

CITY COUNCIL AGENDA

Thursday

July 30, 2026

6:30 p.m.

Mayor

Lisa Burtenshaw

City Council

Jim Francis
Council President, Seat 4

Brandon Lee
Council Seat 2

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Kirk Larsen
Council Seat 3

Michelle Ziel-Dingman
Council Seat 1

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

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

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

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

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

Public Comment Guidelines

Speakers are encouraged to:

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

Public Hearing Guidelines

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

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

Thursday, July 30, 2026 **6:30 PM** **City Council Chambers**

1. Call to Order & Roll Call

2. **Pledge of Allegiance**

3. **Staff Responses to Prior Public Comment and Other Updates**

4. **Public Comment**

Please see guidelines on page 2.

5. **Consent Agenda**

Questions on Consent Agenda items may be addressed and/or moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

A) **Municipal Services**

1) 2026 Second Quarter Impact Fee Report **26-245**

Attachments: 2026 Second Quarter Impact Fee Summary Report - 4.1.26-6.30.26

B) **Fire Department**

1) Contract Service Payment to Public Consulting Group, LLC **26-268**

Attachments: AGREEMENT
Invoice
Payment Letter

C) **Idaho Falls Power**

1) Transformer Surplus Bid **26-248**

Attachments: Bid tab
Resolution 2026-13

D) **Police Department**

1) SRO Memorandum of Understanding 2026/27 School Year - Alturas **26-271**

Attachments: Agreement

2) SRO Memorandum of Understanding 2026/27 School Year - **26-272**

District 91

Attachments: Agreement

E) Public Works

1) Bid Award - Police Station Shooting Range **26-251**

Attachments: Bid and Map

F) Office of the Mayor

1) June 2026 Licensing through the Office of the City Clerk **26-253**

Attachments: New
Renewals
Contractors

2) City Council Meeting Minutes **26-275**

Attachments: 2026-06-22 Work Session F
2026-06-25 City Council F
2026-07-06 Work Session F
2026-07-09 City Council F

Action Item:

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

6. Regular Agenda

A) City Attorney

1) Amendment to Flock Safety Contracts with Flock Group, Inc. **26-274**

The City entered into two contracts with Flock Group, Inc. ("Flock"), one on February 28, 2025, and one on July 29, 2025. These contracts currently allow Flock to "use Customer Data to support and improve Flock's products and services," which allows Flock to use photographs taken by Flock cameras utilized by the Idaho Falls Police Department to train Flock's artificial intelligence program to help it to be more proficient in aiding with investigating crimes. The City's Legal Department negotiated the proposed amendment to the two contracts that would prohibit Flock from using the Customer Data from the City (including photographs) to train Flock's artificial intelligence program.

Action Item(s):
Approve the amendment to the Flock Safety contracts with Flock Group, Inc., and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed

appropriate).

Attachments: Proposed Amendment to Flock Contracts
Flock Safety Contract 2-28-25
Flock Safety Contract 7-29-25

2) Settlement and Release Agreement with the Oloff Revocable Trust **26-261**

The City is currently involved in litigation in *Cutler v. City*, CV10-23-4845. At a Work Session held on May 4, 2026, Council authorized the City Attorney to negotiate a settlement with the Oloff Revocable Trust, which is a party to the litigation. The attached settlement and release agreement provides that the City shall dismiss the Oloff Revocable Trust from the litigation with prejudice, along with an agreement for both the City and the Oloff Revocable Trust to abide by the outcome of the litigation, whether decided by the Court or resolved through settlement with the remaining parties, as it concerns the roadway that is the subject of the lawsuit and any easement over the roadway. This settlement and release agreement will save time and resources for both the City and the Oloff Revocable Trust.

Action Item(s):
Approve the settlement and release agreement with the Oloff Revocable Trust and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

B) Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Westbrook Estates Division No. 1. **26-255**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Westbrook Estates Division No. 1. The Planning and Zoning Commission considered this item at its August 5, 2025, 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 Development Agreement for the Final Plat for Westbrook Estates 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 Westbrook Estates 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 Westbrook

Estates 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
Reasoned Statement
Development Agreement

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Westbrook Estates Division No. 2. **26-256**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Westbrook Estates Division No. 2. The Planning and Zoning Commission considered this item at its August 5, 2025, 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 Development Agreement for the Final Plat for Westbrook Estates Division No. 2 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 Westbrook Estates Division No. 2 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 Westbrook Estates Division No. 2 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
Development Agreement

C) Idaho Falls Power

1) Short Term Equipment Rental Agreement with Mountain West Transformer **26-249**

The Delta Star Mobile Substation is currently available for lease and is not needed for immediate operational use by Idaho Falls Power. Leasing the unit to Mountain West Transformer will allow IFP to generate revenue from the asset while retaining ownership and ensuring the equipment is returned in accordance with the terms of the lease agreement.

The lease establishes the responsibilities of both parties regarding the use, maintenance, insurance, transportation, and return of the mobile substation. The agreement provides an opportunity for Idaho Falls Power to maximize the value of the asset during periods when it is not required for utility operations. The lease establishes a minimum term of 18 months with the option to extend to 24 months. The rental rate is $35,000 per month and increases to $40,000 per month if the rental is extended beyond 18 months.

Staff recommends approval of the agreement with Mountain West Transformer.

Action Item(s):
Approve the Short-Term Equipment Rental Agreement with Mountain West Transformer for the use of a Delta Star Mobile Substation and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

D) Public Works

1) Amendment to Development Agreement for Trumblee Acres **26-250**

Trumblee Acres is a Development that was Platted in 2015. This is a plat containing two lots on the South side of W 17th South near Ironwood Drive. The existing Development agreement for this plat included the requirements to construct the road with City participation. The developer has come in and requested to revise the development agreement to align with the current policies where the Arterial Roadway widening is addressed with the collection of Impact fees. The Amended Development Agreement is being presented to address this and align with the development with our current development policies.

Action Item(s):
Approve the Amendment to the Development Agreement for Trumblee Acres dated October 22, 2015, and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Attachments: Agreement
Map

3) Easement Vacation of portions of Pop Kroll Way lying within the SW1/4 of Section 8 T. 2 N., R. 38 E., Bonneville County **26-259**

The City, as the property owner, has formally requested the easement vacation as described in the accompanying exhibit and detailed within the reference Ordinance. Following an internal evaluation, City staff reviewed the request and determined that the proposed vacation is warranted. As a result, they recommend approval of the request.
By enabling property owners to make more effective use of their land, these actions align with long-term development goals.

Action Item(s):
Approve the Ordinance vacating an easement under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

Attachments: Pop Kroll Exhibits & Map
Ordinance

E) Municipal Services

1) Public Hearing - Intended Exchange of City-Owned Real Property **26-242**

On Monday, June 22, 2026, the Parks and Recreation Department presented recommendations to exchange 0.229 acres of City-owned property located at the north end of Inglewood Drive for 0.050 acres of developer-owned property northeast of the north end of Eaglewood Drive and adjacent to Sage Lakes Golf Course. On that same date, City Council issued a declaration pursuant to Idaho Code § 50-1402 explaining the terms of the proposed exchange and of its intent to exchange this property on these terms. The notice of public hearing was published in the newspaper on Saturday, July 11, 2026, and Saturday, July 18, 2026.

Action Item(s):
1. Pursuant to Idaho Code §§ 50-1402 and 50-1403, hold a public hearing to consider the intended exchange of property.
2. Approve the exchange of real property based on a valuation of $2.50 per square foot, subject to final survey results, with an equalizing cash payment to be made by the developer to the City based on the difference in value, with the developer paying one-half of the $3,500.00 property appraisal cost and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Presentation
Appraisal
Invoice

2) Tentative Approval of the 2026/27 Fiscal Year Budget **26-246**

Pursuant to Idaho Code § 50-1002, the City Council must pass the 2026/27 tentative budget. The tentative approval of the 2026/27 fiscal year budget, fees, and forgone sets the maximum level of total expenditures that cannot be exceeded in the appropriations ordinance. This action also sets a limit on the City's property
tax levy (in dollars). The Municipal Services Department requests authorization to publish the Notice of Public Hearings for the 2026/27 fiscal year budget, fees and desired forgone with publication dates set for Saturday, August 1, 2026, and Saturday, August 8, 2026. The Public Hearings are scheduled for 6:30 pm, Thursday, August 13, 2026, in the City Council Chambers located at 680 Park Avenue, Idaho Falls, Idaho 83402.

Action Item(s):
Approve the tentative 2026/27 fiscal year budget for a not-to-exceed amount of $393,483,954 and give the authorization to publish the Notice of Public Hearing (or take other action deemed appropriate).

Attachments: Budget Book

7. Announcements

8. Adjournment

Memorandum

File #: 26-245 **City Council**

DATE: Thursday, July 2, 2026
AGENDA: Consent
FROM: Pam Alexander, Impact Fee Administrator
DEPARTMENT: Municipal Services

Title
2026 Second Quarter Impact Fee Report

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

Action(s) Requested:
Accept the 2026 second quarter impact fee report pursuant to City Code, Section 10-8-7(G) (or take other action deemed appropriate).

Description, Background Information, Purpose:
City Code requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. For the second quarter, April 1, 2026 - June 30, 2026, a total of $462,497.12 has been paid. For the April 1 - May 31 period, a total of $2,943.25 was paid for Multi-Family; $246,876.50 for Single-Family; and $71,784.00 for industrial. Beginning June 1 and under the new fee schedule, a total of $12,436 was paid for residential, under 1,500 square feet; $6,460.00 for residential, 3,000 or more; $96,094.93 for Industrial and $25,902.44 for Retail. A total of $3.4M has been expended on City Council-approved projects. Cash balances as of June 25, 2026, are Police at $1.3M; Fire at $21,377; Parks at $3.8M; and Transportation at $7.9M.

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

Impact Fee Activity (April 1, 2026 - June 30, 2026)

Impact Fees Paid by Category (Permits Issued April 1 - May 31)

	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	Percent Received
Police	$ 332.25	$ 22,215.75	16,838.01	-	-	-	12%
Fire	313.50	18,369.25	1,977.80	-	-	-	6%
Parks and Recreation	961.50	65,062.50	725.81	-	-	-	21%
Transportation	1,336.00	141,229.00	52,242.38	-	-	-	61%
	$ 2,943.25	$ 246,876.50	$ 71,784.00	-	$ -	$ -	100%
Percentage by Category	1%	77%	22.3%	0%	0.0%	0%	100%
			Total Impact Fees Received				$ 321,603.75

Impact Fees Paid by Category (Permits Issued June 1)

	Under 1,500	1,500 to 2,999	3,000 or More	Industrial	Institutional	Office	Retail	Percent Received
Police	$ 740.00	$ -	397.00	10,646.36	-	-	3,033.63	5%
Fire	1,080.00	-	583.00	4,536.27	-	-	2,505.25	3%
Parks and Recreation	3,160.00	-	1,700.00	-	-	-	-	2%
Transportation	7,456.00	-	3,780.00	80,912.30	-	-	20,363.56	35%
	$ 12,436.00	$ -	$ 6,460.00	96,094.93	$ -	$ -	$ 25,902.44	44%
Percentage by Category	4%	0%	2.0%	30%	0.0%	0%	8%	36%
				Total Impact Fees Received			$ 140,893.37	
							$ 462,497.12	

Cash Balances as of June 25, 2026

Police	**Fire**	**Parks**	**Transportation**	**Total**
$ 1,310,165.00	$ 21,377.00	$ 3,794,441.00	$ 7,892,937.00	$ 13,018,919

Memorandum

File #: 26-268 **City Council**

DATE: Thursday, July 23, 2026
AGENDA: Consent
FROM: Johan Olson, Fire Chief
DEPARTMENT: Fire Department

Title
Contract Service Payment to Public Consulting Group, LLC

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

Action(s) Requested:
Authorize the use of awarded Ground Emergency Medical Transportation (GEMT) funds to pay Contracted Service Fees of $194,572.96 to Public Consulting Group (or take other action deemed appropriate).

Description, Background Information, Purpose:
On July 2, 2025, the City entered into an Agreement for Professional Services with Public Consulting Group, LLC, ("PCG") to process the City's Ground Emergency Medical Transportation claims. PCG's fee is a percentage of the amount awarded. The City was awarded a much larger sum than originally predicted, resulting in a larger fee payment owed to PCG than anticipated. The amount of PCG's invoice is $194,572.96.

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

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN PUBLIC CONSULTING GROUP LLC AND THE CITY OF IDAHO FALLS, IDAHO

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN PUBLIC CONSULTING GROUP LLC AND THE CITY OF IDAHO FALLS, IDAHO, (hereinafter "Agreement"), is made and entered into this 2nd day of July, 2025, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY"), and Public Consulting Group LLC, a Delaware limited liability company licensed and registered to provide services within Idaho, whose address is 148 State Street, 10th Floor, Boston, Massachusetts 02109 ("CONSULTANT").

W I T N E S S E T H:

WHEREAS, the Centers for Medicare and Medicaid Services ("CMS") allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, CONSULTANT possesses professional skills that CITY desires to utilize in analyzing and reporting costs to secure "supplemental payments," and

WHEREAS, CONSULTANT agrees to provide professional services related to this Agreement and as further described herein.

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

SECTION I: SCOPE OF WORK

CONSULTANT shall provide analyzing and reporting services ("Contracted Services"), as set forth within Exhibit "A" of this Agreement. In the event that there is any conflict between the terms of this Agreement and the terms of Exhibit "A," the terms of this Agreement shall control.

SECTION II: CONTRACT AND PAYMENT

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

B. The term for CONSULTANT's Contracted Services shall run until completion of all reporting periods, as set forth within section II.C. of this Agreement and Exhibit "A," with the anticipation that the reporting period of October 1, 2025 through September

30, 2026 will likely be the last reporting period for purposes of this Agreement. Submission for the last reporting period is anticipated to be completed by March 2028, but this Agreement shall not be deemed complete unless all agreed upon reporting periods are adequately and properly submitted, and such reporting periods are accepted by the Idaho State Department of Health and Welfare. Following the submission of all reporting periods of this Agreement, the term of this Agreement shall be deemed complete. If an optional one (1) year contract extension is agreed upon by the Parties, the term for that extension shall be included within a written contract extension.

C. CITY shall compensate CONSULTANT for its services as follows:

1. Compensation for the first partial year cost reporting period submission (presumably submission in August of 2025 for the prior 8-month prior period namely, January 26, 2023 through September 30, 2023) shall be at a rate of fifteen percent (15%) of the federal share portion of payments received by the CITY under the Ground Emergency Medical Transportation ("GEMT") Program, with a minimum of $5,000.

2. Compensation for the second annual cost reporting period submission (presumably submission in March of 2026 for the prior 12-month prior period namely, October 1, 2023 through September 30, 2024) shall be at a rate of fifteen percent (15%) of the federal share portion of payments received by the CITY under the GEMT Program, with a minimum of $5,000.

3. Compensation for the third annual cost reporting period submission (presumably submission in March of 2027 for the prior 12-month prior period namely, October 1, 2024 through September 30, 2025) shall be at a rate of twelve percent (12%) of the federal share portion of payments received by the CITY under the GEMT Program, with a minimum of $5,000.

4. Compensation for the fourth annual cost reporting period submission (presumably submission in March of 2028 for the prior 12-month prior period namely, October 1, 2025 through September 30, 2026) shall be at a rate of ten percent (10%) of the federal share portion of payments received by the CITY under the GEMT Program, with a minimum of $5,000.

5. If CITY is a good-standing member of the Idaho Fire Chiefs Association (IFCA), CITY fees shall be discounted by 10% of the total fee if CITY is a member of the IFCA during the applicable reporting period. For example, a fee of 15% for the CITY would be reduced to a fee of 13.5% with current membership to IFCA.

6. Compensation for any optional one (1) year contract extension period shall be negotiated and set out in a written contract extension executed by both parties.

D. CITY shall pay CONSULTANT within thirty (30) days following the receipt of billing statements from CONSULTANT that are in accordance with the terms of this Agreement. CONSULTANT shall submit billing statements directly to CITY's Contact Person identified within Section III.R. of this Agreement.

E. Upon termination or expiration of this Agreement, CONSULTANT shall be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

SECTION III: MISCELLANEOUS

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed; provided that if CITY terminates this Agreement for convenience prior to the completion or submission of a cost report, CONSULTANT shall invoice, and CITY shall compensate CONSULTANT, at an hourly rate of $300 for the time CONSULTANT expended in preparing such cost report. If CITY terminates this Agreement for convenience after the submission of a cost report, but prior to reimbursement being received by CITY, the parties agree that the compensation provisions set forth above shall survive termination of the Agreement, and CITY shall timely compensate CONSULTANT pursuant to those provisions. CONSULTANT shall provide CITY documents related to all work completed for CITY in relation to this Agreement, even if it pertains to a report that was not completed prior to termination. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

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

C. Termination of Contracted Services.

If any portion of the Contracted Services covered by this Agreement shall be suspended, abated, abandoned or terminated upon CITY's choosing, CITY shall pay CONSULTANT

for the services rendered to the date of such suspended, abated, abandoned or terminated work.

E. Compliance with Law.

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

F. Indemnification.

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

Notwithstanding anything to the contrary, if, as a result of an audit by any governmental or regulatory agency, a refund is required by CITY, CONSULTANT agrees to pay no more than the portion of the compensation fee, as set forth in this Agreement, that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

G. Record Maintenance

All records that CONSULTANT acquires or creates for purposes of performing the Contracted Services shall be preserved and maintained in an orderly manner.

H. Costs and Attorney Fees.

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

I. Jurisdiction and Venue.

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

J. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors,

assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

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

L. CITY's Representatives.

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

M. Conflict of Interest.

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

N. Ownership and Publication of Materials.

CITY and CONSULTANT acknowledge and agree that CITY is subject to the Idaho Public Records Act, Idaho Code § 74-101, *et seq*. CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all plans, reports, information, data, and other materials delivered to CITY by CONSULTANT pursuant to this Agreement and CITY shall have the authority to release, publish, or otherwise use them, in whole or in part, insofar as such release or publication does not violate the law. Nothing in this section shall constrain CONSULTANT from using materials it prepares for other purposes, so long as it does not violate HIPPA/HITECH regulations.

Notwithstanding anything to the contrary, CONSULTANT will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to CONSULTANT's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any CONSULTANT intellectual property or trade secrets, including all aspects concerning the methodology for the creation and

calculations included in any cost reports. Such materials are not considered CITY's property or works made for hire.

O. Non-discrimination.

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

P. 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 CONSULTANT employs ten (10) or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67-2346 shall have the meaning defined therein.

Q. Certification of No Chinese Ownership.

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

R. Notices and Contact Persons.

All notices, requests, consents and other communications between parties, as it relates to this Agreement, shall be in writing and shall be sent to either Party's designated and authorized personnel to receive such ("Contact Person"). The following is the Contact Person for CITY and CONSULTANT:

For CITY
Duane Nelson
Fire Chief
Idaho Falls Fire Department
343 E St.
Idaho Falls, ID 83402
(208) 612-8495
danelson@idahofalls.gov

For CONSULTANT
Garrett Abrahamson
Associate Manager
Public Consulting Group, LLC
148 State St., 10th Floor
Boston, MA 02109
(207) 573-2664
gabrahamson@pcgus.com

S. Survival

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation,

confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CITY will compensate CONSULTANT as set forth herein with respect to any reimbursements CITY receives after the expiration or termination of this Agreement that are the result of the contracted services.

T. As-Is Information and Data

The parties agree and acknowledge that CONSULTANT will receive all information and data from CITY on an as-is basis. CONSULTANT is not responsible for errors or omissions in any data that it receives from CITY. CONSULTANT is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CITY. CONSULTANT is not liable for any reimbursement, refund, or contribution should CITY be subject to penalties in connection with the services rendered.

U. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY CONSULTANT THAT CITY HAS NOT PAID COMPENSATION UNDER THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO CONSULTANT.

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

"CITY"
City of Idaho Falls, Idaho

By _____
Duane Nelson, Fire Chief

"CONSULTANT"
Public Consulting Group LLC

By Garrett W Abrahamson
Garrett Abrahamson, Manager

EXHIBIT A
CONTRACTED SERVICES

Ground Emergency Medical Transportation (GEMT) Program

CONSULTANT will provide the below Contracted Services and will be utilized for one (1) partial state fiscal year cost reporting cycle and three (3) full state fiscal year cost reporting cycles. The partial state fiscal year cost reporting cycle shall be defined as January 26, 2023 through September 30, 2023. The full state fiscal year cost reporting cycles shall be defined as October 1, 2023 through September 30, 2024, October 1, 2024 through September 30, 2025, and October 1, 2025 through September 30, 2026.

A. CITY provides ambulance and medical services (i.e. Emergency Medical Services, or "EMS") that span the entirety of Bonneville County, and are further contracted to provide EMS in an as needed basis with portions of Jefferson County and Bingham County. Such EMS qualify for the GEMT Program for Medicaid. CITY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, CONSULTANT shall likewise comply.

B. CITY provides EMS to Medicaid patients each year and the Contractor shall complete the required paperwork for CITY to participate in the GEMT Program.

C. This GEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

D. CONSULTANT shall be familiar with the GEMT Program in the State of Idaho, and all the rules, regulations and requirements associated with the GEMT Program.

E. CONSULTANT shall have the knowledge, skills, and ability to fully complete the required cost reports to the State of Idaho within the time frame prescribed by the Idaho Department of Health and Welfare.

F. CONSULTANT shall have knowledge of the data and cost reporting principles specified in Idaho Statutes.

G. CONSULTANT shall have knowledge and experience in the completion of all schedules as required by the GEMT Program.

H. CITY will provide CONSULTANT with all of the required data needed to complete the schedules; however, CONSULTANT is responsible for accurate completion of the schedules.

I. CONSULTANT shall be able to accept from CITY, in electronic submission form, all information via a secure connection in accordance with HIPAA.

J. If the completed cost report is rejected by Idaho Department of Health and Welfare, CONSULTANT shall work with CITY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

K. CONSULTANT shall keep CITY informed of all updates relating to the GEMT Program and estimate the impact of future changes in Medicaid reimbursement.

L. CONSULTANT shall support CITY in establishing the legal and operational ground to participate in the GEMT Program.

M. CONSULTANT shall draft supporting documentation and flow processes for presentation to CITY and assist with messaging and review presentations for governmental relationship staff as needed.

N. CONSULTANT shall monitor claims and cash flows of GEMT Program to ensure CITY receives appropriate benefit from the GEMT Program and has met documentation needs.

O. CONSULTANT agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by CITY under the GEMT Program.

INVOICE

Public Consulting Group LLC (Health)

Customer ID:	107292
Invoice Number:	CIV-10044939
Invoice Date:	07/09/2026
Due Date:	08/08/2026
Terms:	Net 30
Amount Due:	USD 194,572.96

Bill To:

City of Idaho Falls
343 E Street
Idaho Falls, ID 83402

Description	Quantity	UOM	From Date	To Date	Unit Price	Amount
GEMT FY23 Cost Reporting Services	1				194,572.96	194,572.96

Sub Total	**194,572.96**
Tax	**0.00**
Invoice Total	**194,572.96**

For questions, please reach out to your company contact or email pcghealthfinance@pcgus.com

To ensure accurate payment processing, kindly include the invoice number as indicated on this document in the following format: CIV-10044939

Please Remit Payments to:

Bank name: Citizens Bank
Routing: 211070175
Branch:

Address:
Account: 1109586385
IBAN:
SWIFT:

Via Mail:

Public Consulting Group LLC (Health)
P.O. Box 845308
Boston, MA 02284-5308
United States of America

IDAHO DEPARTMENT OF
HEALTH & WELFARE

BRAD LITTLE – Governor
ALEX J. ADAMS – Director

ANGELA TOOMEY – Deputy Administrator
DIVISION OF MEDICAID
Post Office Box 83720
Boise, Idaho 83720-0009
PHONE: (208) 287-1150
FAX: (208) 287-1170

April 6, 2026

Duane Nelson, Fire Chief
343 E Street
Idaho Falls, Idaho 83402

Subject: Ground Emergency Medical Transportation (GEMT) Supplemental Payment

Provider: City of Idaho Falls Fire Department
GEMT Period Ended: September 30, 2023
NPI #: 1114925617

Dear Duane:

We have received your provider GEMT cost report. We have calculated the supplemental payment amount based upon this data and in accordance with Idaho Code § 56-268. Your GEMT supplemental payment is as follows:

Certified Expenditures Eligible for Federal Financial Participation	State Share of Certified Expenditures	Supplemental Payment Due to the Provider
$1,884,653.44	$443,372.27	**$1,441,281.17**

You will receive the supplemental payment on your weekly Remittance Advice under the Miscellaneous Financial Transactions section. You will see this amount within a few weeks.

Department of Health and Welfare Rules, archived IDAPA 16.05.03.300, specifies your right to request an administrative review of any or all items contained in your settlement calculation. The procedures outlined in the aforementioned rules must be followed in order to preserve your appeal rights. The first step in that process is to request review by the Administrator of the Division of Medicaid within thirty (30) days of the date of this notice. Such a request should be addressed as follows:

Idaho Department of Health and Welfare
Medicaid Appeals – Reimbursement Unit (6th Floor)
PO Box 83720
Boise, ID 83720-0009

If you have any questions regarding the GEMT supplemental payment calculation or this process, please call me at 208-287-1180.

Sincerely,

Ashley Slay Hansen
Bureau Chief
Bureau of Financial Operations

ASH/al

cc: Juliet Charron, Director
Angela Toomey, Deputy Administrator
Myers and Stauffer LC

Memorandum

File #: 26-248 **City Council**

DATE: Tuesday, July 14, 2026
AGENDA: Consent
FROM: Chris Fredericksen, General Manager
DEPARTMENT: Idaho Falls Power

Title
Transformer Surplus Bid

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

Action(s) Requested:
Approval of the sale of a surplus substation transformer to the highest responsive bidder 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) has completed the surplus property process for the sale of one (1) surplus substation transformer. In accordance with the City's surplus procedures, notice of the sale was advertised twice in the Post Register.

The equipment being sold is a **15.25 MVA Standard Transformer**, Serial No. **PJJ-4749**, commonly known as the **Temple View Transformer**. The transformer is no longer needed for Idaho Falls Power operations and has been declared surplus.

Following the advertisement period, Idaho Falls Power received three sealed bids for the transformer. After reviewing the bids, the highest bid was submitted by **Mountain West Transformer** in the amount of **$75,000**.

The sale of the surplus Temple View Transformer supports Idaho Falls Power's commitment to responsible asset management and fiscal stewardship. Disposing of equipment that is no longer required for utility operations reduces storage and maintenance costs, returns value to the utility through the recovery of surplus asset proceeds, and ensures that public resources are managed efficiently and in the best interest of Idaho Falls utility customers and the City.

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

Idaho Falls Power

Transformer Surplus Bids
7/2/2026 @ 1:00pm

Company	Bid
Mountain West Transformer	$ 75,000.00
Sunbelt Solomon	$ 43,900.00
Transformer Techonologies	$ 2,000.00

Attended:
Krista Thornton
Keri West

RESOLUTION NO. 2026-13

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, Council of the City of Idaho Falls recognizes that storage, maintenance, transportation, and other costs associated with maintaining personal property may exceed the inventory value or fair market value of such property; and

WHEREAS, City personal property has a limited economic and/or useful life; and

WHEREAS, it is sound fiscal policy and good management practice to require the expeditious disposal of surplus personal property; and

WHEREAS, Council is of the opinion that the policy contained herein will promote the efficient disposal of surplus personal property; will allow conveyance of surplus personal property to other state and local agencies where appropriate; will offer surplus personal property for sale to the public at large in some cases; and will provide for maximum value to be received by the City of Idaho Falls with attendant benefits to its citizens; and

WHEREAS, the declaration of property as "surplus" and designating the manner and conditions of disposal is most efficiently done by delegating authority to City staff, principally to the Director of Municipal Services and the Property and Records Coordinator ("Coordinator"); and

WHEREAS, all disposal of surplus property shall be done in accordance with then-current law and procedure; and

WHEREAS, on January 8, 2015, Council adopted Resolution 2015-01 to implement a surplus property policy; and

WHEREAS, Council desires to update the surplus property policy to add a section regarding the disposal of police service dogs and to make other minor updates and revisions to the surplus property policy.

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

CITY SURPLUS PROPERTY POLICY

A. Definition of "surplus": City personal property which is reasonably believed to have little or no further use by the City. "Surplus" for purposes of this Policy, shall not include trash or refuse or other items which are customarily thrown away, recycled, or otherwise discarded or destroyed. Such non-surplus items may be discarded or recycled in a manner deemed efficient by the relevant Department Director.

B. Declaration of surplus:

1. To declare City personal property surplus of status:

    a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Department Director.

    b. The Department Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Coordinator.

    c. The Coordinator, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.

    d. If the Coordinator agrees that the property is surplus, the Coordinator shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Coordinator may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.

    e. The Director of Municipal Services shall review and approve the Coordinator's recommendations and make the final determination regarding whether the item is properly declared to be surplus.

2. The Coordinator shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:

    a. general identification and description of the personal property;

    b. approximate value of the property;

    c. City Property Number, and

    d. manufacturer, model, and serial number of the property.

    The surplus form may also allow the submitter to suggest the manner by which such item may be disposed (including transfer to another City Department, donation or sale to another public entity, sale, trade, destruction, recycling etc.).

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.

a. The Director of Municipal Services shall determine whether the surplus property was purchased with federal funds. If federal funds were utilized in the purchase of the surplus property, the Director of Municipal Services shall work with the Department Director wishing to dispose of the surplus property to ensure that 2 CFR Part 200 and any additional federal law requirements are met for disposal of federally funded items.

2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

    a. Sale. The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.

    b. Donation or Transfer. Surplus property may be transferred to another City Department, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service.

    c. Recycle. Surplus property not sold or transferred may be recycled whenever practicable.

    d. Discarding and/or Destruction. Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.

    e. Exchange. Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.

3. Special considerations:

    a. Weapons.

        i. Definition. A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (*e.g.* taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows.

"Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.

ii. The Coordinator may also declare an item a "weapon" if the Coordinator reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Coordinator, is reasonably likely to be used as a weapon, as that word is commonly understood. When making such a determination, the Coordinator is encouraged to consult with the Chief of Police.

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Coordinator. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Coordinator and the transfer is approved by the Director of Municipal Services.

2. Confiscated Weapons – confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

iv. Illegal and Inoperable Weapons. All illegal and inoperable weapons shall be destroyed.

b. Vehicles.

i. Vehicles and automotive-related equipment and materials shall be declared as surplus according to the City's Municipal Equipment Replacement Fund process.

ii. Police Department vehicles that have been declared as surplus according to the City's Municipal Equipment Replacement Fund process, are eligible for direct public sale if the law enforcement equipment upfitting (such as lights, radio, radar, etc.) are first removed from the vehicle. Provided, however, that the Coordinator may make direct sale, without removal of law enforcement equipment upfitting, to any law enforcement agency or law enforcement academy.

c. Police Service Dogs.

i. If, pursuant to the Idaho Falls Police Department's policy on Police Service Dog Retirement, the Mayor and Chief of Police determine that a police service dog should be retired, the Coordinator may declare the police service dog as surplus and approve a transfer of ownership to the police service dog's handler or to another person. The Idaho Falls Police Department may also transfer a leash, harness, kennel, and other housing or items associated with the police service dog that are not reasonably suitable for reissue.

ii. Any such transfer of ownership shall include a payment of One Dollar ($1.00) and a signed agreement by the transferee to assume the care and maintenance of the police service dog.

d. Library Materials.

i. City delegates to the Board of Trustees of the Idaho Falls Public Library, the authority to sell, exchange or otherwise dispose of library materials (including books, audio and video recordings, written materials, etc.) when no longer required by the Library because such are surplus, duplicates, worn out, of little or no practical utility, or otherwise unneeded for Public Library purposes.

d. Recycling of Used or Excess Materials for Value:

i. Where materials (such as scrap metal, wire, or similar unused or left-over items) likely have value only if recycled or traded, as determined in good faith by the Department Director, such material may be exchanged by the Department for its approximate value pursuant to the Department's internal recycling/exchange process.

D. The Coordinator shall submit no less frequently than one (1) time per year, a report to the City Council relating to the disposition of surplus property. Such a report shall not include property determined to have a current value of zero or a value of less than what it would cost to dispose of the surplus at a refuse or recycling vendor.

E. This Resolution amends all previous Resolutions and Ordinances regarding processes or policies regarding the disposal, sale, or disposition of surplus property held by the City, including Resolution 2015-1.

F. Any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

G. This Resolution shall become effective as of the date of its passage.

ADOPTED and effective this 21 day of May, 2026.

CITY OF IDAHO FALLS, IDAHO

Lisa M. Burtenshaw, Mayor

ATTEST:

Emily Geisler, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, EMILY GEISLER, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE."

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

Emily Geisler, City Clerk

Memorandum

File #: 26-271 **City Council**

DATE: Thursday, July 23, 2026
AGENDA: Consent
FROM: Bryce Johnson, Chief of Police
DEPARTMENT: Police Department

Title
SRO Memorandum of Understanding 2026/27 School Year - Alturas

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

Action(s) Requested:
Approve the MOU with Alturas Preparatory Academy and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
Alturas Academy and IFPD have a new agreement to provide a safe learning environment for students, faculty and staff. This agreement provides one sworn IFPD Officer to serve as the School Resource Officer. During the school year, this Officer will be assigned to Alturas Preparatory Academy. When school is not in session, the SRO will be assigned as a Patrol Officer. IFPD recommends approval.

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

SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN (hereinafter "Agreement") made and entered into this ___ day of _____, 2026 by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Alturas Preparatory Academy, 2280 E 17th Street, Idaho Falls, Idaho 83404 (hereinafter "ALTURAS").

WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and employs a trained and certified staff of police officers to provide law enforcement services within CITY; and

WHEREAS, ALTURAS has need of qualified and trained personnel to provide security and law enforcement services within the various schools of ALTURAS which are located within the boundaries of CITY; and

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools.

NOW THEREFORE it is hereby agreed as follows:

1. **CITY Police Officers.** Subject to the approval by ALTURAS on an officer-by-officer basis, CITY agrees to provide for the use and benefit of ALTURAS a sworn police officer to work as School Resource Officers ("SROs") within the schools operated by ALTURAS within the CITY, provided CITY shall have no obligation to provide a substitute officer during times when the SRO is taking mandatory training, approved vacation, holiday, sick leave, or other leave of absences beyond the control of the CITY. Such police officer shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on the execution of this Agreement and shall terminate on June 4, 2027.

3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation:

    a. <u>For One (1) SRO.</u> ALTURAS agrees to pay CITY an amount equal to seventy percent (70%) of the SRO's wages and seventy percent (70%) of the cost of the SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, ALTURAS shall pay CITY seventy percent (70%) of all compensation paid to the SRO and seventy percent (70%) of the SRO's FICA withholdings, PERSI withholdings, and the premiums for the compensation, health, and accident insurance and life insurance attributable to the SRO.

b. SROs Overtime. ALTURAS will pay one hundred percent (100%) of overtime earned by the SRO engaged pursuant to this Agreement for ALTURAS-related activities. Overtime earned by an SRO from a criminal investigation or arrest will be paid one hundred percent (100%) by CITY.

Payment of ALTURAS's share of such wages and benefits, as outlined in this section, shall be due no later than the 30th day of June during the term hereof, provided CITY sends an invoice to ALTURAS at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 18, 2026, or since the date of the last payment.

4. **Work Schedules**. ALTURAS shall have the right to establish and direct the work hours and work days for the SRO, including the right, if necessary, to require the SRO to work on holidays established by the Idaho Falls City Personnel Policy and to require the SRO to work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by the SRO and arising from such holiday pay or overtime work, shall be included within the compensation in which ALTURAS is required to participate. ALTURAS may change the shift hours of the SRO to accommodate scheduled school related events that require security or the presence of the SRO.

5. **Supervision and Direction of SROs.** ALTURAS shall have the right to generally assign work tasks to the SRO, provided the manner and means by which such work is performed shall be determined by CITY in accordance with CITY's Personnel Policy, ordinances, and regulations and any general orders promulgated by the Idaho Falls Chief of Police and Alturas Preparatory Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training, and disciplining of the SRO. The SRO's assignments and work ethics will be continually evaluated by the ALTURAS, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and Police Administration should also be arranged. CITY shall make its best efforts to make accommodations to provide the SRO training outside of school hours. There may be mandatory trainings in which the SRO will have to attend during school time. The SRO shall notify school principals of such training. It is the desire of CITY to provide. ALTURAS with an SRO; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. ALTURAS has the right to reject any SRO candidate if ALTURAS is not satisfied at any time with the current SRO. ALTURAS may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits, and all terms and conditions of the SRO's employment shall be in accordance with and subject to the CITY Personnel Policy, regulations, and procedures as established by the statute or CITY ordinance. Selections and transfers will be made in accordance with CITY policy. School personnel will be involved in the transfer process.

6. **SRO-Specific Training.** SRO-specific training includes any program or course designed to enhance SRO development and functionality. ALTURAS and the CITY agree to split equally (50/50) all related costs, including registration fees, travel, lodging, and meals, for each SRO engaged pursuant to this AGREEMENT to attend the National Association of

School Resource Officers (NASRO) training conference. The CITY shall cover all initial costs and invoice ALTURAS for its fifty percent (50%) share during the regular quarterly billing cycle.

7. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment, and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will be secured in lockers and safes provided by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.

8. **Equipment Provided by ALTURAS.** ALTURAS shall provide an office, desk, telephone, and necessary office supplies for use by each SRO. ALTURAS will also provide an internet connection for use by each SRO.

9. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** ALTURAS and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability, or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out of any negligent act or omission by any SRO while acting within the course and scope of the SRO's duties whenever such act or omission causes property damage or personal harm, injury, or death to a third party. To the extent such waiver is not allowed by any policy of one part. The waiver shall not be applicable to the other party.

10. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation, or understanding shall be assumed. In addition, this Agreement supplants, replaces, and supersedes all prior SRO Agreements between the parties.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

ATTEST:
City of Idaho Falls, Idaho

By_____
Linda Lundquist, City Clerk

"CITY"

By_____
Lisa M. Burtenshaw, Mayor

"ALTURAS"

By Michelle Ball
Michelle Ball
Executive Director
Alturas Preparatory Academy

Memorandum

File #: 26-272 **City Council**

DATE: Thursday, July 23, 2026
AGENDA: Consent
FROM: Bryce Johnson, Chief of Police
DEPARTMENT: Police Department

Title
SRO Memorandum of Understanding 2026/27 School Year - District 91

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

Action(s) Requested:
To approve the MOU with Idaho Falls School District 91 and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
This is a Memorandum of Understanding (MOU) between Idaho Falls School District 91 and the Idaho Falls Police Department establishing each entity's obligation under the School Resource Officer (SRO) program. This MOU also establishes the terms and conditions between the City of Idaho Falls and School District 91 regarding sworn police officers working within the schools during the 2026/2027 school year. The IFPD has provided sworn officers to work as SROs within Idaho Falls School District 91 for many years and is pleased to continue these services for the 2026/2027 school year. The MOU is the same as last year's City Council-approved MOU with only a change of dates for the upcoming school year. IFPD recommends approval.

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

SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN (hereinafter "Agreement") made and entered into this 15th day of July, 2026 by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Idaho Falls School District No. 91, 690 John Adams, Idaho Falls, Idaho 83401 (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and employs a trained and certified staff of police officers to provide law enforcement services within CITY; and

WHEREAS, DISTRICT has need of qualified and trained personnel to provide security and law enforcement services within the various schools of DISTRICT which are located within the boundaries of CITY; and

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools.

