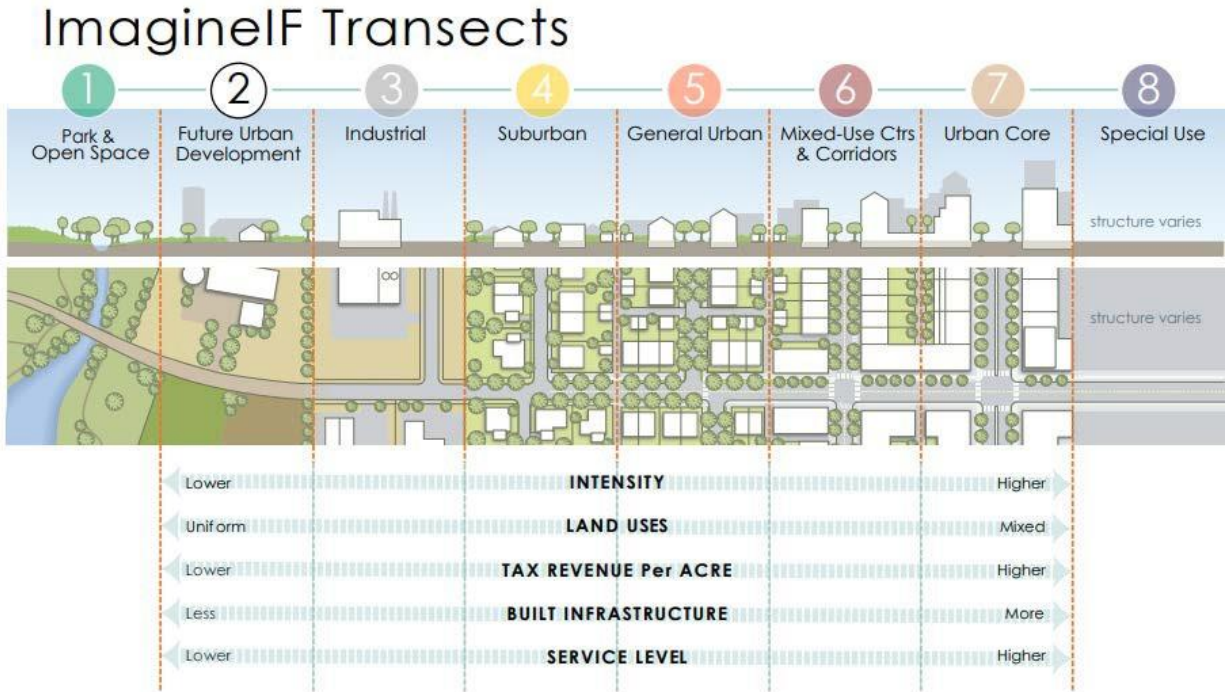
Annexation: This annexation was requested by the property owner. The property is in the Area of Impact and contiguous to city limits along the eastern property line. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is I&M with the Controlled Development Airport Overlay Zone. The property is adjacent to I&M zoning to the east. Surrounding properties within Bonneville County are Zoned IM-1, an industrial and manufacturing zone. Surrounding land uses include industrial uses, such as industrial material supply and contracting locations. The Airport Overlay Zone is in the Controlled Development zone. In this zone, the underlying zone land use restrictions apply.

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 I&M and the Controlled Development Airport Overlay Zone

Comprehensive Plan Land Use

Transects: pg. 60-70



3. Industrial

Snapshot: The Industrial Transect denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. These areas are generally near major roadways, with frontage on arterial roadways, and they may have railroad access.

Local examples: Industrial Parks south of Sunnyside Road along the Yellowstone Highway Corridor, Anheuser Bush facilities, industrial park located north of Science Center Drive/Anderson Street and US 20

Zoning Ordinance:

11-3-7: PURPOSE OF INDUSTRIAL ZONES

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, storing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers, storage areas, and successful manufacturing operations. (Ord. 3629, 10-23-25)

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)

11-2-5: 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.

Proposed Land Use Classification	Industrial		Special Purpose	
	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)

11-5-3: Airport Overlay Zone

- (e) Controlled Development Zone. The Controlled Development Zone is the area where aircraft are transitioning to or from en route altitude or Airport over-flight altitude to or from the standard traffic pattern altitude of eight hundred (800) to one thousand (1,000) feet above airport elevation. In this Zone, the underlying Zone land use restrictions apply, and a 7460.1 Form from the FAA is required for structures that do not meet the exceptions of Section 11-5-3(D) FAA Form 7460.1, Notice of Proposed Construction or Alteration.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.366 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:

Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.366 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.”

“A copy of the full text of the ordinance is available at City Hall”

Linda Lundquist, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 1.366 ACRES GENERALLY LOCATED NORTH-WEST OF STANLEY ROAD AND SOUTH-EAST OF US HWY 20

WHEREAS, the applicant filed an application for annexation on April 27, 2026; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2026; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on June 25, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.366 acres generally located north-west of Stanley Road and south-east of US HWY 20.
3. This property is in the Area of Impact and included in the Comprehensive Plan Map.
4. The property is contiguous to City limits along the south-western and southern property lines.
5. The annexation was initiated by the property owner.
6. City utilities are in the vicinity of this property.
7. The Comprehensive Plan designates this area as Industrial.
8. Idaho Falls Planning and Zoning Commission recommended approval of annexation.
9. The proposed annexation is consistent with the principles of the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 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 1.366 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING, WITH CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is I&M, Industrial and Manufacturing, with Controlled Development Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Industrial”; 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 “Industrial”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on June 2, 2026, and recommended approval of zoning the subject property to I&M with Controlled Development Airport Overlay Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on June 25, 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 Industrial.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as I&M, Industrial and Manufacturing with Controlled Development Overlay Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “I&M, Industrial and Manufacturing with the Controlled Airport Overlay Zone” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are

intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2026.

CITY OF IDAHO FALLS, IDAHO

Lisa Burtenshaw, Mayor

ATTEST:

Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.366 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

"A copy of the full text of the ordinance is available at City Hall"

Linda Lundquist, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF I&M, INDUSTRIAL AND MANUFACTURING WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE, APPROXIMATELY 1.366 ACRES, GENERALLY LOCATED NORTH-WEST OF STANLEY ROAD AND SOUTH-EAST OF US HWY 20

WHEREAS, the applicant filed an application for annexation on April 27, 2026; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 25, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.366 acres generally located north-west of Stanley Road and south-east of US HWY 20.
3. The Comprehensive Plan designates this area as Industrial.
4. The proposed zoning consists of 1.366 acres of I&M, Industrial and Manufacturing, with the Controlled Development Airport Overlay Zone. The proposed zones are consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of the I&M, Industrial and Manufacturing, and Controlled Development Airport Overlay Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

Lisa Burtenshaw - Mayor



Memorandum

File #: 26-218

City Council

DATE: Wednesday, June 17, 2026

FROM: Wade Sanner, Director

AGENDA: Regular

DEPARTMENT: Community Development Services

Title

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

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

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

Description, Background Information, Purpose:

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Willows Place Townhomes. The following is a summary of the historical background:

On October 7, 2025, the Planning Commission voted to recommend approval of the PUD to the Mayor and City Council with a vote of 5-1.

On January 22, 2026, the Mayor and City Council unanimously denied the PUD for Willows Place Townhomes as presented.

On February 26, 2026, the applicant requested reconsideration of the decision of denial for Willows Place Townhomes PUD.

On April 2, 2026, the Mayor and City Council denied the reconsideration of Willows Place Townhomes PUD with a vote of 3-2.

On April 23, 2026, the Mayor and City Council approved the written decision regarding the request for reconsideration and upheld the denial of Willows Place Townhomes PUD.

On April 30, 2026, the applicant requested mediation on Willows Place Townhomes PUD.

On May 14, 2026, mediation was held, and a proposed mediation agreement jointly proposed by the City of Idaho Falls and Bear Hunter Holdings, LLC was signed.

On May 21, 2026, an updated PUD was submitted per the mediation agreement and the PUD was scheduled for the City Council date of June 25, 2026, to hold a new public hearing for Willows Place Townhomes PUD.

This PUD was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, BMPO, and the Public Works Water, Wastewater, Sanitation, and Engineering/Survey Divisions.

This item has been reviewed by the City's Legal & Municipal Services Departments.

PROPOSED MEDIATION AGREEMENT

This Proposed Mediation Agreement is jointly proposed by the mediation team for the City of Idaho Falls, a governmental entity, and Bear Hunter Holdings, LLC, an Idaho limited liability company. The parties were represented by legal counsel and their respective officers. The mediation took place at the City Hall Annex with Thomsen Mediation LLC/Curt R. Thomsen as the mediator. The Parties agreed to mediate their dispute which is the matter of the application for approval of a PUD for the development known as Willows Place Townhomes. The application for PUD was denied by the Idaho Falls City Council and the parties entered into mediation to resolve issues related to the application and configuration of the proposed PUD.