NOW THEREFORE it is hereby agreed as follows:

1. **CITY Police Officers.** Subject to the approval by DISTRICT on an officer-by-officer basis, CITY agrees to provide for the use and benefit of DISTRICT sworn police officers to work as School Resource Officers ("SROs") within the schools operated by DISTRICT within the CITY, provided CITY shall have no obligation to provide a substitute officer during times when an SRO is taking mandatory training, approved vacation, holiday, sick leave, or other leave or absences beyond the control of the CITY. Such police officers shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on the execution of this Agreement and shall terminate on June 1, 2027.

3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation:

    a. For Two (2) SROs. DISTRICT agrees to pay CITY an amount equal to seventy percent (70%) of each SROs wages and seventy percent (70%) of the cost of each SROs benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY seventy percent (70%) of all compensation paid to all SROs and seventy percent (70%) of each officer's FICA withholdings, PERSI withholdings, and the premiums for workers' compensation, health, and accident insurance and life insurance attributable to such SRO.

b. For Two (2) SROs. DISTRICT agrees to pay CITY an amount equal to fifty percent (50%) of each SROs' wages and fifty percent (50%) of the cost of each SROs benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY fifty percent (50%) of all compensation paid to all SROs and fifty percent (50%) of each officer's FICA withholdings, PERSI withholdings, and the premiums for workers' compensation, health, and accident insurance and life insurance attributable to such SRO.

c. For One (1) SRO. DISTRICT agrees to pay CITY an amount equal to one hundred percent (100%) of this SRO's wages and one hundred percent (100%) of the cost of this SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY one hundred percent (100%) of all compensation paid to this SRO and one hundred percent (100%) of this officer's FICA withholdings, PERSI withholdings, and the premiums for workers' compensation, health, and accident insurance and life insurance attributable to this SRO.

d. SROs Overtime. DISTRICT will pay one hundred percent (100%) of overtime earned by any and all SROs engaged pursuant to this Agreement for DISTRICT-related activities. Overtime earned by an SRO from a criminal investigation or arrest will be paid one hundred percent (100%) by CITY.

Payment or DISTRICT's share or such wages and benefits, as outlined in this section, shall be due no later than the 30th day of June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 18, 2026. or since the date or the last payment.

4. **Work Schedules**. DISTRICT shall have the right to establish and direct the work hours and work days for all SROs, including the right, if necessary, to require SROs to work on holidays established by the Idaho Falls City Personnel Policy and to require SROs to work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by an SRO and arising from such holiday pay or overtime work, shall be included within the compensation in which DISTRICT is required to participate. DISTRICT may change the shift hours of the SRO to accommodate scheduled school related events that require security or the presence of the SRO.

5. **Supervision and Direction of SROs.** DISTRICT shall have the right to generally assign work tasks to the SROs, provided the manner and means by which such work is performed shall be determined by CITY, in accordance, with CITY's Personnel Policy, ordinances, and regulations and any general orders promulgated by the Idaho Falls Chief of Police and School District 91 Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training, and disciplining of SROs. The SROs' assignments and work ethics will be continually evaluated by the DISTRICT, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and

Police Administration should also be arranged. CITY shall make its best efforts to make accommodations to provide SROs training outside of school hours. There may be mandatory trainings in which SROs will have to attend during school time. SROs shall notify school principals of such training. It is the desire of CITY to provide. DISTRICT with SROs; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. DISTRICT has the right to reject any SRO candidate if DISTRICT is not satisfied at any time with the current SRO. DISTRICT may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits, and all terms and conditions of the SROs employment shall be in accordance with and subject to the CITY Personnel Policy, regulations, and procedures as established by the statute or CITY ordinance. Selections and transfers will be made in accordance with CITY policy. School personnel will be involved in the transfer process.

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment, and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will be secured in lockers and safes provided by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.

7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone, and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.

8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability, or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out or any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury, or death to a third party. To the extent such waiver is not allowed by any policy of one part). The waiver shall not be applicable to the other party.

9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation, or understanding shall be assumed. In addition, this Agreement supplants, replaces, and supersedes all prior SRO Agreements between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

ATTEST:
City of Idaho Falls, Idaho

"CITY"

By_____
Linda Lundquist, City Clerk

By_____
Lisa M. Burtenshaw, Mayor

By Karla LaOrange
Karla LaOrange
District No. 91 Superintendent

Memorandum

File #: 26-251 **City Council**

DATE: Wednesday, July 15, 2026
AGENDA: Consent
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
Bid Award - Police Station Shooting Range

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

Action(s) Requested:
Approve the bid award for the Police Station Shooting Range project; award to the lowest responsive, responsible bidder, 3H Construction, LLC, for $116,451.00 (or take other action deemed appropriate).

Description, Background Information, Purpose:
On Wednesday, July 22, 2026, bids were received and opened for the Police Station Shooting Range project. A tabulation of bid results is attached. The purpose of the proposed project bid award is to contract with the lowest bidder to construct the shooting range.

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

Cost allocation for this project will come from Police Division funds. Sufficient funding and budget authority exist to complete the proposed improvements.

The Legal Department reviewed the bid process and concurred that the proposed Council action complies with Idaho State Statute.

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

OTH-2026-38 - 26-251

City of Idaho Falls

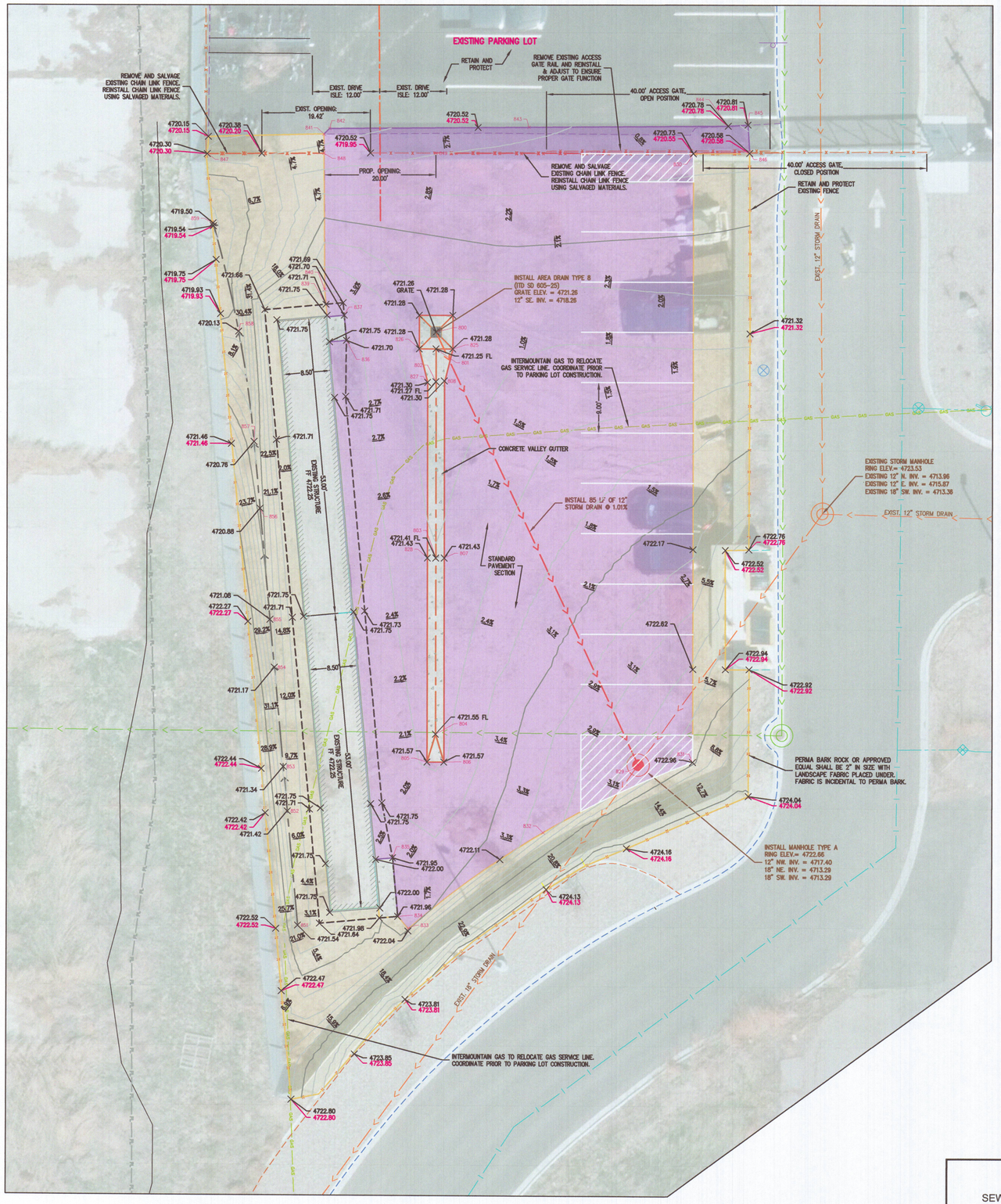
Engineering Division

Engineer's Estimate

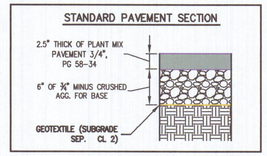
Project: Police Station Shooting Range Site Work ***Number:*** ----OTH-2026-38

Submitted: Jon Knowles, P.E. ***Date:*** July 22, 2026

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		3H Construction LLC		Knife River Corporation		Alpine Construction Management, LLC		Suncore Construction & Materials, Inc	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 200 - EARTHWORK												
202.4.1.A.1	Excavation	191	CY	$30.00	$5,730.00	$65.00	$12,415.00	$33.00	$6,303.00	$99.00	$18,909.00	$62.00	$11,842.00
	DIVISION 600 - CULVERTS & STORM DRAINS												
601.4.1.A.5.	12" Storm Drain Pipe	86	LF	$100.00	$8,600.00	$85.00	$7,310.00	$89.00	$7,654.00	$147.00	$12,642.00	$120.00	$10,320.00
602.4.1.A.1	Storm Drain Shallow Manhole Type A	1	EA	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$6,650.00	$6,650.00	$9,100.00	$9,100.00	$9,081.00	$9,081.00
	DIVISION 700 - CONCRETE												
706.4.1.B.1	Concrete Valley Gutters	70	LF	$130.00	$9,100.00	$175.00	$12,250.00	$115.00	$8,050.00	$98.21	$6,874.70	$90.00	$6,300.00
	DIVISION 800 - AGGREGATES & ASPHALT												
802.4.1.A.1	Crushed Aggregate for Base Type 1	143	CY	$65.00	$9,295.00	$54.00	$7,722.00	$78.00	$11,154.00	$95.20	$13,613.60	$135.00	$19,305.00
810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	120	TON	$160.00	$19,200.00	$160.00	$19,200.00	$145.00	$17,400.00	$219.75	$26,370.00	$202.00	$24,240.00
	DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING												
1104.4.1.A.1	Painted Striping & Painted Pavement Markings	349	SF	$3.00	$1,047.00	$9.00	$3,141.00	$3.00	$1,047.00	$10.00	$3,490.00	$5.50	$1,919.50
	DIVISION 2000 - MISCELLANEOUS												
2040.4.1.D.1	Remove & Reset Fence	100	LF	$200.00	$20,000.00	$75.00	$7,500.00	$130.00	$13,000.00	$59.80	$5,980.00	$85.00	$8,500.00
2050.4.1.C.1	Subgrade Separation Geotextile, Type 2	861	SY	$3.00	$2,583.00	$4.00	$3,444.00	$2.50	$2,152.50	$8.00	$6,888.00	$7.50	$6,457.50
2055.4.1.A.1	Decorative Rock Type Perma Bark	37	CY	$300.00	$11,100.00	$110.00	$4,070.00	$300.00	$11,100.00	$175.00	$6,475.00	$400.00	$14,800.00
	SPECIAL PROVISIONS												
S0630	Inlet Type 8 (ITD SD 605-25)	1	EA	$5,000.00	$5,000.00	$6,500.00	$6,500.00	$6,650.00	$6,650.00	$7,280.00	$7,280.00	$5,715.00	$5,715.00
S1120	Electric Service	1	LS	$24,000.00	$24,000.00	$25,399.00	$25,399.00	$27,720.50	$27,720.50	$29,266.00	$29,266.00	$37,040.00	$37,040.00
	TOTAL				**$121,655.00**		**$116,451.00**		**$118,881.00**		**$146,888.30**		**$155,520.00**



STANDARD PAVEMENT SECTION



GRADING LEGEND AND ABBREVIATIONS

4747.11 — EXIST. GROUND ELEVATION
4747.25 — PROP. GROUND ELEVATION
-1.00% — SLOPE CALLOUT
FF — FINISHED FLOOR

POINT NO.	NORTHING	EASTING	DESCRIPTION
800	669240.7097	692903.8904	AREA DRAIN TYPE B
801	669237.7097	692903.8904	FL
802	669231.8453	692903.8843	FL
803	669200.3152	692903.8904	FL
804	669168.7850	692903.8904	FL
805	669163.7852	692902.4904	V-DRAIN
806	669163.7852	692905.4904	V-DRAIN
807	669200.3152	692905.4904	V-DRAIN
808	669231.9809	692905.4781	V-DRAIN
825	669237.7097	692906.8904	V-DRAIN
826	669237.7097	692903.8904	V-DRAIN
827	669231.7097	692902.4904	V-DRAIN
828	669200.3152	692902.4904	V-DRAIN
829	669163.3729	692940.2786	SDMH
830	669272.7852	692948.8904	EDGE OF PVMT
831	669163.8975	692948.8904	EDGE OF PVMT
832	669151.2236	692923.2585	EDGE OF PVMT MID
833	669133.9824	692888.2134	EDGE OF PVMT
834	669138.1533	692897.3408	EDGE OF PVMT
835	669146.8101	692896.3803	EDGE OF PVMT
836	669238.2282	692887.8715	EDGE OF PVMT
837	669243.7097	692887.5642	EDGE OF PVMT
838	669243.4324	692884.5145	EDGE OF PVMT
839	669245.6690	692894.3185	EDGE OF PVMT
840	669248.3651	692884.0666	EDGE OF PVMT
841	669276.1761	692883.8919	EDGE OF PVMT
842	669277.1842	692884.9063	SAWCUT
843	669277.4732	692900.5746	SAWCUT
844	669277.7623	692907.3428	SAWCUT
845	669277.9699	692956.7589	SAWCUT
846	669272.8824	692960.6557	MATCH
847	669272.6195	692863.0377	FENCE
848	669272.7198	692863.6763	FENCE
849	669272.7742	692903.9310	FENCE
850	669272.8283	692931.9633	FENCE
851	669134.5247	692879.4257	SWALE
852	669154.9382	692877.5437	SWALE
853	669162.5044	692876.8093	SWALE
854	669180.5066	692875.1995	SWALE
855	669189.2925	692874.3764	SWALE
856	669208.1490	692872.5457	SWALE
857	669221.1140	692871.4426	SWALE
858	669240.8151	692868.6854	SWALE
859	669260.1895	692864.0867	SWALE

HORIZONTAL CONTROL SYSTEM AND BEARINGS

ALL CONTROL AND COORDINATES LISTED, (NORTHINGS AND EASTINGS), ARE PURSUANT 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 1.0002772265 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. ALL BEARINGS, (IF ANY), ARE BASED ON THIS SYSTEM.

VERTICAL CONTROL SYSTEM

THE VERTICAL CONTROL DATUM USING GEOID 18 AND THE CITY OF IDAHO FALLS NAVD 88.

ENGINEERS NOTE:

IN COMPLIANCE WITH IDAHO CODE § 55-1613 A FIELD SEARCH AND LOCATION SURVEY HAS BEEN CONDUCTED UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR PRIOR TO THIS PROJECT'S CONSTRUCTION. ALL POINTS THAT WILL BE DISTURBED WILL BE REPLACED BY CITY FORCES.

SITE INFORMATION

ZONING = PD — SIDE SETBACK – 0'
FRONT SETBACK – 20' — REAR SETBACK – 0'

EXISTING PARKING

PARKING REQUIREMENT IS BASED ON, 1 ACCESSIBLE STALL PER 25 STALLS.

SPACES PROVIDED = 12 STANDARD + 0 ACCESSIBLE

STORM CALCULATIONS

PARKING LOT = 12,531.62
REQUIRED STORAGE = 1,354 CF

POND VOLUME = 38,820 CF
POND VOLUME CURRENT USAGE= 34,020 CF

LANDSCAPE REQUIERMENTS

OVERALL PARCEL= ±12,120 SF

LANDSCAPE AREA REQUIRED= N/A
LANDSCAPE AREA PROVIDED= NA

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SIDEWALK
		CURB / CURB & GUTTER
		PAVEMENT
OHP		OVERHEAD POWER
UGP		UNDERGROUND POWER
		FENCE – CHAINLINK
		FENCE – WOOD
T		TELEPHONE LINE
FO		FIBER OPTIC LINE
GAS		GAS LINE
		GAS METER
		SEWER LINE
		STORM LINE
		WATER LINE
		SEWER SERVICE LINE
		WATER SERVICE LINE
PL		PROPERTY LINE
ROW		RIGHT-OF-WAY
		STORM INLET BOX
		STORM AREA DRAIN
		STORM JUNCTION BOX
		STORM MANHOLE
		SANITARY SEWER MANHOLE
		WATER VALVE
		FIRE HYDRANT
		PLANTMIX PAVEMENT
		DECORATIVE ROCK TYPE PERMA BARK
		ANCHOR GUY
		SIGN
		ROCK TEST HOLE

FIRE SUPPRESSION NOTE

THE FIRE SPRINKLER UNDERGROUND WATER SUPPLY SHALL NOT BE INSTALLED WITHOUT FIRST OBTAINING A FIRE CODE CONSTRUCTION PERMIT FROM THE IDAHO FALLS FIRE DEPARTMENT FIRE PREVENTION DIVISION. A FULL DESIGN AND MATERIAL SUBMITTAL IS REQUIRED FOR FIRE CODE REVIEW. ONLY A LICENSED FIRE SPRINKLER CONTRACTOR MAY APPLY FOR THE REQUIRED PERMIT. INSTALLATION SHALL NOT BEGIN UNTIL THE IDAHO STATE FIRE MARSHAL APPROVES AND STAMPS PLANS OR GIVES WRITTEN PERMISSION TO ADVANCE ON THE PROJECT. ALL SUBMITTAL DOCUMENTS AND THE STATE FIRE MARSHAL APPROVAL MUST BE RECEIVED BY THE FIRE PREVENTION DIVISION OF THE IDAHO FALLS FIRE DEPARTMENT BEFORE WORK BEGINS. THE FIRE SPRINKLER UNDERGROUND WATER SUPPLY MUST MEET THE REQUIREMENTS OF NFPA 24 AND PASS ALL INSPECTION POINTS. ALL JOINTS, CONNECTIONS, AND RESTRAINTS MUST BE INSPECTED PRIOR TO COVERING. DEPTH OF COVER SHALL BE A MINIMUM OF 6 FEET FROM TOP OF PIPE TO FINISHED GRADE.

SURVEY NOTE

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

NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**

2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.

3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Community Development Services Department for approval prior to construction.

4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.

5. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Drawings and Specifications** .

6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.

7. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Division must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).

8. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Division. The Division shall be notified at least four (4) hours prior to placing (208-612-8250).

9. All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.

10. **Replace** all broken or poor quality curb, gutter, and sidewalk.

11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.

12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.

13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Wastewater Division prior to backfilling (208-612-8108). All 4" and larger taps to existing City water mains shall be inspected by the City Water Division (208-612-8471) prior to backfilling. Verification of a passing bacteria test for the installation of all new water mains 4" and larger in diameter must be submitted to the City Engineering Division prior to placing mains into service.

14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawings and Specifications - Drawings IF-401A through IF-401F. Water meters are required on all non-residential construction as well as common landscaped areas. Residential construction must install an idler in place of water meter. Meters or idlers must be on approved material list and may be purchased from the Water Division warehouse (208-612-8474).

15. **Fire flow** and **access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.

16. **Private fire service water mains** shall be installed by a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.

17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).

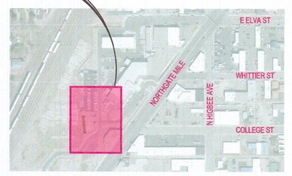
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.

19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.

20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

21. Construction within the Public Right-of-Way shall be in compliance with City of Idaho Falls Traffic Control Policy.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 8/2025

Approved _____ City of Idaho Falls — Date 7/14/26

PROPERTY LEGAL DESCRIPTION

TR 1 & VACATED ST, BLOCK 1, TR 3, BLOCK 4, TR 2 & VACATED ST, BLOCK 5, DWIGHTS SE1/4, SEC 18, T 2N, R 38

SITE PLAN CONTACT PERSON

NAME Brian Cunningham
ADDRESS 380 Constitution Way ZIP 83402
PHONE (208) 612-8263

SITE PLAN NAME AND ADDRESS (See Note #1)

Police Station
Shooting Range
Site

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
SCALE: 1" = 10'-0"	CHECKED BY:	REVIEW NO.:	1 of 1

N W E S

0 10 HORIZONTAL FEET 20

Stamp: PROFESSIONAL ENGINEER REGISTERED 14787 07/14/2026 STATE OF IDAHO JONATHAN W. KNOWLES

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 0 FT.

ENGINEERING DEPT.

WATER CONNECTIONS 0 (CITY) SIZE/EACH
WATER CONNECTIONS 0 (CITY) SIZE/EACH
IRRIGATION CONNECTIONS 0 (CITY) SIZE/EACH
SEWER CONNECTIONS 0 (CITY) EACH

Memorandum

File #: 26-253 **City Council**

DATE: Monday, July 20, 2026
AGENDA: Consent
FROM: Linda Lundquist, City Clerk
DEPARTMENT: Mayor's Office

Title
June 2026 Licensing through the Office of the City Clerk

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

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

Description, Background Information, Purpose:
City Clerk's Office
Permits and
Licensing for JUNE
2026

Number	Type
78	New Business Permits & Li
16	Renewed Business License
10	New & Renewed Contracto

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

June 2026 New Licenses & Permits (excludes contractors)					
	Name	Number	Type	Status	Date
1	The Snakebite	6728684	Alcohol Catering Permit	APPROVED	6/25/26
2	Discount Games Inc. DBA Gameopolis	1980688	Other Business License	APPROVED	6/11/26
3	Kyle, Jesse	9856617	Public Transportation Operator	APPROVED	6/3/26
4	Hill, Chastity	7084723	Additional Dog License	APPROVED	6/9/26
5	Sergio's Delights	4010813	Mobile Food Vender	APPROVED	6/5/26
6	Summer Nights Italian Ice LLC	818684	Mobile Food Vender	APPROVED	6/9/26
7	Sloan, Marshall	7015409	Door-to-Door Sales	APPROVED	6/3/26
8	SnoLaLa Snoballs	8464408	Mobile Food Vender	APPROVED	6/9/26
9	208 Food Hub	2044254	Mobile Food Vender	APPROVED	6/9/26
10	Pachangas Mexican Restaurant	4164891	Alcohol Catering Permit	APPROVED	6/3/26
11	Prestridge	4812438	Additional Dog License	APPROVED	6/9/26
12	Alive After Five	6144372	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
13	Alive After Five	8952204	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
14	Alive After Five	5712230	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
15	Alive After Five	7518940	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
16	Alive After Five	8014287	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
17	Alive After Five	8115598	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
18	Alive After Five	7826481	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
19	Alive After Five	7483511	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
20	Live United Summer Concert Series	927310	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
21	Live United Summer Concert Series	2873072	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
22	Live United Summer Concert Series	5807506	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
23	Live United Summer Concert Series	4545582	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
24	Alive After Five	7742012	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
25	Alive After Five	6598537	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
26	Alive After Five	8349540	Alcohol Catering Permit Not - For - Profit	APPROVED	6/9/26
27	Franklin, Bryce	4445055	Door-to-Door Sales	APPROVED	6/9/26
28	Bee's Knees Pub & Catering Co.	3161188	Alcohol Catering Permit	APPROVED	6/5/26
29	Bee's Knees Pub & Catering Co.	8435364	Alcohol Catering Permit	APPROVED	6/5/26
30	Bee's Knees Pub & Catering Co.	9668221	Alcohol Catering Permit	APPROVED	6/5/26
31	Bee's Knees Pub & Catering Co.	9459706	Alcohol Catering Permit	APPROVED	6/5/26
32	MAD Pretzels	9574827	Mobile Food Vender	APPROVED	6/18/26
33	The Bean Spot	6654263	Mobile Food Vender	APPROVED	6/18/26
34	Bird, Braedon	3371899	Door-to-Door Sales	APPROVED	6/9/26
35	The Snakbite Restaurant	8627896	Alcohol Catering Permit	APPROVED	6/9/26
36	Smith, Garrett	6721489	Door-to-Door Sales	APPROVED	6/9/26
37	Kleankarma	1349741	Itinerant Merchant	APPROVED	6/18/26
38	Idahome Ice Cream Inc. DBA Stella's Ice Cream - Idaho Falls	4566380	Mobile Food Vender	APPROVED	6/25/26
39	Dickey, Earl	698605	Door-to-Door Sales	APPROVED	6/11/26
40	Raudnomm, Kert	9104730	Door-to-Door Sales	APPROVED	6/11/26
41	Tolbertson, Daniel	3076329	Door-to-Door Sales	APPROVED	6/12/26
42	Morgan, Cameron	4505292	Door-to-Door Sales	APPROVED	6/11/26
43	Martinsen, Landon	1476288	Door-to-Door Sales	APPROVED	6/11/26
44	Braun, Tyler	5222979	Door-to-Door Sales	APPROVED	6/11/26
45	Club Charleys	1763619	Alcohol Catering Permit	APPROVED	6/11/26
46	Club Charleys	310906	Alcohol Catering Permit	APPROVED	6/11/26
47	Club Charleys	7531525	Alcohol Catering Permit	APPROVED	6/11/26
48	SCI Ventures LLC/White Horse Bar	1222282	Alcohol Catering Permit	APPROVED	6/11/26
49	Zaugg, Kiana	855733	Door-to-Door Sales	APPROVED	6/25/26
50	Bee's Knees Pub & Catering Co.	7095779	Alcohol Catering Permit	APPROVED	6/23/26
51	Bee's Knees Pub & Catering Co.	7921402	Alcohol Catering Permit	APPROVED	6/11/26
52	Bee's Knees Pub & Catering Co.	8038780	Alcohol Catering Permit	APPROVED	6/11/26
53	Bee's Knees Pub & Catering Co.	6123336	Alcohol Catering Permit	APPROVED	6/11/26
54	ROSITA LLC	9526278	Mobile Food Vender	APPROVED	6/25/26
55	Pachangas Mexican Restaurant	6818296	Alcohol Catering Permit	APPROVED	6/25/26
56	TAMALES Idaho, LLC	9925272	Alcohol Catering Permit	APPROVED	6/12/26
57	Makers Night: Acrylic 2	2492022	Alcohol Catering Permit Not - For - Profit	APPROVED	6/11/26
58	Crockett, Spencer	2470915	Door-to-Door Sales	APPROVED	6/23/26
59	Booker, Kade	1563124	Door-to-Door Sales	APPROVED	6/23/26
60	Stanton, Brody	5116011	Door-to-Door Sales	APPROVED	6/24/26

61	Stout, Peyton	7717697	Door-to-Door Sales	APPROVED	6/23/26
62	Stout, Owen	8192414	Door-to-Door Sales	APPROVED	6/24/26
63	Soiled Dove	1428979	Alcohol Catering Permit	APPROVED	6/18/26
64	Bee's Knees Pub & Catering Co.	1181968	Alcohol Catering Permit	APPROVED	6/18/26
65	Bee's Knees Pub & Catering Co.	214111	Alcohol Catering Permit	APPROVED	6/18/26
66	Pita Dogs	1903319	Mobile Food Vender	APPROVED	6/24/26
67	Allen Tree and Landscape	6391718	Private Tree Service	APPROVED	6/18/26
68	American Legion Post 56 War Bonnet Round Up Kickoff Event	7954718	Alcohol Catering Permit Not - For - Profit	APPROVED	6/23/26
69	War Bonnet Round Up Rodeo	1891908	Alcohol Catering Permit Not - For - Profit	APPROVED	6/23/26
70	Bee's Knees Pub & Catering Co.	3923255	Alcohol Catering Permit	APPROVED	6/24/26
71	Club Charleys	5436313	Alcohol Catering Permit	APPROVED	6/25/26
72	Club Charleys	5927701	Alcohol Catering Permit	APPROVED	6/25/26
73	Bee's Knees Pub & Catering Co.	1110014	Alcohol Catering Permit	APPROVED	6/25/26
74	Club Charleys	5612234	Alcohol Catering Permit	APPROVED	6/29/26
75	Club Charleys	7524609	Alcohol Catering Permit	APPROVED	6/30/26
76	Club Charleys	7637019	Alcohol Catering Permit	APPROVED	6/30/26
77	Pachangas Mexican Restaurant	9753383	Alcohol Catering Permit	APPROVED	6/30/26
78	Calakas Tacos & Miches Mexican Rest.	2546576	Alcohol Catering Permit	APPROVED	6/30/26

JUNE 2026 Renewed Licenses (excludes contractors)

	Name	Number	Type	Status	Date
1	Sals Pupuseria	2024-06	Mobile Food Vendor	APPROVED	6/18/2026
2	The Corndog Company	2024-21-22	Mobile Food Vendor	APPROVED	6/11/2026
3	Fire & Smoke BBQ	2024-28	Mobile Food Vendor	APPROVED	6/18/2026
4	Pronto Pups	3734176	Mobile Food Vendor	APPROVED	6/22/2026
5	El Desayunero LLC	8752647	Mobile Food Vendor	APPROVED	6/11/2026
6	Lemon Smashers	5874956	Mobile Food Vendor	APPROVED	6/1/2026
7	Family Tree Lemonade Co.	8645892	Mobile Food Vendor	APPROVED	6/18/2026
8	Firefly Cottage Bakery	9636997	Mobile Food Vendor	APPROVED	6/1/2026
9	Azteca Taqueria LLC	3204071	Mobile Food Vendor	APPROVED	6/1/2026
10	Shivrrrr Shack Shaved Ice LLC	175950	Mobile Food Vendor	APPROVED	6/18/2026
11	Mexican Crazy Corn	1681236	Mobile Food Vendor	APPROVED	6/1/2026
12	Idaho Tree Solutions LLC	7906449	Private Tree Service	APPROVED	6/1/2026
13	SICC-B's	3811532	Mobile Food Vendor	APPROVED	6/25/2026
14	Eldridge	5637	Public Transportation Operator	APPROVED	6/23/2026
15	Eldridge	7518	Public Transportation Operator	APPROVED	6/25/2026
16	Davis	11005	Public Transportation Operator	APPROVED	6/25/2026

JUNE 2026 CONTRACTORS

	Number	Name	Type	Date
1	LBC24-026	3B&G All Phase Construction Inc	Bldg Contractor - Class B	6/8/2026
2	LBC25-047	Prime Retail Services, Inc	Bldg Contractor - Class B	6/10/2026
3	2016	Lytle Signs	Sign Contractor	6/18/2026
4	1222	Frederickson Construction Inc	Bldg Contractor - Class B	6/8/2026
5	LRW26-013	Level Up Plumbing LLC	Right-of-Way Contractor	6/10/2026
6	BLDC17-013	Alta Project Services LLC	Bldg Contractor - Class A	6/10/2026
7	1401	Pacific West Construction Inc	Bldg Contractor - Class A	6/10/2026
8	PWRW22-003	Construction Solutions Company LLC	Right-of-Way Contractor	6/11/2026
9	LRW25-011	Taylor'd Excavation	Right-of-Way Contractor	6/18/2026
10	BLDC21-033	Odyssey Homes LLC	Bldg Contractor - Class C	6/30/2026

Memorandum

File #: 26-275 **City Council**

DATE: Friday, July 24, 2026
AGENDA: Consent
FROM: Linda Lundquist, City Clerk
DEPARTMENT: Mayor's Office

Title
City Council Meeting Minutes

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

Action(s) Requested:
Approve the City Council Meeting Minutes from June 22 & 25, 2026 and July 6 & 9, 2026.

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

- June 22, 2026, Work Session
- June 25, 2026, City Council Meeting
- July 6, 2026, Work Session
- July 9, 2026, City Council Meeting

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

City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Monday, June 22, 2026 | **3:00 PM** | **City Council Chambers**

Call to Order and Roll Call
There were present:
Mayor Lisa Burtenshaw (*Left at 5:10 pm, on Teams at 5:44 pm*)
Council President Jim Francis
Councilor Michelle Ziel-Dingman (*Arrived at 3:24 pm*)
Councilor Kirk Larsen
Councilor John Radford
Councilor Jim Freeman
Councilor Brandon Lee

Also present:
Chris Canfield, Public Works Director
PJ Holm, Parks and Recreation Director
Margaret Wimborne, Chief of Staff
Johan Olsen, Fire Chief
Bryce Johnson, Police Chief
Zack Jones, City Attorney
Ian Turner, Airport Director
Kevin Kavran, Golf Operations, Parks & Rec
Scott Grimmett, Fire Marshal
Cody Gordon, CDS
Brian Cunningham, PW Engineer
Linda Lundquist, City Clerk

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

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

- **Council President Francis** – Will provide updates about alcohol ordinances during meeting.

- **Councilor Radford** –
  - Parks and Recreation / Infrastructure Questions
    - Councilor Radford asked about recent construction activity near the river performance stage and adjacent restrooms, noting a new concrete section had been installed.
    - Staff clarified that a separate new pad with plumbing in the nearby parking lot is being prepared for electric vehicle charging stations.
    - Councilor Larsen noted a new EV charger near City Hall and Mayor Burtenshaw referenced additional chargers planned through a Department of Energy grant program.
  - Farmers Market Community Outreach
    - Radford discussed efforts to increase City Council visibility and accessibility at the Idaho Falls Farmers Market.
    - Staff is coordinating with the market's new manager to provide opportunities for Councilors to attend on an informal, rotating basis.
    - Plans include setting up a dedicated table near the market where Councilors can meet with residents, distribute City information, and answer questions.
    - Community engagement materials such as City text-notification information, river guides, and paddle guides will be available.
    - A special "City Council and Mayor Day at the Market" is planned for the end of July.
      - Improving Public Access to Council
        Radford explained that previous outreach efforts showed residents were more likely to approach a standard table setup than a formal-looking Council display. He emphasized

the importance of creating more opportunities for residents to interact with Council members outside formal meetings. Radford noted that one of the major criticisms heard during the last election was that residents wanted greater access to elected officials and more opportunities to be heard.

- Town Hall and Public Education Concept
  Radford proposed creating periodic public forums or modified town halls focused on specific topics rather than open-ended discussions. Potential topics could include public safety, parks and recreation, the river corridor, land use issues, or other major community discussions.

  Council President Francis suggested:
  - Having two Council members attend to avoid the formality of a formal City Council Meeting.
  - Focusing each meeting on one or two specific topics.
  - Providing educational information first so residents better understand City processes and Council responsibilities.
  - Allowing structured discussion and public interaction afterward.
  - Having residents submit comments on unrelated issues through written cards.
  - Potentially involving relevant City staff members.

- Radford suggested these forums could help residents better understand how City decisions are made and clarify the Council's role on community issues.
- Future Outreach Ideas
  - There is an interest in partnering with local schools and community facilities as potential venues for future public engagement events.
  - Staff indicated that additional details on both the Farmers Market outreach program and potential town hall-style events will be developed and shared with the Council.
- Animal Shelter Adoption Process Concerns
  - Councilor Radford shared concerns about the customer experience at the Idaho Falls Animal Shelter after a recent visit.
  - He said he had heard similar complaints from two other individuals and then experienced the issue himself when he attempted to visit the shelter to view adoptable animals.
  - Radford explained that he was told he needed an appointment and would be required to complete extensive paperwork before being allowed to view animals, which he felt was not customer-friendly.
  - He noted that both he and the person accompanying him were discouraged by the process, and he believed it could deter otherwise qualified prospective adopters.
  - Radford requested that staff provide the Council with additional information in the future about the shelter's procedures and the reasons behind the current requirements.

  Staff Response
  - Staff explained that the experience Radford encountered was primarily related to dog adoptions, where appointments and screening procedures are required.
  - Staff indicated there are reasons for the process and suggested additional discussion could be provided to the Council at a later date.

- **Councilor Larsen** –

- Councilor Larsen reported that summer is an especially busy season for Public Works, as construction projects are actively underway throughout the City.
- He highlighted progress on the Police Department firing range project, noting that foundations are being installed for the shipping container ("Connex") structures that will be part of the facility.
- Larsen also noted that Fire Department projects continue to move forward, including ongoing coordination with the fire district and other related initiatives already familiar to the Council.

- **Councilor Freeman** –
  - Disc Golf Expansion at Ryder Park
    - Councilor Freeman met with a local disc golf group interested in establishing a disc golf course in portions of Ryder Park.
    - The group proposed building and maintaining the course at no cost to the City, requesting only permission to use the land.
    - Freeman noted that the organization has already been actively involved in the park, including helping install sod and participating in cleanup efforts.
    - The group is also adopting Ryder Park as part of its community volunteer efforts.
    - After touring the proposed layout, Freeman said he was impressed with the concept and did not identify any significant conflicts with existing park uses.
    - Discussion also highlighted the popularity of disc golf in Idaho Falls, with Freeman Park recognized as one of the nation's most popular disc golf courses.
  - Park Incident
    - Freeman informed the Council that a suicide had recently occurred at Civitan Park.
    - He noted that the incident took place several days earlier and that the situation had since been addressed by the appropriate authorities.

- **Councilor Lee** –
  - The City's crematorium operation was reported to be running smoothly.
  - Lee noted that the shipping container ("Connex") units for the new police firing range are expected to be delivered soon, marking another step toward completion of the project.
  - Officer Tim Downs is retiring from the Idaho Falls Police Department, with his final day of service scheduled for Wednesday.
  - Full Staffing Milestone
    - Lee highlighted a significant staffing achievement for the Police Department
    - Chief Johnson clarified that this milestone applies specifically to sworn officer positions, reflecting progress in recruiting and staffing efforts.

- **Councilor Dingman** – not yet present at the time of announcements

- **Mayor Burtenshaw** –
  - Boone Property Annexation Update
    - The Mayor provided a heads-up that the Boone property annexation item, located on Saint Leon, has been tabled again after previously coming before the Council.
    - She clarified this is a legislative (not quasi-judicial) item and explained the background:
      - The property owners originally approached the City about obtaining water service and potential annexation.
      - The City informed them the property was already eligible for annexation.

- While annexation was not required, it would facilitate infrastructure coordination, including water line extension and planned road improvements.
- The County would have required alternative infrastructure (such as a fire well) if they did not annex.
- The City has been coordinating with the property owners, engineers, Public Works, and Fire to support development needs, including utility and roadway planning.
- The Mayor emphasized that City staff have worked extensively and cooperatively with the property owners throughout the process.
- She noted she is unsure why the item was tabled again but confirmed the City remains prepared to proceed if it returns.

- Employee Event Reminder
  - The Mayor reminded Council of the upcoming City employee picnic scheduled for Wednesday at Tautphaus Park.