The Parties have reached a potential compromise, subject to the requirements of ordinance that the compromise be approved by the Idaho Falls City Council after public notice and public hearing.

PROPOSED AGREEMENT

1. Bear Hunter Holdings, LLC, agrees to modify its PUD application to the configuration and terms as shown on the Proposed PUD with Mediation Adjustments submitted to the mediation (attached as Exhibit A), with the following additional changes: The park area in the original plat application will be relocated to the twinhome lot immediately adjacent to Plommon Street, as shown on Exhibit B. The noted twinhome lot will be relocated to the park area north of the retention pond. The park will be open to the public but will be maintained by the HOA of the subdivision for Willows Place Townhomes. The park will be constructed to City of Idaho Falls standards in effect at the time this agreement is approved, as shown on Exhibit C. Bear Hunter Holdings shall be allowed to name the park and shall place at least one sign next to the park indicating that the public is invited to use the park.
2. The City agrees that the common space requirement in City Code 11-2-6(W) may be reduced below 25% only as necessary to accommodate the change in location of the park site and the one twinhome site.
3. Bear Hunter Holdings will either obtain a stormwater easement from the adjacent church property (which is Tract 2 as shown on record of survey instrument number 1784183) to maintain present designed depth and volume for City stormwater requirements or construct the retention pond to required capacity.
4. The City agrees that the parking space requirement may be reduced further from the number of parking spots shown on the Proposed PUD with Mediation Adjustments only as necessary due to the reconfiguration of the park and twinhome lot.

5. The Parties agree to cooperate fully in preparing and to execute any and all supplementary documents which are required to give full force and effect to the terms of this Agreement if approved by the City Council.
6. This Proposed Mediation Agreement contains the entire joint proposal between the Parties, and no representation is made that the City Council will approve this agreement.
7. This Proposed Mediation Agreement shall become effective only after approval by the City Council.
8. The new PUD shall be subject to the normal process for site plan and platting. This Proposed Mediation Agreement shall not be construed as waiving any legal requirement pertaining to the new PUD, other than as outlined in this Proposed Mediation Agreement.
9. This Proposed Mediation Agreement shall automatically expire one year from the date that this Proposed Mediation Agreement is approved by the City Council if no updated PUD drawing is submitted for consideration by City Council within twelve months of the date that this Proposed Mediation Agreement is approved.



Date: 5/14/2024

Mediation Team for the City of Idaho Falls



Date: 5-14-2026

Bear Hunter Holdings, LLC



REVIEWED BY:
RYAN SINGLETON

WILLOWS PLACE

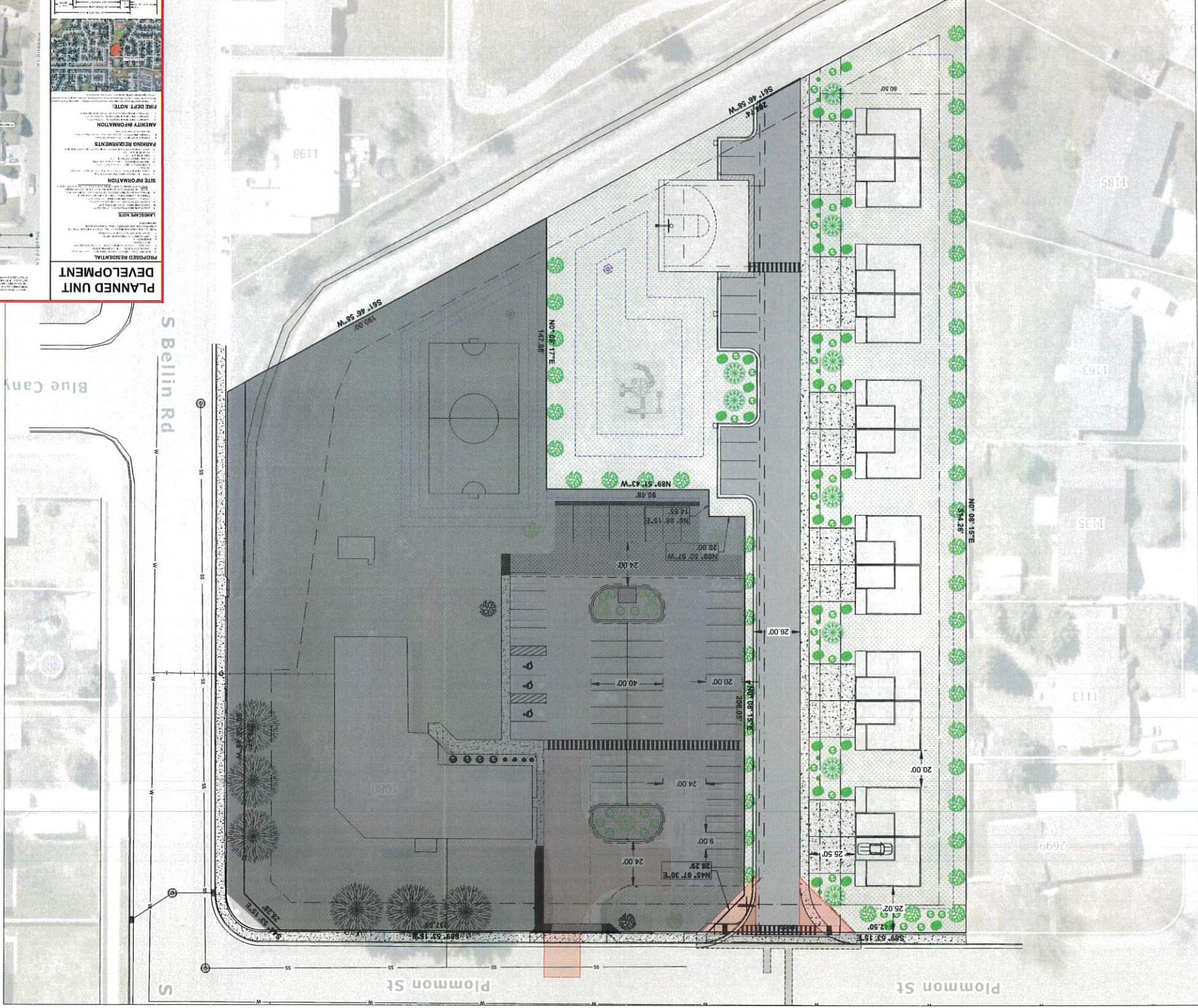
1" = 30'
0 30 60
24" X 36" SHEET SIZE



29-Apr-26
PAGE NO. 1
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PROPOSED PUD WITH MEDIATION ADJUSTMENTS

EXHIBIT A



PLANNED UNIT DEVELOPMENT

PROPOSED RESIDENTIAL

LANDSCAPE PLAN

PLANNING REQUIREMENTS

PERMITS REQUIRED

GENERAL NOTES

LEGEND

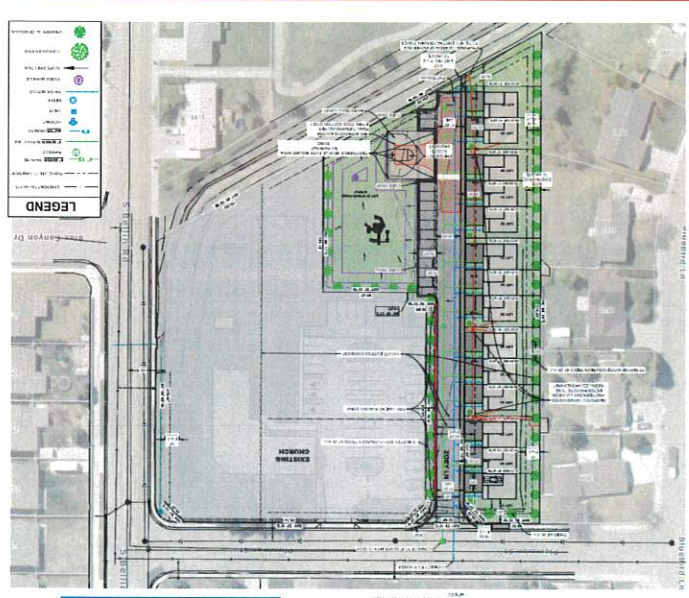
WILLOWS PLACE TOWNSHIPS

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29-Apr-26

ORIGINAL PUD



PROPOSED LAND OWNER POTENTIAL MEDIATION COMPROMISES

1. REDUCED DENSITY/UNIT COUNT TO 12 UNITS
2. REPLACED PLEXES WITH TWINHOMES
3. INCREASED LINEAR FOOT OF LANDSCAPING ALONG ROAD FROM 48% TO 57% AND INCREASED TREE AND SHRUB DENSITY ALONG THE ROAD FROM 17 TREES AND SHRUBS TO 85 TO BREAKUP AND HIDE PARKED VEHICLES.
4. SLID ROAD 5' TO THE EAST TO ALLOW FOR A FULL 25' FRONT YARD PRIVATE ROAD SETBACK WHILE STILL RETAINING A 5' LANDSCAPE STRIP BETWEEN THE ROAD AND THE CHURCH PARKING LOT
5. LENGTHENED DRIVEWAYS TO 25' LONG (X 20' WIDE)
6. REDUCED OVERALL PARKING STALL COUNT BY 10 STALLS LEAVING 3.8 STALLS PER UNIT (1 STALL IN THE GARAGE, 2 STALLS IN THE DRIVEWAY AND A COMBINED TOTAL OF 10 SHARED GUEST STALLS ON EAST SIDE OF STREET (OUTSIDE OF 26' FIRE LANE)

CITY COUNCIL PROPOSED MEDIATION TOPICS

- a. Privacy - Accommodated, Compromise #1 and 3 above
- b. Streetscape and parking - Accommodated, Compromise #1, 2 and 3 above
- c. Placement of public amenities - Unable to accommodate due to narrow neck of land at entrance. This is the driving force behind the use of the PUD ordinance for this property. As an example, if a 60' city road right of way were to be dedicated it would only leave a 10' deep buildable building area.
- d. Connections to surrounding neighborhood and public lands - Unable to accommodate, with the exception of the single entrance at Plommon. When asked, the irrigation district rejected the idea of a pedestrian bridge across the canal.
- e. Reduced density - Accommodated, Compromise #1 above

From: [Mack Smith](#)
To: [Caitlin Long](#)
Subject: Willows Place Townhomes PUD
Date: Wednesday, June 17, 2026 3:18:40 PM

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Mayor and City Council:

The reasons to deny this most recent iteration of the Willow Place Townhomes PUD are, for the most part, the same as was given in the January City Council meeting to deny the first iteration. A) The proposed PUD is less than two acres as is required by City Code (this reason alone is sufficient to deny the application as stated in January by the City Council). And B) The planned Streetscape would be dominated by parked vehicles and garage entrances. They have to rely on variances to setbacks and now buffer areas, alternative turnarounds and a narrower private road. Many of which are directly related to the safety of citizens.

In regard to point A, the site is still under 2 acres and therefore does not meet code. Also, since the site hasn't changed the determination of the Council that the PUD site is not redeveloping for purposes of City Code should still apply unless the Council goes back on its determination. Finally, the Council found the amenities didn't provide a sufficient benefit or amenity to be considered a public benefit or amenity under City Code. In this iteration, the developer moved one of the amenities, the playground, so as to be close to a public road, Plommon. As expressed by community members this adds no real benefit as the surrounding neighborhood children go to Westside Elementary School and use the extensive playgrounds there. Again, their amenities add no benefit for the surrounding community that isn't currently readily available.

Again, the new PUD really doesn't address the issue of water run-off control. The plat copy provided is so small and crowded that slope arrows that are supposed to exist cannot not be found. And the west to east run-off will be disrupted by the development with water either standing over the utilities or running down hill to the south to cause problems for those residents.

A new concern with the restructured PUD is the inclusion of Church private property with the PUD. It appears that the developers are including a turnaround in the adjacent parking lot of the church that has no access to the PUD. Even though the buffer between the PUD and church parking lot has been reduced from 10 feet to 8 feet (hard to read but finally deciphered it), another variance according to code, there is no opening to allow access to the PUD. In order to have the turnaround, the church appears to give up one of the entrance/exits to the parking lot. Not to mention almost half of their parking spaces,

not sure where the members are going to park as the parking lot is almost full on Sundays, out on the street I guess if this is approved. I would think that after 40+ years the parking lot would be grandfathered in and not have to adhere to new zoning regulations, if that's what this represents. Also, the current entrance/exits are such that emergency equipment could easily turn around without having to backup, city utility vehicles do it all the time. It looks like they are appropriating their land for the drainage pond unlike in the previous rendition. Then there is the matter of guest parking, it appears that guest parking has been moved to the church as well, with no clear path to the PUD. This only invites long term parking in a private parking lot and takes away the church members ability to use their parking lot. Somehow this doesn't seem right, but we're sure there is an explanation. We would be concerned the developer is coercing them in some way, telling them they don't meet code or using some other leverage they have either real or perceived. The more we review this new PUD, the more convoluted it seems to get. Are they part of the PUD HOA? Need to understand the legal arrangement to determine if it meets code.

After reviewing again, the other PUD project applications under 2 acres, that the developer listed in their bid for reconsideration it becomes obvious that the reworked project still has all the deficits that were pointed out in your January denial, plus some. And Councilman Francis was correct in stating that the denial was not capricious or arbitrary. It was disheartening to see a couple of our elected council members, who are supposed to represent us, visibly buckle under the threat of a lawsuit, even though the City currently employs at taxpayer expense 4 attorneys. However, we think it is important to emphasize some of the differences in relation to the approved PUDs that the developer brought up because establishing those differences emphasizes the deficiencies of the current proposal.

If this PUD is approved, it will apparently be the only PUD approved by the City Council that is under 2 acres in its finished state. Should be noted again that the developer submitted Cleveland PUD as being approved; it was not (probably mistakenly thought that all applications were approved as this seems to have been past practice). Skyline Manor and Anderson Townhomes are PHASED projects which are allowed in the code. Both of these projects each relied on two PUD applications to complete their respective phases. Both shared amenities and roads across their applications that were referred to in discussions. When both projects are finished, you won't be able to tell that there were two separate applications; they will just be seamless neighborhoods over 2 acres.

The amenities in both Skyline Manor and Anderson Townhomes are such that they are not redundant within the immediate area. Skyline Manor has a small playground with equipment, but the nearest playground of any size is over a mile away. Anderson

Townhomes is similar to the PUD in question in that it is near Bush Elementary, but instead of a playground they are putting in a pickleball court, something that shows thought on their part, rather than suggesting something that is readily available in the area. It is apparent that Bear Hunter Holdings LLC thought that quantity rather than quality would be important as they continued to add redundant amenities through the hearing process (Neighbor Meeting - Basketball Bank, P&Z Hearing - small playground, City Council Hearing – Soccer Field for Church, Reconsideration Hearing – a bunch of somewhat incoherent stuff they did or would do for the Church they purchased the land from. It seems they are unwilling to provide an amenity that would actually benefit the community, probably has to do with cost.

The planned streetscape would be dominated by parked vehicles and garages. Skyline Manor has a private road; Anderson Townhomes has a public road. The difference between the two can be seen if one goes and visits these PUDs. Anderson feels more open and safer because it is a public road, and the setbacks did not have variances. Skyline Manor on the other hand has only a 20-foot setback from the narrower private road and is as Council Francis described as being dominated by garage entrances and parked cars (something the PUD code wants to avoid). If you want a visual of what Willow Place Townhouses will look like, please go visit Skyline Manor. Vehicles in Skyline Manor hang over the curb and road on one side. The sidewalk on the other, depending on how large the vehicle is in the driveway determines the encroachment. In Willow Place Townhouses, the vehicles will also hang over the sidewalk, essentially making it part of the driveway. This will be accentuated in the current proposal as up to 4 cars can be parked side by side in the driveways all down the narrow private road. Of course, no one considers the safety concerns associated with a narrow road and shortened setbacks along with dense parking. As soon as you begin backing you are over the sidewalk and in the road. There is a reason that public roads and required setbacks are preferred because of the increased safety that is provided by them. I wonder if the city should be held accountable for injuries or accidents that occur in places where the city council approved these variances to code. The developer would only say that the City Council approved it.

The roads in the PUDs cited by the developers have two entry/exit points, thus no need for a “alternate turnaround” that seemed to be inadequate from the January City Council meeting comments. If the developer is going to appropriate the church private property to enhance this current PUD, why not an easement to Bellin Road for a second entry/exit point to alleviate the need for the alternate turnarounds by piping and covering the canal? Of course, their response would be like the fence along the canal; they don’t want to deal with the canal company, something they make a big deal of when asked. The New Sweden developers put pipe down and covered the canal from the Church next

to the subject PUD north to the north side of Pancheri. And the new development on the corner of Pancheri and Bellin recently piped and filled in the canal that fronted their property on Bellin, so it obviously isn't a problem with the canal company. Same thing with fencing the canal, Westside Elementary has a fence along the canal that borders their property, just on the other side of the canal from the subject PUD. The fence just has to be outside the canal easement. So, the hang up here isn't the canal company; it's the developer and, again, probably has to do with cost. If you were to come and visit the subject PUD site, you would understand why folks are concerned about the canal. It is deep, narrow and with steep sides that would be very difficult for someone to get out of if they fell in or went in after an errant basketball, but there again, safety is not concern in these discussions.