Public Works: Discussion – Traffic Mobility, Multi-modal, Bike Lanes, Speed Limits and Safe Streets for All (Director Canfield):

- Overall framework:
  - Explained how Public Works plans transportation projects using:
    - The regional long-range transportation plan (2050 MPO plan)
    - The City's Connecting Our Community plan
  - Projects are categorized by safety, mobility, economic vitality, quality of life, fiscal responsibility, and public involvement.
- Project status overview:
  - Shared a list of projects that are:
    - Recently completed, under construction and/or planned
  - Noted many projects also align with safety or multimodal (bike/pedestrian) goals.
  - Emphasized coordination with development projects and regional planning.
- Multimodal transportation / bike infrastructure:
  - City is working to improve connectivity of bike lanes, shared-use paths, and pedestrian routes.
  - Gaps in bike networks are often due to:
    - Right-of-way constraints
    - Funding limitations
  - Recent shift in regional planning:
    - Earlier plans included on-street bike lanes on arterials
    - New approach favors separate shared-use paths off-road in many corridors
    - Some exceptions remain (e.g., 49 South and 65th North corridors)
- Speed limits discussion:
  - Explained the 85th percentile method (standard engineering practice):
    - Speed limits are often set based on the speed at or below which 85% of drivers travel.
  - Noted additional context factors:
    - Schools, parks, pedestrian activity, road design, etc.
  - Council pushed back, arguing:
    - The method may "follow behavior upward" rather than prioritize safety
    - Context and street design should play a stronger role than raw speed data alone
  - Canfield responded:
    - 85th percentile is still the industry standard

        - But acknowledges context and design should be part of decisions
        - Upcoming Safe Streets for All study will help reassess speed-setting practices
- Examples of speed studies:
    - Utah Avenue: recommendation to increase from 25 to 35 mph due to observed speeds and road conditions
    - Other corridors: mixed results (some changes recommended, others not)
    - Noted that road design (width, lanes, parking, turn lanes) strongly affects driver behavior
- Traffic mobility and signal timing:
    - Ongoing efforts with consultants to improve corridor signal coordination
    - Example: improvements on Fifth Street / Holmes corridor through signal timing adjustments
    - Work continues on balancing major corridors like 17th Street and Sunnyside
- Safe Streets for All grant:
    - City received a $500,000 federal grant (80/20 match; $100,000 City share)
    - Will fund a comprehensive safety action plan aimed at:
        - Reducing fatalities and serious injuries ("Vision Zero" style goal)
        - Identifying high-crash locations
        - Recommending engineering and programmatic safety improvements
        - Includes reevaluation of speed limits and roadway safety strategies
- Project coordination / construction planning:
    - Emphasized efforts to:
        - Coordinate timing of projects to reduce disruption
        - Stagger construction (including seasonal and low-traffic timing like Sundays)
        - Limit simultaneous disruptive work (e.g., chip seal scheduling)
- Council discussion themes:
    - Debate over reliance on 85th percentile vs. street context/design
    - Concerns about how speed limits reflect neighborhood character
    - Recognition that some roads feel too fast despite "technical compliance"
    - General support for using the upcoming safety study to refine policy

Airport: Review – 2026-2027 Airport Budget (Director Turner):

- Director Turner presented the FY 2026–2027 Airport budget, noting that he is temporarily leading the financial side of the department as Bruce is heading back to Finance (MS) in a week.
- Key revenue funds (PFC & CFC):
    - Passenger Facility Charges (PFC):
        - ~19% growth overall (corrected from a misprinted higher percentage)
        - Driven by increased passenger activity and new/expanded airline service (e.g., Portland service and additional Chicago flight)
        - Funds primarily support capital projects like the terminal expansion
        - About $5M balance remains in the PFC fund
    - Customer Facility Charges (CFC):
        - Approximately 102% increase in revenue
        - Driven by updated rental car agreements and new rates
        - About $1.6M transferred to capital projects
- Major capital focus:
    - Terminal expansion and apron work dominate the budget
    - Roughly $12M in one phase of apron/terminal expansion work

    - Approximately $28M in additional terminal expansion costs
    - Overall capital plan heavily driven by construction timelines and FAA grants
- Operating budget highlights:
    - Administration: No major changes; removal of a prior contingency line (~$30M) and some staffing adjustments (retirements/replacements at lower pay grades)
    - Custodial: ~22% increase due to supply cost inflation (cleaning materials and general operating supplies)
    - Airfield operations:
        - Increased training costs for new staff
        - Shift toward renting equipment instead of purchasing infrequently used capital assets
        - Includes removal of an old structure ("potato cellar") near airport property
    - Security division: Minor changes driven by staffing replacement costs
- Fire protection / ARFF (Airport Rescue & Firefighting):
    - ~$165K increase tied to staffing (six firefighters under MOU wage/step structure)
    - ~$750K allocated for a replacement ARFF/reserve firefighting truck due to prior equipment loss/damage
    - Additional funds for firefighting foam supplies
- Landside operations (parking & access):
    - Parking system not fully self-sufficient as expected; still requires staff intervention
    - Plan to hire additional part-time staff to support customer service at exit booths
    - Proposed:
        - New entry/exit lane for economy parking lot
        - Continued use or replacement of shuttle van (depending on ARFF truck purchase)
- Terminal building operations:
    - ~30% increase in operating costs driven by:
        - Higher-than-expected maintenance contracts (HVAC, elevators, escalators)
        - New equipment being installed as part of terminal expansion utilities/infrastructure
- Overall budget picture:
    - Shift from roughly -$2.2M to +$5M net change
    - Driven largely by construction funding, grants, and increased passenger-related revenue
- Capital improvement plan (FAA-dependent):
    - Only the first-year column (FY26–27) is considered relatively firm
    - Later years remain uncertain due to:
        - FAA funding variability
        - Federal budget appropriations
    - Major known projects include:
        - Terminal expansion (largest confirmed item)
        - Additional infrastructure improvements tied to grants and planning
- Runway and long-term outlook:
    - Planned runway rehabilitation in ~5 years
    - Likely funded across multiple federal fiscal years
    - Will be a major, disruptive project potentially requiring runway closures
    - Also involves aging airport stormwater infrastructure upgrades
- Discussion themes/questions:
    - Clarification of staffing changes and contingency shifts
    - Questions about capital certainty and FAA funding reliability
    - Brief explanation of airfield infrastructure (blast pads, runway safety systems)

- Recognition that airport projects are highly dependent on federal coordination and funding timing
- Closing: Council received the budget positively, with the discussion emphasizing that most uncertainty lies in FAA-dependent capital timing, while near-term terminal expansion funding is largely secured.

Parks & Recreation, Legal: Discussion - Declaration of Intent to Value & Exchange Real Property at Sage Lakes Golf Course (Director Holm, Mr. Kavran, Mr. Cunningham, Attorney Jones):

The Parks and Recreation Department presented a proposed land exchange at Sage Lakes Golf Course to enable construction of a long-planned restroom on the front nine. Director Holm explained that the restroom was already budgeted in the golf fund, but the ideal location lacked accessible utilities. The only feasible site for a permanent restroom lies near an area where the City owns a small, isolated parcel of land separated by an irrigation canal and poorly suited for golf course use.

To solve the utility and siting issue, staff proposed exchanging that City parcel for a larger, better-positioned piece of land owned by a developer adjacent to the course, which would also make it easier to extend water, sewer, and power lines to the restroom site.

Key points of the proposal:

- The restroom would be a small, two-unit, single-user unisex facility (not a larger multi-stall structure), intended primarily for golfers during a long stretch of play where no facilities currently exist.
- The location fills a known gap on the course where players can be 3+ hours into a round without nearby restrooms; porta-potties have been used temporarily for years.
- The exchange is necessary to efficiently bring utilities across the canal area and connect to existing infrastructure near adjacent development.

Property and valuation details

- City parcel: ~0.229 acres, appraised at about $25,000
- Developer parcel: ~0.05 acres, appraised at about $5,500
- Net difference: approximately $19,500 owed to the City
- Appraisal cost: $3,500 total (split 50/50 with the developer)
- Utility coordination may allow the developer to help offset or assist with utility extension costs

The item will return for a formal public hearing after publication, and if approved, the exchange will allow the City to proceed with designing and constructing the restroom facility at Sage Lakes.

> **Motion**: Move that Council declare its intent to exchange real property consisting of 0.229 acres of City-owned property located at the north end of Inglewood Drive in exchange for 0.050 acres of developer-owned property northeast of the north end of Eaglewood Drive and adjacent to Sage Lakes Golf Course. The exchange shall be based on a valuation of $2.50 per square foot, subject to final survey results, with an equalizing cash payment to be made by the developer to the City based on the difference in value. The developer shall also pay one-half of the $3,500 appraisal cost."
>
> - Moved by: Councilor Freeman
> - Second: Councilor Lee
> - Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee, Radford. Nay: none.
> - Motion carries

Legal, Police, City Clerk, CDS, Fire: Review - Additional Updates to Draft Alcohol Ordinance (COS Wimborne, Fire Marshal Grimmett, Chief Olson, Building Official Gordon, Chief Johnson):
The discussion focused on updates to the City's alcohol ordinances, with the goal of consolidating separate beer, wine, and liquor regulations into a single streamlined code while addressing safety concerns, enforcement consistency, and modern event practices.

City staff explained that the effort has been highly collaborative, involving the Police Department, Fire Department, Building Department, and City Attorney (and office of the City Clerk), along with extensive outreach to downtown businesses and nonprofits. The intent was not only to simplify the ordinance structure, but also to close loopholes, improve enforcement and appeals processes, and better align alcohol service rules with building and fire safety standards.

A major focus was the proposed restructuring of alcohol catering permits, which allow alcohol service at temporary events. The original draft would have reduced allowable permits over time (from 52 to 26 to 12 per year per location). However, feedback from businesses and nonprofits revealed that many venues host far more frequent events than the original assumptions, sometimes multiple per week, using multiple caterers and short-term permits.

As a result, Council considered revisions such as:

- Keeping no change in years 1–2, then phasing down in later years (e.g., 52 → 26 → 12)
- Or using a more gradual or adjusted phase-down schedule (including a possible 104-license option discussed)
- Recognizing that the intent is to prevent under-equipped buildings from operating as de facto nightclubs without proper safety upgrades

Fire and building officials emphasized that occupancy limits, exits, and sprinkler requirements already control how many people can safely occupy a building when alcohol is served. Alcohol service often reduces allowable occupancy unless a building is upgraded to meet higher standards. The ordinance is intended to ensure that buildings used frequently for alcohol events eventually meet appropriate safety classifications (such as A2 or sprinklered assembly use), rather than repeatedly relying on temporary permits.

Another major issue was nonprofit treatment. Nonprofits argue they should be exempt from permit caps because they already operate under state oversight, fundraising constraints, and internal governance rules. Staff clarified that:

- "Alcohol catering permits" would still be capped unless exempted
- "Not-for-Profit Alcohol Catering Permits" are a separate category and could remain unlimited if properly registered
- The key policy question is whether to exempt only state-recognized charitable organizations (such as 501(c)(3) entities or equivalent state-registered charities) from catering permit limits

Council ultimately leans toward allowing greater flexibility for qualifying nonprofits, potentially exempting them from the caps on catering permits, while still maintaining building safety requirements.

A second major theme was legal liability and enforcement risk, especially concerns that the ordinance could unintentionally:

- Criminalize landlords or business owners if alcohol is present without their knowledge
- Over-regulate private gatherings such as weddings, employee parties, or informal events

- Create selective enforcement problems if owners are held responsible for actions they did not knowingly permit

Staff and legal counsel responded that the ordinance uses a "knowingly" standard, meaning liability would only apply if an owner was aware of and allowed violations. They noted this is a relatively high legal threshold and consistent with other regulatory frameworks.

Even so, Council expressed concern about clarity and unintended consequences, particularly regarding:

- Whether private or employee-only gatherings should require permits
- How to distinguish casual internal events from regulated commercial event operations
- Whether outdoor events should count toward permit limits
- Ensuring landlords and venue operators are not unintentionally exposed to criminal liability

There was also discussion about server training requirements, which were refined in response to feedback:

- Clarifying who must complete training
- Extending time to produce training records
- Creating a tiered enforcement system (infractions, then escalating penalties rather than immediate misdemeanor charges)
- Allowing the police department (or designee) to approve training programs based on defined subject requirements

Additional adjustments include removing outdated rules such as a six-day waiting period between charitable event permits, and simplified internal definitions to reduce confusion.
Toward the end, Council worked toward a general consensus that the ordinance should:

- Focus primarily on commercial alcohol service and safety compliance
- Rely on existing fire and building codes for occupancy and safety standards
- Avoid regulating casual or internal private gatherings
- Provide clear, consistent rules to prevent selective enforcement
- Allow flexibility for nonprofits while maintaining safety oversight

Overall, the discussion reflects an effort to balance three competing priorities: public safety in event spaces, practical flexibility for businesses and nonprofits, and legal clarity to avoid unintended criminal liability or overregulation of private events.

Mayor - Announcements, Events, Calendaring, Proclamations, Notes and/or Minutes from Boards and Commissions:

- Mayor closed the discussion with a few logistical notes and acknowledgements. She appreciated the weekly Friday calendar update and noted that it reflects ongoing coordination within the Mayor's Office.
- She noted upcoming travel beginning Wednesday and flagged that she—and at least two other Councilors—may attend via Teams for City Council Meeting on Thursday night.

There being no further business, the meeting adjourned at 5:52 PM

/s/ Linda Lundquist
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor

Projects recently completed:

1. 65th North Bridge over the Idaho Canal - (Safety, Mobility, Fiscal Responsibility)
2. 2025 Overlays - Current Seal Coat Projects (Fiscal Responsibility)
3. 5th & Holmes Signal (Safety, Mobility, Fiscal Responsibility)

Projects Under Construction or Scheduled :

1. E St (Memorial to Yellowstone). (Safety, Mobility)
2. Seal Coats - Lincoln, Riverside Drive (Memorial to Science Center), Lindsay (North of Broadway), Skyline (Pancheri to Bellin), Pancheri (Yellowstone to Utah), Utah (Broadway to Snake River Parkway), Holmes Sunnyside to Yellowstone), St Clair (Sunnyside to John Adams), Woodruff (Sunnyside to 1st St), Channing (Sunnyside to 17th St, 1st st & Lomax (Yellowstone to the split) (Idaho Canal to 25th East), Pancheri (Bellin to Broadway) (Safety, Fiscal Responsibility)
3. Boulevard & Birch Round about Construction (Safety, Mobility)
4. Yellowstone Lighting Upgrades (Yellowstone & Broadway) (Safety, Fiscal Responsibility)
5. Yellowstone Sidewalk (Fall) Pancheri to Sunnyside) (Safety, Mobility)

Planned (beyond this year): (Safety, Mobility, Fiscal Responsibility, Multi-Modal)

1. Elm St (Yellowstone to Blvd)
2. Woodruff (Yellowstone to 33rd North)
3. Pioneer Road Bridges
4. 5th West Turn Lanes (near Fairway Estates)
5. Woodruff Ave (Kearney to Yellowstone) 2028
6. 15th East & 49th S Signal – 2027
7. Sunnyside & 17th St Microseal

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, June 25, 2026 | **6:30 PM** | **City Council Chambers**

1. Mayor Burtenshaw Called the meeting to Order at 6:30 PM

Call to Order and Roll Call
There were present:
Mayor Lisa Burtenshaw (*via Teams*)
Councilor Michelle Ziel-Dingman
Councilor Kirk Larsen
Councilor John Radford
Council President/Mayor Pro Tem Jim Francis
Councilor Jim Freeman (*via Teams*)
Councilor Brandon Lee

Also present:
Chris Fredericksen, IF Power GM
Mark Hagedorn, Finance Manager/Treasurer
Chis Canfield, Public Works Director
Blake Jolley, Connect Engineering
Linda Lundquist, City Clerk
Wade Sanner, CDS Director
Bryce Johnson, Police Chief
Zack Jones, City Attorney
Collin Hunter, Developer - Tetonia

2. Pledge of Allegiance

Director Fredericksen led those present in the Pledge of Allegiance.

3. Public Comment

Terri Ireland – Idaho Falls resident, small business owner, and representative of the Downtown Merchants Association

- Thanked the Street Department for recent downtown improvements, including new parking striping, tree trimming on Shoup Avenue, and the new crosswalk at Park and E Street.
- Noted that trees at Capital Avenue intersections are still blocking stop signs and requested additional trimming.
- Raised concerns about graffiti downtown and requested stronger code enforcement efforts to encourage property owners to remove it.
- Reported traffic and parking problems around Eastern Boulevard and Elm Street during school pickup times, including blocked crosswalks, driveways, business entrances, and parking spaces. Requested City action, potentially involving law enforcement or coordination with schools.
- Commented on the proposed alcohol ordinance, specifically catering permits. Suggested adding language that clearly explains businesses would need an A-2 assembly designation to continue using catering permits and references the applicable City code requirements.

Ronald O'Connor – Public Works Wastewater Division employee and President of the Idaho Falls Municipal Employees Association (MEA)

- Reviewed the MEA's history with the City, noting Council actions in 1974 that recognized the association as the exclusive bargaining representative for City employees.
- Stated that under the previous administration, the MEA lost its voice and ability to participate in discussions affecting employees.
- Praised City employees for maintaining parks, utilities, roads, and public safety services.
- Expressed concern that many employees are struggling financially due to inflation and inadequate cost-of-living increases.
- Requested renewed recognition of the MEA as a partner in discussions affecting employees and asked for regular dialogue with the Mayor and Council.

Kayden Walton – Idaho Falls resident

- Opposed the City's use of Flock Safety cameras.
- Argued the cameras are unnecessary and expressed concerns about who may have access to the collected data.

Shane Dial – Downtown Merchants Association President and local business owner

- Criticized portions of the proposed alcohol ordinance as unconstitutional.
- Argued that provisions allowing City officials to immediately shut down events without appeal violate due process protections.
- Claimed language prohibiting events within 300 feet of places where children are "likely to be present" is unconstitutionally vague and could be enforced arbitrarily.
- Expressed concerns that the ordinance could allow individuals to block events by reserving nearby park spaces and objecting to alcohol permits.
- Suggested differing alcohol service rules at various City venues may create equal protection concerns.
- Warned the ordinance could expose the City to costly litigation and urged revisions before adoption.

Finn Garrin – Idaho Falls resident

- Continued opposition to the City's Flock Safety camera program.
- Claimed Flock had recently exposed police search data through search engine indexing and cited additional cybersecurity concerns.
- Alleged Flock employees have had inappropriate access to camera feeds elsewhere in the country.
- Noted that cameras near schools and daycare facilities collect information on individuals traveling to those locations.
- Argued the system lacks sufficient transparency and should not continue to be used by the City.

Brian McKeller – Ammon resident, former Idaho Falls resident

- Opposed the City's contract with Flock Safety.
- Described the cameras as AI-powered surveillance systems that collect and store data on vehicles and occupants.
- Raised concerns about data sharing, security breaches, and access by federal agencies.
- Claimed the system enables mass surveillance of residents' daily activities.
- Requested the City:

  - Audit all Flock-related searches involving Idaho Falls residents.
  - Disclose data-sharing agreements and security practices.
  - Terminate the Flock contract and remove the cameras within 30 days.
- Stated that citizens may pursue a tort claim against the City if concerns are not addressed.

Mosy Moran – Operator of The Heart in Idaho Falls

- Opposed proposed restrictions on alcohol catering permits.
- Argued limiting catering permits to 12 per year per location would significantly harm independent event venues such as The Heart and similar community spaces.
- Said the proposal would effectively force venues to obtain scarce and expensive liquor licenses or upgrade facilities beyond what is financially feasible.
- Contended the ordinance favors larger, established venues while disadvantaging smaller community event spaces.
- Expressed concern about provisions allowing the City to subpoena surveillance footage and records.
- Argued that spreading events across multiple venues is safer than concentrating them in fewer locations.
- Requested that the Council reject the proposed catering permit limits.

Matt Jacobson – Downtown business owner

- Thanked the Council and staff for incorporating feedback and making revisions to the alcohol ordinance.
- Supported the move to a tiered penalty system but raised concerns about mandatory seven-day suspensions for first-time violations.
- Noted that minor administrative errors could result in suspension of all alcohol licenses at a location.
- Requested:
  - Warnings, cure periods, or fines for minor first-time violations.
  - Limiting automatic suspension of all alcohol licenses to related violations.
- Also expressed concern about subpoena powers related to security video and financial records.
- Requested notice requirements and protections for confidential business information.
- Supported the training provisions and flexibility that had been added to the ordinance.

Janice McGeachin (Museum Inn / The Celt operating partner)

- Thanked the Council for making substantial improvements to the alcohol ordinance.
- Questioned the requirement that bartenders carry identification on their person while working, suggesting it should be sufficient for the ID to be available on-site.
- Expressed concern about subpoena provisions covering payroll records, financial records, and surveillance footage.
- Worried that businesses could be penalized if surveillance systems malfunctioned.
- Praised the City's efforts to improve downtown safety, particularly the addition of community policing officers downtown.
- Encouraged continued collaboration to keep downtown safe and welcoming.

4. **Consent Agenda**

A. **Municipal Services**
   1. **26-214** Purchase One VipIR Handheld Chemical Analyzer for Fire Department for $99,421

B. **Idaho Falls Power**
   1. **26-222** (IFP 26-14) South Tourist Park Bathroom Replacement - Rivers West Construction for $136,180.
   2. **26-228 (**IFP 26-18) IFP 2026 Conductor Purchase - American Wire Group, Irby Utility, Western Electrical Alliance, Tups, LLC, and Border States for a total of $1,603,713.64.

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

D. **Office of the City Clerk**
   1. **26-208** and **26-223** City Council Meeting Minutes (05.18.2026, 5.21.2026, 6.1.2026, 6.4.2026)
   2. **26-209** May 2026 Licensing through the Office of the City Clerk
      a. 88 New Business Licenses
      b. 35 Renewed Business Licenses
      c. 25 Contractor Licenses

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, Lee, Radford. Nay: none.
- Motion carries.

5. **Regular Agenda**

A. Municipal Services

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

Presentation/Discussion (Treasurer Hagedorn): Municipal Services requested Council approval to declare Automation Works, LLC a sole-source vendor for work on the City's automation system. Staff explained that Automation Works is the only vendor capable of performing the required work because it previously developed and worked on the system and holds the necessary licenses. As required for a sole-source procurement, the City published a public notice for 14 days.

Along with the sole-source designation, staff requested authorization to issue a purchase order in the amount of $114,967.50 to Automation Works, LLC.

Motion: 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.

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

B. Police

1. 26-210 Amendments to Police Personnel Manual

Presentation/Discussion (Chief Johnson): Police Chief Bryce Johnson presented the proposed amendments to the Police Personnel Manual, noting that the changes had previously been reviewed during a City Council work session in early May. Following that discussion, the revisions were published to all Police Department employees as required by policy.

Chief Johnson explained that employees had already provided extensive input before the manual was finalized and presented to the Council, and their feedback had been incorporated into the proposed revisions. During the required 30-day review period, no additional employee comments were received.

With the review period complete, Chief Johnson requested Council approval of the updated Police Personnel Manual. Council members indicated they had already discussed the revisions during the earlier work session and did not have additional questions before taking action.

Motion: Approve the amendments to the Police Personnel Manual

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

C. Idaho Falls Power

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

Presentation/Discussion (Director Fredericksen): Staff presented the results of the bid process for the South Tourist Park lighting project, which would install new park lighting. Four bids were received, but two were determined to be non-responsive. Of the remaining bids, one contained a mathematical error that, once corrected, totaled 163% of the engineer's estimate, while the other was 214% of the estimate.

After reviewing the bids with the City's legal department, staff recommended rejecting all bids and seeking authorization to negotiate directly on the open market to obtain the work at a reasonable cost while meeting the City's standards.

During Council discussion, it was noted that rejecting bids and negotiating on the open market is a standard practice when bids are non-responsive or significantly exceed project estimates.

Motion: 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

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

D. Public Works

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

Presentation/Discussion (Director Canfield): Public Works requested Council approval of a three-month extension to the City's existing five-year agreement with the Bonneville Sewer District, which was scheduled to expire at the end of June.

Staff explained that the extension would provide additional time to finalize a new long-term agreement. Most of the anticipated revisions involve updating service rates to align with the City's forthcoming wastewater facility plan. The Bonneville Sewer District also requested additional time for its engineering staff to evaluate agreement provisions related to its ongoing projects.

During Council discussion, staff noted that the City has maintained this cooperative agreement with the Bonneville Sewer District for many years and has periodically extended it while negotiating updated terms. In response to a question, staff confirmed that extending the agreement poses no risk to the capacity of the City's wastewater treatment plant.

Motion: Approval of the Service Agreement Extension Authorization and authorization for the Mayor and City Clerk to sign the necessary documents

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

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

Presentation/Discussion (Director Canfield): Public Works presented an annual water right lease agreement with the City of Pocatello, which supports the City’s water rights

mitigation requirements and helps maintain compliance for the municipal water system. The agreement covers 2,069.9 acre-feet of water at a cost of $121,296.14.

Staff explained that the City regularly evaluates and adjusts the lease based on annual water needs and a rolling multi-year assessment of usage and mitigation requirements. The City aims to maintain a conservative approach to ensure it remains in a positive mitigation position.

Council discussion highlighted that the City's mitigation needs have decreased in part because some park and golf course irrigation has been converted to surface water use, reducing reliance on groundwater. As a result, less groundwater mitigation is required. Staff confirmed this reduction is consistent with long-term water management agreements and planning.

It was also noted that the City continues to pay for and offset water use through mitigation practices tied to its acquired water rights, including historical sources such as Palisades water rights, ensuring groundwater impacts are properly balanced.

Motion: 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.

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

E. City Attorney

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

Presentation/Discussion (Attorney Jones): The City Attorney presented a resolution supporting the annual practice of waiving certain City fees to assist with the 4th of July celebration. The waiver covers services provided by Parks and Recreation, Idaho Falls Power, and Public Works.

The total estimated value of the waived services is $40,595.17. These waivers are a longstanding practice intended to support community holiday events. Council had no questions and proceeded toward approval.

Motion: 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.

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

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

Presentation/Discussion (Attorney Jones): The City Attorney presented an annual agreement with Melaleuca, the sponsor of the City's fireworks display. As part of the arrangement, the City agrees to temporarily shut off certain public lighting during the fireworks show to enhance visibility of the display.

In return, Melaleuca provides an indemnification agreement, accepting liability for incidents that could occur due to reduced lighting, such as accidents or slip-and-fall claims. The agreement has been used in previous years, and Melaleuca has agreed to continue the arrangement for the current year.

Motion: Approve the 2026 Indemnification Agreement and direct the Mayor and City Staff to execute the necessary documents

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

3. **26-213** 2026 Records Destruction Resolution.

Presentation/Discussion (Attorney Jones): The City Attorney presented a resolution requesting Council approval to authorize the destruction of certain temporary and semi-permanent City records, as required by code. This update includes additional records, including construction-related documents, because the process was not completed the previous year.

Staff coordinated with multiple City departments to review and incorporate feedback into the updated records retention list, which is notably extensive due to the two-year accumulation. The resolution was brought forward for Council approval, with no major concerns raised aside from general questions about document destruction.

Motion: Approve the 2026 Records Destruction Resolution to destroy certain temporary and semi-permanent records pursuant to Idaho Code § 50-907.

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

F. Community Development Services

1. **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, Mr. Jolley): This public hearing concerned the annexation and initial zoning of approximately 10.7 acres of land commonly referred to as the "Boone property," located just north of Yellowstone Highway near 15th East and the Anderson Business Park area.

The applicant, represented by Blake Engineering, requested that the property be annexed into the City and assigned an Industrial Manufacturing (IM) zoning designation. They noted the request was straightforward and consistent with surrounding industrial uses.

City staff explained that the property is within the City's area of impact, is contiguous to City limits via 15th East right-of-way, and is adjacent to existing industrially zoned land. The property is also already showing some construction activity in the county. The Planning Commission had previously reviewed the proposal on March 3, 2026, and issued a unanimous positive recommendation. The item had been brought to City Council earlier, tabled twice, and returned for final consideration. No public comments were received during the Planning Commission process or the hearing.

After closing the public hearing, Council members briefly discussed the item and expressed general agreement that the annexation and zoning "made sense" and aligned with both City growth patterns and industrial development goals. The overall tone was supportive, with no opposition raised during the meeting.

Motion 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.

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

ORDINANCE 3658: 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.

Motion 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

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

Motion 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.

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

ORDINANCE 3659: 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.

Motion 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.

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

2. **25-215** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Petersen Place Division No. 1.

Presentation/Discussion (Director Sanner): This item was a final plat approval for the Peterson Place Subdivision (Division One), a 5.7-acre single-lot subdivision located west of Broadway near the City boundary and close to the airport.

The Community Development Services director explained that the plat formalizes public utility easements and right-of-way dedications, particularly along Broadway. It also reflects changes related to Ernest Drive, which is being relocated west and will eventually extend north to connect with a future roadway segment. The property is zoned R-2 and lies within the Limited Development Airport Overlay Zone, consistent with its proximity to the airport.

The subdivision was originally reviewed by the Planning Commission in February 2025. An extension requested by the applicant in February 2026 was granted, allowing the item to return for final approval at this time. There was no public comment, and the Planning Commission issued a unanimous positive recommendation. The presentation was largely informational, and Council discussion was minimal, with no concerns raised.

Motion 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.

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

Motion 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.

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

Motion 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.

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

3. 25-216 Final Plat and Reasoned Statement of Relevant Criteria and Standards, MK Simpson Division No. 4.

Presentation/Discussion (Director Sanner): This item was a final plat for the MK Simpson Division No. 4 subdivision, a two-lot development located on 33rd North in the INL area and zoned Research and Development (R&D).

The main focus of the discussion was clarifying lot numbering confusion. The director explained that Idaho surveying conventions assign lot numbers based on subdivision division sequencing rather than simple "Lot 1, Lot 2" labeling. As a result, what was initially labeled as Lots 6 and 7 during Planning Commission review were corrected in the final plat to Lots 4 and 5, and staff confirmed the official documents reflect the corrected numbering to avoid legal or recording issues.

The subdivision divides a long rectangular parcel into two lots and includes right-of-way dedication along 33rd North for future development tied to the INL campus. A key feature is the creation of a flag lot access corridor on the west side, designed to provide legal and physical access to the rear property. This access includes a 27-foot-wide corridor, exceeding the minimum 26-foot fire access requirement, and also contains utility easements to ensure service access.

The Planning Commission reviewed the item on March 3, 2026, and unanimously recommended approval, with no public comments. Council questions focused mainly on ensuring the lot numbering and access details were correct for future recording and development, and staff confirmed the corrections and intent.

Motion 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.

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

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for MK Simpson Division No. 4 and give authorization for the Mayor to execute the necessary documents.

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

4. 26-217 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.

Presentation/Discussion (Director Sanner, Mr. Hughes): This public hearing concerned a legislative annexation and initial zoning request for a 1.35–1.4 acre parcel (Lot 4, Block 1,

Kingston Bachman Industrial Park Division 1) located near Highway 20 and North Boulevard/Stanley Street.

The property manager/applicant, Jason Hughes, explained that the main reason for the annexation was an ongoing sewer failure issue. The existing system is regularly overflowing and requires pumping about once a week or every two weeks. The odor has become severe enough that it is affecting customers when they arrive, prompting the request to connect to City services through annexation.

City staff explained the parcel is currently zoned industrial (IM-1) in the county, lies within the City's area of impact, and is contiguous on multiple sides to the City, making it eligible for annexation. The requested zoning is Industrial (IM), consistent with the City's comprehensive plan ("Imagine IF") and the area's industrial designation. The site is also within a controlled development zone, which will apply additional zoning standards.

The Planning Commission reviewed the request on June 2, 2026, and unanimously recommended approval. There were some public comments at that level, but no concerns were raised during the City Council hearing. Council discussion was brief and supportive, noting the annexation would help resolve the urgent infrastructure problem and allow the business to function properly.

Motion 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.

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

ORDINANCE 3660: 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.

Motion 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

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

- Motion carries.

Motion 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

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

ORDINANCE 3661: 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.

Motion 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.

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

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

Presentation/Discussion (Director Sanner, Mr. Hunter, Attorney Jones): The Council opened a quasi-judicial hearing for the Willows Place Townhomes Planned Unit Development (PUD).

Procedural / Legal Framework

- The chair explained that this is a revised PUD resulting from a formal mediation process; and

- Explained that because two Council members participated in mediation, they acknowledged potential ex parte communication concerns under Idaho due process rules (LUPA).
- The City attorney clarified:
    - Ex parte communications must be fully disclosed on the record.
    - Disclosure allows the public and other parties to respond, preserving fairness.
    - After hearing testimony, the participating Council members will recuse themselves from deliberation and voting.
- The mediation process itself was described as lawful under Idaho code and conducted through a mediator, with no direct developer–council negotiations.

Mediation Background (as summarized on record)

- The mediation followed a prior Council denial of the original PUD in January 2026.
- Key issues previously raised included:
    - Density
    - Privacy and buffering
    - Street layout and driveway length
    - Public amenities and playground access
- The developer originally proposed reducing density from 14 units to 12 units, shifting from triplexes to twin homes (duplex-style units).
- The mediation resulted in additional refinements such as:
    - Relocating the playground for better accessibility
    - Adjusting lot layout and road alignment
    - Modifying buffers and driveway lengths
    - Addressing park/amenity standards and HOA maintenance responsibilities
- Staff confirmed the revised design met safety and PUD standards, including common area requirements.

Staff Presentation of Revised Proposal

- The Planning/Development staff explained the updated site plan:
    - Zoning: R-1 within a PUD framework
    - Units reduced to 12 duplex-style homes
    - Internal road (Zoe Lane) shifted east, improving setbacks and eliminating the need for a variance
    - Driveways extended to allow two parking spaces per unit
    - Guest parking reduced but partially retained
    - Playground relocated to the northwest portion of the site
    - The development still meets density and PUD requirements, including common open space targets
- Timeline noted:

- Planning Commission recommended approval (5–1 vote in Oct. 2025)
- City Council previously denied (Jan. 2026, 5–0)
- Mediation occurred May 2026, with agreement later approved by Council

Developer Presentation

Colin Hunter (developer, resident of Tetonia, Idaho; previously lived in Idaho Falls) stated:

- The project responds to a need for entry-level housing in Idaho Falls.
- Emphasized providing affordable housing options while maintaining quality.
- Supported the shift to twin homes instead of triplexes, which:
  - Improves private yard space for residents
  - Helps maintain affordability
- Expressed appreciation for the City's mediation process and collaboration.
- No questions were raised by Council at that time.

Public Comment

Dave Rocknak (IF resident):

- Expressed concern about lack of a privacy fence along their property.
- Requested:
  - Installation of a privacy fence to separate properties
  - Safety fencing or barriers around the playground
  - Additional safety measures near the adjacent canal due to steep slopes and drowning risk concerns
- Emphasized concerns about liability and neighbor impacts, particularly for children and pets.

Kade John (IF and Blackfoot resident):

- Spoke in support of the project based on prior positive experience with the developer's housing in Blackfoot.
- Highlighted:
  - The homes there were below market price and well-built
  - The project provides a needed middle-ground housing option for families
  - Housing affordability challenges and high home prices in the area
- Stated she is interested in the development as a family housing opportunity and expressed general support.

Matt Smith (IF resident)

- Claimed many core concerns remain unchanged despite design revisions.
- Focused heavily on design transparency and infrastructure impacts, arguing:
  - The development relies on modifying the adjacent church parking lot, which he believes was not clearly disclosed earlier.

- Suggested the road alignment could be moved instead to avoid church modifications and increase separation from existing homes.
- Raised concerns about stormwater drainage, stating the project could worsen runoff patterns and flooding risks.
- Questioned whether drainage and watershed capacity are adequate for the revised plan.
- Criticized what he saw as incomplete disclosure about infrastructure dependencies.

Teri Smith (IF resident):

- Raised a series of technical and legal concerns:
  - Questioned historical conditional use permit (CUP) status for the neighboring church property.
  - Asked whether zoning compliance and CUP conditions remain valid under the new PUD.
  - Raised concerns about:
    - Fence requirements along the canal and property edges
    - Fire safety and emergency access design
    - Parking discrepancies (noting inconsistencies in stated vs. observed stall counts)
    - Setback clarification (20 ft vs. 25 ft)
  - Expressed concern that some documentation was unclear or inconsistent across meeting materials.
  - Argued the church parking redesign and access changes may have broader implications for safety and traffic.

Tristan Phillips (IF resident):

- Shared personal experience living in one of the developer's prior townhome projects.
- Said the housing was affordable and made homeownership possible much earlier than expected.
- Noted he and his wife recently had a second child and benefited from the affordability.
- Argued the project is important for young families and workforce housing and should be approved.

Brad Camphouse (Developer partner):

- Explained the project is a family-driven development named after his children.
- Emphasized local roots and long-term investment in Idaho Falls.
- Said profits remain local and the goal is to provide attainable housing for first-time buyers.

- Stated the project reflects a good-faith effort to respond to City concerns and requested approval.

Matt Smith (returned to podium):
He focused on a procedural objection to prior public comments and the scope of acceptable testimony in the hearing.

- Much of the earlier testimony, in his view, did not properly relate to zoning ordinances, the comprehensive plan, or land-use criteria.
- He referenced guidance in a letter or procedural note indicating that:
    - Testimony should be focused on relevant land-use policies and zoning issues,
    - Repetitive or opinion-based statements are discouraged,
    - Traffic and engineering concerns should be addressed by the City engineer rather than general public comment.
- He argued that some prior testimony instead focused on the "goodness of the developer", which he believed was not relevant to zoning or legal criteria.
- Overall, he asserted that public input should remain focused on legally relevant zoning considerations rather than personal opinions about the developer or project character.

Alex Zocker (IF resident):

- Acknowledged mixed feelings but emphasized need for housing options.
- Supported increased housing supply while also advocating for existing residents' concerns to be respected.
- Emphasized transparency and public involvement in planning and mediation.

Kerry McKay (IF resident):

- Opposed the project primarily due to neighborhood impacts, including:
    - Fire truck access and turnaround concerns
    - Canal safety and lack of fencing
    - Parking overflow and street parking impacts
- Warned that residents may rely on nearby properties (such as church parking) for overflow parking.

Developer Rebuttal
Collin Hunter (developer)

- Responded to concerns point-by-point:
    - Said fencing near canals or neighbors could be added where appropriate and discussed with affected owners.
    - Stated willingness to address safety fencing if needed.
    - Argued the church parking improvements are independent and cooperative, including prior donations and easement work.

- Emphasized that parking and design changes were made in response to City feedback, not to disadvantage neighbors.
- Defended reliance on zoning approval process, stating:
  - Developers rely on what is permitted under code.
  - Property owners should be able to develop land consistent with zoning expectations.
- Argued the project provides needed entry-level housing during regional growth and affordability challenges.
- Stated reduced parking was intentional to improve aesthetics and reduce excess impervious surface.

Procedural Close of Public Hearing

- Mayor Pro Tem/Council President Francis clarified that prior speakers could be allowed additional comment if needed.
- No further public comments were offered after reopening.
- The chair formally closed the public hearing and stepped aside.
- Councilor Michelle Ziel-Dingman took over as the Chair.

Council Deliberation Begins

- Council members acknowledged extensive prior review (planning commission + earlier Council hearings).
- **Councilor Freeman** (attending remotely)**:**
  - Supported approval.
  - Noted developer responsiveness and design improvements.
  - Believed concerns (including fencing and layout) were adequately addressed.
  - Stated he would vote in favor again.
- General tone of discussion recognized:
  - Extensive revision process
  - Multiple rounds of public input
  - Prior council familiarity with the case

Discussion transitioned from public testimony into formal Council deliberation showing:

- Strong support arguments focused on housing affordability and workforce needs
- Strong opposition concerns focused on transparency, drainage, parking, safety, and infrastructure impacts
- A detailed developer rebuttal defending design choices and emphasizing responsiveness
- Council beginning to signal support based on repeated revisions and prior review history, with at least one member explicitly voting in favor again.