Another big point is the zoning of the PUDs cited by the developer; both are in R3A zones which means that they are situated with compatible and similar types of housing. If you go and visit these PUDs you will note that they don't share long property lines with established single-detached R1 homes that were built before zoning codes where changed in 1999. They are next to truly similar types of structures.

The changed code is a disadvantage to established neighborhoods, something that irritates citizens. I am guessing that most residents were blindsided by the zoning changes until they were faced with developments and also didn't know about the letter sent out from the city to developers in 2020 to encourage high density housing in relation to the code changes. The code no longer protects existing homeowners from vastly different housing developments that do not look or feel like the surrounding neighborhoods of their single-detached homes. It is like when "naïve" citizens read in the zoning code that these structures should be compatible with the contiguous neighborhoods, we are thinking what these buildings look like in comparison to the houses in the neighborhood, like where the code says, "compatible with the surrounding neighborhood bulk, scale, structural mass and character demonstrated by similar building types, construction, separations and heights." But citizens of course don't understand what is or is not compatible; that is left to the experts who can interpret the code to the advantage of developers since that is how the current code seems to be interpreted.

Of course, the irritation with development was seen in the mayoral elections last fall. Mayor Burtenshaw would not be our mayor if it hadn't been a three-way election; she received fewer votes than Mr. Alldridge all on the issue of over development that was pushed by the Alldridge campaign. The runoff became a different issue, that of keeping the far right and those suing the City out of the office. The election should be studied; the original election had like a 25% voter turnout which is more than 5% more than in a

normal local election. The runoff had a 37% turnout which is unheard of in runoffs where turnout is usually in the 10 to 12% range, so feelings were high. But, with only a 725 vote difference, over development is still a significant issue with Idaho Falls voters. Add to this a survey that was sent out by the city that was obviously biased in favor of development and there seems to be a disconnect between the voters and their elected representatives.

Other issues are with the hearing process itself that frustrate and upset residents. The process seems to be weighted to the developers. The Neighbor meeting is just a bunch of “Shinola” with the developer talking down to us like we are ignorant and selfish people who want to prevent their high and noble work of providing “affordable housing” to our children and grandchildren. Of course, he delivered this lecture remotely from his home in Teton Valley. At least that was our experience. They are able to advocate for their projects in the various public meetings for 20 to 30 minutes, bringing up whatever they want as evidenced by their comments in the various meetings and change the proposal as they go along. Citizens are limited to just 3 minutes and are supposed to just talk about issues related to code with barely enough time to make one or two cohesive points (granted the Mayor was kind enough to let people go longer and finish). The developer then gets another 20 to 30 minutes to respond with a rebuttal to what citizens have said. Citizens have no chance of addressing the developers rebuttal comments, I guess that’s why it is quasi-judicial because the scale of justice is not balanced. Also, if citizens submit a written document, then the developer has time to read all of their comments and prepare a response before the hearing. The developer doesn’t have to submit anything except the application/plat (because of its size and limited information it is difficult to decipher, and this last one has several symbols that are not in the legend not to mention illegible sized font even with a magnifying glass), so citizens have no idea what the developer will say at the meeting, so can’t prepare beforehand like the developer. The variances and exceptions aren’t even listed. Citizens also don’t have the resources or easy access to consultants that have 17 years of experience with the City as a director/planner to help them create a package or be used as a spokesperson to influence their former colleagues (even if they did they would be limited to 3 minutes), something of an ethics issue in our view. This go around the PUD has been significantly changed, but it apparently doesn’t have to follow the standard process, citizens only get one shot with a very short written response time as compared to hearings in the past. This gives the impression that transparency is somewhat opaque. And then of course no public comment in the last city council meeting was allowed. Also, it would be nice if you addressed why this PUD, though very different in design than the last one was not put through the stated process as found in the city code or is this just a continuation of the last process?

It should be noted that the Development Department Director at the reconsideration hearing presented the Cleveland PUD as being approved, which it wasn't. This tends to indicate that information given by the developer is taken as being accurate without adequate research or questioning, which we fear permeates the hearing process.

Citizen input doesn't seem to carry the same weight. Further strengthening the comment about "rubber stamping" during the P&Z hearing by one of the commissioners. The fact that the developers indicated that it was approved when it wasn't tends to put all of their arguments about the number of PUDs approved in question, not to mention the rest of their claims. And, when a Councilperson says let the experts decide, it is very concerning when the "experts" don't pick up on obvious errors and then proceed to repeat them. We will say that the Director came up to us after the meeting to apologize for his error of representing the Cleveland PUD as being approved, but I don't know if that was communicated to the City Council by him. These situations certainly do not instill confidence in whether documents/statements made by developers are adequately reviewed by the city or are they just taking the word of the developer and their paid consultant and applying a rubber stamp. Technically speaking, how appropriate is for the Development Division to recommend approval to the City Council when the project is deficient from a code standpoint and has variances that only the City Council can decide on?

The tactic that the developer's attorneys used at the reconsideration meeting to postpone is one that from other court proceedings I have been involved with is used quite a bit if evidence that the opposing party has submitted seems difficult to counter or they are just stalling to see if some advantage can be gained. The move to postpone in this case was likely done so the attorneys and developers could say that they were denied the opportunity to appropriately state their case in future legal proceedings, that is why the only person there from the developers was the landscape engineer. Interesting, since they had several people at the other hearings. Grateful that you went ahead with the hearing, good call.

Issues of privacy, and property values are brushed aside in these hearing meetings, but these are probably some of the issues that upset Idaho Falls residents the most. I would encourage Council members to drive down Call Avenue off of Skyline Drive, just south of Broadway into the established neighborhood that is behind the large apartment complex off Broadway. There you can see the 3 story apartment buildings rising above the single family detached houses, which puts a whole new perspective on privacy and property values. There really isn't much of a transition or buffer going from one to the other, which is similar to our situation. Granted the Willow Place PUD is only two-story structures, but the concept is the same. We would have at least 2 to 3 times the neighbors that could look in our backyard and back windows as compared to the rest of

the subdivision and who wants to buy a house with a backyard view like that, with that much potential surveillance?

We find it discouraging that every concern outside of the specific zoning issues of a development project: schools, traffic, water pressure, sewer, canal, etc. is brushed aside and is of no concern to our elected representatives, just the citizens who have to end up living with the issues the development brings in other than zoning. And you wonder why the residents are upset. The broader issues are never really addressed even though they are closely related and impact the quality of life of residents. Just the narrow issue of project approval but, again, that plays to the advantage of the developer and even the City.

Soon the neighborhood will have to deal with the addition of 80 more townhouses less than a 10th of a mile away from this proposed project at the corner of Bellin and Pancheri. Something that will burden the area with between 160 and 240+ more vehicles to deal with when trying to navigate the area, adding to all those already moving through the area going to and from the freeway, to and from work (large INL parking lot), shopping, other developments, schools, etc. Plus all the other problems associated with such a large development nearby as indicated above. Does the City really need to approve a development that doesn't meet code in the same area?

Finally, to reiterate code issues: 1) the PUD is under 2 acres, which is sufficient to deny the proposal. 2) the Project relies on at least two variances (setbacks and buffers, alternative emergency turnarounds and a narrow private road. 3) Streetscapes that will be dominated by garages, driveways and parked cars. 4) Commandeers church private property to enhance the PUD. 5) Is not compatible with the surrounding R1 neighborhood. 6) the new revised PUD was not put through the code stated process for a PUD.

Thank you for your time in reviewing this document.

Mack and Teri Smith

1135 Bluebird Lane

Idaho Falls, Idaho

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 a complete application for the PUD on August 25, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 7, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council (“Council”) during a duly noticed public hearing on June 25, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. FINDINGS OF FACT

The Council makes the following factual findings:

1. On August 25, 2025, a neighborhood meeting took place as required by section 11-6-8 of the Zoning Ordinance.
2. The proposed PUD consists of 12 units that are intended to be platted on individual lots.
3. The property is approximately 1.815 acres located generally north of the Highland Canal, east of Blue Bird Lane, south of Plommon Street, west of S Bellin Road.
4. The property is vacant and considered infill.
5. The property is currently zoned R1 and will be developed under the PUD Standards as modified by this Reasoned Statement.
6. The PUD will be under unified control.
7. The developer is proposing approximately 6.61 units per acre.
8. The PUD indicates the buildings will have two stories with eaves below twenty-one feet high.
9. The arrangement of the townhomes will provide private space.
10. All non-hard surfaced areas are proposed to be covered by landscaping.
11. At least twenty-five percent of the PUD will be designated and maintained as common space for the recreational and/or common use of the occupants of the development. The PUD specifically states that the open space for the amenities is 25.1% of the total area.
12. This development will have two amenities, a playground area and basketball court. The playground area will be located next to Plommon Street and will be accessible to the public as a practical matter.

13. A private street will be used to access the units. Zoey Lane, a private street, will come from the public street, Plommon Street. Zoey Lane will have sidewalks constructed in front of the units, providing pedestrian access to Plommon Street.
14. Each unit has a garage for one vehicle and a parking pad for two vehicles.
15. Six guest parking spaces are also provided in three different areas along Zoey Lane, providing convenient access for guest vehicles.
16. More than half the total linear distance on both sides of Zoey Lane will be landscaping. Less than half of the total linear distance on both sides of Zoey Lane will be parking spaces and garages.
17. The Applicant has requested the front setback to be varied from 25 ft to 20 ft.
18. The PUD site is across a canal from Westside Elementary School (the "School"). However, between the School's property and the PUD site property is property for the canal that is not owned by the Applicant or the School. As such, the Applicant does not have control over the canal property.
19. On October 7, 2025, the Planning Commission recommended to The Mayor and City Council approval of the PUD as presented by a vote of 5 to 1.
20. On January 3, 2026, notice was published in the Post Register regarding the public hearing on January 22, 2026, to consider the PUD.
21. On January 22, 2026, Council unanimously denied the application for a PUD for Willow Place Townhomes as presented.
22. On February 26, 2026, the Applicant requested reconsideration of the decision of denial for Willow's Place PUD.
23. On March 14, 2026, notice was published in the Post Register regarding the public hearing on April, 2026, for the reconsideration request.
24. On April 2, 2026, Council held a public hearing to consider Applicant's Request for Reconsideration and took additional argument and evidence on the record from both Applicant and members of the public. Council denied the reconsideration of Willow's Place PUD with a vote of 3-2 on the basis "that this is resolvable issue through mediation."
25. On April 23, 2026, Council approved the written decision reflecting Council's denial of the Applicant's request for reconsideration.
26. On April 30, 2026, the Applicant requested mediation on Willow's Place PUD pursuant to City Code 11-6-4(G)(1).
27. On May 7, 2026, Council approved the request for mediation.
28. On May 14, 20026, mediation was held and a Proposed Mediation Agreement was jointly proposed by the representatives for both the City and the Applicant.
29. On May 21 2026, the Proposed Mediation Agreement was approved by Council. The Proposed Mediation Agreement specifically provided that Council and the Applicant "have reached a potential compromise, subject to the requirements of ordinance that the compromise be approved by the Idaho Falls City Council after public notice and public hearing."

30. On June 6, 2026, notice was published in the Post Register regarding the public hearing on June 25, 2026, to consider the PUD.
31. On June 25, 2026, Council held a public hearing on the PUD.

II. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the Applicant's request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The notices referenced in Findings of Fact 20, 23, and 30 that were published in the Post Register, satisfied the notice requirements of Title 67, Chapter 65 of Idaho Code.
3. A PUD is a conditional use allowed within the R1 Zones and all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD. *See* City Code 11-2-6(W)(1), (2)(a).
4. Pursuant to City Code 11-2-6(W)(4)(a), "the minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds it redeveloping, or provides a public benefit or amenity." As found in Finding of Fact 3, the area for the PUD site is under two acres. Given its location, the proposed playground area amenity for this PUD will be accessible to the public as a practical matter. Finding of Fact 12. As a condition for this PUD, and pursuant to the terms of the Proposed Mediation Agreement to which the Applicant agreed, the Applicant will make the playground area¹ open to the public, place at least one sign next to the playground area indicating the playground area is open to the public, and construct the playground area to City standards in effect at the time the Proposed Mediation Agreement was approved. Based on these facts and agreed-upon conditions, Council finds that the PUD provides a public amenity. In an exercise of Council's discretion under City Code 11-2-6(W)(4)(a), Council grants the exception to the two-acre minimum rule.
5. Pursuant to City Code 11-2-6(W)(3)(a), the development site of a PUD is required to be under unified ownership or control and shall be planned as a whole. This requirement is satisfied by the PUD being under unified control. Finding of Fact 6.
6. Pursuant to City Code 11-2-6(W)(4), the PUD must meet the required parking standards unless modified. According to Table 11-4-2 of the City Code, the PUD must have two off-street parking spaces per unit. Here, each unit has one parking space in a garage and two parking spaces on the parking pad in front of the unit. Finding of Fact 14. The parking space requirement has been satisfied.²

¹ The Proposed Mediation Agreement refers to the playground as a "park," while the PUD refers to it as a "playground area." This Reasoned Statement uses "playground area" to be consistent with the PUD.

² Pursuant to the Proposed Mediation Agreement, Council had agreed to modify the parking space requirement "only as necessary due to the reconfiguration of the park and twinhome lot." Because the PUD satisfies the parking requirement, Council is not modifying the parking space requirement.

7. Pursuant to City Code 11-2-6(W)(4)(c)(i), “the maximum density allowed in residential zones is set forth in Table 11-2-4 Maximum Residential Density,” which is shown below:

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	35
R1	8
R2	17
TN	17
R3	35
R3A	35

(Ord. 3452, 3-31-22)

The property for the PUD is zoned R1. Finding of Fact 5. Pursuant to Table 11-2-4, this means the maximum density is 8 units per acre. For this PUD, the developer proposes approximately 6.61 units per acre, Finding of Fact 7, which is under the maximum density of 8 units per acre. This density requirement is satisfied

8. Pursuant to City Code 11-2-6(W)(4)(e), “[t]he maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least two foot (2’) for each additional one foot (1’) of building height.” The base zone R1 allows for a maximum building height of 24 feet. According to Finding of Fact 8, the buildings are shown as two stories with the eaves below twenty-one feet high. Consequently, this requirement has been satisfied.
9. Pursuant to City Code 11-2-6(W)(5)(d), “[s]tructures should be oriented towards common areas. Residential uses should be separated and arranged to provide for private space, in addition to providing for common areas.” The townhomes in this PUD will provide private space for each unit as well as incorporate the common areas into the overall development layout as required by Section 11-2-6(W)(5)(d). Findings of Fact 9 and 11–12.
10. Pursuant to City Code 11-2-6(W)(6)(a), “[a]ll areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.” Here, all non-hard surfaced areas are proposed to be covered by landscaping. Finding of Fact 10. As such, this requirement has been satisfied.
11. Pursuant to City Code 11-2-6(W)(9)(a), “[n]ot less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.” According to Finding of Fact 11, at least twenty-five percent of the PUD will be designated and maintained as common space for the

recreational and/or common use of the occupants of the development. As such, the proposed PUD meets the twenty-five percent requirement.³

12. Pursuant to City Code 11-2-6(W)(10), “[a]ll PUDs shall provide amenities in addition to the common space required by this Section.” The PUD proposes 12 units. Finding of Fact 2. As such, at least one amenity is required under City Code 11-2-6(W)(10)—one for the first 50 units. Because the PUD includes the two amenities listed in Finding of Fact 12, the requirement for one amenity has been satisfied.
13. Pursuant to City Code 11-2-6(W)(8)(a), “[a]ll PUDs shall have frontage on a public or an approved private street.” The PUD will have a private internal street, providing the required frontage. Findings of Fact 13.
14. Pursuant to City Code 11-2-6(W)(1)(a), another purpose of the PUD regulations is to “[a]llow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.” The developer has requested a varied front setback from 25ft to 20ft. Finding of Fact 17. The Council approves of this varied development standard for this PUD.
15. Pursuant to City Code 11-2-6(W)(1)(k), another purpose of the PUD regulations is to “[p]rovide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.” Here, less than half of the total linear distance on both sides of Zoey Lane would be parking spaces or garages, with more than half of it landscaped. Finding of Fact 16. As such, the streetscape for the PUD will not be dominated by parked vehicles or garage entrances.
16. Pursuant to City Code 11-2-6(W)(7)(c), “[i]nterior parking lot landscaping shall be designed to incorporate pedestrian ways through the parking area and to break large parking areas into smaller bays.” Based on Finding of Fact 15, guest parking is also provided throughout the development.
17. City Code 11-2-6(W)(11) requires that “PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties” and that such “connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.” Here, the PUD site is near the School property, but neither the Applicant nor the School control the intervening property associated with the canal. Finding of Fact 18. As such, the PUD cannot provide direct a direct pedestrian connection to the School. Council holds that this requirement will be satisfied by the construction of Zoey Lane and the associated sidewalks on Zoey Lane, Finding of Fact 13, which will permit pedestrian access to Plommon Street and from thence to the School.