In the final portion of the hearing, the Council transitioned into closing deliberation and final decision-making, with members reflecting on housing, land use responsibility, and the legal framework guiding their vote.

Council Deliberation

Councilor Larsen

- Emphasized that Council must consider all residents, including those not present in the room.
- Reflected on broader housing growth concerns and a prior discussion about who would occupy new housing.
- Shared the perspective that future residents will often be "our children" or younger generations, highlighting generational housing needs.
- Noted that while affordable housing is a frequent public concern, cities have limited tools to directly mandate affordability, but can support projects that meet demand.
- Expressed support for the project and stated he would vote in favor.

Councilor Radford

- Focused on the legal and procedural role of the City Council, emphasizing:
    - Decisions must be based on compliance with adopted ordinances and zoning regulations, not personal preference.
    - Idaho's strong tradition of private property rights limits discretionary rejection if standards are met.
- Acknowledged the emotional and practical impacts of development on existing neighborhoods, but emphasized that:
    - Development impacts are real for both existing residents and new residents.
    - Council members must balance competing interests within legal constraints.
- Referenced personal experience living near a much larger development, indicating familiarity with these types of land-use conflicts.
- Commended the transparency of Council members who participated in mediation and noted that their disclosure helped inform the decision-making process.
- Concluded by expressing readiness to proceed to a motion for approval or denial.

The Council's final discussion centered on:

- The tension between neighborhood impacts vs. housing demand
- The role of government as an enabler of compliant development rather than a subjective gatekeeper
- Recognition of private property rights and zoning compliance as the governing standard
- Acknowledgment that housing growth is necessary, especially for younger and first-time buyers
- Appreciation for transparency following mediation participation

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

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

Motion 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.

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

Council President Francis and Councilor Lee returned to the dais.

6. **26-219** 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.

Presentation/Discussion (Director Sanner): City staff explained that this amendment grew out of a work session on April 6, 2026, and addresses a gap in the zoning code: parks and recreation facilities were not well-defined within existing land use categories and were somewhat inconsistently regulated under "public zoning."

The proposed changes would:

- Formally define "parks and recreation facilities" in the zoning ordinance.
- Remove (exempt) parks from standard zoning regulations, recognizing that parks function differently from typical land uses like commercial or residential zones.
- Require each park to instead be guided by its own park-specific comprehensive/master plan, allowing design and standards to be tailored to the unique character and function of each park.

Council discussion focused on governance and approval:

- New or updated park master plans would be developed by the Parks and Recreation Department.
- Plans would go through the Parks and Recreation Commission (an appointed citizen advisory body), similar in role to the Planning and Zoning Commission.
- Final approval would still come to the City Council, ensuring elected oversight.

Council members broadly supported the amendment, emphasizing that:

- The City has different financial constraints than private developers, including limited ability to borrow long-term or finance projects the same way.

- Parks must be developed in phased, fiscally responsible ways, often using donated or long-held land.
- This structure allows more efficient use of limited tax dollars and may improve the pace and quality of park development over time.
- It better leverages the expertise of the Parks and Recreation Commission in shaping park design and planning.

Motion: 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.

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

ORDINANCE 3662: 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.

7. **26-220** 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

Presentation/Discussion (Director Sanner, Attorney Jones): Staff explained that:

- The proposal was already reviewed by the Planning Commission on June 6, 2026, and incorporates their feedback.
- The City is required to revise its ADU regulations to match new state law, which significantly limits local control.

Key changes required by the state law; the ordinance update would:

- Require cities to allow at least one internal ADU and one detached ADU per single-family lot
- Prohibit off-street parking requirements for ADUs
- Set a minimum ADU size of 1,000 sq. ft. (previously 750 sq. ft.)
- Limit setbacks to no more than 4 feet from side and rear property lines
- Prohibit owner-occupancy requirements (meaning both units could potentially be rented out)
- Prevent cities from imposing impact fees on ADUs

- Restrict cities from adding additional limits on height or similar standards beyond those applied to single-family homes
- Ensure ADUs comply with building code requirements

Staff noted that most of the City's prior ADU rules had to be struck or rewritten because they conflicted with state preemption.

Policy impact discussion. Council discussion focused on concerns that:

- The law reduces local ability to manage density and neighborhood impacts
- ADUs could increase housing density significantly (e.g., multiple units on single lots)
- Previous City rules were designed to balance housing flexibility with neighborhood character and code enforcement

A legal explanation was provided that:

- If the City does not comply, it could be out of compliance with state law
- Developers could potentially bring legal or takings claims if denied permits that meet state standards

Timing and strategy discussion. There was debate over how to proceed:

- The law's implementation deadline was clarified as February 1, 2027 (with earlier confusion about dates).
- Council discussed whether to:
    - Vote "no" as a political statement of opposition, or
    - Approve the ordinance but set a delayed effective date (e.g., early 2027)

Some members suggested:

- Approving the ordinance while delaying its effective date to preserve current City standards as long as possible
- Using the delay to advocate for legislative changes in future sessions

Motion: 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 and to take effect at midnight on January 31, 2027.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: Lee.
- Motion carries.

ORDINANCE 3663: 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.

8. 26-221 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.

Presentation/Discussion (Director Sanner):
Key changes to City code. Staff explained that the ordinance:

- Updates the City's definition of short-term rental (still generally tied to stays of 30 days or less, consistent with state law).
- Removes the City's ability to regulate length of stay, meaning the previous 30-day limit cannot be enforced.
- Strikes prior restrictions on:
    - Number of occupants
    - Minimum rental duration
- Maintains that short-term rentals must still comply with fire and building codes.

State preemption and legal context

- The state law prohibits cities from enacting rules that effectively restrict short-term rentals.
- The statute defines short-term rentals broadly as residential units offered for stays of 30 days or less, but also prevents local governments from adding additional limits like occupancy caps or time restrictions.
- Legal counsel clarified that cities must comply or risk being preempted and vulnerable to legal challenges from property owners.

Policy discussion and concerns:

- Removing occupancy limits could lead to overcrowding or "party house" behavior, which is a common neighborhood complaint.
- The changes may reduce local control over neighborhood impacts such as noise and density.
- The situation is seen as another example of state preemption limiting local zoning authority.

There was discussion about whether:

- The ordinance could be delayed or used as a political statement, but legal counsel confirmed the City must ultimately comply.
- The definition still aligns with state law, but the City can no longer enforce the previous regulatory limits.

Broader implications discussed

- Concerns were raised that the law could blur distinctions between short-term rentals and boarding house-style uses, depending on how properties are operated.
- Officials noted the challenge of interpreting and enforcing rules when legislative intent is unclear.

Motion: 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.

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

ORDINANCE 3664: 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.

6. Announcements

- Council highlighted the many community events planned for Idaho Falls' Fourth of July celebration and encouraged residents to participate.
- The Independence Day Parade, hosted by the Greater Idaho Falls Chamber of Commerce, begins at 9:00 a.m. The route starts near the Fourth Street Post Office, travels west on Fourth Street, and continues down Boulevard. Officials noted it is the largest parade in Idaho.
- Riverfest at Snake River Landing will run throughout the day, culminating with the fireworks display at dusk. Attendees were encouraged to arrive early to secure viewing spots.
- Officials announced that RV parking will not be available at Snake River Landing this year.
- Council expressed appreciation to Melaleuca for sponsoring the fireworks display, noting this is expected to be the final year of the current sponsorship, and anticipated it could be the largest fireworks show in Idaho Falls history.
- Residents were informed that a complete schedule of Fourth of July events would be available on the City of Idaho Falls website the following day.
- Council also reassured the public that fireworks are expected to continue in future years, with Mayor Lisa Burtenshaw already beginning plans for a community fireworks celebration in 2027.

There being no further business, the meeting adjourned at 9:41 PM.

/s/ Linda Lundquist_____
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw _____
Lisa Burtenshaw, Mayor

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, July 9, 2026 | **6:30 PM** | **City Council Chambers**

1. Mayor Burtenshaw Called the meeting to Order at 6:30 PM

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

Also present:
Chris Canfield, PW Director
Zack Jones, City Attorney
Lisa Farris, CDS Grants Administrator
Linda Lundquist, City Clerk

2. Pledge of Allegiance

Chris Lee led those present in the Pledge of Allegiance.

Opening Clarification/Discussion:
At the beginning of the meeting, Mayor Lisa Burtenshaw acknowledged that many attendees were present to comment on the proposed alcohol ordinance and said the Council wanted to respect the public's time by addressing the issue early. She thanked Council President Jim Francis for the extensive work he had done since the January meeting with City staff, community members, nonprofits, and other stakeholders to revise the ordinance.

Council President Francis provided background on the ordinance revision, explaining that a City workgroup including Legal, Police, Fire, the City Clerk's Office, Building Department, and elected officials had been working since January 2026 to consolidate four separate alcohol ordinances into one. He said the goals were to:

- Eliminate inconsistencies between the existing ordinances.
- Modernize outdated and overly restrictive provisions.
- Improve public safety at events involving alcohol.
- Make the code easier for the public to understand.
- Address overpouring concerns.
- Reduce penalties for first-time violations where appropriate.
- Create regulations that could be enforced by City departments consistently.

CP Francis emphasized that the City is required to comply with Idaho state law, which takes precedence over local ordinances. He quoted guidance from an Idaho State Police Alcohol Beverage Control detective explaining that businesses open to the public must have an alcohol license or catering permit to sell or serve alcohol, regardless of whether an event is considered public or private.

He noted that the workgroup had spent months gathering public input and had already made numerous revisions based on stakeholder feedback. However, because of the volume of recent public comments, he said the Council needed additional time to review and consider the feedback before moving forward. Francis also addressed recent social media claims, stating that:

- The ordinance was not being "fast-tracked."
- The City was not proposing the ordinance to generate revenue.
- Claims that the ordinance would create new felony offenses were false because municipalities cannot create felony crimes under Idaho law.
- Misinformation circulating online had undermined public trust in the process.

Ordinance Removed from the Agenda

Following his statement:

Motion: Remove agenda item, Ordinance amending Title 4, Chapter 2, and Title 8, Chapter 3, Sections 4 and 5, and repealing Title 4, Chapters 3 and 4, City's Alcohol Ordinances.

- Moved by: Councilor Francis
- Second: Councilor Dingman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none. (Abstain: *Lee - not audible via Teams*)
- Motion carries.

Mayor Burtenshaw stressed that removing the ordinance from the agenda did not eliminate public comment. She encouraged everyone who had come to speak to provide testimony so the Council could incorporate the feedback into future revisions. She acknowledged the ordinance was lengthy and thanked residents who had taken the time to review it and submit comments.

Before opening public testimony, the Mayor asked the City Attorney to provide an update on the City's Flock Safety camera contract. The City Attorney reported that:

- The City is working with Flock Safety to amend its contract to remove language allowing Flock to use Idaho Falls camera data to train its AI systems.
- The Idaho Falls Police Department is expected to present alternative license plate reader options to the Council in the future.

Decorum and Social Media Clarification

The Mayor asked attendees to refrain from applauding during the meeting and emphasized that the Council and the public were all working through the democratic process together.

Councilor Radford then clarified a social media post he had made criticizing the ordinance. He acknowledged that he had mistakenly referred to a potential felony in his original post, corrected it to a misdemeanor, and explained that he intended to encourage residents to review the ordinance and provide public input. He reiterated concerns about government overreach, impacts on event centers and landlords, and whether the ordinance expanded City authority, while emphasizing that he had not claimed the ordinance was being fast-tracked.

Mayor Burtenshaw responded that while she appreciated the correction, much of the subsequent online discussion had spread misinformation. She reiterated that the ordinance had been under

development for months with significant public outreach and concluded by welcoming everyone to provide their comments during the public hearing.

3. Public Comment

Patricia Pequin Desautel (IF Resident)

- Shared her experience with a 2024 DUI conviction, including significant penalties, costs, probation requirements, and impacts on her driver's license despite having no prior criminal history.
- Questioned whether additional alcohol-related restrictions are necessary, arguing that existing DUI consequences are already substantial.
- Encouraged the Council to consider the real-life impacts of alcohol-related enforcement decisions on residents.

Chris Lee (IF Resident)

- Raised concerns that the alcohol ordinance could negatively affect Idaho Falls' business climate, investment opportunities, and economic development reputation.
- Expressed concern that landlord liability provisions could discourage commercial property owners from leasing or investing in properties.
- Asked the Council to consider the ordinance's potential effects on business growth, redevelopment, and property values.

Miranda Marquit (IF Resident)

- Supported responsible alcohol regulation but expressed opposition to limits on catering permits, saying they could harm community events and local businesses.
- Said alcohol laws are already complex and that catering permits are an important tool for successful events.
- Supported alcohol server training requirements as a reasonable approach to improving compliance.

Brad Strand (IF Resident)

- Spoke against the City's use of Flock automated license plate reader cameras, citing concerns about privacy, surveillance, and Fourth Amendment protections.
- Acknowledged that technology can assist law enforcement but argued that broad data collection creates risks for residents' privacy.
- Encouraged the City to balance public safety goals with constitutional protections and limits on government surveillance.

Maria Alvarez (IF Resident)

- Asked the City to improve communication and transparency regarding sidewalk enforcement, federal enforcement questions, and alcohol ordinance enforcement.
- Raised concerns about inconsistent communication after sidewalk notices and asked for clearer explanations of City processes.
- Requested clarification on whether alcohol ordinance-related citations were being issued before the ordinance was adopted and whether enforcement was consistent.

Alicia Jensen (IF Resident)

- Expressed concern that the alcohol ordinance could create unintended economic impacts, including discouraging businesses and affecting property values.
- Asked the Council to evaluate whether the proposed regulations would effectively address the problems they are intended to solve.
- Encouraged consistent enforcement and consideration of impacts on residents, businesses, and investors.

Finn Garren (IF Resident)

- Raised concerns that the City's Flock Safety contract may conflict with Idaho law governing automated license plate reader data use.
- Questioned Flock's ability to use collected data for AI development and expressed concerns about data security and overseas processing.
- Requested that the City provide a public timeline for addressing concerns and potential contract changes.

Brian McKellar (Ammon Resident)

- Asked the City to provide a timeline by July 29 regarding the future of Flock cameras and requested that cameras be temporarily disabled while concerns are reviewed.
- Argued that the system may violate state law and constitutional privacy protections due to the amount of license plate data collected.
- Warned that he may file a tort claim and encourage others to do the same if concerns are not addressed.

Antonio Meza (IF Resident)

- Asked the City to provide a clear summary of the alcohol ordinance revisions because the changes had become difficult for residents and businesses to follow.
- Supported responsible alcohol service and public safety efforts but expressed concern about government overreach and excessive regulation.
- Encouraged continued collaboration between the City and affected businesses.

Terri Ireland (IF Resident)

- Spoke on behalf of the Idaho Falls Downtown Merchants Association in opposition to the alcohol ordinance as written.
- Raised concerns about access to business records, constitutional issues, and increased complexity caused by repeated revisions.
- Argued that the ordinance does not address the primary problems associated with alcohol-related incidents and urged further review.

Amy Stewart (IF Resident)

- Supported combining alcohol regulations into one clearer ordinance but encouraged additional revisions before adoption.
- Supported server training but noted challenges with availability, scheduling, and realistic compliance timelines.
- Encouraged businesses and residents to submit written feedback as the Council continues reviewing the ordinance.

Angela Swissina (IF Resident)

- Supported consolidating alcohol regulations but expressed concern that broad restrictions could unfairly impact businesses that follow the rules.
- Raised concerns that catering permit limits could harm restaurants, caterers, and event centers by forcing them to turn away customers.
- Suggested stronger enforcement of existing rules may be more appropriate than additional restrictions.

Diamond Garcia-Alvarez (IF Resident)

- Said his concerns focused on how the City exercises regulatory authority rather than opposition to alcohol safety measures.
- Encouraged the City to review existing enforcement practices before creating additional regulations.
- Asked the City to consider accessibility issues and ADA concerns, particularly regarding sidewalks and residents with disabilities.

Savannah Kim (IF Resident)

- Spoke as a bartender, Realtor, and parent concerned about the future of Idaho Falls and community involvement.
- Asked the City to improve communication and outreach so residents and businesses can provide input earlier in the process.
- Encouraged greater public awareness before major regulations are finalized.

Colby Hatton (IF Resident)

- Introduced Stronger Idaho Falls, a civic group focused on creating a more walkable, accessible, and safe community.
- Supported infill development, transportation options, and a City design that serves residents who do not drive.
- Expressed interest in working collaboratively with the City on long-term improvements.

Chris Wiersema (IF Resident)

- United Way CEO expressed relief that the alcohol ordinance would not be voted on that evening.
- Explained that approximately 40 nonprofits are concerned proposed alcohol permitting changes could reduce fundraising and event revenue.
- Asked the City to include nonprofits in future ordinance discussions.

Dan Barker (IF Resident)

- Spoke as an HR Director about the costs and administrative challenges associated with employee training requirements.
- Explained that training involves systems, certifications, tracking, licensing, and repeated costs due to employee turnover.
- Encouraged the Council to consider the practical burden new training requirements may place on businesses.

Carlos Luna (Ammon Resident)

- Opposed the alcohol ordinance, arguing it creates unnecessary restrictions on businesses and private events while going beyond public safety goals.
- Shared concerns about enforcement actions affecting private cultural events and small business owners.
- Asked the Council to slow the process, work with businesses, and reconsider provisions he believes create unfair burdens.

Ricco Lanauze (IF Resident)

- Spoke as a longtime restaurant and bar industry professional opposing catering restrictions and additional compliance burdens.
- Explained that catering provides important revenue for small businesses, especially during slower seasons.
- Encouraged the City to work directly with business owners to develop regulations that support both safety and small businesses.

4. Consent Agenda

A. **Municipal Services**
   1. **26-229** Treasurer's Report for April 2026

B. **Idaho Falls Power**
   1. **26-232** Idaho Falls Utility Board Minutes – May 2026

C. **Public Works**
   1. **26-236** Bid Award – Idaho Canal Path; Sunnyside Road to 49th South for $205,010.00

D. **Airport**
   1. **26-238 Commercial Ground Lease and Agreement with Pacific Fighters, Inc.**

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, Freeman, Larsen, Lee, Radford. Nay: none.
- Motion carries.

5. Regular Agenda

A. Community Development Services

1. 26-241 Resolution - Community Development Block Grant (CDBG) plans, projects, and activities for the 2026-2030 CDBG Five Year Consolidated Plan, 2026 Annual Action Plan, and the Analysis of Impediments to Fair Housing Choice.

Presentation/Discussion (Grants Admin Farris):

- The request included approval of three related planning documents:
  - The **2026–2030 Five-Year Consolidated Plan**.

- The **2026 Annual Action Plan**, including the recommended list of projects to receive 2026 CDBG funding.
- The **Analysis of Impediments to Fair Housing Choice**.

- Staff noted that the recommended 2026 funding allocations had been reviewed with Council during the previous work session and asked for approval of the complete package.
- Council members asked no additional questions. One councilor commented that reviewing and prioritizing projects was a difficult process and expressed appreciation to staff for their work preparing the plan and recommendations.

Motion: To approve the resolution for the 2026-2030 CDBG Five Year Consolidated Plan, and the CDBG PY-2026 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice and authorize the Mayor and City Clerk to sign the necessary documents

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

~~**B. City Attorney**~~ *Motion made and carried to remove this from the agenda*

1. ~~**26-240** Ordinance Amending Title 4, Chapter 2, and Title 8, Chapter 3, Sections 4 and 5, and Repealing Title 4, Chapters 3 and 4, City's Alcohol Ordinances~~

C. Public Works

1. **26-234** State Local Agreement (Construction) and Resolution with the Idaho Transportation Department (ITD) for the Elm Street, Yellowstone to South Boulevard Project

Presentation/Discussion (Director Canfield):

- Public Works presented a State/Local Agreement and resolution with the Idaho Transportation Department for the Elm Street reconstruction project between Yellowstone Highway and South Boulevard.
- The project is a federally funded roadway improvement that will reconstruct Elm Street from the railroad tracks to South Boulevard. Design has been completed, and the agreement authorizes the construction phase.
- The project is estimated to cost $1.8 million, with the City providing a 7.34% local match for the federal funding.
- In response to Council questions about ongoing construction in the area, staff explained that construction is planned for summer 2027 and that the schedule was selected to minimize impacts on the nearby charter school by completing work during summer break.

Motion: Approve the State Local Agreement and Resolution with ITD for the Elm Street - Yellowstone to South Boulevard Project and authorize the Mayor and City Clerk to sign the documents

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

2. 25-235 Grant Agreement - 2025 Safe Streets and Road For All Grant Program

Presentation/Discussion (Director Canfield):

- Public Works presented a $500,000 federal Safe Streets for All planning grant with a 20% local match ($100,000) to develop a comprehensive roadway safety plan for Idaho Falls.
- The study will analyze traffic crashes, pedestrian safety, speeding, roadway design, enforcement, and access management to identify strategies for reducing serious injuries and fatalities.
- Staff explained that this is a planning effort, not a construction project. The completed study will identify priority safety improvements—such as roundabouts, pedestrian beacons, signal timing changes, and visibility enhancements—and position the City to compete for future federal safety implementation grants.

Motion: Approve the Grant Agreement with the Federal Highway Administration for the Safe Streets and Roads For All (SS4A) Safety Grant Program and authorize the Mayor to sign the document.

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

3. 26-237 State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Idaho Canal Trail; Lovejoy Street to Lincoln Road project

Presentation/Discussion (Director Canfield):

- Public Works presented a State/Local Agreement for the Idaho Canal Trail Project, funded through the Transportation Alternatives Program, to extend the trail and help complete a pedestrian and bicycle loop connecting the canal, Lincoln Road, Pinecrest Golf Course, and North Tourist Park.
- The project includes both design and construction, with a total cost of just over $500,000 and a 7.34% local match.

- Staff explained that the project will widen a section of sidewalk along Lincoln Road, improve connectivity, and include wayfinding signage and landscaping where possible. One segment is not included because the City does not have the necessary right-of-way.
- Construction is scheduled for 2027, and Council expressed support for the project as another step toward expanding the City's interconnected trail system.

Motion: Approve the State Local Agreement and Resolution with ITD for the Idaho Canal Trail; Lovejoy Street to Lincoln Road project and authorize the Mayor and City Clerk to sign the documents

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

4. 25-239 Negotiated Contract - Yellowstone Lighting Upgrade

Presentation/Discussion (Director Canfield):

- Public Works presented a negotiated contract for the Yellowstone lighting upgrade project, replacing aging lighting circuits between Sunnyside Road and Broadway, with improvements extending across the river.
- After two unsuccessful bid solicitations, the City received approval to negotiate directly and secured a contract for approximately $1.13 million, which is below the engineer's estimate of nearly $1.3 million.
- The project is fully reimbursed through an agreement with the Idaho Transportation Department and complements a future sidewalk improvement project along Yellowstone.

Motion: Approve the plans, specifications, and negotiated contract with Kesler Companies LLC, in the amount of $1,131,846.77; 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, Freeman, Larsen, Lee, Radford. Nay: none.
- Motion carries.

5. 26-244 Easement Vacation - Lots 1 and 2, Block 1 of Broadway Commercial Plaza

Presentation/Discussion (Director Canfield):

- Public Works presented a request to vacate a storm drainage easement on Lots 1 and 2, Block 1 of Broadway Commercial Plaza.
- Staff explained that the easement is no longer needed because changes to the area's storm drainage system eliminated its original purpose.
- Vacating the easement would allow the property owner to pursue other uses for the property.

Motion: Approve the Ordinance vacating an easement under a suspension of the rules requiring three complete and separate readings and request that it be read by title

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

Ordinance 3665: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF PORTIONS OF TWO EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

6. **25-243** Easement Vacation - Lots 31 through 36 and 49, Block 1 of Cassiopeia Parks Subdivision

Presentation/Discussion (Director Canfield):

- Public Works presented a request to vacate a portion of an easement in the Cassiopeia Park subdivision after a structure was inadvertently built over it.
- Staff explained that the easement adjustment would not impact existing utilities and would accommodate the completed construction.
- In response to Council questions, staff noted that such situations are uncommon and typically result from surveying or construction errors. Property owners may still face significant consequences if utilities are affected, and easement adjustments are only considered when they do not interfere with public infrastructure.

Motion: Approve the Ordinance vacating an easement under a suspension of the rules requiring three complete and separate readings and request that it be read by title

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

Ordinance 3666: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

7. **25-233** Easement Vacation of a portion of the public utility easements within Lots 1,2,3, Block 2 in Hodson Addition and within Lots 14 and 15, Block 2 of the First Amended Plat of Hodson Addition

Presentation/Discussion (Director Canfield):

- Public Works presented a request to vacate a portion of a public utility easement in the Hudson Addition after discovering that an existing building encroached on the easement.
- The issue was identified during review of a nearby development. Staff recommended correcting the easement since the encroachment had existed for many years.
- Staff noted they were unsure whether the building predated annexation but said the easement adjustment would resolve the longstanding conflict.

Motion: Approve the Ordinance vacating an easement under a suspension of the rules requiring three complete and separate readings and request that it be read by title

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

Ordinance 3667: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

6. **Announcements**
   - Council members commented on the successful 4th of July Creek Walk, noting the large, enthusiastic crowds and strong community participation. (Did we say July Creek Walk?)
   - Council members were reminded about opportunities to volunteer at the Farmers Market, with available dates shared by email.

- The Council received details about the upcoming Sister Cities youth delegation visit, including:
  - A welcome reception at the Friendship Garden.
  - City Day activities at City Hall, including photos and presentations, with the Police Department preparing demonstrations for the visitors.
  - A Friendship Garden sign dedication hosted by Parks & Recreation, recognizing the Sister Cities partnership.
- The Mayor shared that the City's presentation to the youth delegation will focus on what daily life is like for a teenager in Idaho Falls, highlighting how young people use City services and amenities.
- The meeting concluded with thanks to the Council, staff, and members of the public who participated.

There being no further business, the meeting adjourned at 8:32 PM.

/s/ Linda Lundquist_____
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw_____
Lisa Burtenshaw, Mayor

July 8, 2026

To Idaho Falls City Council:

Tonight you may be voting on a proposed alcohol ordinance change intended to "improve public safety, strengthen enforcement, and create a clearer, more consistent regulatory framework."

I have had personal experience with the ABC in regard to enforcement of the codes or statutes regarding alcohol control. Let me share:

As a land developer, I owned a license to serve alcohol. I had leased out this license to a restaurant. The restaurant caught fire and the owner of the restaurant lost its lease on the building. The restaurant owner was required by contract to keep the alcohol license renewed annually. He became distracted by the horrible circumstance suddenly surrounding his business and overlooked the renewal date on the license. As owner of the license, I was not made aware of the unfortunate circumstances and the license expired. I hired the attorney who actually wrote the licensing law for the State.

My attorney and I met personally with the ABC, the Governor and his secretary, and the Chief of the State Police in the Governor's office. The fire, building lease, and liquor licensing were the issues discussed. The statute provided that in unusual circumstances such as described, that there would be a period to restore the license. The ABC disagreed with the language in the statute. My attorney explained that HE himself wrote the statute for the State, understood the context behind what was written into the statute, and that I should have the license restored. They refused and chose to interpret the statute in a way that served their own purposes, despite knowing and hearing the detailed process and purpose in the formation of the statute as described by its author. The Governor and State Police kowtowed to the ABC. I'm happy to share the lengthy detail of this incident if you should request. My attorney called the outcome an "absurdity under the law."

My point is this: Giving more authority to the ABC, the City, or any other government body can at times be like giving a bat to a bully. I've seen firsthand what can happen when power over the people is unreasonably exercised by some. It is my opinion that our City Council better serves its people by focusing on preserving and expanding the rights of its people, not tightening then policing them.

Lorin Walker



1070 Riverwalk Dr. Ste 200 Idaho Falls, ID. 208 524-3341

Linda Lundquist

From: Tawna Groom <tawnagroom@gmail.com>
Sent: Wednesday, July 8, 2026 3:04 PM
To: City Clerk
Subject: Written Testimony - Alcohol Ordinances

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.

The agenda was posted July 7, 2026 at 2:50pm. "Written comments must be received no later than forty-either (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record." With all due respect, 3.5 hours is **NOT** enough time for the public to know/review/comment on the agenda, especially considering the agenda is 579 pages long.

However, I would still like to comment on the Alcohol Ordinances:
First of all, the summary of ordinances reads like they were created to unfairly target a specific business/owner, and I fail to understand what the community's benefit is for each objective.

1. *Combining three separate chapters-one each for liquor, beer, and wine-into one unified chapter to create a more cohesive ordinance structure.* This seems unnecessary, but reasonable. If changes are being made to each section, it makes sense to consolidate.

2. *Restricting the sale or consumption of alcohol at commercial establishments unless permitted by law.* Why? There's already an Idaho law for this. Why was the 20-maximum selected at the cut-off? Why isn't it 100, more in line with the event tiers? This number seems arbitrary or created to target a business of around 25-50. Trying to hold the landlord liable if they knowingly rent to someone who won't adhere to the rules? That's insane and impossible to enforce. The landlord doesn't "know" unless the business that rents the space is an idiot and literally says they won't follow the rules. I strongly disagree with this section.

3. *Allowing the City Attorney and Chief of Police to compel certain documents and video from alcohol licensees to enforce the alcohol ordinance, ascertain compliance, or investigate a criminal matter.* I strongly disagree with this section. The police are already able to obtain "certain documents and videos" as needed to aid with investigations. This objective gives the police too much control. I don't see how this section benefits the community. Conversely, I think it's more reasonable to assume that the police can unfairly target certain businesses in the name of "ascertaining compliance".

4. *Diminishing over time the number of alcohol catering permits allowed at certain locations*. Why? I strongly disagree. I couldn't find which locations are targeted for a goal of permit reduction. This seems unfairly targeted, and I don't see the benefit to the community of having fewer options available for an alcohol catering permit.

5. *Establishing an alcohol server training program*. This seems reasonable.

6. *Identifying the grounds and the process for suspending and revoking alcohol licenses*. Why doesn't 4-2-20(B)(2) & (3) also have fines associated with suspension/revocation? No other comments at this time.

7. *Providing a process for appeals regarding alcohol licenses, alcohol catering permits, charitable event permits, and permits issued for permitted events held at City locations.* No comment at this time.

Thanks,

Tawna Barnes

Linda Lundquist

From: Carla Thinnes
Sent: Thursday, July 9, 2026 9:04 AM
To: brad
Cc: City Clerk
Subject: RE: Omnibus Alcohol Ordinance

Thank you for your outreach and for sharing your perspective. Your email has been shared with the City Clerk and will be printed for the record for today's City Council Meeting.

Sincerely,

Carla

IDAHO FALLS

Office of the Mayor
Carla Thinnes | *Executive Assistant to the Mayor*

308 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8235
cthinnes@idahofalls.gov

From: brad <brad.a.whipple@gmail.com>
Sent: Wednesday, July 8, 2026 8:31 AM
To: Office of the Mayor <Mayor@idahofalls.gov>; James Francis <JFrancis@idahofalls.gov>; Michelle Ziel-Dingman <MDingman@idahofalls.gov>; Brandon Lee <blee@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; James Freeman <JFreeman@idahofalls.gov>; Layne Larsen <klarsen@idahofalls.gov>
Subject: Omnibus Alcohol Ordinance

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,

I respectfully ask that you take the following comments into consideration ahead of your vote on July 9th regarding the omnibus alcohol ordinance. I would prefer to comment in person but my schedule prevents me from attending.

Restructuring

This makes sense. Merging the City's scattered alcohol-related ordinances into a single, unified chapter is common sense and should make the code easier for both businesses and residents to navigate.

New ban on unlicensed alcohol use at businesses 4-2-2(E)

The intent here appears to be closing a loophole for businesses operating without a required license. As drafted this provision effectively criminalizes an ordinary, non-public company party where alcohol is served. The exemption only covers alcohol "dispensed to or consumed by only twenty (20) or fewer employees," with no mention of spouses, family, or other guests commonly invited to these gatherings. A typical holiday party open to employees' families, or one with more than 20 employees, would fall outside the exemption entirely and expose the business to a misdemeanor charge for hosting what has always been considered a lawful private event.

The provision also creates a significant burden-of-proof problem. Read literally, it requires proof that alcohol was actually consumed by 20 or more employees, not merely that 20 or more employees were present. That means the City would need to establish, for a misdemeanor charge, exactly how many employees, not just attendees, drank or were served alcohol, which is an intrusive and difficult standard. I'd ask the Council to reconsider whether this level of proof is workable and whether the city should be in the business of intruding on the private lives of residents to this degree. I know many of my neighbors reject the idea of a 'nanny-state' this provision seems to create.

Server/security training mandate

This might be a good idea, but where it's implemented matters. A patchwork of city-by-city training standards, certifications, and record-keeping requirements creates real inconsistency for an industry and workforce that regularly crosses city lines. I'd encourage the Council to consider pressing the state legislature to adopt a uniform statewide standard instead of implementing this at the city level. It seems preferable for the state to set one bar rather than for every city to become its own island of rules, requirements, and enforcement practices.

Phase-down of catering permits

I don't understand what problem this provision is meant to solve. Catering permits are a routine and necessary tool for exactly what the name implies... catering. Wedding venues are the first example that comes to mind, where outsourcing alcohol catering sounds like wise business sense. Capping the number of permits issued per location, phasing down to just 12 per year by 2030, appears to remove a practical, low-friction option that serves customers and event venues alike. Before adopting this cap, I'd ask the Council to identify what specific harm it addresses.

These provisions read like a solution looking for a problem; more of a power and/or revenue grab than reasonable provisions meant to protect widespread health and safety of the community. I'd ask the Council to weigh that before your vote.

Thank you for your time and consideration.

Respectfully,

Brad Whipple

Linda Lundquist

From: Carla Thinnes
Sent: Thursday, July 9, 2026 9:04 AM
To: Chris Pelkola Lee
Cc: City Clerk
Subject: RE: Council Consideration of changes to the Liquor Laws

Thank you for your outreach and for sharing your perspective. Your email has been shared with the City Clerk and will be printed for the record for today's City Council Meeting.

Sincerely,

Carla

IDAHO FALLS

Office of the Mayor
Carla Thinnes | *Executive Assistant to the Mayor*

308 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8235
cthinnes@idahofalls.gov

From: Chris Pelkola Lee <chris@simpleehome.com>
Sent: Wednesday, July 8, 2026 7:56 PM
To: Michelle Ziel-Dingman <MDingman@idahofalls.gov>; James Freeman <JFreeman@idahofalls.gov>; James Francis <JFrancis@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; Layne Larsen <klarsen@idahofalls.gov>
Cc: Office of the Mayor <Mayor@idahofalls.gov>
Subject: Council Consideration of changes to the Liquor Laws

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.

Esteemed Council Members,

I apologize for the late email and that I missed the 48-hr deadline to submit this into the public record. As my first correspondence to Council, I speak against the proposed liquor law changes.

I read the overview of the changes being proposed to the liquor laws in front of the City Council for consideration from the City Council agenda today. With that glance over, it seemed reasonable – my take away was emphasis on training for servers and some administrative cleanup.

Upon seeing further discussion in the community, it seems there will be a greater negative impact on small businesses and property owners in the City. I did return to the full document and it disturbs me that the summary that I relied on did not tell the complete effects to the community and our businesses, should this be enacted.

The City needs to be taking actions that promote Idaho Falls as a place for industry success and position the City as a partner in the success of our local businesses. A rising tide raises all boats.

In order to remain a business friendly community and be able to offer a variety of amenities to its residents, the City should be working to promote, attract, and retain small businesses to the City vs other attractive and similar regional locations businesses are weighing as opportunities. Any laws or ordinances that produce added liability to small businesses and/or property owners detracts from the attractiveness of locating (or staying) in Idaho Falls. I would add that any further restrictions to catering permits affect not only those small businesses, but the residents hosting events for their own business, gatherings and community events. Idaho's liquor laws are already plenty restrictive compared to other states; creating further restrictions for only our community will create unnecessary confusion, liability and sentiment of further government overreach in our community.

As a REALTOR®, I actively promote the reasons businesses and residents move and remain here – ample job opportunities, recreation, increasing housing opportunities and expanding cultural venues and experiences. Idaho Falls will no longer be able to compete with surrounding areas in Eastern Idaho if we have more restrictive social laws than other locations within the state. This goes beyond the tourism hit that caused Utah to repeal the bulk of its unusually restrictive liquor laws. This is about commerce and small business owners that have poured countless hours and dollars into their community – who may now rethink their investments should they be subject to additional indirect liabilities.

And on a personal note as a commercial property owner within the City, I am extremely concerned as to the additional liability I will incur on behalf of a future tenant should this go into effect. It will absolutely cause me to reconsider my own personal investment within Idaho Falls.

I ask that you vote down this proposal as it will have unintended consequences. If the true goal is to reduce DUIs and drunken driving as stated, this is neither a net positive nor effective solution.

Thank you for your continued service to the residents of Idaho Falls.

Chris Pelkola Lee, simpLEE HOME

Chris

simpLEE HOME



Chris Pelkola Lee | Broker/Owner, simpLEE HOME®
2023 National President
Women's Council of REALTORS®

208-201-2034
simpleehome.com
chris@simpleehome.com
Serving the Idaho Falls MSA
chris pelkola lee realty, llc | equal housing opportunity

Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

CLHMS Certified Luxury Home Marketing Specialist
CRS Certified Residential Specialist
National Association of Realtors Graduate Designation
ABR
Women's Council of REALTORS #LeadersMadeHere

⭐ **Rate my services:** How was your overall experience with me?

Google

★★★★★

20 reviews

Linda Lundquist

From: Carla Thinnes
Sent: Thursday, July 9, 2026 9:04 AM
To: Matt Jacobsen
Cc: City Clerk
Subject: RE: Alcohol Ordinance

Thank you for your outreach and for sharing your perspective. Your email has been shared with the City Clerk and will be printed for the record for today's City Council Meeting.

Sincerely,

Carla

IDAHO FALLS

Office of the Mayor
Carla Thinnes | *Executive Assistant to the Mayor*

308 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8235
cthinnes@idahofalls.gov

From: Matt Jacobsen <matt@100proofidaho.com>
Sent: Wednesday, July 8, 2026 10:58 AM
To: James Francis <JFrancis@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; Michelle Ziel-Dingman <MDingman@idahofalls.gov>; Brandon Lee <blee@idahofalls.gov>; James Freeman <JFreeman@idahofalls.gov>; Layne Larsen <klarsen@idahofalls.gov>; Office of the Mayor <Mayor@idahofalls.gov>
Subject: Alcohol Ordinance

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 Council Members,

After listening to the work session the other day and the limited time with the vote coming up, I wanted to bring up two provisions I don't think have gotten enough attention. These don't directly affect my businesses, but I think it's important to look wholly at the code and the impact to the community. Both provisions, I believe, are narrow fixes.

1. The private-property reach in §4-2-2(E)-(G).

As written, these subsections don't just regulate the *sale* of alcohol, they prohibit "dispensing" or "knowingly permitting the consumption" of any alcohol at a "Commercial Establishment" (defined as essentially any business open to the public) unless the business holds a license or permit. The only exception is for 20 or fewer *employees*. That sweeps in ordinary, harmless hospitality and makes it a misdemeanor:

- A realtor pouring wine at an open house
- A salon offering clients a mimosa
- A car dealership with a beer in the waiting area
- A barbershop handing a customer a beer
- An attorney or accountant toasting a closing with a client

None of those involve selling alcohol, and none involve employees, so none fit the carve-out. I don't believe criminalizing them is the intent, but it's what the wording does.

On the **"knowingly"** language some have flagged as too broad: I'd respectfully suggest it's actually a protection worth keeping. "Knowingly" means an owner or landlord is only liable if they *actually know* unpermitted service will occur. Strike it, and you create strict liability, an owner on the hook even when they had no idea. The problem isn't the mental-state standard; it's the *scope* of conduct being regulated. Keep "knowingly"; narrow what's covered.

And on the penalty, making this a **misdemeanor** (§4-2-2(H)) is a large step for what is often just social hospitality. A civil or administrative remedy would be a better fit than a criminal charge.

Suggestions:

- Limit §4-2-2(E)-(G) to the *sale* of alcohol, or to businesses whose operations involve alcohol service — not incidental, no-charge hospitality.
- Expand the "20 or fewer employees" exception to also cover invited guests and clients.
- Keep "knowingly" in the landlord and tenant provisions.
- If any penalty is retained, make it civil/administrative rather than a misdemeanor.

2. The catering-permit cap and the A-2-only exemption in §4-2-16.

I understand the goal, making sure venues that host alcohol events sit in buildings that meet the right occupancy, egress, and fire-safety standards. That's a legitimate public-safety aim. But the phase-down (52 → 26 → 12 permits per location) exempts only buildings classified **Assembly Group A-2**, and I think that misses how the building code actually classifies these spaces.

Under the 2018 International Building Code that Idaho enforces, a building's occupancy is determined by its **primary intended use** — not by whether food or alcohol happens to be present. **A-2** is for spaces whose *purpose* is food and drink service, like restaurants and taverns. **A-3** covers assembly spaces for events and gatherings, and it is a full, code-compliant assembly classification with its own egress and fire-safety requirements. For most event centers, the primary purpose is *hosting the event,* a wedding, a reception, a fundraiser, a meeting. The food and alcohol are secondary to that purpose, not the reason the space exists. Under the IBC, that keeps the venue in A-3, and the code expressly allows an A-3 space to serve food and drink incidentally without being reclassified; the presence of food, or even a kitchen, does not convert an A-3 into an A-2.

That distinction matters here, because as written the ordinance would throttle a legitimate, code-compliant A-3 event center to 12 alcohol events a year, penalizing exactly the kind of safe assembly building the ordinance says it wants, purely because the exemption names one assembly class and not the other. And whether a venue's use has genuinely crossed the line into A-2 is a determination the building code assigns to the Building Official under defined criteria, not something a flat number in the alcohol code should decide.

Suggestions:

- Broaden the §4-2-16(C) exemption from "Assembly Group A-2" to "**Assembly Group A-2 or A-3**," so all code-compliant assembly occupancies are treated consistently.
- Recognize that for an event venue, food and alcohol service are *incidental* to the location's primary assembly purpose — which is what keeps it in A-3 under the IBC.
- Leave the question of whether a venue's actual, ongoing use has become A-2 to the Building Official under the building code's own standards, rather than fixing it with an arbitrary permit cap.
- If a frequency limit is the real concern, apply it consistently — an A-2 venue currently faces no cap at all, which suggests the true issue is occupancy classification, not the number of events.

These are two narrow fixes: one keeps the City out of regulating a hosted glass of wine on private property, and the other makes sure a safe, code-compliant event venue isn't penalized over a single occupancy letter. I'd welcome the chance to be a resource as you finalize the language.

Thank you for your time and for your work on this.

Matt Jacobsen
President/COO
408-623-5160

Linda Lundquist

From: goosesc@verizon.net
Sent: Thursday, July 9, 2026 11:27 AM
To: City Clerk
Subject: City Council Agenda (July 9, 2026) Item B.1

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

I would like to state my disapproval of the presented Ordinance Amending Title 4, Chapter 2, and Title 8, Chapter 3, Sections 4 and 5, and Repealing Title 4, Chapters 3 and 4, City's Alcohol Ordinances (26-240)

These changes will do nothing more than restrict the rights and privileges of private owners to operate within their scope of business and personal operation on their premises.

It limits and unduly burdens individuals and small businesses in having celebratory gatherings for a private event, especially when there is no selling of alcohol on the premises.

This ordinance smells of government overreach to the tune of becoming a "nanny state." I left that failed environment and moved to Idaho Falls, because of the freedoms that are inherent in this State, that recognize individuals rights to live, work and play. I admit that there are always consequences for bad behavior, but I believe that those can be addressed and the appropriate punishments applied when needed. These ordinance changes will not only remove the individual freedoms, but create more enforcement and legal matters, as the city will now have to police private businesses and individuals whenever these private gatherings are taking place. This will encourage an environment of mis trust with the city government and cause individuals to re examine their level of accountability, because the government now wants to dictate and guide people's behavior.

In my opinion, this is a flawed ordinance and I implore you to vote it down for the sake of the individual freedoms that we enjoy in this great city and state.

Respectfully,

Glenn Guzman
Citizen of Idaho Falls
(310) 251-7812

Memorandum

File #: 26-274 **City Council**

DATE: Monday, July 13, 2026
AGENDA: Regular
FROM: Zachary Jones, City Attorney
DEPARTMENT: City Attorney

Title
Amendment to Flock Safety Contracts with Flock Group, Inc.

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

Action(s) Requested:
Approve the amendment to the Flock Safety contracts with Flock Group, Inc., and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
The City entered into two contracts with Flock Group, Inc. ("Flock"), one on February 28, 2025, and one on July 29, 2025. These contracts currently allow Flock to "use Customer Data to support and improve Flock's products and services," which allows Flock to use photographs taken by Flock cameras utilized by the Idaho Falls Police Department to train Flock's artificial intelligence program to help it to be more proficient in aiding with investigating crimes. The City's Legal Department negotiated the proposed amendment to the two contracts that would prohibit Flock from using the Customer Data from the City (including photographs) to train Flock's artificial intelligence program.

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

Docusign Envelope ID: 97B5EE7D-4558-852E-8358-9ECE25E42A4B

ADDENDUM NO. 1 TO FLOCK SAFETY AGREEMENT

Customer-Specific Data Use Clarification

This Addendum No. 1 to Flock Safety Agreement ("Addendum") is entered into as of _____, 2026 ("Addendum Effective Date"), by and between **Flock Group Inc.**, a Delaware corporation ("Flock"), and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405, which operates the Idaho Falls Police Department ("Customer"). Flock and Customer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Flock and Customer are parties to that certain Flock Safety Agreements effective February 28, 2025, and July 29, 2025, as evidenced by the Order Form executed on or about that date and the Flock Safety Terms and Conditions incorporated therein, together with any related exhibits, schedules, attachments, and incorporated documents (collectively, the "Agreement");

WHEREAS, the Agreement provides for Flock's provision of services to the Customer;

WHEREAS, Customer has requested that Flock and Customer memorialize certain customer-specific restrictions and clarifications regarding Flock's use of Customer Data associated with the Customer's deployment; and

WHEREAS, this Addendum is entered into at Customer's request to document Customer's operational and policy preferences for the handling of Customer Data and to clarify the Parties' mutual understanding regarding Flock's permitted and prohibited uses of Customer Data;

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

"Agreements" means the Flock Safety Agreements between the Parties effective February 28, 2025, and July 29, 2025, including the Order Forms, the Flock Safety Terms and Conditions **(last updated February 16, 2026, available at https://www.flocksafety.com/legal/terms-and-conditions)** incorporated therein, and any exhibits, schedules, attachments, incorporated online terms, policies, or other documents, as modified by this Addendum.

"Customer Data" has the meaning set forth in the Agreements.

Docusign Envelope ID: 97B5EE7D-4558-852E-8358-9ECE25E42A4B

2. Order of Precedence

In the event of any conflict or inconsistency between this Addendum and the Agreements, this Addendum controls with respect to Customer Data. No provision of the Agreements, including any Order Form, Terms and Conditions, online terms, successor terms, or later-posted online terms, shall authorize Flock to use Customer Data in a manner prohibited by this Addendum unless expressly agreed to in writing and signed by an authorized representative of the Customer.

3. Amendment to Section 4.1; Permitted Purpose

As applied to Customer and Customer Data, the following sentence of Section 4.1 of the Flock Safety Terms and Conditions shall be amended to read:

> "Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services only as permitted by this Addendum; provided that Flock may not use Customer Data to train or improve any machine learning or AI models."

Flock acknowledges and agrees that, as to Customer and Customer Data:

a. Flock will not use footage from Customer's Hardware to train or improve any machine learning or AI models. For the avoidance of doubt, Flock will use non-footage data to support and improve Flock's products and services, including but not limited to, monitoring, evaluating, and improving hardware based on device metrics, as needed.

b. Flock will use Customer Data solely in accordance with this Addendum.

c. As applied to Customer and Customer Data, the defined term "Permitted Purpose" in the Flock Safety Terms and Conditions is limited to the law enforcement purposes authorized by Idaho Code § 49-1432.

4. No Other Amendment

Except as expressly modified by this Addendum, the Agreement remains in full force and effect. This Addendum is limited to the subject matter addressed herein and does not otherwise modify the Parties' rights or obligations under the Agreement.

Docusign Envelope ID: 97B5EE7D-4558-852E-8358-9ECE25E42A4B

5. Counterparts and Electronic Signatures

This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered by electronic signature, PDF, facsimile, or other electronic means shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Addendum No. 1 as of the Addendum Effective Date.

CITY OF IDAHO FALLS

By: _____
Lisa M. Burtenshaw, Mayor of the City of Idaho Falls

Date: _____

ATTEST

By: _____
Linda Lundquist, City Clerk

Date: _____

FLOCK GROUP INC.

Signed by:
By: _____
1024FAF1F68A40F...
Dan Haley, Chief Legal Officer
Date: 7/13/2026

Docusign Envelope ID: B00AD04A-7C53-48C8-B0E1-56940AE6363C

I A S E O R D E R

P.O. #: 117927
DATE: 02/26/25

AUTHORIZED BY _____
PURCHASING AGENT

TO: FLOCK SAFETY
PO BOX 121923
DALLAS, TX 75312-1923

SHIP TO:
CITY OF IDAHO FALLS
POLICE DEPT / CHIEF'S OFF
775 NORTHGATE MILE
PO BOX 50220
IDAHO FALLS, ID 83401

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.
9081			97175	001-2005-511.65-00

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			As Per order form/agreement signed/dated 2-26-2025		
1	39800.00	DL	FLOCK SAFETY PLATFROM Solar LPR combo bundle Flock Safety Falcon Solar Falcon Solar Falcon	1.0000	39800.00
2	400.00	DL	FLOCK SAFETY PROFESSIONAL SERVICES existing infrastructure implementation fee solar bundle implementation fee Exhibit A order form	1.0000	400.00
3	1.00	EA	ANNUAL RECURRING LINE RESERVED FOR ANNUAL RECURRING YEAR AT $39,800	1.0000	1.00

SUB-TOTAL	40201.00
TOTAL	40201.00

Docusign Envelope ID: B00AD04A-7C53-48C8-B0E1-56940AE6363C

Flock Safety + ID - Idaho Falls PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
David Johnson
david.johnson@flocksafety.com
+12067157607

flock safety

Docusign Envelope ID: B00AD04A-7C53-48C8-B0E1-56940AE6363C

EXHIBIT A
ORDER FORM

Customer:	ID - Idaho Falls PD	Initial Term:	24 Months
Legal Entity Name:	ID - Idaho Falls PD	Renewal Term:	24 Months
Accounts Payable Email:	btrimble@idahofalls.gov	Payment Terms:	Net 30
Address:	605 N Capital Ave Idaho Falls, Idaho 83402	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$39,800.00**
Flock Safety Bundles			
Solar LPR Combo Bundle	Included	2	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	9	Included
Solar Falcon ® LR	Included	2	Included
Solar Falcon®	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	$0.00	9	$0.00
Professional Services - Solar Bundle Implementation Fee	$200.00	2	$400.00

Subtotal Year 1:	$40,200.00
Annual Recurring Subtotal:	$39,800.00
Discounts:	$2,750.00
Estimated Tax:	$0.00
Contract Total:	$80,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Docusign Envelope ID: B00AD04A-7C53-48C8-B0E1-56940AE6363C

Special Terms:

"A. Non-discrimination.

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

B. Anti-Boycott Against Israel Act.

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

C. Certification of No Chinese Ownership.

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

Docusign Envelope ID: B00AD04A-7C53-48C8-B0E1-56940AE6363C

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$40,200.00
Annual Recurring after Year 1	$39,800.00
Contract Total	$80,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$2,750.00

Docusign Envelope ID: B00AD04A-7C53-48C8-B0E1-56940AE6363C

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar LPR Combo Bundle	One solar-powered fixed long-range camera and one solar-powered, standard-range LPR camera on the same pole
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Falcon ® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Solar Falcon®	Standard range license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

Docusign Envelope ID: B00AD04A-7C53-48C8-B0E1-56940AE6363C

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 2/28/2025

Customer: ID - Idaho Falls PD

By:

Name: Tim McCamman

Title: AP/Procurement Sup

Date: 2-26-25

PO Number: 117927

Docusign Envelope ID: 353E88B9-D78E-4DCF-B132-E088C3B57D07

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	ID - Idaho Falls PD	Initial Term:	24 Months
Legal Entity Name:	ID - Idaho Falls PD	Renewal Term:	24 Months
Accounts Payable Email:	tmccammon@idahofalls.gov	Payment Terms:	Net 45
Address:	605 N Capital Ave Idaho Falls, Idaho 83402	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$25,000.00**
Flock Safety Video Products			
Flock Mobile Security Trailer - Subscription	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$25,000.00
Annual Recurring Subtotal:	$25,000.00
Estimated Tax:	$0.00
Contract Total:	$50,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

- Flock
- Trailer

Docusign Envelope ID: 353E88B9-D78E-4DCF-B132-E088C3B57D07

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	$25,000.00
Annual Recurring after Year 1	$25,000.00
Contract Total	$50,000.00

*Tax not included

Docusign Envelope ID: 353E88B9-D78E-4DCF-B132-E088C3B57D07

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down

Docusign Envelope ID: 353E88B9-D78E-4DCF-B132-E088C3B57D07

TRAILER AS A SERVICE PROGRAM FOR FLOCK SAFETY MOBILE SECURITY TRAILERS

WHEREAS, Customer has an interest in employing a public safety device to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock Safety offers a mobile security deterrence package to be considered part of the ("**Flock Services**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. GENERAL TERMS OF DELIVERY AND SERVICE.

1.1 Mobile Security Trailer Deterrence Package. By executing this document, the Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation (**"Flock Safety Mobile Security Trailer"**). The Flock Safety Mobile Security Trailer shall include certain agreed-upon trailer hardware (**"Trailer Hardware"**), integrated Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

1.2 Delivery. The delivery of the Flock Safety Mobile Security Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties. **("Delivery Point")**. Delivery of the Flock Safety Mobile Security Trailer to the agreed-upon Delivery Point shall be entirely at Flock's (as defined below) risk and expense. The sales order shall include the shipping terms, all required business information of the Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order **("Sales Order")**. If for any reason the Customer fails to accept delivery of the Flock Safety Mobile Security Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Safety Mobile Security Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Safety Mobile Security Trailer; and (ii) the Flock Safety Mobile Security Trailer shall be deemed to have been delivered. Once the Flock Safety Mobile Security Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Safety Mobile Security Trailer by all Authorized Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Safety Mobile Security Trailer for any reason, Flock shall bear no responsibility for reassembly.

1.3 Trailer Hardware. The Parties hereby acknowledge and agree that: **A)** Flock Safety expressly disclaims any implied warranty as to the fitness for a particular purpose and any other warranties, implied or otherwise, related to the Trailer Hardware; **B)** Flock Safety shall maintain full ownership of the Trailer Hardware and the Trailer Hardware shall be subject to the terms and conditions set forth in the Agreement; and **C)** The Customer shall be responsible for providing Flock Safety with prompt written notice requesting warranty claim support within a commercially reasonable amount of time from when the Customer has actual or constructive knowledge of the need for support and/or maintenance; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Trailer Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.4 Flock Hardware. The Parties hereby agree and acknowledge that: **A)** Flock Safety Hardware as listed and agreed upon under the Order Form shall be subject to the terms and conditions set forth in the Agreement; **B)** Flock Safety maintains ownership of all the Flock Hardware; **C)** Flock Safety shall be fully responsible for supporting the hardware and software components related to the Flock Hardware including but not limited to

Docusign Envelope ID: 353E88B9-D78E-4DCF-B132-E088C3B57D07

troubleshooting, warranty claim support, and other related or corresponding activities as set forth in the Agreement; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Flock Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.5 Risk of Loss. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Safety Mobile Security Trailer.

2. **FLOCK SAFETY FEES.** The Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form.

3. **TERM.** Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement (the **"Term"**).

Docusign Envelope ID: 353E88B9-D78E-4DCF-B132-E088C3B57D07

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 7/29/2025

Customer: ID - Idaho Falls PD

By: BJ-

Name: Bryce Johnson

Title: Chief of Police

Date: 7-29-25

PO Number: NA, will have in Oct 2025

Memorandum

File #: 26-261 **City Council**

DATE: Wednesday, July 22, 2026
AGENDA: Regular
FROM: Zachary Jones, City Attorney
DEPARTMENT: City Attorney

Title
Settlement and Release Agreement with the Oloff Revocable Trust

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

Action(s) Requested:
Approve the settlement and release agreement with the Oloff Revocable Trust and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
The City is currently involved in litigation in *Cutler v. City*, CV10-23-4845. At a Work Session held on May 4, 2026, Council authorized the City Attorney to negotiate a settlement with the Oloff Revocable Trust, which is a party to the litigation. The attached settlement and release agreement provides that the City shall dismiss the Oloff Revocable Trust from the litigation with prejudice, along with an agreement for both the City and the Oloff Revocable Trust to abide by the outcome of the litigation, whether decided by the Court or resolved through settlement with the remaining parties, as it concerns the roadway that is the subject of the lawsuit and any easement over the roadway. This settlement and release agreement will save time and resources for both the City and the Oloff Revocable Trust.

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("***Agreement***") is made effective as of the date it is fully executed ("***Effective Date***"), by and among the following:

(i) James L. Oloff and Betty C. Oloff, as Trustees of the Oloff Revocable Trust ("***Oloffs***"); and

(ii) City of Idaho Falls, a political subdivision of the State of Idaho ("***City***").

Together, the Oloffs and the City will be referred to as the "Parties" and, individually, as a "Party." The other litigants in this case, who are not a party to this Agreement, are William Dalley Cutler and June A. Cutler, husband and wife ("***Cutlers***"); John Van Deventer and Karen Van Deventer, husband and wife ("***Van Deventers***"); and William Koester, an individual ("***Koester***"), who collectively are referred to as the "***Remaining Landowners***."

RECITALS

A. On September 29, 2023, the Cutlers initiated a legal action in the Seventh Judicial District of the State of Idaho, Bonneville County (Case No. CV10-23-4845), by filing a verified complaint ("***Complaint***") against the City, seeking, among other relief, a declaratory judgment that a certain stretch of roadway in Idaho Falls running across the Oloffs' and the Remaining Landowners' real property is a private drive and not a public right-of-way. The "Oloffs' Property" is at 3625 Koester Road, Idaho Falls, Idaho 83402, Bonneville County Parcel No. 7350423.

B. On October 25, 2023, the City filed an answer and counterclaim/third-party complaint, asserting certain counterclaims against the Cutlers and third-party claims against the Van Deventers, the Oloffs, and Koester ("***Counterclaim/Third-Party Complaint***"). The disputes, claims, causes of action, and defenses asserted by or arising from the Complaint and the Counterclaim/Third-Party Complaint are referred to collectively herein as the "***Lawsuit***".

C. The City and the Oloffs now desire to set conditions and terms to settle amicably the Lawsuit as well as all claims and disputes among them relating to and/or arising out of the matters at issue in the Lawsuit.

AGREEMENT

NOW THEREFORE, in consideration of the promises made herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Oloffs agree as follows:

1. **<u>Settlement of Claims and Counterclaims</u>**. The intent of this Agreement is to allow the Oloffs to be dismissed from the Lawsuit, thereby saving both Parties time and resources, but with the resolution of the claims and counterclaims in this Lawsuit as it concerns the Oloffs' Property to be decided by the outcome of the litigation with the Remaining Landowners. In other words, the Parties agree to be bound by the outcome of the Lawsuit such that the court's ruling

therein as it relates to the nature of the subject roadway and/or any easement thereover, including entry of any injunction related to the subject roadway, shall apply equally to the Oloffs' Property. If the Lawsuit is resolved through a settlement agreement reached between the City and the Remaining Landowners, the Parties agree to be bound by the settlement agreement to the extent the settlement agreement pertains to the subject roadway and/or any easement thereover so long as the City provides timely, actual notice to the Oloffs of the settlement negotiations and the terms thereof ("***Notice***") and gives the Oloffs the opportunity to participate in the settlement discussions and: (a) the Oloffs participate in those discussions and are a party to the resulting settlement; (b) the Oloffs provide written notice to the City of their intent not to participate in the settlement; or (c) the Oloffs fail to notify the City within 14 days of receipt of the Notice of their intent relating to participation in the settlement discussions. Additionally, the Parties agree that, regardless of the resolution of the Lawsuit, whether resolved by litigation or settlement, each Party to this Agreement agrees to waive all claims for damages and attorney's fees associated with this Lawsuit against the other Party.

2. **Dismissal of Oloffs from the Lawsuit**. The City shall file a Stipulated Dismissal With Prejudice of the Oloffs from the Lawsuit, with each Party to bear their own fees and costs, within five (5) court days of the Effective Date of this Agreement. Nothing in this Agreement, including any dismissal of the Oloffs pursuant to this Agreement, shall be construed as preventing the City or any Remaining Landowner from issuing a lawful subpoena or subpoena duces tecum to James L. Oloff or Betty C. Oloff, either in their individual capacities or as trustees of the Oloff Revocable Trust, to attend a deposition, testify, or provide documents or other evidence in the Lawsuit.

3. **Mutual Release**.

3.1. In consideration of the mutual promises, covenants, and conditions of the Parties under this Agreement, effective upon the Effective Date, each Party, on behalf of itself and its respective present and former direct and indirect officers, officials, principals, employees, agents, representatives, heirs, successors, and assigns, as applicable (collectively, "***Releasors***"), hereby fully, finally, and forever releases, acquits, and discharges the other Party and its respective present and former direct and indirect officers, officials, principals, employees, agents, representatives, heirs, successors, and assigns, as applicable (collectively, "***Releasees***"), of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, obligations, costs, expenses, liens, controversies, agreements, promises, damages, judgments, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, at law or in equity (collectively, "***Claims***"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the Effective of this Agreement arising out of or relating to the matters described herein, except for any Claims

relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement. The release herein includes any and all Claims that may be or could have been filed by or on behalf of any Party prior to the date hereof with any federal or state court, any federal, state, or local agency, or any arbitrator or other alternative dispute resolution administrator relating to the matters at issue in the Lawsuit.

3.2. Each Releasor understands that it may later discover Claims or facts that may be different from, or in addition to, those that it or any other Releasor now knows or believes to exist regarding the subject matter of the release contained in this Section 3, and which, if known at the time of signing this Agreement, may have materially affected this Agreement and such Party's decision to enter into it and grant the release contained in this Section 3. Nevertheless, the Releasors intend to fully, finally, and forever settle and release all Claims that now exist, may exist, or previously existed, as set out in the release contained in this Section 3, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Releasors hereby waive any right or Claim that might arise as a result of such different or additional Claims or facts.

4. Covenant Not to Sue. Each Party agrees on behalf of itself and its respective former direct and indirect officers, officials, principals, employees, agents, representatives, heirs, successors, and assigns, as applicable, not to institute any claim, demand, action, cause of action, suit, or charge before any court or administrative agency based in whole or in part on any facts or circumstances occurring prior to the date of execution hereof that are released by this Agreement. If any Party violates this Section 4 by bringing a suit, claim, demand, cause of action, or charge precluded by this Agreement, the Party instituting such a proceeding agrees to pay all costs and expenses incurred by the other Party in defending such a proceeding, including reasonable attorneys' fees and legal costs.

5. No Admission of Liability. The Parties acknowledge that in making this settlement, they do so in compromise of disputed claims and defenses. The making of this settlement does not constitute an admission of liability by any Party. The Parties further acknowledge that the agreements herein constitute a complete compromise of matters involving disputed issues of law and fact with respect to the claims asserted in the Lawsuit. The Parties assume the risk that the facts or law may be other than the other Parties believe. The Parties enter this Agreement merely to resolve the Lawsuit to the extent it concerns the Oloffs. The Parties agree that any change in the nature and extent of the damages alleged will have no effect upon the terms, conditions or validity of this Agreement. Each of the Parties denies any and all liability to one another in connection with the issues in relation to the Lawsuit. Instead, the Parties intend merely to avoid further litigation. The Parties further expressly assume the risk of any and all Claims that exist as of the Effective Date, but of which the Parties do not know or suspect to exist, whether

through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Agreement.

6. **Costs and Fees**. As to fees and costs incurred prior to the date hereof, each Party will bear its respective costs and fees, including attorneys' fees incurred in the settlement of this matter. In the event that litigation is needed to enforce the terms of this Agreement, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees and costs in addition to any damage award.

7. **Consultation with Attorney**. The Parties hereby acknowledge that they have a right to consult an attorney and that they have specifically consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement they hereby waive their right to do so. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing the Agreement. Each Party hereby expressly represents that that Party is entering into this Agreement freely and voluntarily.

8. **Authorization to Settle**. Each Party represents and warrants that it is authorized and has the right to compromise and settle the claims and defenses involved and/or related to the Lawsuit, including any Claims. Each Party represents and warrants that no other person or entity has any interest in their Claims, demands, obligations, or causes of action referred to in this Agreement. Any tax consequence by a Party is that Party's to bear.

9. **Further Assurances**. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions within a reasonable time which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

10. **Modification, No Waiver**. No amendment or modification to this Agreement shall be valid or binding unless it is in writing and executed by each of the Parties. No waiver of any provision of this Agreement shall be valid or binding unless it is signed by the Party giving the waiver. No waiver of a breach of any provision of this Agreement will constitute a waiver of another breach of the same provision or a breach of any other provision of this Agreement.

11. **Good Faith Agreement**. The Parties acknowledge and agree that this Agreement reflects an arm's length resolution of the Lawsuit to the extent it concerns the Oloffs and was mutually drafted and entered into freely by the Parties with the advice of counsel. In the event that any ambiguity is found to exist in any provision of this Agreement, such ambiguity is not to be construed by any doctrine calling for the construction of ambiguities against the drafter of the document.

12. **Governing Law and Forum**. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, exclusive of the choice of law provisions thereof. In the event any action is brought to interpret or enforce the terms of this Agreement, such action shall be brought in the state or federal courts serving Bonneville County, Idaho.

13. **Entire Agreement and Severability**. This Agreement constitutes the entire agreement among the Parties, and there are no other understandings or agreements, written or oral, among them on the subject. Except for Section 1, should any provision of any other Section of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Parties agree that the remaining provisions shall remain in full force and effect. Should Section 1 be found invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall also be found invalid or unenforceable.

14. **Miscellaneous**. Separate copies of this Agreement constitute original documents, which may be signed separately but which together constitute a single agreement. This Agreement is not binding on any Party until signed by all Parties or their representatives. This Agreement is effective as of the date of the last signature. This Agreement may be signed by electronic means.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the last date set forth below.

OLOFFS:

Oloff Revocable Trust

By: James L. Oloff
James L. Oloff, Trustee

Date: 7-20-2026

By: Betty C Oloff
Betty C. Oloff, Trustee

Date: 7-20-2026

CITY:

City of Idaho Falls, a political subdivision of the State of Idaho.

Agreed to by the City Council and by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2026.

ATTEST:

_____ _____

LINDA LUNDQUIST, CITY CLERK LISA M. BURTENSHAW, MAYOR

(SEAL)

Memorandum

File #: 26-255 **City Council**

DATE: Tuesday, July 21, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

Title
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Westbrook Estates Division No. 1.

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

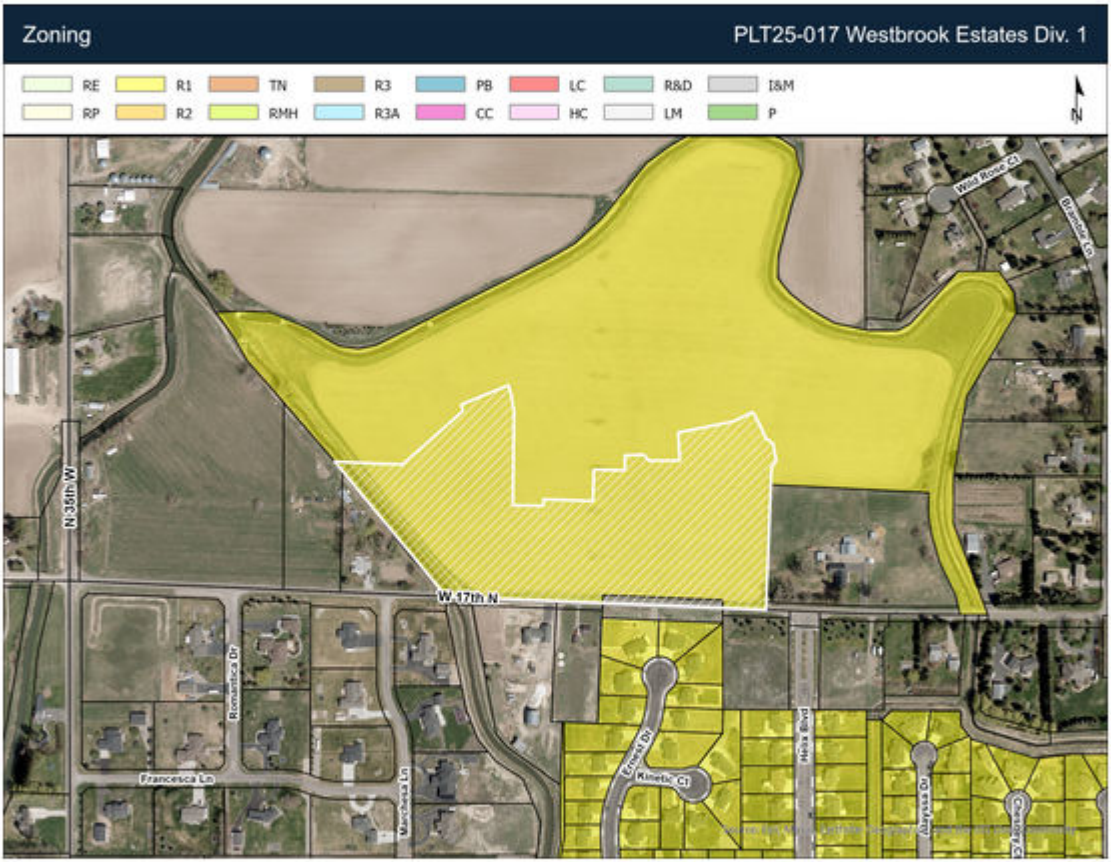
Action(s) Requested:
1. Approve the Development Agreement for the Final Plat for Westbrook Estates Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Approve the Final Plat for Westbrook Estates 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 Westbrook Estates 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 Westbrook Estates Division No. 1. The Planning and Zoning Commission considered this item at its August 5, 2025, 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
PLT25-017 Westbrook Estates Div. 1
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
N 35th W
W 17th N
Romantica Dr
Francesca Ln
Mariposa Ln
Emerald Dr
Kinetic Ct
Helix Blvd
Wild Rose Ct
Briarstone Ln
Harlequin Dr
Century Ct

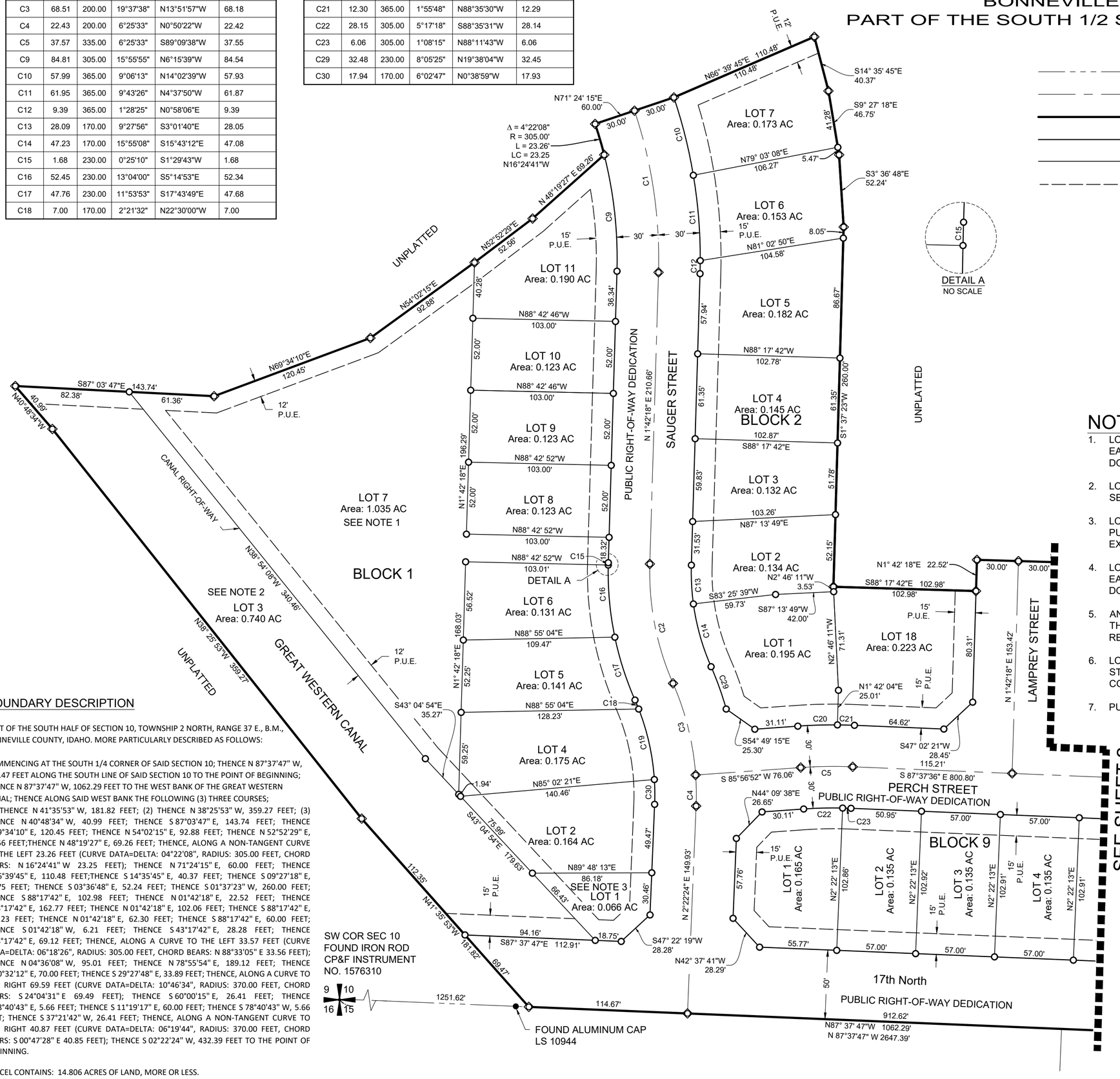

Aerial
PLT25-017 Westbrook Estates Div. 1
W 17th N
Francesca Ln
Kinetic Ct
Helix Blvd

WESTBROOK ESTATES

DIVISION NO. 1,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTH 1/2 SECTION 10 , T2N, R37 E., B.M.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	118.70	335.00	20°18'03"	N8°26'44"W	118.08
C2	88.61	200.00	25°23'04"	S10°59'14"E	87.89
C3	68.51	200.00	19°37'38"	N13°51'57"W	68.18
C4	22.43	200.00	6°25'33"	N0°50'22"W	22.42
C5	37.57	335.00	6°25'33"	S89°09'38"W	37.55
C9	84.81	305.00	15°55'55"	N6°15'39"W	84.54
C10	57.99	365.00	9°06'13"	N14°02'39"W	57.93
C11	61.95	365.00	9°43'26"	N4°37'50"W	61.87
C12	9.39	365.00	1°28'25"	N0°58'06"E	9.39
C13	28.09	170.00	9°27'56"	S3°01'40"E	28.05
C14	47.23	170.00	15°55'08"	S15°43'12"E	47.08
C15	1.68	230.00	0°25'10"	S1°29'43"W	1.68
C16	52.45	230.00	13°04'00"	S5°14'53"E	52.34
C17	47.76	230.00	11°53'53"	S17°43'49"E	47.68
C18	7.00	170.00	2°21'32"	N22°30'00"W	7.00

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C19	52.36	170.00	17°38'52"	N12°29'48"W	52.16
C20	28.64	365.00	4°29'44"	S88°11'44"W	28.63
C21	12.30	365.00	1°55'48"	N88°35'30"W	12.29
C22	28.15	305.00	5°17'18"	S88°35'31"W	28.14
C23	6.06	305.00	1°08'15"	N88°11'43"W	6.06
C29	32.48	230.00	8°05'25"	N19°38'04"W	32.45
C30	17.94	170.00	6°02'47"	N0°38'59"W	17.93



LEGEND

- SECTION CONTROL LINE
- CENTERLINE STREET
- SURVEYED PLAT BOUNDARY LINE
- PUBLIC RIGHT-OF-WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- 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 MONUMENT AS NOTED

CP&F	CORNER PERPETUATION AND FILING RECORD
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
AC	ACRES
DIV.	DIVISION

NOTES

1. LOT 7 BLOCK 1 IS GRANTED AS A PUBLIC STORM WATER EASEMENT IN ITS ENTIRETY PURSUANT TO EXECUTION OF THIS DOCUMENT.
2. LOT 3 BLOCK 1 IS EXISTING CANAL RIGHT-OF-WAY IN ITS ENTIRETY. SEE CANAL RIGHT-OF-WAY CERTIFICATION ON SHEET 3.
3. LOT 1 BLOCK 1 IS GRANTED AS A PUBLIC PRESSURE IRRIGATION PUMP STATION EASEMENT IN ITS ENTIRETY PURSUANT TO EXECUTION OF THIS DOCUMENT.
4. LOT 1 BLOCK 8 IS GRANTED AS A PUBLIC STORM WATER EASEMENT IN ITS ENTIRETY PURSUANT TO EXECUTION OF THIS DOCUMENT.
5. ANNEXED WITH INITIAL ZONING OF R1 RESIDENTIAL. LOTS BELOW THE MINIMUM SQUARE FOOTAGE REQUIREMENTS OF R1 WILL BE REQUIRED TO BE SINGLE FAMILY ATTACHED DWELLINGS.
6. LOTS 1-14 BLOCK 9 WILL ONLY HAVE ACCESS FROM PERCH STREET AND NOT HAVE ACCESS TO 17th NORTH ALONG ANY LOTS' COINCIDENT BOUNDARY.
7. PUBLIC RIGHT-OF-WAY DEDICATION OF 5.390 ACRES.