³ Council notes that, according to the Proposed Mediation Agreement, the City agreed to reduce “the common space requirement in City Code 11-2-6(W) below 25% only as necessary to accommodate the change in location of the park site and the one twinhome site.” Because the Applicant was able to make the changes but still keep more than twenty-five percent (25%) for common use for the amenities, Council is not varying this common space requirement.

18. Based on the foregoing, the PUD is consistent with requirements of the Zoning Ordinance as well as the principles and policies of the Comprehensive Plan.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approves the PUD as presented.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

CITY OF IDAHO FALLS, IDAHO

LISA M. BURTENSHAW, MAYOR

JIM FRANCIS
COUNCIL PRESIDENT

MICHELLE ZIEL-DINGMAN
COUNCIL MEMBER

JIM FREEMAN
COUNCIL MEMBER

JOHN RADFORD
COUNCIL MEMBER

KIRK LARSEN
COUNCIL MEMBER

BRANDON LEE
COUNCIL MEMBER

ATTEST:

LINDA LUNDQUIST, CITY CLERK

NOTICE

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 Applicant has the right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003.



Memorandum

File #: 26-219

City Council

DATE: Thursday, June 11, 2026

FROM: Wade Sanner, Director

AGENDA: Regular

DEPARTMENT: Community Development Services

Title

Amendment to Title 11, Comprehensive Zoning Ordinance, Table 11-3-7, Dimension Standards for Special Zones, Section 11-4-2, Design and Development Regulations, and 11-7-1, Definitions related to Park and Recreation Facilities and the standards that apply at the time of development.

Ordinance

Resolution

Quasi-Judicial Public Hearing

Legislative Public Hearing

Confirmation/Consent/Acceptance

Approval/Authorization/Ratification

Action(s) Requested:

Approve the Ordinance amending Title 11, Comprehensive Zoning Ordinance, Table 11-3-7, Dimension Standards for Special Zones, Section 11-4-2, Design and Development Regulations, and 11-7-1, Definitions related to Park and Recreation Facilities and the standards that apply at the time of development under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information, Purpose:

Amendment to the Zoning Ordinance to remove the requirement for park property to meet the same development standards as commercial development. On June 2, 2026, the Planning and Zoning Commission approved the Ordinance Amendment as presented by unanimous vote of 8-0.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

STAFF REPORT

AMENDMENT TO Table 11-3-7 Dimension Standards for Special Zones,
Section 11-4-2 Design and Development Regulations and 11-7-1 Definitions
Development Standards for Park and Recreation Facilities
June 25, 2026



Applicant: City of Idaho Falls

Project Manager: Kerry Beutler

Attachments:

1. Proposed amendment language.

Requested Action: To **approve** of an amendment to Table 11-3-7 Dimension Standards for Special Zones, Section 11-4-2 Design and Development Regulations and 11-7-1 Definitions related to development standards for Park and Recreation Facilities.

Staff Comments: CDS staff, at the direction of the Mayor and City Council, has been working with the Parks Department to amend development standards for Park and Recreation Facilities. The proposed ordinance amendment expands the definition of a Park and Recreation Facility from a general overview of uses to a more specific list of uses. The intent is capture more of the type of facilities that the Parks Department develops and maintains.

The ordinance also reduces the front and rear setbacks and eliminates height restrictions for the Public Zone. Originally the Public Zone was designated the Park Zone. This became challenging because the Zone includes other uses beyond parks and open space, things like well houses and public facilities. The Park Zone was changed to the Public Zone in 2022, but the setbacks were not adjusted. Current setbacks are large and were intended for parks. The proposed setbacks are more consistent with commercial zones.

Currently Park and Recreation Facilities are required to develop to the same standards as any other commercial development. General standards for development include street trees, hard surfaced parking, internal landscaping and buffering from single unit residential zones. Park and Recreation Facilities vary from small green spaces to complex uses like the zoo. The Parks Department would like the flexibility to have the development standards match the intensity of the intended use. The proposed ordinance language provides an exception for Park and Recreation Facilities, as defined by the Code within the Public Zone, from meeting the development standards required by the Zoning Ordinance. Under this scenario the Parks Department would determine the level of development of the property according to the project and use of the property.

Staff Recommendation: Staff recommends approval of the amendments related to development standards for Park and Recreation Facilities.

Comprehensive Zoning Code

11-7-1: DEFINITIONS.

Park and Recreation Facility

~~The use of a site which has been dedicated, designed for, or used for outdoor recreation activities, including City parks and playgrounds, church or club sponsored parks and playgrounds and the like, but not including outdoor theaters and similar commercial recreational activities.~~

The use of a site which has been dedicated, designed for, or used for outdoor recreation activities, including, but not limited to City parks; playgrounds; open space and natural areas; trails and pathway systems; sports fields and courts; picnic shelters and pavilions; zoos; event venues; amphitheater; RV parks; cemeteries; agriculture tourism; and accessory restrooms; park structures; concessions; fencing; backstops; equipment sheds; score keepers booth; splash pads and swimming pools; public art; and community garden or farm. Park and Recreation Facility also includes private church or neighborhood owned parks and playgrounds and the like, but not including private amusement centers as defined by this Code.

CHAPTER 4

DESIGN AND DEVELOPMENT REGULATIONS

11-4-2: APPLICABILITY.

(A) The provisions of this Chapter shall apply to all development in all Zones occurring after the passage of this Zoning Code, except for Park and Recreation Facilities as defined by this Code within the Public Zone. For development within an Overlay Zone, the provisions of Chapter 5 Overlay Zones may supplant the provisions of this Chapter.

(B) Regulations in this Chapter are the minimum standards for development. Specific uses may require additional standards as described in Chapter 3 Zoning Regulations.

11-3-10: STANDARDS FOR SPECIAL PURPOSE ZONES

(A) Dimensional Standards. Table 11-3-8 Dimensional Standards for Special Zones shall be used for determining the minimum site area, minimum setbacks, maximum building height, and maximum lot and building coverage in each special purpose Zone.

Table 11-3-7: Dimensional Standards for Special Zones

	R&D	P
Site Area- Minimum in acres	30*	1*
Setbacks – Minimum in ft.		
Front	30	30 20
Side	0/ 20 *	20
Rear	0/ 20 *	30 25
Building Height- Maximum in ft.	see sub-section (3) below*	35 0
Lot Coverage- Maximum in %	80	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, TABLE 11-3-7 DIMENSION STANDARDS FOR SPECIAL ZONES, SECTION 11-4-2 DESIGN AND DEVELOPMENT REGULATIONS AND 11-7-1 DEFINITIONS DEVELOPMENT STANDARDS FOR PARK AND RECREATION FACILITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Ordinance to promote the health, safety, peace; convenience and general welfare of the inhabitants of the City by implementing the goals and principals of the City’s Comprehensive Plan; and

WHEREAS, the City desires the standards of the City Zoning Code to be consistent and clear; and

WHEREAS, the City desires the Parks & Recreation Department to be able to determine the level of development of a park property according to a specific project and use of the property; and

WHEREAS, the Ordinance includes changes to Table 11-3-7 Dimension Standards for Special Zones, Section 11-4-2 Design and Development Regulations and 11-7-1 Definitions Development Standards for Park and Recreation Facilities standards of the Zoning Code; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve the proposed amendments of the Code on June 25, 2026.

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

SECTION 1: Table 11-3-7, Section 11-4-2 and Section 11-7-1 of the City Code of Idaho Falls Idaho is hereby amended as follows:

11-3-10: STANDARDS FOR SPECIAL PURPOSE ZONES

(A) Dimensional Standards. Table 11-3-8 Dimensional Standards for Special Zones shall be used for determining the minimum site area, minimum setbacks, maximum building height, and maximum lot and building coverage in each special purpose Zone.

Table 11-3-7: Dimensional Standards for Special Zones

	R&D	P
Site Area- Minimum in acres	30*	1*
Setbacks – Minimum in ft.		
Front	30	30 20
Side	0/ 20 *	20
Rear	0/ 20 *	30 25
Building Height- Maximum in ft.	see sub-section (3) below*	35 0
Lot Coverage- Maximum in %	80	

**CHAPTER 4
DESIGN AND DEVELOPMENT REGULATIONS**

11-4-2: APPLICABILITY.