BOUNDARY DESCRIPTION

PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 37 E., B.M., BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N 87°37'47" W, 333.47 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING; THENCE N 87°37'47" W, 1062.29 FEET TO THE WEST BANK OF THE GREAT WESTERN CANAL; THENCE ALONG SAID WEST BANK THE FOLLOWING (3) THREE COURSES; (1) THENCE N 41°35'53" W, 181.82 FEET; (2) THENCE N 38°25'53" W, 359.27 FEET; (3) THENCE N 40°48'34" W, 40.99 FEET; THENCE S 87°03'47" E, 143.74 FEET; THENCE N 69°34'10" E, 120.45 FEET; THENCE N 54°02'15" E, 92.88 FEET; THENCE N 52°52'29" E, 52.56 FEET;THENCE N 48°19'27" E, 69.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT 23.26 FEET (CURVE DATA=DELTA: 04°22'08", RADIUS: 305.00 FEET, CHORD BEARS: N 16°24'41" W 23.25 FEET); THENCE N 71°24'15" E, 60.00 FEET; THENCE N 66°39'45" E, 110.48 FEET;THENCE S 14°35'45" E, 40.37 FEET; THENCE S 09°27'18" E, 46.75 FEET; THENCE S 03°36'48" E, 52.24 FEET; THENCE S 01°37'23" W, 260.00 FEET; THENCE S 88°17'42" E, 102.98 FEET; THENCE N 01°42'18" E, 22.52 FEET; THENCE S 88°17'42" E, 162.77 FEET; THENCE N 01°42'18" E, 102.06 FEET; THENCE S 88°17'42" E, 103.23 FEET; THENCE N 01°42'18" E, 62.30 FEET; THENCE S 88°17'42" E, 60.00 FEET; THENCE S 01°42'18" W, 6.21 FEET; THENCE S 43°17'42" E, 28.28 FEET; THENCE S 88°17'42" E, 69.12 FEET; THENCE, ALONG A CURVE TO THE LEFT 33.57 FEET (CURVE DATA=DELTA: 06°18'26", RADIUS: 305.00 FEET, CHORD BEARS: N 88°33'05" E 33.56 FEET); THENCE N 04°36'08" W, 95.01 FEET; THENCE N 78°55'54" E, 189.12 FEET; THENCE N 60°32'12" E, 70.00 FEET; THENCE S 29°27'48" E, 33.89 FEET; THENCE, ALONG A CURVE TO THE RIGHT 69.59 FEET (CURVE DATA=DELTA: 10°46'34", RADIUS: 370.00 FEET, CHORD BEARS: S 24°04'31" E 69.49 FEET); THENCE S 60°00'15" E, 26.41 FEET; THENCE N 78°40'43" E, 5.66 FEET; THENCE S 11°19'17" E, 60.00 FEET; THENCE S 78°40'43" W, 5.66 FEET; THENCE S 37°21'42" W, 26.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT 40.87 FEET (CURVE DATA=DELTA: 06°19'44", RADIUS: 370.00 FEET, CHORD BEARS: S 00°47'28" E 40.85 FEET); THENCE S 02°22'24" W, 432.39 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 14.806 ACRES OF LAND, MORE OR LESS.

0 25 50 100

SCALE: 1" = 50'
@ 18" x 24" ONLY

PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M JOLLEY

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
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
SWR	HLE	CMJ
JOB NO:	2025-554	
DATE:	OCTOBER 2025	
REVISIONS		DATE

SUBDIVISION PLAT
WESTBROOK ESTATES DIVISION NO. 1

PART OF THE SOUTH 1/2 OF SEC. 10, T. 2 N., R. 37 E., B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 3 SHEETS

Z:\Projects\00-2025 Projects\25-554 Westbrook Division 1 & 2\3-CAD\Survey\25-554 Westbrook Final Plat Div 1.dwg

WESTBROOK ESTATES

DIVISION NO. 1,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTH 1/2 SECTION 10 , T2N, R37 E., B.M.

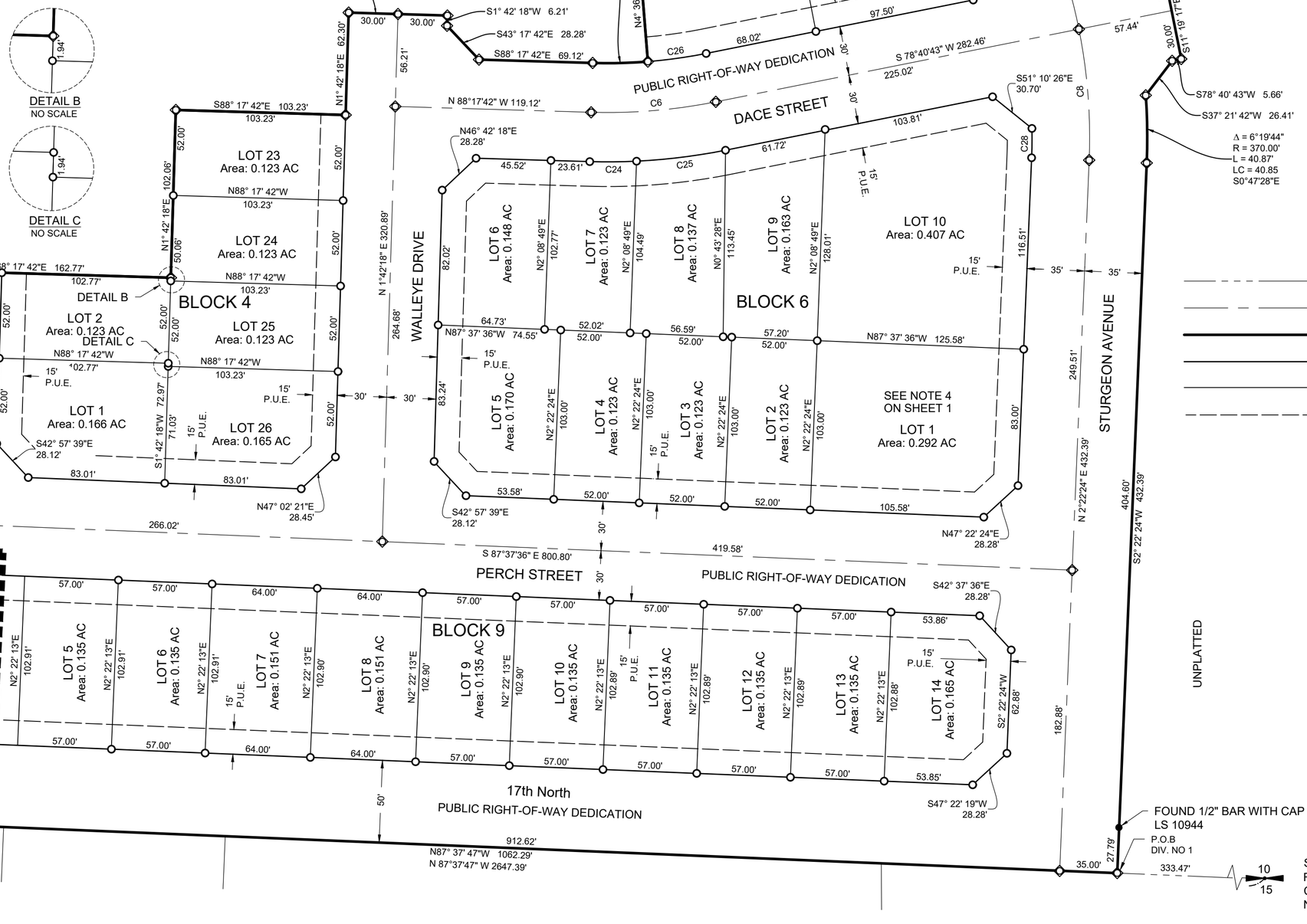
BASIS OF BEARINGS

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 DIVIDE THIS PROPERTY INTO LOTS AND BLOCKS. THE CITY OF IDAHO FALLS 2004 CONTROL WAS USED IN THIS SURVEY. THE SOUTH BOUNDARY LINE IS BASED ON FOUND MONUMENTS AT THE SOUTH 1/4 CORNER AND SOUTHWEST CORNER OF SECTION 10. THE WEST LINE IS BASED ON THE WEST BANK OF THE GREAT WESTERN CANAL. THE EAST LINE IS BASED ON FOUND AND/OR RETRACED MONUMENTS ESTABLISHED BY RECORD OF SURVEY INSTRUMENT NO. 1668229.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C6	76.16	335.00	13°01'35"	N85°11'31"E	76.00
C7	106.07	335.00	18°08'31"	N20°23'32"W	105.63
C8	80.07	335.00	13°41'41"	N4°28'26"W	79.88
C24	28.46	365.00	4°28'02"	N89°28'17"E	28.45
C25	54.53	365.00	8°33'33"	N82°57'30"E	54.47
C26	35.77	305.00	6°43'09"	N82°02'18"E	35.75
C27	41.13	300.00	7°51'19"	N25°32'08"W	41.10
C28	17.85	300.00	3°24'29"	N0°40'09"E	17.84



LEGEND

- SECTION CONTROL LINE
- CENTERLINE STREET
- SURVEYED PLAT BOUNDARY LINE
- PUBLIC RIGHT-OF-WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- 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 1/2" IRON ROD AS NOTED

CP&F	CORNER PERPETUATION AND FILING RECORD
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
AC	ACRES
DIV.	DIVISION

PROFESSIONAL LAND SURVEYOR REGISTERED 15571 STATE OF IDAHO CLINT M JOLLEY

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hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
SWR	HLE	CMJ
JOB NO:	2025-554	
DATE:	OCTOBER 2025	

REVISIONS	DATE

SUBDIVISION PLAT
WESTBROOK ESTATES DIVISION NO. 1
PART OF THE SOUTH 1/2 OF SEC. 10, T. 2 N., R. 37 E., B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 2 OF 3 SHEETS

Z:\Projects\00-2025 Projects\25-554 Westbrook Division 1 & 2\3-CAD\Survey\25-554 Westbrook Final Plat Div 1.dwg

WESTBROOK ESTATES

DIVISION NO. 1,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTH 1/2 SECTION 10 , T2N, R37 E., B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT WESTBROOK ESTATES, 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 AS LOT 18, BLOCK 1 AND LOT 4, BLOCK 3 HEREON, EXISTS 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 C, 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

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

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

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED OTTILIA BALLO, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY OF IDAHO LAND HOLDING LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

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___.

IDAHO LAND HOLDING LLC

_____
OTTILIA BALLO, MANAGING MEMBER

ATTACHED HOMES NOTIFICATION

LOTS 1-11, BLOCK 1, LOTS 1-7 AND 18, BLOCK 2, LOTS 21 AND 22, BLOCK 3, LOTS 1 AND 2, 23-26, BLOCK 4, LOTS 1-10, BLOCK 6, LOTS 1-14, BLOCK 9 ARE PLATTED FOR USE BY ATTACHED SINGLE UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

IRRIGATION 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. 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 CLERK

_____ _____
CITY ENGINEER
JONATHAN W. KNOWLES, PE 14787
CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, IDAHO LAND HOLDING LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS WESTBROOK ESTATES 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 RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, 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__.

IDAHO LAND HOLDING LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
OTTILIA BALLO, MANAGING MEMBER

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 WESTBROOK ESTATES 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_____

PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M JOLLEY

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
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
SWR	HLE	CMJ

JOB NO: 2025-554
DATE: OCTOBER 2025

REVISIONS	DATE

PLAT
WESTBROOK ESTATES DIVISION NO. 1
PART OF THE SOUTH 1/2 OF SEC. 10, T. 2 N., R. 37 E., B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 3
OF 3 SHEETS

Z:\Projects\00-2025 Projects\25-554 Westbrook Division 1 & 2\3-CAD\Survey\25-554 Westbrook Final Plat Div 1.dwg

STAFF REPORT

FINAL PLAT
Westbrook Estates Division No. 1

July 30, 2026

IDAHO FALLS

Community Development Services

Applicant: HLE, Inc.

Project Manager: Caitlin Long

Property Owner: Idaho Land Holding LLC

Location: Generally, north of West 17th North, east of the Great Western Canal, south of the East Lateral Canal, and west of Bramble Ln

Size: Approx. 14.806 acres
Lots: 51
Buildable: 48

Existing Zoning:
Site: R1
North: R1
South: County A-1/R1
East: R1
West: County A-1

Existing Land Uses:
Site: Vacant
North: Agricultural
South: Ag/Residential
East: Residential/Vacant
West: Agriculture

Future Land Use Map:
Suburban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **approve** of the final plat for Westbrook Estates Division No. 1.

History: The property was annexed into the City in July 2024 with an initial zoning of R1, Single Dwelling Residential. A preliminary plat was approved in March 2025.

Staff Comments: This final plat consists of approximately 14.806 acres with a total of 48 buildable lots. This plat consists of the following Local streets; Sauger, Perch, Lamprey, Walleye and Dace, as well as a 70ft Residential Collector, Sturgeon Avenue. Lots 1-14 in Block 9, while they do face W 17th N, a Minor Arterial, will only be able to be accessed from Perch St. Division 1 will also include a storm pond lot. The lot size in this Division permits the lots to be less that the required minimum lot size as they are single unit attached, no more than three, per the R1 zone.

The R1 Zone is characterized by a residential zone with a more walkable development pattern, somewhat smaller lot widths and a somewhat denser residential environment. The principal uses for the R1 zone are single detached and attached dwelling units. All lots and blocks are consistent with the approved preliminary plat except Lot 1 and 11 of Block 6, though they still mee the requirements of the zone.

The Comprehensive Plan identifies this area as Suburban which denotes residential areas that contain various housing types, generally including detached and attached single unit dwellings. Residential development should include a mix of housing types, price points and sizes. The R1 Zone is consistent with the Suburban Transect.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and the approved preliminary plat. Staff also finds that the final plat complies with the requirements of the Subdivision and Comprehensive Zoning Ordinances and recommends approval of Westbrook Estates Division No. 1.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	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 residential lots shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures 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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Sturgeon – Residential Collector Sauger, Perch, Lamprey, Walleye, Dace – Local Street

Subdivision Ordinance:

10-1-5: GENERAL SUBDIVISION STANDARDS
Meets all standards.

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES.

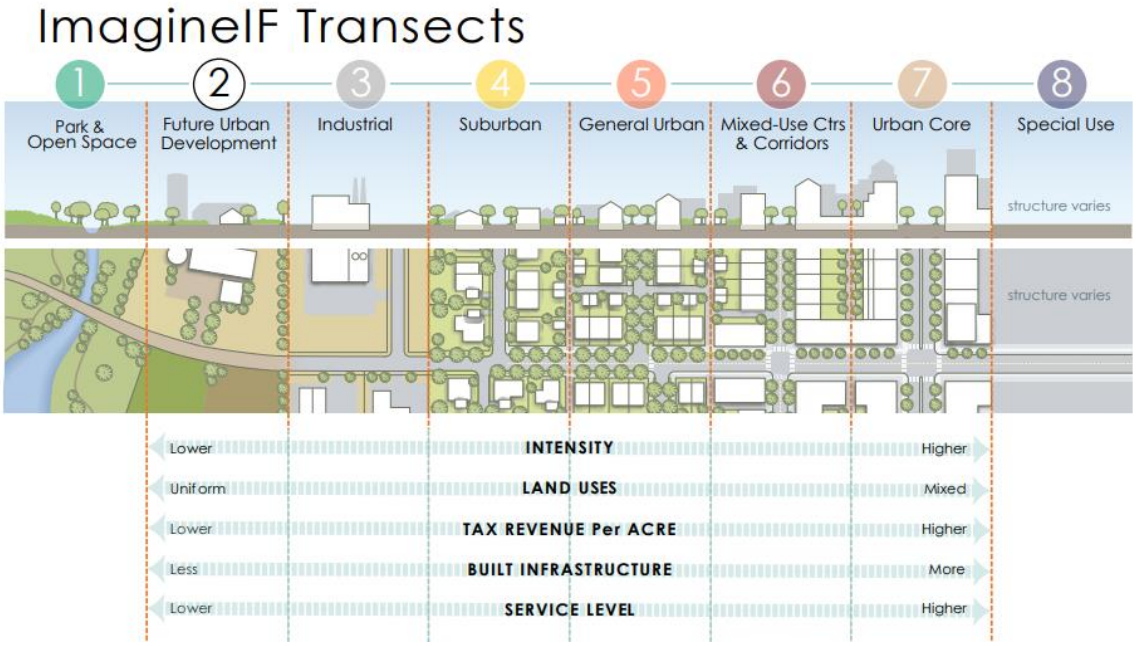
(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			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)





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

August 5, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Matthew Meehan, Arnold Cantu, Forrest Ihler.

MEMBERS ABSENT: Dale Storer, Bill Scott

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Naysha Foster Planner, Caitlin Long Planner, David Peterson Planner; Jacob Beck, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

MINUTES: Canut moved to accept the minutes of July 1, 2025, Meehan seconded the motion. The motion passed unanimously.

Business:

4. PLT 25-017: FINAL PLAT FOR WESTBROOK ESTATES DIVISION NO. 1

Applicant: Scott Dressler, HLE 4036 Catalina, Idaho Falls, Idaho. Dressler stated that it is an R1 residential development with single unit attached homes. Dressler stated that there are 23 duplexes 46 separate lots.

Ogden asked about lot 10 and Lot 1 that are larger.

Dressler stated that they have 1 club house lot, 2 storm water lots, 1 pump station lot, 1 canal lot. These are municipal support lots.

Long presented the staff report, a part of the record.

Ihler asked about the lots facing 17th N have front doors on interior street. Long stated that the access will come from within. Ihler asked if lot 22 and lot 21 are twin homes with larger lots. Long stated that if they meet the 7,000 minimum they can be either attached or detached.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Westbrook Estates Division No. 1., Ihler seconded the motion. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF WESTBROOK ESTATES DIVISION NO. 1 GENERALLY LOCATED NORTH OF WEST 17TH NORTH, EAST OF THE GREAT WESTERN CANAL, SOUTH OF THE EAST LATERAL CANAL, AND WEST OF BRAMBLE LANE.

WHEREAS, the applicant filed an application for a final plat on June 20, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 5, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 30, 2026 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property comprises of approx. 14.806 acres of land, generally located north of West 17th North, east of the Great Western Canal, south of the East Lateral Canal, and west of Bramble Lane.
3. The final plat includes 51 lots, with 48 buildable lots, a storm pond lots, and canal lots.
4. Access to the subdivision will come from W 17th N, a minor arterial. Homes facing W 17th N will only be able to be access from the ROW behind them, which will be Perch St, a local road.
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 R1, Single Dwelling Residential Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw - Mayor

DEVELOPMENT AGREEMENT
WESTBROOK ESTATES DIVISION NO. 1

This DEVELOPMENT AGREEMENT FOR WESTBROOK ESTATES 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 IDAHO LAND HOLDING, LLC, an Idaho limited liability company, whose mailing address P.O. Box 2754, Alpine, Wyoming 83128 ("DEVELOPER").

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost (if any) of which CITY may have expressly agreed to pay pursuant to the Special Conditions (if any conditions for reimbursement are contained therein), which may include any water or sewer line or storm line extensions, increased line size or capacity and road construction, 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 increased capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality of constructing such increased 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, to the extent such is set forth in the Special Conditions. If such reimbursement for the Shared Work is 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 such 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 when all of the following have been completed or received: (1) acceptance of the Subdivision by CITY; (2) delivery of a complete itemized statement to CITY, in a format acceptable to the CITY, setting forth in detail the total amount of the costs for which CITY is responsible; and, if any part of the Subdivision is within the boundaries of an urban renewal district, (3) a sworn statement signed by DEVELOPER, including its successors and assigns, and acknowledged by the Urban Renewal Agency for the City of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency (the "Agency"), that DEVELOPER paid for the costs of the Shared Work and that DEVELOPER and its successors and assigns has not contracted with and will not contract with the Agency for reimbursement of any portion of the costs of the Shared Work and has not received and will not receive reimbursement from the Agency for any portion of the costs of the Shared Work. To the extent DEVELOPER, or its successors and assigns, have contracted or contract in the future with the Agency for reimbursement for any portion of the costs of the Shared Work, the CITY's obligation to reimburse DEVELOPER under this AGREEMENT shall be reduced on a dollar-for-dollar basis. Under no circumstances will the CITY and Agency each reimburse DEVELOPER or any third party for the same costs of the Shared Work. In the event DEVELOPER is reimbursed by CITY for any portion of the costs of the Shared Work that was also reimbursed by the Agency to DEVELOPER or another third-party, the CITY may, in addition to any other legal remedies available under the law, immediately pursue DEVELOPER and require DEVELOPER to repay to CITY any amount that CITY paid DEVELOPER for the costs of the Shared Work that were also reimbursed by Agency and, if CITY prevails, CITY shall be entitled to an award of attorneys fees and costs. DEVELOPER shall indemnify, defend and hold harmless CITY and Agency from claims of any nature that any third party may assert against CITY or Agency for any costs of the Shared Work CITY pays DEVELOPER pursuant to this AGREEMENT and which same costs the third party claims are due from CITY or Agency to the third party.

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.

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

ATTEST:

_____
Linda Lundquist, City Clerk

CITY OF IDAHO FALLS, IDAHO

By _____
Lisa Burtenshaw, Mayor

IDAHO LAND HOLDING. LLC

By _____
Ottilia Ballo, Manager

[Notary Page to Follow]

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

STATE OF Idaho)
) ss:
County of Bonneville)

On this 10th day of July, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Ottilia Ballo 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.

KORRIE DAVIS
Notary Public - State of Idaho
Commission Number 20235080
My Commission Expires Dec 22, 2029
(Seal)

Korrie Davis
Notary Public of Idaho
Residing at: Bonneville
My Commission Expires: Dec. 22, 2029

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
WESTBROOK ESTATES DIVISION NO. 1

PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 37 E., B.M., BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N 87°37'47" W, 333.47 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING; THENCE N 87°37'47" W, 1062.29 FEET TO THE WEST BANK OF THE GREAT WESTERN CANAL; THENCE ALONG SAID WEST BANK THE FOLLOWING (3) THREE COURSES; (1) THENCE N 41°35'53" W, 181.82 FEET; (2) THENCE N 38°25'53" W, 359.27 FEET; (3) THENCE N 40°48'34" W, 40.99 FEET; THENCE S 87°03'47" E, 143.74 FEET; THENCE N 69°34'10" E, 120.45 FEET; THENCE N 54°02'15" E, 92.88 FEET; THENCE N 52°52'29" E, 52.56 FEET;THENCE N 48°19'27" E, 69.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT 23.26 FEET (CURVE DATA=DELTA: 04°22'08", RADIUS: 305.00 FEET, CHORD BEARS: N 16°24'41" W 23.25 FEET); THENCE N 71°24'15" E, 60.00 FEET; THENCE N 66°39'45" E, 110.48 FEET;THENCE S 14°35'45" E, 40.37 FEET; THENCE S 09°27'18" E, 46.75 FEET; THENCE S 03°36'48" E, 52.24 FEET; THENCE S 01°37'23" W, 260.00 FEET; THENCE S 88°17'42" E, 102.98 FEET; THENCE N 01°42'18" E, 22.52 FEET; THENCE S 88°17'42" E, 162.77 FEET; THENCE N 01°42'18" E, 102.06 FEET; THENCE S 88°17'42" E, 103.23 FEET; THENCE N 01°42'18" E, 62.30 FEET; THENCE S 88°17'42" E, 60.00 FEET; THENCE S 01°42'18" W, 6.21 FEET; THENCE S 43°17'42" E, 28.28 FEET; THENCE S 88°17'42" E, 69.12 FEET; THENCE, ALONG A CURVE TO THE LEFT 33.57 FEET (CURVE DATA=DELTA: 06°18'26", RADIUS: 305.00 FEET, CHORD BEARS: N 88°33'05" E 33.56 FEET); THENCE N 04°36'08" W, 95.01 FEET; THENCE N 78°55'54" E, 189.12 FEET; THENCE N 60°32'12" E, 70.00 FEET; THENCE S 29°27'48" E, 33.89 FEET; THENCE, ALONG A CURVE TO THE RIGHT 69.59 FEET (CURVE DATA=DELTA: 10°46'34", RADIUS: 370.00 FEET, CHORD BEARS: S 24°04'31" E 69.49 FEET); THENCE S 60°00'15" E, 26.41 FEET; THENCE N 78°40'43" E, 5.66 FEET; THENCE S 11°19'17" E, 60.00 FEET; THENCE S 78°40'43" W, 5.66 FEET; THENCE S 37°21'42" W, 26.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT 40.87 FEET (CURVE DATA=DELTA: 06°19'44", RADIUS: 370.00 FEET, CHORD BEARS: S 00°47'28" E 40.85 FEET); THENCE S 02°22'24" W, 432.39 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 14.806 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS

WESTBROOK ESTATES 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 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Thirty-Nine Thousand Nine Hundred Eighteen Dollars and Forty Cents ($39,918.40) (13,088 square yards at $3.05 per square yard). DEVELOPER shall pay all fees as specified within this Special Condition prior to the issuance of building permits. CITY shall use such payment to apply the required seal coat at a later date, and at CITY's sole discretion on timing.

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

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

S.C. 5.00 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. 6.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Thousand Four Hundred Sixty-five feet (1,465') of Twelve inch (12") water main line starting approximately 325 feet South of the intersection of Helix Boulevard and 17th North and continuing North to the intersection of Helix Blvd. and 17th North then West across the entire frontage of this Subdivision, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve inch (12") main line which exceeds the costs of materials for a Eight inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 7.00 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 Helix Boulevard and 17th North 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 main water charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

CITY has collected for the water main line reimbursement for the Silver Leaf Division 4 Subdivision in the amount of Sixteen Thousand Three Hundred One Dollar and Ten Cents ($16,301.10). Upon final acceptance CITY shall reimburse DEVELOPER for the funds collected to date associated with this line.

S.C. 8.00 Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Thousand Four Hundred Seventy-Eight feet (1,478') of Eighteen inch (18") sanitary sewer main line starting approximately 325 feet South of the intersection of Helix Boulevard and 17th North and continuing North to the intersection of Helix Blvd. and 17th North then West across the entire frontage of this Subdivision, and Six Hundred Fifty-Two feet (652') of Twelve inch (12") sanitary sewer main line in Sturgeon Avenue, 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") and the Twelve inch (12") 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. 9.00 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.

CITY has collected for the sewer main line reimbursement for the Silver Leaf Division 4 Subdivision in the amount of Nine Thousand Five Hundred Sixty-Seven Dollars and Fifty Cents ($9,567.50). Upon final acceptance CITY shall reimburse DEVELOPER for the funds collected to date associated with this line.

S.C. 10.00 17th North Water and Sewer Mainline Pay in Lieu. DEVELOPER shall be responsible for the construction of Seventy-Four feet (74') of Eight-inch (8") Water and Seventy-Four feet (74') of Eight-inch (8") Sewer mainlines in 17th North at the West end of Division No. 1. Payment in lieu of construction shall be provided to CITY in the amount of $66.00 per foot for Water ($4,884.00) and $62.00 per foot for sewer ($4,588.00). The total to be paid is Nine Thousand Four Hundred Seventy-Two Dollars ($9,472.00) for work associated with the referenced construction. DEVELOPER shall pay all fees as specified within this Special Condition prior to the issuance of building permits.

S.C. 11.00 Bridge Payment in Lieu. The overall Preliminary Plat has two locations that will require a bridge over the East Lateral Canal on Sturgeon Avenue and on Sauger Street. Recognizing that a portion of the future and current traffic on Sturgeon Avenue and Sauger Street originates from properties outside the Subdivision, DEVELOPER shall pay for one half (1/2) of the cost to design and construct the two Bridge Crossings the East Lateral Canal on Sturgeon Street and Sauger Street. DEVELOPER's cost for this work is Five Hundred Ninety-Five Thousand Dollars ($595,000.00). DEVELOPER acknowledges that the construction of the bridge structure will be completed at a future date when CITY determines that the connection is necessary. Payment for this work in lieu of installation will be as follows: The approved Preliminary Plat identifies 178 buildable lots. The per lot cost is Three Thousand Three Hundred Forty-Three Dollars ($3,343.00). As this Subdivision includes Forty-Eight (48) lots the cost will be One Hundred Sixty Thousand Four Hundred Sixty-Four Dollars ($160,464.00). DEVELOPER shall pay all fees as specified within this Special Condition prior to the issuance of building permits.

S.C. 12.00 Pressurized Irrigation. DEVELOPER shall install a surface water pressurized irrigation system as shown on the improvement plans approved by and on file with CITY Engineer. The system shall have a maximum diversion rate of 8.97 gallons per minute per developed acre, except

as otherwise approved, or restricted in times of emergency or drought, by the governing board of the irrigation district. The System shall draw surface water at the 8.97 gallons per minute at a continuous rate (24 hours a day, 7 days a week) subject to adjustment for weather and Irrigation District direction. The canal diversion location and irrigation system design shall be approved in writing by the governing board of the irrigation district prior to Construction. DEVOLPER to provide required approval from the Irrigation District. The irrigation system shall be operational prior to the City issuing a Certificate of Occupancy.

DEVELOPER shall arrange for a published water schedule allocated to the properties within the development to match up with the design and construction of the surface Water pressurized irrigation system. Prior to the sale of any lots within the subdivision, DEVELOPER shall notify property owners of the stipulated watering schedule, and that oversight of the watering schedule shall be the responsibility of the DEVELOPER or DEVELOPER's heirs, successors, or assigns or property owners within the Subdivision.

Memorandum

File #: 26-256 **City Council**

DATE: Tuesday, July 21, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

Title
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Westbrook Estates Division No. 2.

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

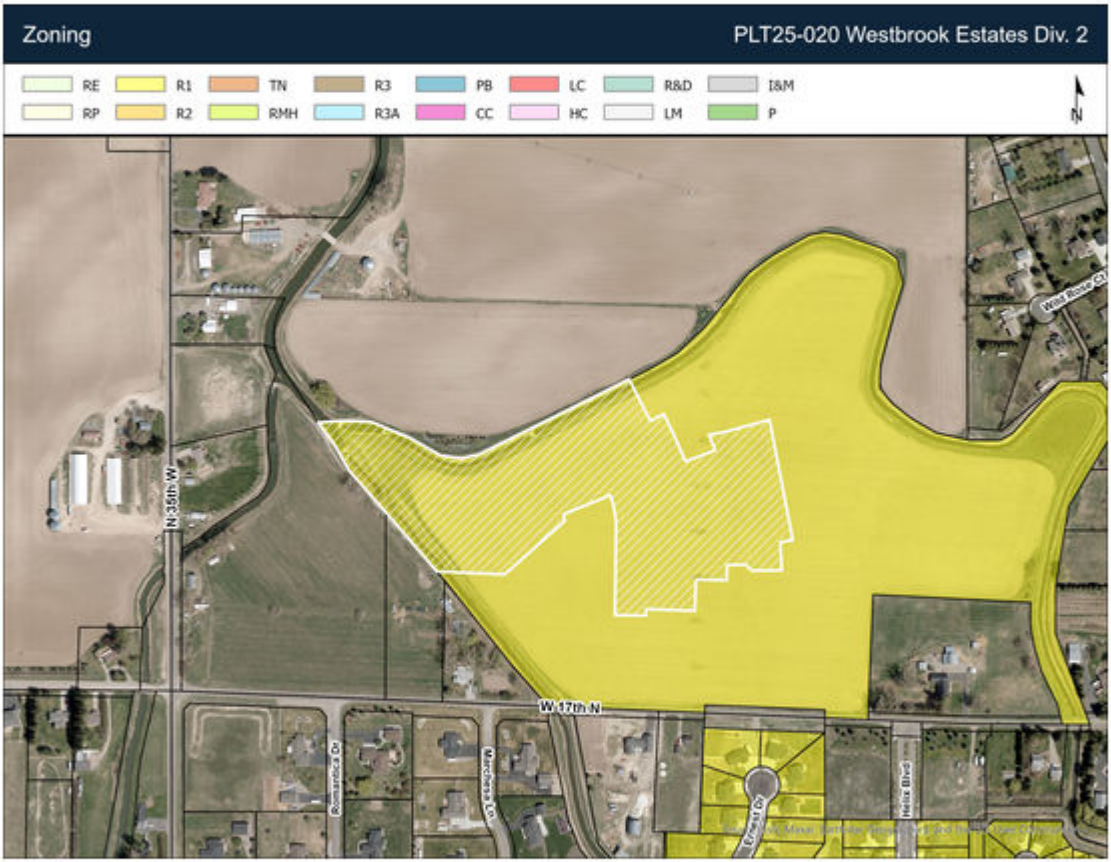
Action(s) Requested:
1. Approve the Development Agreement for the Final Plat for Westbrook Estates Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

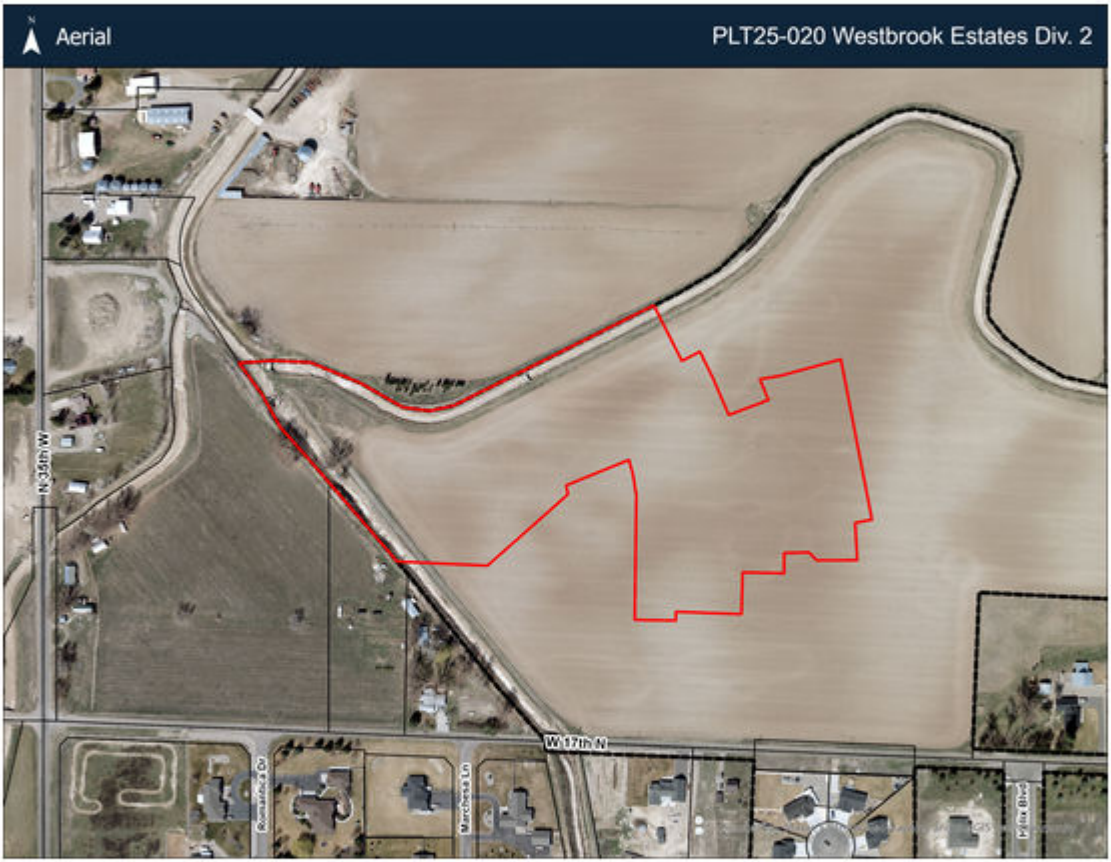
2. Approve the Final Plat for Westbrook Estates Division No. 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Westbrook Estates Division No. 2 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 Westbrook Estates Division No. 2. The Planning and Zoning Commission considered this item at its August 5, 2025, 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
PLT25-020 Westbrook Estates Div. 2
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
N 35th W
W 17th N
Americus Dr
Monterey Ln
Urgent Dr
Helix Blvd
Wild Rose Ct


Aerial
PLT25-020 Westbrook Estates Div. 2
N
N 35th W
W 17th N
Romantica Dr
Marchesa Ln
W 17th Blvd

WESTBROOK ESTATES

DIVISION NO. 2,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTH 1/2 SECTION 10 , T2N, R37 E., B.M.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	110.96'	200.00'	31°47'18"	S47°32'41"W	109.54'
C2	46.57'	335.00'	7°57'55"	N22°34'43"W	46.53'
C3	32.91'	230.00'	8°11'49"	S59°20'25"W	32.88'
C4	30.25'	230.00'	7°32'13"	S51°28'24"W	30.23'
C5	15.27'	20.00'	43°44'19"	N69°34'28"E	14.90'
C6	7.68'	60.00'	7°20'00"	S87°46'37"W	7.67'
C7	20.44'	60.00'	19°30'57"	S74°21'08"W	20.34'
C8	50.01'	60.00'	47°45'13"	S40°43'03"W	48.57'
C9	50.08'	60.00'	47°49'21"	S7°04'13"E	48.64'
C10	50.06'	60.00'	47°48'12"	S54°53'00"E	48.62'
C11	50.07'	60.00'	47°48'39"	N77°18'35"E	48.63'
C12	53.78'	60.00'	51°21'31"	N27°43'30"E	52.00'
C13	12.64'	60.00'	12°04'29"	N3°59'30"W	12.62'
C14	21.80'	20.00'	62°27'05"	S21°11'48"W	20.74'
C15	32.69'	170.00'	11°00'59"	S57°55'50"W	32.64'
C16	42.40'	305.00'	7°57'55"	N22°34'43"W	42.37'

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 DIVIDE THIS PROPERTY INTO LOTS AND BLOCKS. THE CITY OF IDAHO FALLS 2004 CONTROL WAS USED IN THIS SURVEY. THE SOUTHERN BOUNDARY LINE IS BASED ON WESTBROOK ESTATES DIVISION 1. THE WEST LINE IS BASED ON THE WEST BANK OF THE GREAT WESTERN CANAL. THE NORTH LINE IS BASED ON THE NORTH BANK OF THE EAST LATERAL OF NEW SWEDEN CANAL AS CALLED OUT IN DEED INSTRUMENT NO. 1675585.