(A) The provisions of this Chapter shall apply to all development in all Zones occurring after the passage of this Zoning Code, except for Park and Recreation Facilities as defined by this Code within the Public Zone. For development within an Overlay Zone, the provisions of Chapter 5 Overlay Zones may supplant the provisions of this Chapter.

(B) Regulations in this Chapter are the minimum standards for development. Specific uses may require additional standards as described in Chapter 3 Zoning Regulations.

11-7-1: DEFINITIONS.

Park and Recreation Facility

~~The use of a site which has been dedicated, designed for, or used for outdoor recreation activities, including City parks and playgrounds, church or club sponsored parks and playgrounds and the like, but not including outdoor theaters and similar commercial recreational activities.~~

The use of a site which has been dedicated, designed for, or used for outdoor recreation activities, including, but not limited to City parks; playgrounds; open space and natural areas; trails and pathway systems; sports fields and courts; picnic shelters and pavilions; zoos; event venues; amphitheater; RV parks; cemeteries; agriculture tourism; and accessory restrooms; park structures; concessions; fencing; backstops; equipment sheds; score keepers booth; splash pads and swimming pools; public art; and community garden or farm. Park and Recreation Facility also includes private church or neighborhood owned parks and playgrounds and the like, but not including private amusement centers as defined by this Code.

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 3. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2026.

CITY OF IDAHO FALLS, IDAHO

Lisa Burtenshaw, Mayor

ATTEST:

Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, TABLE 11-3-7 DIMENSION STANDARDS FOR SPECIAL ZONES, SECTION 11-4-2 DESIGN AND DEVELOPMENT REGULATIONS AND 11-7-1 DEFINITIONS DEVELOPMENT STANDARDS FOR PARK AND RECREATION FACILITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

A copy of the full text of the ordinance is available at City Hall.

Linda Lundquist, City Clerk

(SEAL)



Memorandum

File #: 26-220

City Council

DATE: Thursday, June 11, 2026

FROM: Wade Sanner, Director

AGENDA: Regular

DEPARTMENT: Community Development Services

Title

Amendment to Title 11, Comprehensive Zoning Ordinance, Section 11-2-6(N) Dwelling, Accessory Unit and Table 11-4-2; Off Street Parking Requirements to comply with state legislation adopted in Legislative Session.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve the Ordinance amending Title 11, Comprehensive Zoning Ordinance, Section 11-2-6(N) Dwelling, Accessory Unit and Table 11-4-2; Off Street Parking Requirements to comply with state legislation adopted in Legislative Session under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information, Purpose:

Amendment to the Accessory Dwelling Unit portions of the Zoning Ordinance in order to comply with state legislation adopted this past legislative session. On June 2, 2026, the Planning and Zoning Commission approved the Ordinance Amendment as presented by unanimous vote of 8-0.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

STAFF REPORT

Amendment to Section 11-2-6(N) Dwelling, Accessory Unit and Table 11-4-2: Off Street Parking Requirements to comply with state legislation adopted this past legislative session.
June 25, 2026



Applicant: City of Idaho Falls

Project Manager: Kerry Beutler

Attachments:

1. Proposed amendment language.

Requested Action: To **approve** an amendment to Section 11-2-6(N) Dwelling, Accessory Unit and Table 11-4-2: Off Street Parking Requirements to comply with state legislation adopted this past legislative session.

Staff Comments: During the 2026 legislative session the state made changes to the code related to Accessory Dwelling Units. The legislation limits cities from the following:

- requiring any off-street parking or guest parking;
- limiting the size of an accessory dwelling unit to less than one thousand (1000) square feet or seventy-five percent (75%) of the size of the primary dwelling;
- requiring an owner-occupancy requirement for the primary dwelling or for the accessory dwelling unit;
- imposing a limit on building height that is less than the height of an existing single-family primary dwelling on a lot;
- restrictions for accessory dwelling units that are more restrictive than restrictions for single-family dwellings within the same zoning district with regard to setbacks, lot size, or coverage or building frontage.

Staff Recommendation: Staff recommends approval of the amendments related to development standards for Accessory Dwelling Units.

Comprehensive Zoning Code

11-2-6: STANDARDS FOR ALLOWED LAND USES.

(N) Dwelling, Accessory Unit.

- (1) The accessory dwelling unit may be configured as follows:
 - (a) As an integral portion of a principal dwelling unit on any floor or basement; or
 - (b) As an attached structure to the principal dwelling unit; or
 - (c) As a separate structure; or
 - (d) As a caretaker's residence, when accessory and incidental to a permitted use and constructed as an integral portion of any floor of a structure in an Industrial or Commercial Zone. (Ord. 3458, 4-14-22)
- (2) The accessory dwelling unit shall comply with the following dimensional and design requirements, except for those units that fall under 11-2-6(N)(1)(d): (Ord. 3218, 9-13-18) (Ord. 3458, 4-14-22)
 - (a) The maximum size of the accessory dwelling is ~~seven hundred and fifty (750) sq. ft~~ one thousand (1000) sq ft or seventy-five percent (75%) of the size of the primary dwelling, whichever is greater.
 - (b) ~~The A detached~~ structure that contains an accessory dwelling shall meet all required dimensional standards for the zone according to Table 11-3-3, ~~with the following exceptions:~~
 - ~~(i) A detached accessory dwelling shall have the same side yard requirement as a primary structure, as required by the zone in which the accessory dwelling is located.~~
 - ~~(ii) A detached accessory dwelling shall have a minimum setback from the rear property line of twelve feet (12'), ten feet (10'), except when adjacent to a public or private alley that is at least sixteen feet (16') wide. If adjacent to a public or private alley, the detached accessory dwelling shall comply with Table 11-3-3 (3).~~
 - (c) A detached accessory dwelling that is more than twelve feet (12') in height shall comply with Table 11-3-3 (1).
 - (d) The accessory dwelling structure shall be well-matched in height, bulk, and site location with the adjoining neighborhood.
 - (e) As an attached structure the accessory dwelling unit shall be designed together with the principal dwelling in such a way as to resemble that of a single-unit dwelling.
 - (f) As an attached or separate structure the accessory dwelling unit shall be designed with the same architectural design, style and appearance of the principal dwelling unit.
 - ~~(g) If included as part of the primary structure, only one (1) entrance to the primary structure may be located on the front building elevation except for structures where multiple entrances already exist. If multiple entrances exist then the accessory dwelling may utilize an existing entrance on the front building elevation.~~
 - ~~(h) The accessory dwelling unit shall have a separate entrance from the primary dwelling, meet the building code requirements for a separate unit, and be functionally separate from the primary dwelling.~~

- ~~(f)~~(g) Recreational vehicles shall be prohibited for use as an accessory dwelling unit.
- (3) ~~One (1) parking space shall be required on the lot where the accessory dwelling is located in addition to the existing minimum parking requirement for the principal dwelling unit. A driveway may be used for this requirement.~~ Conversion of a garage into an accessory unit is not permitted unless required parking can be provided elsewhere on the lot. (Ord. 3458, 4-14-19 22)
- ~~(4) The property owner shall occupy either the principal dwelling unit or the accessory dwelling unit as their primary residence, except for units accessory to nonresidential uses. This requirement shall be enforced through recordation of a deed restriction with the Bonneville County Recorder. (Ord. 3218, 9-13-18)~~
- ~~(4)~~(5) Only one (1) accessory dwelling unit shall be permitted on a lot of a principal dwelling unit. Accessory dwelling units shall not be counted in density calculations.
- ~~(5)~~(6) The accessory dwelling unit shall not be sold separately or converted to any form of legal ownership different from the principal dwelling unit.

Table 11-4-2: Off-street Parking Requirements

USE	SPACES
RESIDENTIAL	
Boarding and Rooming houses	1 per bedroom
Dwelling Unit, Accessory	1
Dwelling Single unit	2
Dwelling Multi-unit	1 per bedroom but no more than 2 per unit
Dwelling Unit in the CC Zone	1 per unit
Housing for persons over 62 (senior housing)	1 per unit

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6(N) DWELLING ACCESSORY UNIT AND TABLE 11-4-2: OFF STREET PARKING REQUIREMENTS FOR CHANGES TO ACCESSORY DWELLING UNITS; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Ordinance to promote the health, safety, peace; convenience and general welfare of the inhabitants of the City by implementing the goals and principals of the City’s Comprehensive Plan; and

WHEREAS, the City desires the standards of the City Zoning Code to be consistent and clear; and

WHEREAS, the State of Idaho in its 2026 legislative session has made changes to the State Code for accessory dwelling units; and

WHEREAS, the Ordinance includes changes to Section 11-2-6(N) Dwelling, Accessory Unit and Table 11-4-2: Off Street Parking Standards of the Zoning Code; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve the proposed amendments of the Code on June 25, 2026.