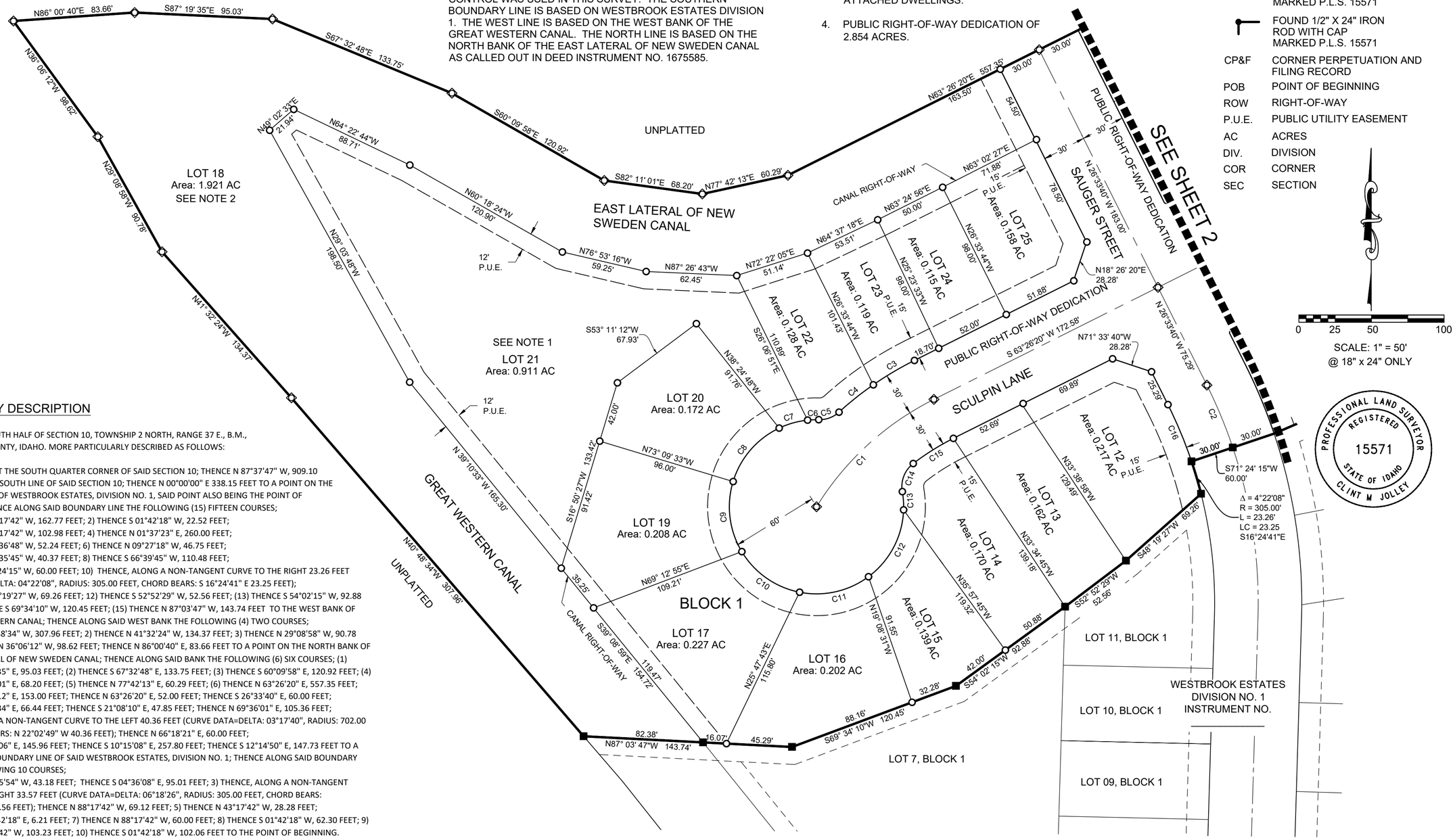
NOTES

1. LOT 21 BLOCK 1 IS GRANTED AS A PUBLIC STORM WATER AND ACCESS EASEMENT IN ITS ENTIRETY PURSUANT TO EXECUTION OF THIS DOCUMENT.
2. LOT 18 BLOCK 1 AND LOT 4 BLOCK 3 ARE EXISTING CANAL RIGHT-OF-WAY IN THEIR ENTIRETY. SEE CANAL RIGHT-OF-WAY CERTIFICATION ON SHEET 4.
3. ANNEXED WITH INITIAL ZONING OF R1 RESIDENTIAL. LOTS BELOW THE MINIMUM SQUARE FOOTAGE REQUIREMENTS OF R1 WILL BE REQUIRED TO BE SINGLE FAMILY ATTACHED DWELLINGS.
4. PUBLIC RIGHT-OF-WAY DEDICATION OF 2.854 ACRES.

LEGEND

- SECTION CONTROL LINE
- CENTERLINE STREET
- SURVEYED PLAT BOUNDARY LINE
- PUBLIC RIGHT-OF-WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- EXISITING PUBLIC UTILITY EASEMENT
- 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" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- FOUND 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571

CP&F	CORNER PERPETUATION AND FILING RECORD
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
AC	ACRES
DIV.	DIVISION
COR	CORNER
SEC	SECTION



BOUNDARY DESCRIPTION

PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 37 E., B.M., BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N 87°37'47" W, 909.10 FEET ALONG THE SOUTH LINE OF SAID SECTION 10; THENCE N 00°00'00" E 338.15 FEET TO A POINT ON THE BOUNDARY LINE OF WESTBROOK ESTATES, DIVISION NO. 1, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING (15) FIFTEEN COURSES;
(1) THENCE N 88°17'42" W, 162.77 FEET; 2) THENCE S 01°42'18" W, 22.52 FEET;
(3) THENCE N 88°17'42" W, 102.98 FEET; 4) THENCE N 01°37'23" E, 260.00 FEET;
(5) THENCE N 03°36'48" W, 52.24 FEET; 6) THENCE N 09°27'18" W, 46.75 FEET;
(7) THENCE N 14°35'45" W, 40.37 FEET; 8) THENCE S 66°39'45" W, 110.48 FEET;
(9) THENCE S 71°24'15" W, 60.00 FEET; 10) THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT 23.26 FEET (CURVE DATA=DELTA: 04°22'08", RADIUS: 305.00 FEET, CHORD BEARS: S 16°24'41" E 23.25 FEET);
(11) THENCE S 48°19'27" W, 69.26 FEET; 12) THENCE S 52°52'29" W, 52.56 FEET; (13) THENCE S 54°02'15" W, 92.88 FEET; (14) THENCE S 69°34'10" W, 120.45 FEET; (15) THENCE N 87°03'47" W, 143.74 FEET TO THE WEST BANK OF THE GREAT WESTERN CANAL; THENCE ALONG SAID WEST BANK THE FOLLOWING (4) TWO COURSES;
1) THENCE N 40°48'34" W, 307.96 FEET; 2) THENCE N 41°32'24" W, 134.37 FEET; 3) THENCE N 29°08'58" W, 90.78 FEET; 4) THENCE N 36°06'12" W, 98.62 FEET; THENCE N 86°00'40" E, 83.66 FEET TO A POINT ON THE NORTH BANK OF THE EAST LATERAL OF NEW SWEDEN CANAL; THENCE ALONG SAID BANK THE FOLLOWING (6) SIX COURSES; (1) THENCE S 87°19'35" E, 95.03 FEET; (2) THENCE S 67°32'48" E, 133.75 FEET; (3) THENCE S 60°09'58" E, 120.92 FEET; (4) THENCE S 82°11'01" E, 68.20 FEET; (5) THENCE N 77°42'13" E, 60.29 FEET; (6) THENCE N 63°26'20" E, 557.35 FEET; THENCE S 26°33'12" E, 153.00 FEET; THENCE N 63°26'20" E, 52.00 FEET; THENCE S 26°33'40" E, 60.00 FEET; THENCE S 24°31'34" E, 66.44 FEET; THENCE S 21°08'10" E, 47.85 FEET; THENCE N 69°36'01" E, 105.36 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT 40.36 FEET (CURVE DATA=DELTA: 03°17'40", RADIUS: 702.00 FEET, CHORD BEARS: N 22°02'49" W 40.36 FEET); THENCE N 66°18'21" E, 60.00 FEET; THENCE N 73°50'06" E, 145.96 FEET; THENCE S 10°15'08" E, 257.80 FEET; THENCE S 12°14'50" E, 147.73 FEET TO A POINT ON THE BOUNDARY LINE OF SAID WESTBROOK ESTATES, DIVISION NO. 1; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 10 COURSES;
1) THENCE S 78°55'54" W, 43.18 FEET; THENCE S 04°36'08" E, 95.01 FEET; 3) THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT 33.57 FEET (CURVE DATA=DELTA: 06°18'26", RADIUS: 305.00 FEET, CHORD BEARS: S 88°33'05" W 33.56 FEET); THENCE N 88°17'42" W, 69.12 FEET; 5) THENCE N 43°17'42" W, 28.28 FEET;
6) THENCE N 01°42'18" E, 6.21 FEET; 7) THENCE N 88°17'42" W, 60.00 FEET; 8) THENCE S 01°42'18" W, 62.30 FEET; 9) THENCE N 88°17'42" W, 103.23 FEET; 10) THENCE S 01°42'18" W, 102.06 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 14.223 ACRES OF LAND, MORE OR LESS.

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JOB NO: 2025-554		
DATE: JULY 2025		
REVISIONS		DATE

PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M JOLLEY

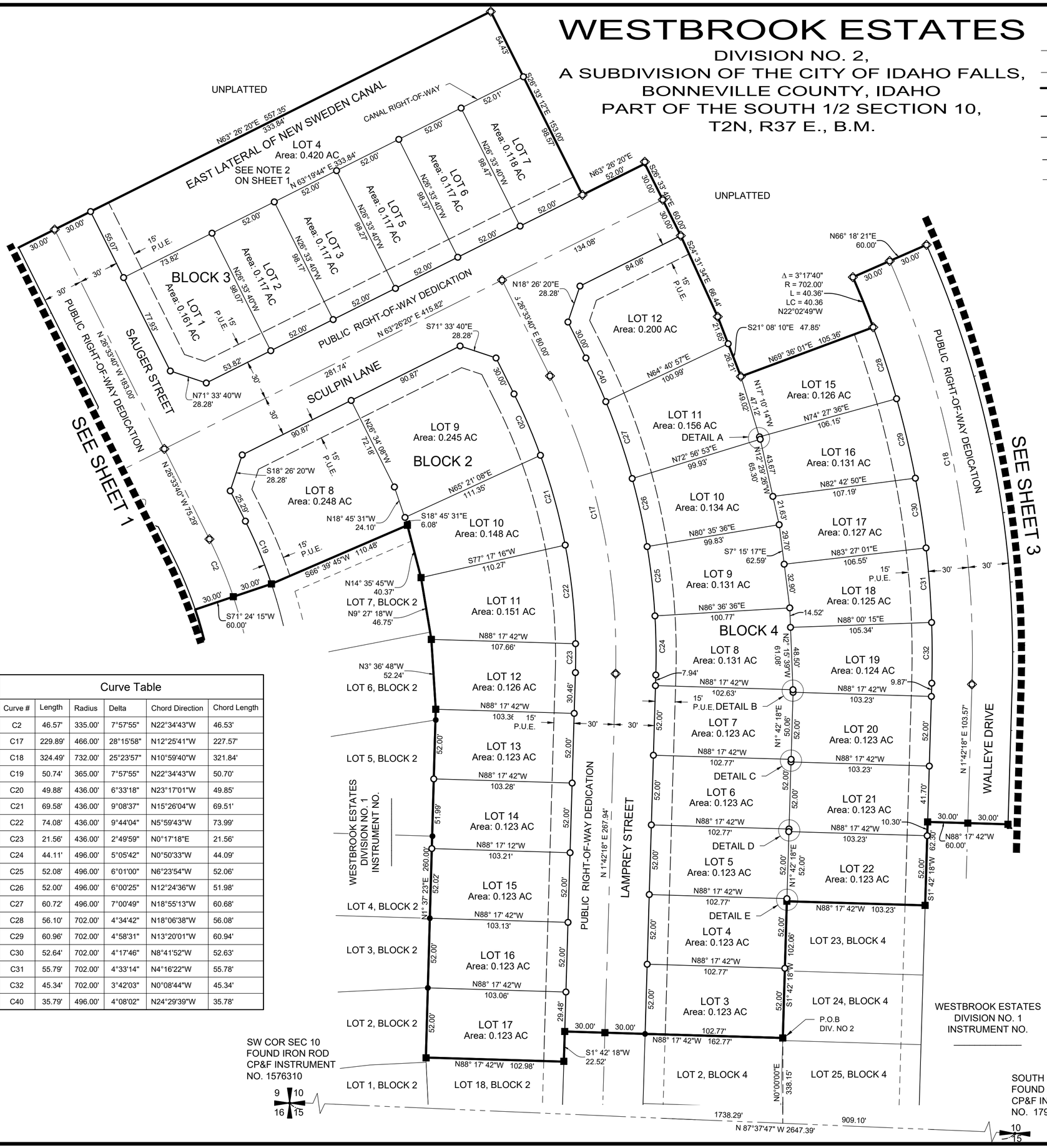
SUBDIVISION PLAT
WESTBROOK ESTATES DIVISION NO. 2
PART OF THE SOUTH 1/2 OF SEC. 10, T. 2 N., R. 37 E., B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 4 SHEETS

Z:\Projects\00-2025 Projects\25-554 Westbrook Division 1 & 2\3-CAD\Survey\25-554 Westbrook Final Plat Div 2.dwg

WESTBROOK ESTATES

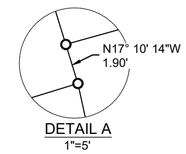
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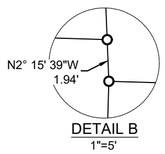
LEGEND

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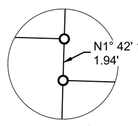
CP&F	CORNER PERPETUATION AND FILING RECORD
POB	POINT OF BEGINNING
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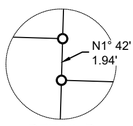
DETAIL A
1"=5'



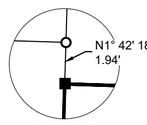
DETAIL B
1"=5'



DETAIL C
1"=5'



DETAIL D
1"=5'



DETAIL E
1"=5'



0 25 50 100

SCALE: 1" = 50'
@ 18" x 24" ONLY

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	46.57'	335.00'	7°57'55"	N22°34'43"W	46.53'
C17	229.89'	466.00'	28°15'58"	N12°25'41"W	227.57'
C18	324.49'	732.00'	25°23'57"	N10°59'40"W	321.84'
C19	50.74'	365.00'	7°57'55"	N22°34'43"W	50.70'
C20	49.88'	436.00'	6°33'18"	N23°17'01"W	49.85'
C21	69.58'	436.00'	9°08'37"	N15°26'04"W	69.51'
C22	74.08'	436.00'	9°44'04"	N5°59'43"W	73.99'
C23	21.56'	436.00'	2°49'59"	N0°17'18"E	21.56'
C24	44.11'	496.00'	5°05'42"	N0°50'33"W	44.09'
C25	52.08'	496.00'	6°01'00"	N6°23'54"W	52.06'
C26	52.00'	496.00'	6°00'25"	N12°24'36"W	51.98'
C27	60.72'	496.00'	7°00'49"	N18°55'13"W	60.68'
C28	56.10'	702.00'	4°34'42"	N18°06'38"W	56.08'
C29	60.96'	702.00'	4°58'31"	N13°20'01"W	60.94'
C30	52.64'	702.00'	4°17'46"	N8°41'52"W	52.63'
C31	55.79'	702.00'	4°33'14"	N4°16'22"W	55.78'
C32	45.34'	702.00'	3°42'03"	N0°08'44"W	45.34'
C40	35.79'	496.00'	4°08'02"	N24°29'39"W	35.78'

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JOB NO: 2025-554

DATE: JULY 2025

REVISIONS	DATE

SUBDIVISION PLAT
WESTBROOK ESTATES DIVISION NO. 2

PART OF THE SOUTH 1/2 OF SEC. 10, T. 2 N., R. 37 E., B.M.

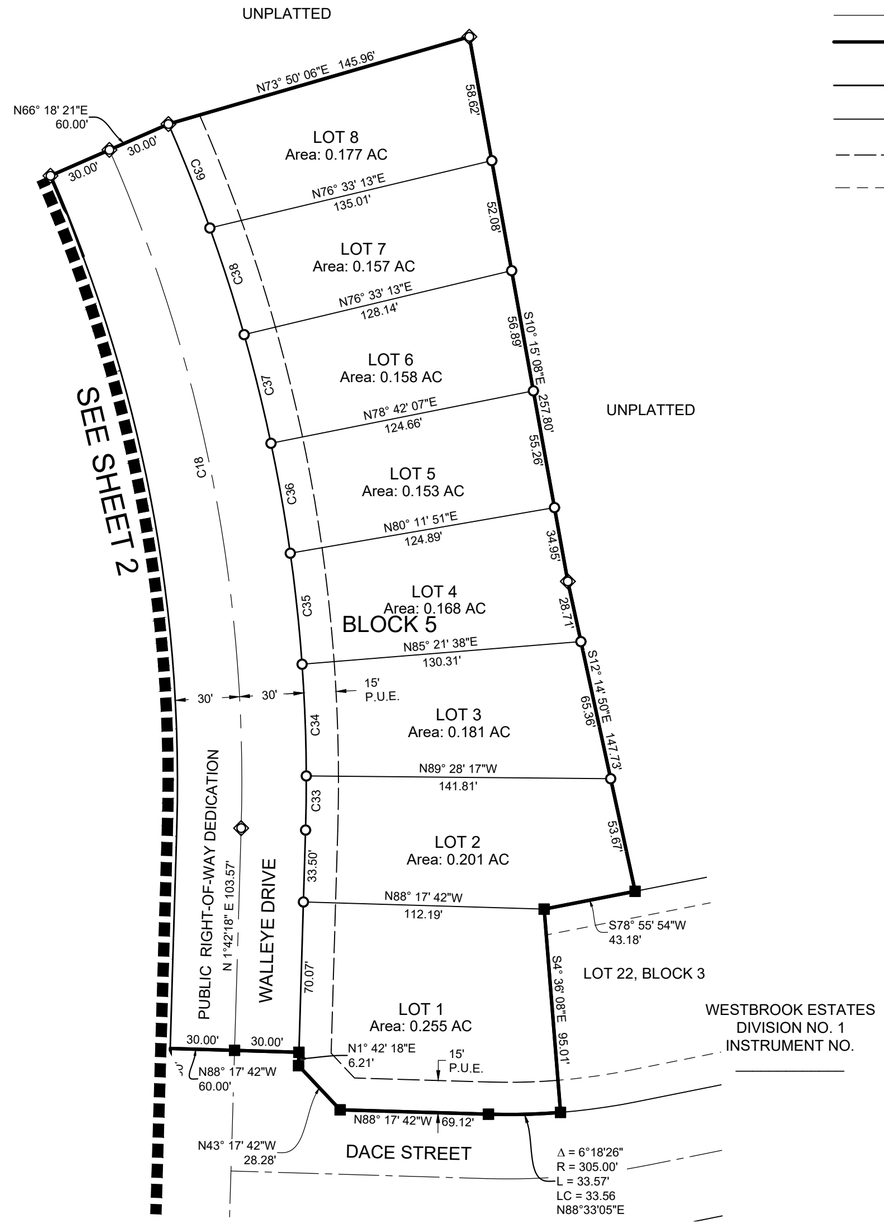
BONNEVILLE COUNTY, IDAHO

SHEET NO. 2 OF 4 SHEETS

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WESTBROOK ESTATES

DIVISION NO. 2,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTH 1/2 SECTION 10,
T2N, R37 E., B.M.



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C18	324.49'	732.00'	25°23'57"	N10°59'40"W	321.84'
C33	25.22'	762.00'	1°53'47"	N0°45'25"E	25.22'
C34	52.07'	762.00'	3°54'54"	N2°08'56"W	52.06'
C35	52.03'	762.00'	3°54'43"	N6°03'44"W	52.02'
C36	52.01'	762.00'	3°54'39"	N9°58'25"W	52.00'
C37	52.14'	762.00'	3°55'14"	N13°53'21"W	52.13'
C38	52.16'	762.00'	3°55'20"	N17°48'38"W	52.15'
C39	52.17'	762.00'	3°55'21"	N21°43'58"W	52.16'

LEGEND

- SECTION CONTROL LINE
- CENTERLINE STREET
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CP&F	CORNER PERPETUATION AND FILING RECORD
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DIV.	DIVISION
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0 25 50 100

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PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M JOLLEY

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JOB NO: 2025-554		
DATE: JULY 2025		
REVISIONS		DATE

SUBDIVISION PLAT
WESTBROOK ESTATES DIVISION NO. 2
PART OF THE SOUTH 1/2 OF SEC. 10, T. 2 N., R. 37 E., B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 3 OF 4 SHEETS

Z:\Projects\00-2025 Projects\25-554 Westbrook Division 1 & 2\3-CAD\Survey\25-554 Westbrook Final Plat Div 2.dwg

WESTBROOK ESTATES

DIVISION NO. 2,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTH 1/2 SECTION 10 , T2N, R37 E., B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT WESTBROOK ESTATES, DIVISION NO. 2, 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 C, 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

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

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

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED OTTILIA BALLO, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY OF IDAHO LAND HOLDING LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

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___.

IDAHO LAND HOLDING LLC

_____
OTTILIA BALLO, MANAGING MEMBER

ATTACHED HOMES NOTIFICATION

LOTS 12-25, BLOCK 1, LOTS 8-17, BLOCK 2, LOTS 1-7, BLOCK 3, LOTS 3-22, 23-26, BLOCK 4, LOTS 1-8, BLOCK 5 ARE PLATTED FOR USE BY ATTACHED SINGLE UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

IRRIGATION 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. 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 CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, IDAHO LAND HOLDING LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS WESTBROOK ESTATES DIVISION NO. 2, 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 RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, 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__.

IDAHO LAND HOLDING LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
OTTILIA BALLO, MANAGING MEMBER

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 WESTBROOK ESTATES DIVISION NO. 2, 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_____

PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M JOLLEY

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
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
SWR	HLE	CMJ

JOB NO: 2025-554
DATE: JULY 2025

REVISIONS	DATE

PLAT
WESTBROOK ESTATES DIVISION NO. 2
PART OF THE SOUTH 1/2 OF SEC. 10, T. 2 N., R. 37 E., B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 4 OF 4 SHEETS

Z:\Projects\00-2025 Projects\25-554 Westbrook Division 1 & 2\3-CAD\Survey\25-554 Westbrook Final Plat Div 2.dwg

STAFF REPORT

FINAL PLAT
Westbrook Estates Division No. 2

July 30, 2026

IDAHO FALLS

Community Development Services

Applicant: HLE, Inc.

Project Manager: Caitlin Long

Property Owner: Idaho Land Holding LLC

Location: Generally, north of West 17th North, east of the Great Western Canal, south of the East Lateral Canal, and west of Bramble Ln

Size: Approx. 14.223 acres
Lots: 57
Buildable: 54

Existing Zoning:
Site: R1
North: R1
South: County A-1/R1
East: R1
West: R1

Existing Land Uses:
Site: Vacant
North: Agricultural
South: Ag/Residential
East: Residential/Vacant
West: Agriculture

Future Land Use Map:
Suburban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **approve** of the final plat for Westbrook Estates Division No. 2.

History: The property was annexed into the City in July 2024 with an initial zoning of R1, Single Dwelling Residential. A preliminary plat was approved in March 2025.

Staff Comments: This final plat consists of approximately 14.223 acres with a total of 54 buildable lots. This plat consists of the following Local streets; Sauger, Lamprey, Walleye and Sculpin. The lot size in this Division permits the lots to be less that the required minimum lot size as they are single unit attached, no more than three, per the R1 zone.

The R1 Zone is characterized by a residential zone with a more walkable development pattern, somewhat smaller lot widths and a somewhat denser residential environment. The principal uses for the R1 zone are single detached and attached dwelling units. All lots and blocks are consistent with the approved preliminary plat.

The Comprehensive Plan identifies this area as Suburban which denotes residential areas that contain various housing types, generally including detached and attached single unit dwellings. Residential development should include a mix of housing types, price points and sizes. The R1 Zone is consistent with the Suburban Transect.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and the approved preliminary plat. Staff also finds that the final plat complies with the requirements of the Subdivision and Comprehensive Zoning Ordinances and recommends approval of Westbrook Estates Division No. 2.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	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 residential lots shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures 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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Sauger, Sculpin, Lamprey, Walleye– Local Street

Subdivision Ordinance:

10-1-5: GENERAL SUBDIVISION STANDARDS
Meets all standards.

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES.

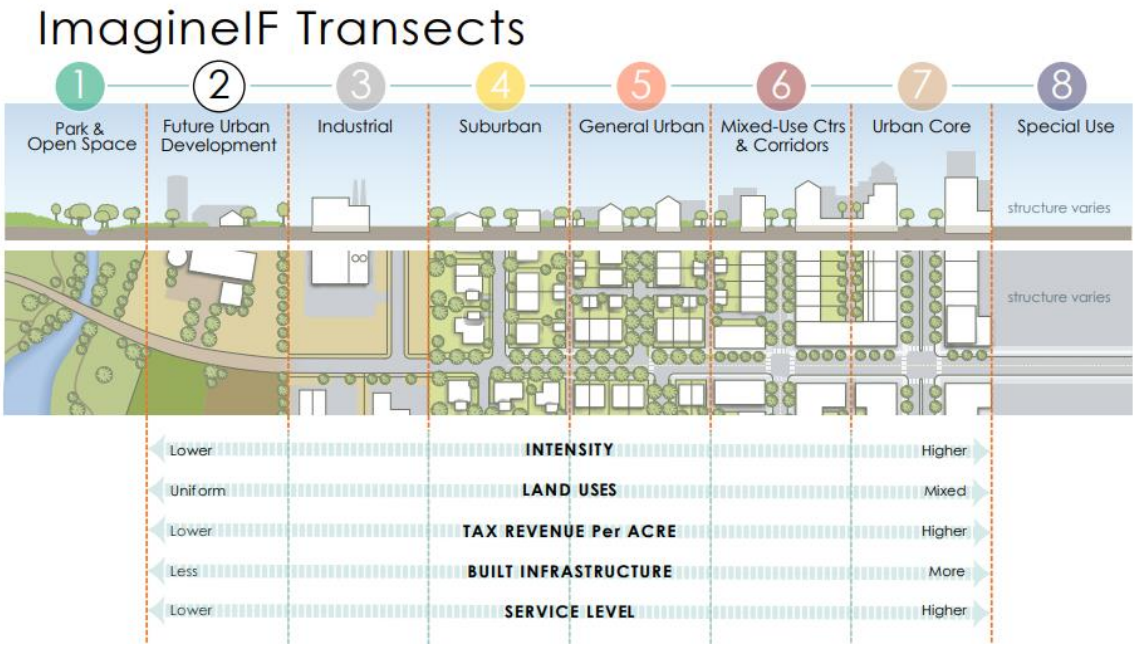
(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

August 5, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Matthew Meehan, Arnold Cantu, Forrest Ihler.

MEMBERS ABSENT: Dale Storer, Bill Scott

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Naysha Foster Planner, Caitlin Long Planner, David Peterson Planner; Jacob Beck, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

MINUTES: Canut moved to accept the minutes of July 1, 2025, Meehan seconded the motion. The motion passed unanimously.

Business:

5. PLT 25-020: FINAL PLAT FOR WESTBROOK ESTATES DIVISION NO. 2.

Applicant: Scott Dressler HLE 4036 Catalina, Idaho Falls, Idaho. Dressler stated that this is 54 residential single unit attached lots 27 duplex units. There is a retention lot and 2 canal lots. Similar to Division 1.

Long presented the staff report, a part of the record.

Ihler asked about the weird shape lot in the corner is that given to canal company. Long showed the canal going around the property and as each division is platted the canal lot will be platted as well.

Meehan moved to recommend to the Mayor and City Council approval of the Final Plat for Westbrook Estates Division No. 2, Cantu seconded the motion. The Motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF WESTBROOK ESTATES DIVISION NO. 2 GENERALLY LOCATED NORTH OF WEST 17TH NORTH, EAST OF THE GREAT WESTERN CANAL, SOUTH OF THE EAST LATERAL CANAL, AND WEST OF BRAMBLE LANE.

WHEREAS, the applicant filed an application for a final plat on July 15, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 5, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 30, 2026 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property comprises of approx. 14.223 acres of land, generally located north of West 17th North, east of the Great Western Canal, south of the East Lateral Canal, and west of Bramble Lane.
3. The final plat includes 57 lots, with 54 buildable lots, and canal lots.
4. Access to the subdivision will come from W 17th N, a minor arterial.
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 R1, Single Dwelling Residential Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw - Mayor

DEVELOPMENT AGREEMENT
WESTBROOK ESTATES DIVISION NO. 2

This DEVELOPMENT AGREEMENT FOR WESTBROOK ESTATES DIVISION NO. 2 ("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 IDAHO LAND HOLDING, LLC, an Idaho limited liability company, whose mailing address P.O. Box 2754, Alpine, Wyoming 83128 ("DEVELOPER").

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost (if any) of which CITY may have expressly agreed to pay pursuant to the Special Conditions (if any conditions for reimbursement are contained therein), which may include any water or sewer line or storm line extensions, increased line size or capacity and road construction, 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 increased capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality of constructing such increased 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, to the extent such is set forth in the Special Conditions. If such reimbursement for the Shared Work is 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 such 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 when all of the following have been completed or received: (1) acceptance of the Subdivision by CITY; (2) delivery of a complete itemized statement to CITY, in a format acceptable to the CITY, setting forth in detail the total amount of the costs for which CITY is responsible; and, if any part of the Subdivision is within the boundaries of an urban renewal district, (3) a sworn statement signed by DEVELOPER, including its successors and assigns, and acknowledged by the Urban Renewal Agency for the City of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency (the "Agency"), that DEVELOPER paid for the costs of the Shared Work and that DEVELOPER and its successors and assigns has not contracted with and will not contract with the Agency for reimbursement of any portion of the costs of the Shared Work and has not received and will not receive reimbursement from the Agency for any portion of the costs of the Shared Work. To the extent DEVELOPER, or its successors and assigns, have contracted or contract in the future with the Agency for reimbursement for any portion of the costs of the Shared Work, the CITY's obligation to reimburse DEVELOPER under this AGREEMENT shall be reduced on a dollar-for-dollar basis. Under no circumstances will the CITY and Agency each reimburse DEVELOPER or any third party for the same costs of the Shared Work. In the event DEVELOPER is reimbursed by CITY for any portion of the costs of the Shared Work that was also reimbursed by the Agency to DEVELOPER or another third-party, the CITY may, in addition to any other legal remedies available under the law, immediately pursue DEVELOPER and require DEVELOPER to repay to CITY any amount that CITY paid DEVELOPER for the costs of the Shared Work that were also reimbursed by Agency and, if CITY prevails, CITY shall be entitled to an award of attorneys fees and costs. DEVELOPER shall indemnify, defend and hold harmless CITY and Agency from claims of any nature that any third party may assert against CITY or Agency for any costs of the Shared Work CITY pays DEVELOPER pursuant to this AGREEMENT and which same costs the third party claims are due from CITY or Agency to the third party.

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.

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

ATTEST:

_____
Linda Lundquist, City Clerk

CITY OF IDAHO FALLS, IDAHO

By _____
Lisa Burtenshaw, Mayor

IDAHO LAND HOLDING. LLC

By _____
Ottilia Ballo, Manager

[Notary Page to Follow]

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

STATE OF Idaho)
) ss:
County of Bonneville)

On this 16th day of July, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Ottilia Ballo 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.

Korrie Davis
Notary Public of Idaho
Residing at: Bonneville
My Commission Expires: Dec. 22, 2029

(Seal)
KORRIE DAVIS
Notary Public - State of Idaho
Commission Number 20235080
My Commission Expires Dec 22, 2029

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
WESTBROOK ESTATES DIVISION NO. 2

PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 37 E., B.M.,BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N 87°37'47" W, 909.10 FEET ALONG THE SOUTH LINE OF SAID SECTION 10; THENCE N 00°00'00" E 338.15 FEET TO A POINT ON THE BOUNDARY LINE OF WESTBROOK ESTATES, DIVISION NO. 1, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING (15) FIFTEEN COURSES; (1) THENCE N 88°17'42" W, 162.77 FEET; 2) THENCE S 01°42'18" W, 22.52 FEET; (3) THENCE N 88°17'42" W, 102.98 FEET; 4) THENCE N 01°37'23" E, 260.00 FEET; (5) THENCE N 03°36'48" W, 52.24 FEET; 6) THENCE N 09°27'18" W, 46.75 FEET; (7) THENCE N 14°35'45" W, 40.37 FEET; 8) THENCE S 66°39'45" W, 110.48 FEET; (9) THENCE S 71°24'15" W, 60.00 FEET; 10) THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT 23.26 FEET (CURVE DATA=DELTA: 04°22'08", RADIUS: 305.00 FEET, CHORD BEARS: S 16°24'41" E 23.25 FEET); (11) THENCE S 48°19'27" W, 69.26 FEET; 12) THENCE S 52°52'29" W, 52.56 FEET; (13) THENCE S 54°02'15" W, 92.88 FEET; (14) THENCE S 69°34'10" W, 120.45 FEET; (15) THENCE N 87°03'47" W, 143.74 FEET TO THE WEST BANK OF THE GREAT WESTERN CANAL; THENCE ALONG SAID WEST BANK THE FOLLOWING (4) TWO COURSES; 1) THENCE N 40°48'34" W, 307.96 FEET; 2) THENCE N 41°32'24" W, 134.37 FEET; 3) THENCE N 29°08'58" W, 90.78 FEET; 4) THENCE N 36°06'12" W, 98.62 FEET; THENCE N 86°00'40" E, 83.66 FEET TO A POINT ON THE NORTH BANK OF THE EAST LATERAL OF NEW SWEDEN CANAL; THENCE ALONG SAID BANK THE FOLLOWING (6) SIX COURSES; (1) THENCE S 87°19'35" E, 95.03 FEET; (2) THENCE S 67°32'48" E, 133.75 FEET; (3) THENCE S 60°09'58" E, 120.92 FEET; (4) THENCE S 82°11'01" E, 68.20 FEET; (5) THENCE N 77°42'13" E, 60.29 FEET; (6) THENCE N 63°26'20" E, 557.35 FEET; THENCE S 26°33'12" E, 153.00 FEET; THENCE N 63°26'20" E, 52.00 FEET; THENCE S 26°33'40" E, 60.00 FEET; THENCE S 24°31'34" E, 66.44 FEET; THENCE S 21°08'10" E, 47.85 FEET; THENCE N 69°36'01" E, 105.36 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT 40.36 FEET (CURVE DATA=DELTA: 03°17'40", RADIUS: 702.00 FEET, CHORD BEARS: N 22°02'49" W 40.36 FEET); THENCE N 66°18'21" E, 60.00 FEET; THENCE N 73°50'06" E, 145.96 FEET; THENCE S 10°15'08" E, 257.80 FEET; THENCE S 12°14'50" E, 147.73 FEET TO A POINT ON THE BOUNDARY LINE OF SAID WESTBROOK ESTATES, DIVISION NO. 1; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 10 COURSES; 1) THENCE S 78°55'54" W, 43.18 FEET; THENCE S 04°36'08" E, 95.01 FEET; 3) THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT 33.57 FEET (CURVE DATA=DELTA: 06°18'26", RADIUS: 305.00 FEET, CHORD BEARS: S 88°33'05" W 33.56

FEET); THENCE N 88°17'42" W, 69.12 FEET; 5) THENCE N 43°17'42" W, 28.28 FEET; 6) THENCE N 01°42'18" E, 6.21 FEET; 7) THENCE N 88°17'42" W, 60.00 FEET; 8) THENCE S 01°42'18" W, 62.30 FEET; 9) THENCE N 88°17'42" W, 103.23 FEET; 10) THENCE S 01°42'18" W, 102.06 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 14.223 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS

WESTBROOK ESTATES DIVISION NO. 2

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 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Twenty-Three Thousand Six Hundred Eighty-Six Dollars and Thirty Cents ($23,686.30) (7,766 square yards at $3.05 per square yard). DEVELOPER shall pay all fees as specified within this Special Condition prior to the issuance of building permits. CITY shall use such payment to apply the required seal coat at a later date, and at CITY's sole discretion on timing.

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

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

S.C. 5.00 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. 6.00 Bridge Payment in Lieu. The overall Preliminary Plat has two location that will require a bridge over the East Lateral Canal on Sturgeon Avenue and on Sauger Street. Recognizing that a portion of the future and current traffic on Sturgeon Avenue and Sauger Street originates from properties outside the Subdivision, DEVELOPER shall pay for one half (1/2) of the cost to design and construct the two Bridge Crossings the East Lateral Canal on Sturgeon Street and Sauger Street. DEVELOPER's cost for this work is Five Hundred Ninety-Five Thousand Dollars ($595,000.00). DEVELOPER acknowledges that the construction of the bridge structure will be completed at a future date when CITY determines that the connection is necessary. Payment for this work in lieu of installation will be as follows: The approved Preliminary Plat identifies 178 buildable lots. The per lot cost is Three Thousand Three Hundred Forty-Three Dollars ($3,343.00). As this Subdivision includes Fifty-Four (54) lots the cost will be One Hundred Eighty Thousand Five Hundred Twenty-Two Dollars ($180,522.00). DEVELOPER shall pay all fees as specified within this Special Condition prior to the issuance of building permits.

S.C. 7.00 Pressurized Irrigation. DEVELOPER shall install a surface water pressurized irrigation system as shown on the improvement plans approved by and on file with CITY Engineer. The system shall have a maximum diversion rate of 8.97 gallons per minute per developed acre, except as otherwise approved, or restricted in times of emergency or drought, by the governing board of the irrigation district. The System shall draw surface water at the 8.97 gallons per minute at a continuous rate (24 hours a day, 7 days a week) subject to adjustment for weather and Irrigation District direction. The canal diversion location and irrigation system design shall be approved in writing by the governing board of the irrigation district prior to Construction. DEVOLPER to provide required approval from the Irrigation District. The irrigation system shall be operational prior to the City issuing a Certificate of Occupancy.

DEVELOPER shall arrange for a published water schedule allocated to the properties within the development to match up with the design and construction of the surface Water pressurized irrigation system. Prior to the sale of any lots within the subdivision, DEVELOPER shall notify property owners of the stipulated watering schedule, and that oversight of the watering schedule shall be the responsibility of the DEVELOPER or DEVELOPER's heirs, successors, or assigns or property owners within the Subdivision.

Memorandum

File #: 26-249 **City Council**

DATE: Tuesday, July 21, 2026
AGENDA: Regular
FROM: Chris Fredericksen, General Manager
DEPARTMENT: Idaho Falls Power

Title
Short Term Equipment Rental Agreement with Mountain West Transformer

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

Action(s) Requested:
Approve the Short-Term Equipment Rental Agreement with Mountain West Transformer for the use of a Delta Star Mobile Substation 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 Delta Star Mobile Substation is currently available for lease and is not needed for immediate operational use by Idaho Falls Power. Leasing the unit to Mountain West Transformer will allow IFP to generate revenue from the asset while retaining ownership and ensuring the equipment is returned in accordance with the terms of the lease agreement.

The lease establishes the responsibilities of both parties regarding the use, maintenance, insurance, transportation, and return of the mobile substation. The agreement provides an opportunity for Idaho Falls Power to maximize the value of the asset during periods when it is not required for utility operations. The lease establishes a minimum term of 18 months with the option to extend to 24 months. The rental rate is $35,000 per month and increases to $40,000 per month if the rental is extended beyond 18 months.

Staff recommends approval of the agreement with Mountain West Transformer.

This item has been reviewed by the City's Legal Department.

SHORT TERM EQUIPMENT RENTAL AGREEMENT

THIS SHORT TERM EQUIPMENT RENTAL AGREEMENT BETWEEN IDAHO FALLS POWER AND MOUNTAIN WEST TRANSFORMER ("Agreement") made this _____ day of_____, 2026, by Idaho Falls Power, 140 South Capital Ave., Idaho Falls, Idaho, 83402 ("LESSOR") and between Mountain West Transformer, 676 Ventana Circle, Mesquite, NV 89027 ("LESSEE").

WITNESSETH:

For and in consideration of the mutual covenants and promises in this Agreement, the sufficiency of which the Parties acknowledge, LESSOR leases the Equipment to LESSEE, and LESSEE leases the Equipment from LESSOR on the following terms:

Definitions

1. *The following definitions are used but not otherwise defined in this Agreement:*

   a. *"Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the purchase price of the Equipment Two million dollars ($2,000,000).*

   b. *"Equipment" means*

      One 22.5/25MVA 161x4 6 12.47yx4.16y LTC complete Mobile substation Identified as Delta Star SN F66060900

   c. *"Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.*

Lease

2. *The LESSOR agrees to lease the Equipment to the LESSEE, and the LESSEE agrees to lease the Equipment from the LESSOR in accordance with the terms set out in this Agreement.*

Term

1. *The Agreement commences on the day the Equipment leaves LESSOR's property and will be for a minimum term of eighteen (18) months (the "Term") with an option to twenty four (24) months.*

Rent

2. *The rent for the Equipment will be a minimum six hundred and thirty thousand dollars ($630,000) (the "Rent") and the Rent will be paid monthly at a rate of $35,000.00 net thirty (30) days from the LESSEE taking possession of the Equipment and the balance paid during the final thirty (30) days of the lease term. Any monthly rental beyond the initial period will be paid at a rate of $40,000.00 monthly not to exceed six additional months without written permission.*

Delivery of Equipment

3. *The LESSOR and LESSEE will:*

   A. LESSOR shall allow access to the Equipment for transport by the Lessee [Yard to Yard]
   B. LESSOR shall pay for substation testing from an independent third-party approved of by LESSEE to ensure that Equipment is in good working order prior to Equipment delivery.
   C. LESSEE shall pay for substation testing from an independent third-party approved of by LESSOR to ensure that Equipment is returned in good working order after Equipment return delivery.