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

SECTION 1: Section 11-2-6(N) and Table 11-4-2 of the City Code of Idaho Falls Idaho is hereby amended as follows:

11-2-6: STANDARDS FOR ALLOWED LAND USES.

(N) Dwelling, Accessory Unit.

- (1) The accessory dwelling unit may be configured as follows:
 - (a) As an integral portion of a principal dwelling unit on any floor or basement; or
 - (b) As an attached structure to the principal dwelling unit; or
 - (c) As a separate structure; or
 - (d) As a caretaker’s residence. when accessory and incidental to a permitted use and constructed as an integral portion of any floor of a structure in an Industrial or Commercial Zone. (Ord. 3458, 4-14-22)
- (2) The accessory dwelling unit shall comply with the following dimensional and design requirements, except for those units that fall under 11-2-6(N)(1)(d): (Ord. 3218, 9-13-18) (Ord. 3458, 4-14-22)

- (a) The maximum size of the accessory dwelling is ~~seven hundred and fifty (750) sq. ft~~ one thousand (1000) sq ft or seventy-five percent (75%) of the size of the primary dwelling, whichever is greater.
- (b) ~~The~~ A detached structure that contains an accessory dwelling shall meet all required dimensional standards for the zone ~~according to Table 11-3-3, with the following exceptions:~~
- (i) ~~A detached accessory dwelling shall have the same side yard requirement as a primary structure, as required by the zone in which the accessory dwelling is located.~~
 - (ii) ~~A detached accessory dwelling shall have a minimum setback from the rear property line of twelve feet (12'), ten feet (10'), except when adjacent to a public or private alley that is at least sixteen feet (16') wide. If adjacent to a public or private alley, the detached accessory dwelling shall comply with Table 11-3-3 (3).~~
- (c) A detached accessory dwelling that is more than twelve feet (12') in height shall comply with Table 11-3-3 (1).
- (d) The accessory dwelling structure shall be well-matched in height, bulk, and site location with the adjoining neighborhood.
- (e) As an attached structure the accessory dwelling unit shall be designed together with the principal dwelling in such a way as to resemble that of a single-unit dwelling.
- (f) As an attached or separate structure the accessory dwelling unit shall be designed with the same architectural design, style and appearance of the principal dwelling unit.
- (g) ~~If included as part of the primary structure, only one (1) entrance to the primary structure may be located on the front building elevation except for structures where multiple entrances already exist. If multiple entrances exist then the accessory dwelling may utilize an existing entrance on the front building elevation.~~
- (h) ~~The accessory dwelling unit shall have a separate entrance from the primary dwelling, meet the building code requirements for a separate unit, and be functionally separate from the primary dwelling.~~
- (i) (g) Recreational vehicles shall be prohibited for use as an accessory dwelling unit.
- (3) ~~One (1) parking space shall be required on the lot where the accessory dwelling is located in addition to the existing minimum parking requirement for the principal dwelling unit. A driveway may be used for this requirement. Conversion of a garage into an accessory unit is not permitted unless required parking can be provided elsewhere on the lot. (Ord. 3458, 4-14-19 22)~~
- (4) ~~The property owner shall occupy either the principal dwelling unit or the accessory dwelling unit as their primary residence, except for units accessory to nonresidential uses. This requirement shall be enforced through recordation of a deed restriction with the Bonneville County Recorder. (Ord. 3218, 9-13-18)~~
- (4)-(5) Only one (1) accessory dwelling unit shall be permitted on a lot of a principal dwelling unit. Accessory dwelling units shall not be counted in density calculations.
- (5)-(6) The accessory dwelling unit shall not be sold separately or converted to any form of legal ownership different from the principal dwelling unit.

Table 11-4-2: Off-street Parking Requirements

USE	SPACES
RESIDENTIAL	
Boarding and Rooming houses	1 per bedroom
Dwelling Unit, Accessory	4
Dwelling Single unit	2
Dwelling Multi-unit	1 per bedroom but no more than 2 per unit
Dwelling Unit in the CC Zone	1 per unit
Housing for persons over 62 (senior housing)	1 per unit

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 3. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2026.

CITY OF IDAHO FALLS, IDAHO

Lisa Burtenshaw, Mayor

ATTEST:

Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6(N) DWELLING ACCESSORY UNIT AND TABLE 11-4-2: OFF STREET PARKING REQUIREMENTS FOR CHANGES TO ACCESSORY DWELLING UNITS; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

A copy of the full text of the ordinance is available at City Hall.

Linda Lundquist, City Clerk

(SEAL)



Memorandum

File #: 26-221

City Council

DATE: Thursday, June 11, 2026

FROM: Wade Sanner, Director

AGENDA: Regular

DEPARTMENT: Community Development Services

Title

Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-6(AA) Short Term Rental and 11-7-1 Definitions to comply with State Legislation.

- Ordinance
- Quasi-Judicial Public Hearing
- Confirmation/Consent/Acceptance
- Resolution
- Legislative Public Hearing
- Approval/Authorization/Ratification

Action(s) Requested:

Approve the Ordinance amending Title 11, Comprehensive Zoning Ordinance, Sections 11-2-6(AA) Short Term Rental and 11-7-1 Definitions to comply with State Legislation under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information, Purpose:

Amendment to the Short Term Rental portions of the Zoning Ordinance in order to comply with state legislation adopted this past legislative session. On June 2, 2026, the Planning and Zoning Commission approved the Ordinance Amendment as presented by unanimous vote of 8-0.

This item has been reviewed by the City’s Legal & Municipal Services Departments.

STAFF REPORT

Amendment to Sections 11-2-6(AA) Short Term Rental to comply with state legislation adopted this past legislative session.
June 25, 2026



Applicant: City of Idaho Falls

Project Manager: Kerry Beutler

Attachments:

1. Proposed amendment language.

Requested Action: To **approve** an amendment to Sections 11-2-6(AA) Short Term Rental to comply with state legislation adopted this past legislative session.

Staff Comments: During the 2026 legislative session the state made changes to the code related to Short Term Rentals. Specifically, cities are prohibited from implementing regulations that impose different restrictions or obligations on short term rentals that are not imposed on single-family dwellings or similar structures not used as short-term rentals.

To comply with this legislation the ordinance amendment is removing the requirement for short term rentals to be occupied by only one guest party.

Staff Recommendation: Staff recommends approval of the amendments related to Short Term Rentals.

Comprehensive Zoning Code

11-2-6: STANDARDS FOR ALLOWED LAND USES.

(AA) Short Term Rental.

- (1) Allowed in all zones where residential uses are also allowed. No short-term rental shall be located within an accessory structure where the accessory structure has not been specifically designed for human habitation or located within a recreational vehicle or travel trailer, except when located in an approved travel trailer court.

~~(2) A short term rental property shall not be occupied by more than one (1) guest party at a time.~~

11-7-1: DEFINITIONS.

Short Term Rental: Any individually or collectively owned dwelling unit or any unit or group of units in a condominium, cooperative, or timeshare, or owner-occupied residence that is offered for a fee and for thirty (30) days or less. Short term rental shall not include a unit that is used for any retail, restaurant, banquet space, event center, or another similar use.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6(AA) SHORT TERM RENTAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Ordinance to promote the health, safety, peace; convenience and general welfare of the inhabitants of the City by implementing the goals and principals of the City’s Comprehensive Plan; and

WHEREAS, the City desires the standards of the City Zoning Code to be consistent and clear; and

WHEREAS, the State of Idaho in its 2026 legislative session has made changes to the State Code for short term rentals; and

WHEREAS, the Ordinance includes changes to Section 11-2-6(AA) Short Term Rental standards of the Zoning Code; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve the proposed amendments of the Code on June 25, 2026.

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

SECTION 1: Sections 11-2-6(AA) Short Term Rental of the City Code of Idaho Falls Idaho is hereby amended as follows:

11-2-6: STANDARDS FOR ALLOWED LAND USES.

(AA) Short Term Rental.

- (1) Allowed in all zones where residential uses are also allowed. No short-term rental shall be located within an accessory structure where the accessory structure has not been specifically designed for human habitation or located within a recreational vehicle or travel trailer, except when located in an approved travel trailer court.

~~(2) A short term rental property shall not be occupied by more than one (1) guest party at a time.~~

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 3. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect

immediately upon its passage, approval, and publication.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2026.

CITY OF IDAHO FALLS, IDAHO

Lisa Burtenshaw, Mayor

ATTEST:

Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6(AA) SHORT TERM RENTAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

A copy of the full text of the ordinance is available at City Hall.

Linda Lundquist, City Clerk

(SEAL)