Use of Equipment

4. *The LESSEE will use the Equipment in a good and careful manner and will comply with all of the Equipment manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.*

5. *The LESSEE will use the Equipment for the purpose for which it was designed and not for any other purpose.*

6. *Unless the LESSEE obtains the prior written consent of the LESSOR, the LESSEE will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.*

Repair of Equipment

7. *The LESSEE shall, at the LESSEE's own expense, keep the Equipment in fair repair, appearance and condition, normal and reasonable wear and tear excepted. The LESSEE will supply all parts that are necessary to keep the Equipment in such a state.*

8. *If the Equipment is not in fair repair, appearance and condition when it is returned to the LESSOR, the LESSOR may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The LESSOR will make the said repairs within a reasonable time of taking possession of the Equipment and will*

give the LESSEE written notice of and invoices for the said repairs. Then the LESSEE will reimburse the LESSOR for the actual expense of said repairs.

9. *The LESSEE may, but is not obligated to, enforce any warranty that the LESSOR has against the supplier or manufacturer of the Equipment. The LESSEE will enforce such warranty or indemnity in its own name and at its own expense.*

Warranties

10. *The Equipment will be in working order and fair condition upon delivery. The Equipment is of merchantable quality and is fit for the following purpose.*

Loss and Damage

11. *To the extent permitted by law, the LESSEE will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.*

12. *If the Equipment is lost or damaged, the LESSEE will continue paying Rent, will provide the LESSOR with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.*

13. *In the event of Total Loss of the Equipment, the LESSEE will provide the LESSOR with prompt written notice of such loss and will pay to the LESSOR all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the LESSEE.*

Ownership, Right to Lease and Quiet Enjoyment

14. *The Equipment is the property of the LESSOR's and will remain the property of the LESSOR's.*

15. *The LESSEE will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.*

16. *The LESSOR warrants that the LESSOR has the right to lease the Equipment according to the terms in this Agreement.*

17. *The LESSOR warrants that as long as no Event of Default has occurred, the LESSOR will not disturb the LESSEE's quiet and peaceful possession of the Equipment or the LESSEE's unrestricted use of the Equipment for the purpose for which the Equipment was designed.*

Surrender

18. *At the end of the Term or upon earlier termination of this Agreement, A. the LESSEE will make the Equipment available for pick up at Same as delivered. The LESSEE will*

pay to the LESSOR any unpaid Rent for the Term net 30 from termination [Yard to yard] B. LESSEE shall pay for substation testing from an independent third-party approved of by LESSOR to ensure that Equipment is in good working order at Equipment return.

Insurance

19. *The LESSEE will, during the whole of the Term and for as long as the LESSEE has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the full replacement value of the Equipment.*

20. *During the whole of the Term and for as long as the LESSEE has possession of the Equipment, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Equipment. The insurance policy will have limits of at least one million two hundred thousand dollars ($1,200,000).*

21. *The insurance will be in the name of the ultimate LESSEE adding the LESSOR as additionally insured with respect to this agreement and lease. The insurance policy will have a provision that it will not be reduced below contractually required limits and coverage's or cancelled unless the insurer provides the LESSOR with thirty (30) days written notice stating when such modification or cancellation will be effective. Nothing in this paragraph changes the LESSEE's obligation under Paragraph 21 of this Agreement.*

22. *Upon written demand by the LESSOR, the LESSEE will provide the LESSOR with a certificate evidencing such insurance.*

23. *Deleted paragraph for this lease*

24. *Deleted paragraph for this lease*

Taxes

25. *The LESSEE will report and pay all taxes, fees and charges associated with the Equipment, with the use of the Equipment, and with revenues and profits arising out of the use of the Equipment, including, but not limited to, sales taxes, property taxes, and license and registration fees. The LESSEE will pay any and all penalties and interest for failure to pay any tax, fee or charge on or before the date on which the payment is due. The LESSEE will pay any and all penalties and interest for failure to report required information to any taxing authority with jurisdiction over the LESSEE or the Equipment. If the LESSEE fails to do any of the foregoing, the LESSOR may, but is not obligated to, do so at the LESSEE's expense.*

26. *Notwithstanding any other provision of this Agreement, the LESSEE will not be required to pay any tax, fee or charge if the LESSEE is contesting the validity of same in the manner prescribed by the legislation governing the imposition of same, or in the*

absence of a prescribed form, in a reasonable manner. However, the LESSEE will indemnify and reimburse the LESSOR for damages and expenses incurred by the LESSOR arising from or related to the LESSEE's failure to pay any tax, fee or charge, regardless of whether the LESSEE is contesting the validity of the same or not.

27. *If the LESSEE fails to pay any and all taxes, fees, and charges mentioned in this Agreement and the LESSOR, on behalf of the LESSEE, pays the same, the LESSEE will reimburse the LESSOR for the cost upon notification from the LESSOR of the amount.*

Indemnity

28. *The LESSEE will indemnify and hold harmless the LESSOR against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the LESSEE's use of the Equipment.*

Default

29. *The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:*

    a. *The LESSEE fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the LESSEE's obligations under this Agreement.*

    b. *The LESSEE becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or other competent jurisdiction.*

    c. *A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.*

Remedies

30. *On the occurrence of an Event of Default, the LESSOR will be entitled to pursue any one or more of the following remedies (the "Remedies"):*

    a. *Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the LESSEE.*

    b. *Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.*

c. *Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The LESSEE waives any and all damage occasioned by such taking of possession.*

d. *Terminate this Agreement immediately upon written notice to the LESSEE.*

e. *Pursue any other remedy available in law or equity.*

Assignment

31. *THE LESSEE WILL ASSIGN THIS AGREEMENT, THE LESSEE'S INTEREST IN THIS AGREEMENT OR THE LESSEE'S INTEREST IN THE EQUIPMENT WITH THE PRIOR CONSENT OF THE LESSOR to Belyea Company Electrical Power Systems, 2200 Northwood Ave., Easton PA 18045.*

32. *THE LESSEE WILL SECURE A SIGNED LEASE AGREEMENT REFLECTING ALL TERMS AND CONDITIONS OF THE AGREEMENT FROM THE SUB LESSEE.*

Renewal

33. *The LESSEE may renew this Agreement for an additional Term if the LESSEE has given the LESSOR fifteen (15) days written notice of the LESSEE's intention to renew and if the LESSEE is not in default of any of the terms under this Agreement. All terms of the renewed Agreement will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.*

Additional Documents

34. *Upon written demand by the LESSOR, the LESSEE will execute and deliver to the LESSOR documents required by the LESSOR to protect the LESSOR's interest in the Equipment including, but not limited to, the documents necessary to file a UCC financing statement.*

Additional Clauses

35. *Additional rent will be paid monthly at a rate of forty thousand dollars ($40,000) per month payable net 15 from START OF TERM. Any portion of one day of the month is considered a full day and will be 1/30th of a month rent. Termination and surrender will be acknowledged in written form only and rent will terminate only when transformer is made available for pickup (EMAIL IS CONSIDERED WRITTEN FORM).*

36. *LESSEE will be responsible for restoring the mobile to the condition delivered.*

37. *The return freight LESSEE.*

Entire Agreement

38. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Address for Notice

39. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

LESSOR: Idaho Falls Power, 140 So Capital Ave., Idaho Falls, Idaho 83402

LESSEE: Mountain West Transformer, 676 Ventana Circle, Mesquite, Nevada 89027 or PO Box 1478, Pocatello, Idaho 83204.

*40. **Payment***

41. All dollar amounts in this agreement refer to U.S. dollars, and all payments required to be paid under this Agreement will be paid in U.S. dollars unless the Parties agree otherwise.

Interpretation

42. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

43. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Idaho (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted.

44. The appropriate venue to file claims regarding any disputes relating to this Agreement shall be the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

Severability

45. If there is a conflict between any provision of this Agreement and the applicable legislation of the State (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act.

Further, any provisions that are required by the Act are incorporated into this Agreement.

46. *If there is a conflict between any provision of this Agreement and any form of Agreement prescribed by the Act, that prescribed form will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Agreement.*

47. *In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.*

General Terms

48. *This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.*

49. *Time is of the essence in this Agreement.*

50. *This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.*

51. *Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.*

Notice to LESSEE

52. ***NOTICE TO THE LESSEE:*** *This is a lease. You are not buying the Equipment. Do not sign this Lease before you read it. You are entitled to a completed copy of this Agreement when you sign it.*

IN WITNESS WHEREOF the Parties have executed this Lease Agreement on this _____ day of _____, 2026.

Idaho Falls Power

Sign: _____

Print Name: _____

Title: _____

STATE OF IDAHO)

) *ss:*

County of)

On this_____day of _____, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Idaho Falls Power and whose name is subscribed to the within instrument and acknowledged to me that said company 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.

_____

Notary Public of Idaho

(Seal)

Residing at: _____

My Commission Expires: _____

Mountain West Transformer

Sign: David W Deaver

Print Name: DAVID W DEAVER

Title: President

STATE OF NEVADA)

) ss:

County of CLARK)

On this 21 *day of* July, *2026, before me, the undersigned, a notary public, in and for said State, personally appeared* ~~David~~ Deaver *known or identified to me to be the* President *of Mountain West Transformer and whose name is subscribed to the within instrument and acknowledged to me that said company 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.

Notary Public of ~~Idaho~~ NEVADA

Residing at: Mesquite NV 89027

My Commission Expires: January 31, 2029

(Seal)

JANETTE ORTIZ
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 25-2843-01
MY APPT. EXPIRES JANUARY 31, 2029

Memorandum

File #: 26-250 **City Council**

DATE: Wednesday, July 15, 2026
AGENDA: Regular
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
Amendment to Development Agreement for Trumblee Acres

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

Action(s) Requested:
Approve the Amendment to the Development Agreement for Trumblee Acres dated October 22, 2015, and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Description, Background Information, Purpose:
Trumblee Acres is a Development that was Platted in 2015. This is a plat containing two lots on the South side of W 17th South near Ironwood Drive. The existing Development agreement for this plat included the requirements to construct the road with City participation. The developer has come in and requested to revise the development agreement to align with the current policies where the Arterial Roadway widening is addressed with the collection of Impact fees. The Amended Development Agreement is being presented to address this and align with the development with our current development policies.

This item has been reviewed by the City's Legal & Public Works Departments.

26-250

AMENDMENT TO DEVELOPMENT AGREEMENT
FOR TRUMBLEE ACRES

This AMENDMENT TO DEVELOPMENT AGREEMENT FOR TRUMBLEE ACRES (hereinafter called "Amendment") is made this ____ day of _____ 2026, by and between CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho ("CITY"), whose mailing address is P.O Box 50220, Idaho Falls, Idaho 83405; and MICHAEL A. TRUMBLEE, (hereinafter called "DEVELOPER"), whose mailing address is 2225 W 17th S., Idaho Falls, Idaho 83402

WITNESSETH

WHEREAS, DEVELOPER is, or will be, the owner, in law or equity, of those certain tracts of land in the County of Bonneville, State of Idaho, which tracts are more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Property");

WHEREAS, DEVELOPER and CITY entered into that certain Development Agreement for Trumblee Acres dated on or about the 22nd day of October, 2015 (the "Agreement") recorded as Instrument Number 1512648, whereby DEVELOPER and CITY agreed to certain terms and conditions regarding the development of the Property; and

WHEREAS, DEVELOPER has met with CITY pertaining to the Participation in Arterial Street Section during construction of the Development. DEVELOPER and CITY have expressed the desire to provide an alternative to the Participation in Arterial Street Section in the subdivision via installation by the CITY; and

WHEREAS, DEVELOPER and CITY desire to continue all terms and obligations in the October 22, 2015 Agreement, except for the specific amendments contained in this Amendment.

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

1. Delete the S.C. 5.00 on page 10 and 11 Participation in Arterial Street Section for the 350 feet of street frontage on 17th South (Mill Road) and substitute the following:

S.C. 5.00 (Revised) Payment In Lieu of Design and Construction: In lieu of DEVELOPER designing and constructing the entire frontage for approximately 350 feet of 17th South (Mill Road), which would have been pursuant to the original S.C. 5.00 of the Development Agreement signed on October 22, 2015, Developer shall pay an agreed upon amount of Six Thousand Three Hundred Thirty Dollars ($6,330.00).

2. Add S.C. 6.00 to page 11 of 11, which shall include the following:

S.C. 6.00 Impact Fees for New Construction: Any new buildings on this Development shall be subject to applicable impact fee payments, pursuant to CITY's code.

3. Except as specifically modified, altered, or changed by this Amendment, the Agreement shall remain unchanged and in full force and effect. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to them in the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date and year first written above.

ATTEST:

CITY OF IDAHO FALLS

_____
Linda Lundquist, City Clerk

By: _____
Lisa Burtenshaw, Mayor

Trumblee Acres
DEVELOPER

By: Michael A. Trumblee
Michael A. Trumblee

STATE OF IDAHO)
: ss.
COUNTY OF BONNEVILLE)

On this ____ day of _____ 2026, before me, the undersigned, a notary public, in and for said State, 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 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.

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

(Seal)

STATE OF IDAHO)
: ss.
COUNTY OF BONNEVILLE)

On the 9 day of July 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Michael A. Trumblee, known or identified to me to be the person whose name is subscribed to the forgoing document, and acknowledged to me that he is authorized to do so.

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)

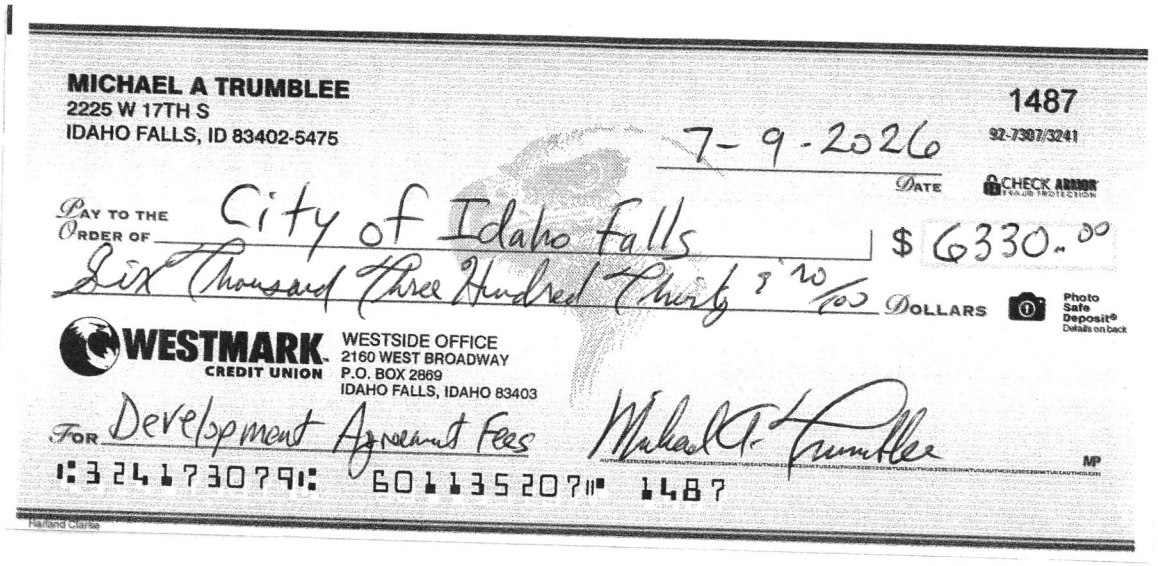


Notary Public of Idaho
Residing at: Bonneville
My Commission Expires: 11-03-2031


DEBRICK HUNTER
NOTARY
PUBLIC
STATE OF IDAHO

-EXHIBIT A-
Property

LEGAL DESCRIPTION
Lot 1 and Lot 2, Block 1, Trumblee Acres Division No. 1 an Addition to the City of Idaho Falls, Bonneville County, Idaho. Part of the NE ¼ of the NW ¼ of Section 26, T. 2N., R. 37 E.B.M.



MICHAEL A TRUMBLEE
2225 W 17TH S
IDAHO FALLS, ID 83402-5475

1487
92-7307/3241

7-9-2026
DATE

CHECK ARMOR FRAUD PROTECTION

PAY TO THE ORDER OF City of Idaho Falls $ 6330.00

Six Thousand Three Hundred Thirty 3/20/00 DOLLARS

Photo Safe Deposit® Details on back

WESTMARK CREDIT UNION
WESTSIDE OFFICE
2160 WEST BROADWAY
P.O. BOX 2869
IDAHO FALLS, IDAHO 83403

FOR Development Agreement Fees

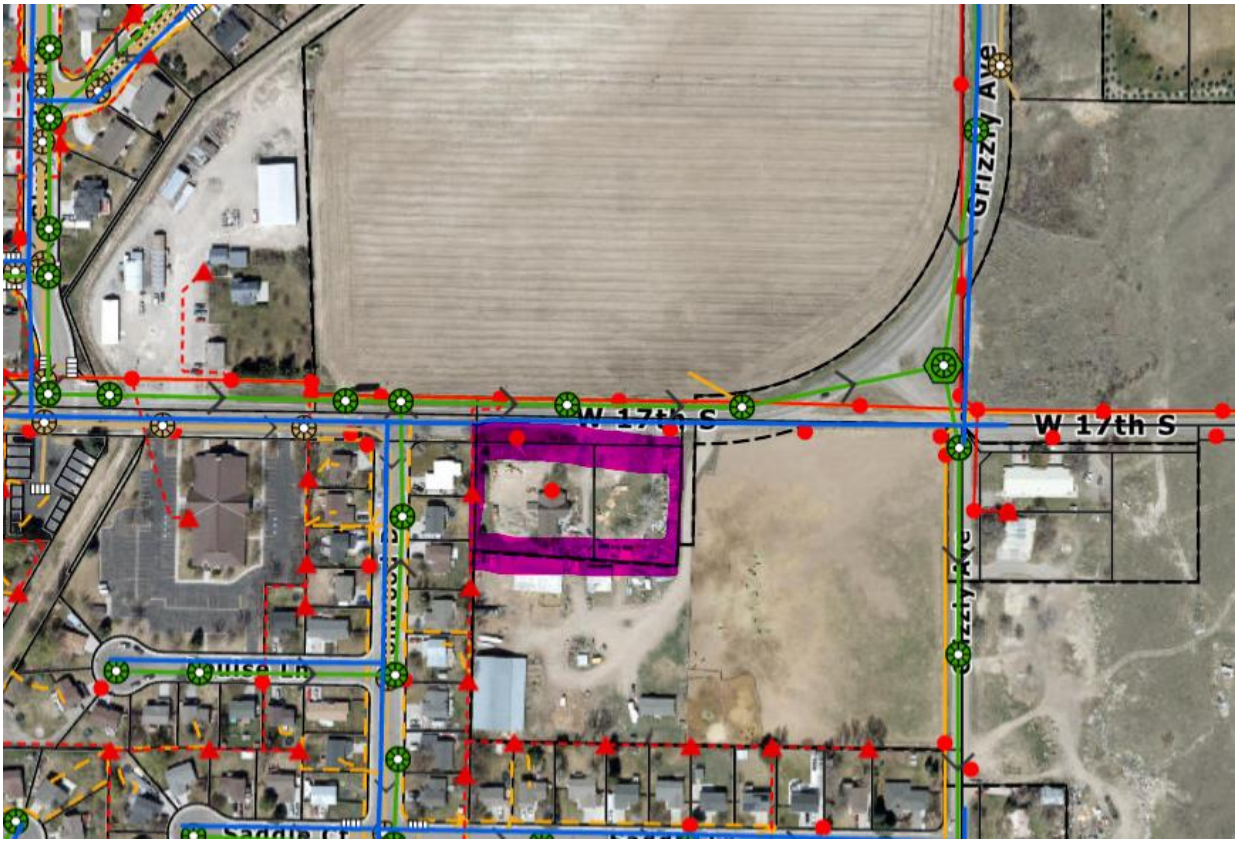
Michael A. Trumblee

MP

⑆324173079⑆ 601135207⑈ 1487

Harland Clarke


HILL JENNIFER LEE
WAKEMAN TIMOTHY J
HILL JENNIFER LEE
W 17th S
ROAD
W 17th S
RPA41110010010
RODRIGUEZ
RODRIGUEZ TERESA
TERESA
1727
1727
IRONWOOD DR
RPA60800010010
TRUMBLEE
MICHAEL
2225
TRUMBLEE
MICHAEL
2225 W 17TH S
2201
RPA60800010020
TRUMBLEE
MICHAEL
TRUMBLEE
MICHAEL
W 17TH S
RPA41110010020
SCHUEBERT DANIEL
SCHUEBERT KIMBERLY
1751
SCHUEBERT
DANIEL
SCHUEBERT KIMBERLY
1751 IRONWOOD DR
ROAD
ROBERTS HUGH
ROBERTS KAREN
1775
1775
IRONWOOD DR
RPA41110010030
ROBERTS HUGH
ROBERTS KAREN
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JOHNSON JOHNSON
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1799
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SOUTHWICK WAYNE R
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SOUTHWICK WAYNE R
SOUTHWICK MARLENE Y
RP02N37E
SOUTHWICK
SOUTH
MARLE


Grizzly Ave
W 17th S
W 17th S
Grizzly Ave

Memorandum

File #: 26-259 **City Council**

DATE: Tuesday, July 21, 2026
AGENDA: Regular
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
Easement Vacation of portions of Pop Kroll Way lying within the SW1/4 of Section 8 T. 2 N., R. 38 E., Bonneville County

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

Action(s) Requested:
Approve the Ordinance vacating an easement under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

Description, Background Information, Purpose:
The City, as the property owner, has formally requested the easement vacation as described in the accompanying exhibit and detailed within the reference Ordinance. Following an internal evaluation, City staff reviewed the request and determined that the proposed vacation is warranted. As a result, they recommend approval of the request.
By enabling property owners to make more effective use of their land, these actions align with long-term development goals.

This item has been reviewed by the City's Legal, Public Works and Municipal Services Departments.

26-259

EXHIBIT "A"

A parcel of land lying in a portion of the Southwest ¼ (SW¼) of Section 8, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the West ¼ Corner of said Section 8, and running THENCE S 00°22'12" W 40.00 feet along the west line of said Section 8 to a southwesterly corner of Pop Kroll Addition Division No. 1, as recorded with the Office of the Recorder for Bonneville County as instrument number 1039355, which is the basis of bearings for this metes and bounds description; THENCE S 89°54'16" E 404.00 feet along the southerly boundary of said Pop Kroll Addition to the **TRUE POINT OF BEGINNING**, and running THENCE S 89°54'16" E 69.91 feet to an angle point in said southerly boundary of Pop Kroll Addition; THENCE S 45°13'59" W 28.22 feet along said southerly boundary; THENCE S 00°22'12" W 40.00 feet along said southerly boundary; THENCE S 89°59'11" W 50.00 feet along said southerly boundary; THENCE N 00°22'12" E 60.00 feet along said southerly boundary to the **TRUE POINT OF BEGINNING**, and containing 3195.84 square feet, 0.0734 acres, more or less.



This is a facsimile of the signature and seal. If the document is not in its original digital form and does not contain the valid Identrust verified signature, then this is only a non-certified copy. An original of this file is kept with the Office of the City Surveyor for the City of Idaho Falls, Idaho, and will be made available upon request.

EXHIBIT "B"

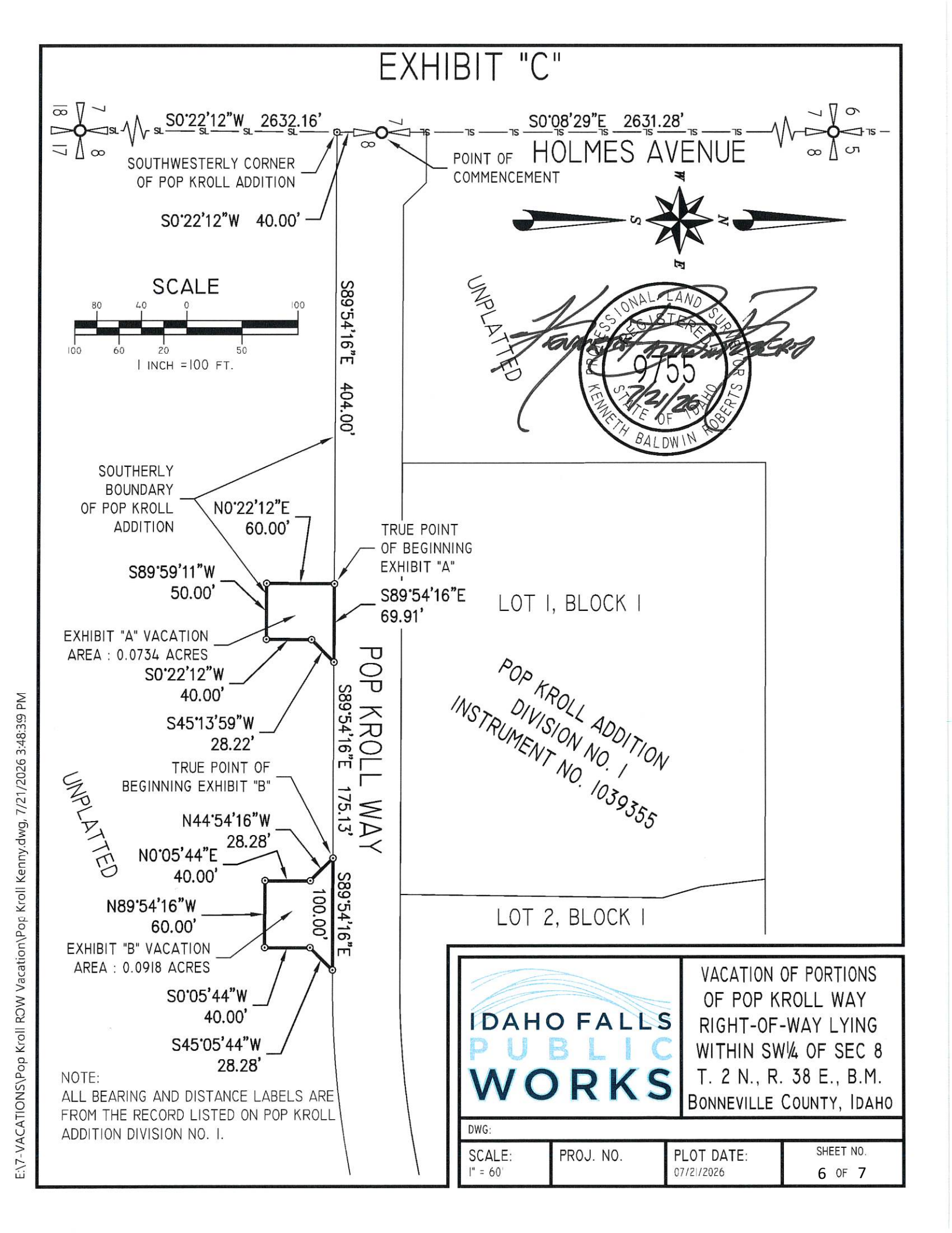
A parcel of land lying in a portion of the Southwest ¼ (SW¼) of Section 8, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the West ¼ Corner of said Section 8, and running THENCE S 00°22'12" W 40.00 feet along the west line of said Section 8 to a southwesterly corner of Pop Kroll Addition Division No. 1, as recorded with the Office of the Recorder for Bonneville County as instrument number 1039355, which is the basis of bearings for this metes and bounds description; THENCE S 89°54'16" E 404.00 feet along the southerly boundary of said Pop Kroll Addition; THENCE S 89°54'16" E 69.91 feet to an angle point in said southerly boundary of Pop Kroll Addition; THENCE S 89°54'16" E 175.13 feet along said southerly boundary to the **TRUE POINT OF BEGINNING**, and running THENCE S 89°54'16" E 100.00 feet to an angle point in said southerly boundary of Pop Kroll Addition; THENCE S 45°05'44" W 28.28 feet along said southerly boundary; THENCE S 00°05'44" W 40.00 feet along said southerly boundary; THENCE N 89°54'16" W 60.00 feet along said southerly boundary; THENCE N 00°05'44" E 40.00 feet along said southerly boundary; THENCE N 44°54'16" W 28.28 feet along said southerly boundary to the **TRUE POINT OF BEGINNING**, and containing 3999.94 square feet, 0.0918 acres, more or less.



This is a facsimile of the signature and seal. If the document is not in its original digital form and does not contain the valid Identrust verified signature, then this is only a non-certified copy. An original of this file is kept with the Office of the City Surveyor for the City of Idaho Falls, Idaho, and will be made available upon request.

EXHIBIT "C"



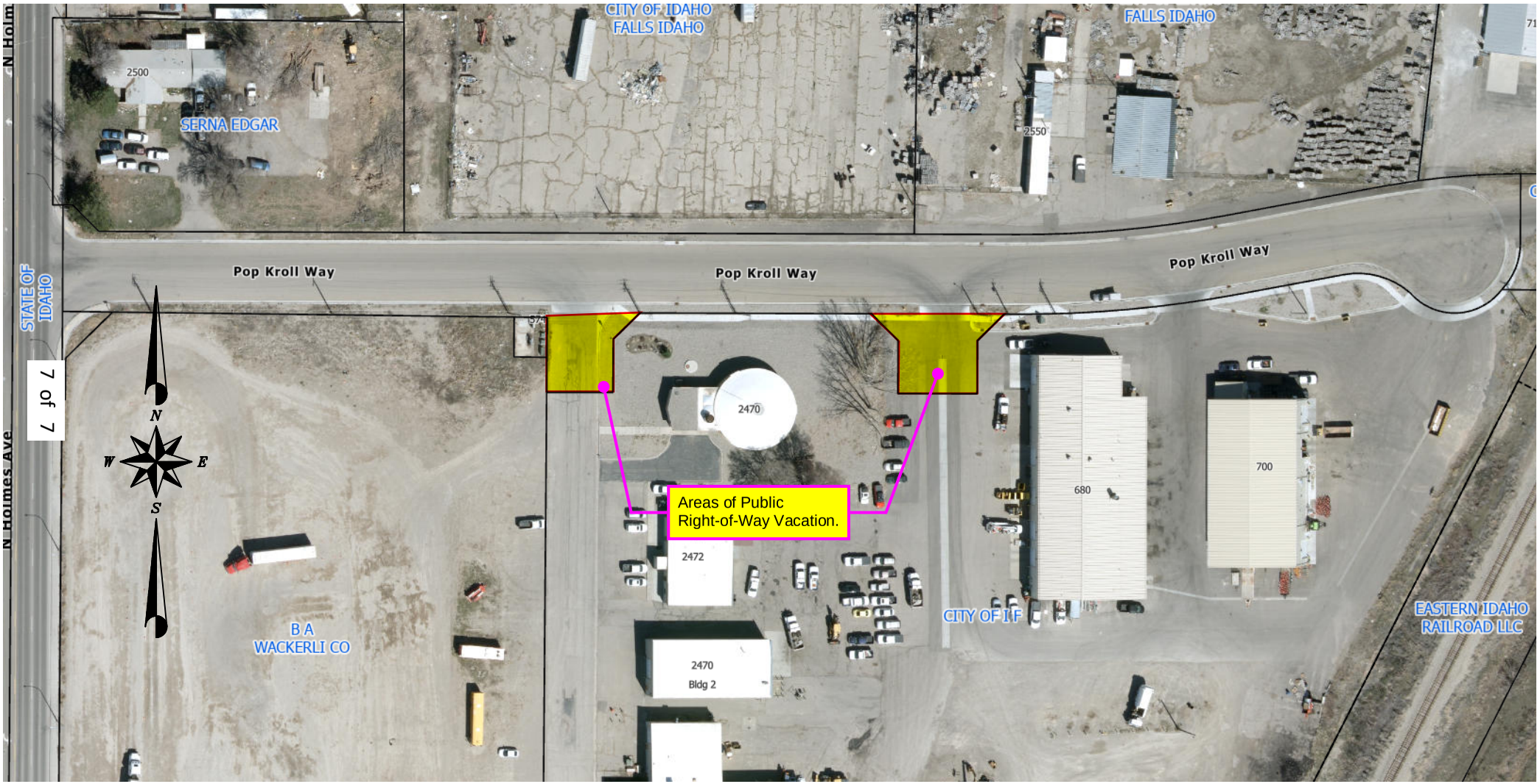
NOTE:
ALL BEARING AND DISTANCE LABELS ARE FROM THE RECORD LISTED ON POP KROLL ADDITION DIVISION NO. 1.

IDAHO FALLS PUBLIC WORKS

VACATION OF PORTIONS OF POP KROLL WAY RIGHT-OF-WAY LYING WITHIN SW¼ OF SEC 8 T. 2 N., R. 38 E., B.M. BONNEVILLE COUNTY, IDAHO

DWG:			
SCALE: 1" = 60'	PROJ. NO.	PLOT DATE: 07/21/2026	SHEET NO. 6 OF 7

E:\7-VACATIONS\Pop Kroll ROW Vacation\Pop Kroll Kenny.dwg, 7/21/2026 3:48:39 PM


CITY OF IDAHO FALLS IDAHO
FALLS IDAHO
2500
SERNA EDGAR
2550
Pop Kroll Way
Pop Kroll Way
Pop Kroll Way
STATE OF IDAHO
N Holmes Ave
N
W
E
S
2470
Areas of Public Right-of-Way Vacation.
2472
680
700
B A WACKERLI CO
2470
Bldg 2
CITY OF I F
EASTERN IDAHO RAILROAD LLC

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF TWO PORTIONS OF PUBLIC RIGHT-OF-WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED PORTIONS OF RIGHT-OF-WAY SHALL VEST AS SPECIFIED IN SECTION 2 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the two portions of right-of-way to be vacated are street stubs, which are further described in Section 1 (the "street stubs"); and

WHEREAS, these street stubs that project to the south from the main portion of right-of-way known as Pop Kroll Way are not constructed in the required manner for public streets; and

WHEREAS, it is no longer the practice to create these types of street stubs; and

WHEREAS, it is in the best interest of the City to remove these street stubs to allow for a more efficient utilization of the City-owned property to the south.

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

SECTION 1. Vacation. Two portions of property being existing platted public right-of-way, pursuant to Pop Kroll Addition Division No. 1, as recorded with the Office of the Recorder for Bonneville County as instrument number 1039355, lying in a portion of the Southwest ¼ (SW¼) of Section 8, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, south of the southerly right-of-way line of Pop Kroll Way, east of Holmes Avenue, north of Willow Creek, and west of the Ashton/St. Anthony Branch of the Union Pacific Railroad. These portions of property to be vacated are more particularly described in Exhibits "A" and "B" of this Ordinance, and are depicted in Exhibit "C" of this Ordinance.

SECTION 2. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining south property that the two portions of right-of-way described in Section 1 of this Ordinance be in the same is hereby vacated and shall revert to property owners as follows:

Vacation of property incorporated herein as follows, the entire two portions of the vacated right-of-way shall be vacated to the south property owner: City of Idaho Falls, 308 Constitution Way, Idaho Falls, Idaho 83402 ("Property Owner").

SECTION 3. 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 4. 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 5. 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 March, 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 VACATION OF TWO PORTIONS OF PUBLIC RIGHT-OF-WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED PORTIONS OF RIGHT-OF-WAY SHALL VEST AS SPECIFIED IN SECTION 2 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.."

A full copy of the text of the ordinance is available at City Hall.

(SEAL)

_____
LINDA LUNDQUIST
City Clerk

Memorandum

File #: 26-242 **City Council**

DATE: Wednesday, July 1, 2026
AGENDA: Regular
FROM: Pam Alexander, Municipal Services Director
DEPARTMENT: Municipal Services

Title
Public Hearing - Intended Exchange of City-Owned Real Property

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

Action(s) Requested:

1. Pursuant to Idaho Code §§ 50-1402 and 50-1403, hold a public hearing to consider the intended exchange of property.
2. Approve the exchange of real property based on a valuation of $2.50 per square foot, subject to final survey results, with an equalizing cash payment to be made by the developer to the City based on the difference in value, with the developer paying one-half of the $3,500.00 property appraisal cost and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
On Monday, June 22, 2026, the Parks and Recreation Department presented recommendations to exchange 0.229 acres of City-owned property located at the north end of Inglewood Drive for 0.050 acres of developer-owned property northeast of the north end of Eaglewood Drive and adjacent to Sage Lakes Golf Course. On that same date, City Council issued a declaration pursuant to Idaho Code § 50-1402 explaining the terms of the proposed exchange and of its intent to exchange this property on these terms. The notice of public hearing was published in the newspaper on Saturday, July 11, 2026, and Saturday, July 18, 2026.

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

City of Idaho Falls

Declaration of Intent to Value & Exchange Real Property at Sage Lakes Golf Course

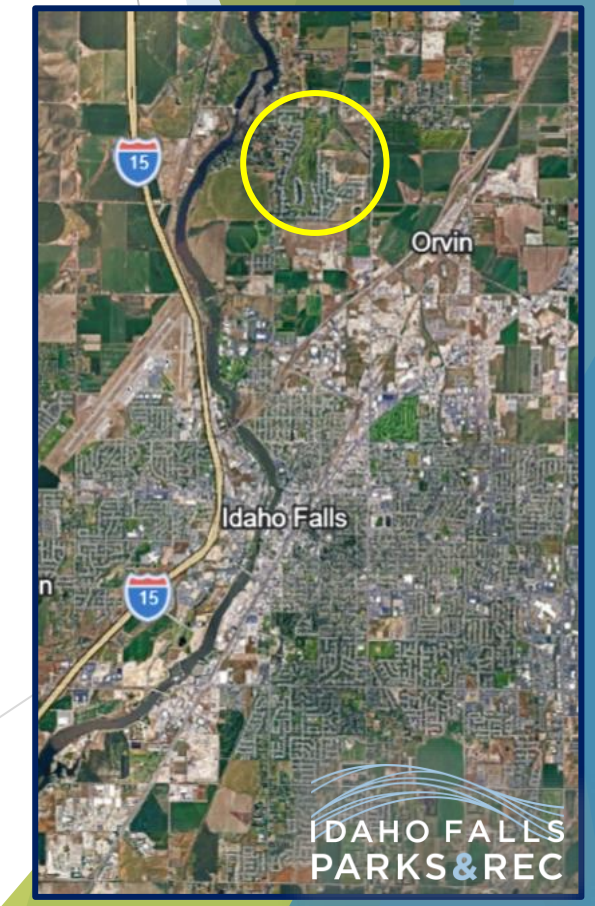
Monday, June 22, 2026

IDAHO FALLS PARKS & REC

Today's Purpose

- The Parks and Recreation Department would like to build a public restroom on the front 9 at Sage Lakes Golf Course.
  - Golfers spend roughly 4-hours playing a round of golf, making restroom access a reasonable expectation for a public recreation facility.
  - A strategically located on-course restroom is not a luxury amenity, it's a basic service that improves customer experience and protects the golf course environment.
- City Council approved funding in the Golf Fund, to build this restroom.
- Unfortunately, utilities are very limited in the ideal restroom location.
- The City owns a small piece of property, that was never included in the course design, because it's located on the far side of an irrigation ditch.
- The Parks and Recreation Department is seeking approval to exchange the unused property for a piece of property that is adjacent to the course, where the developer can run utilities to Sage Lakes.
- An appraisal has been completed for both properties.
- We are seeking a declaration of intent to exchange real property.





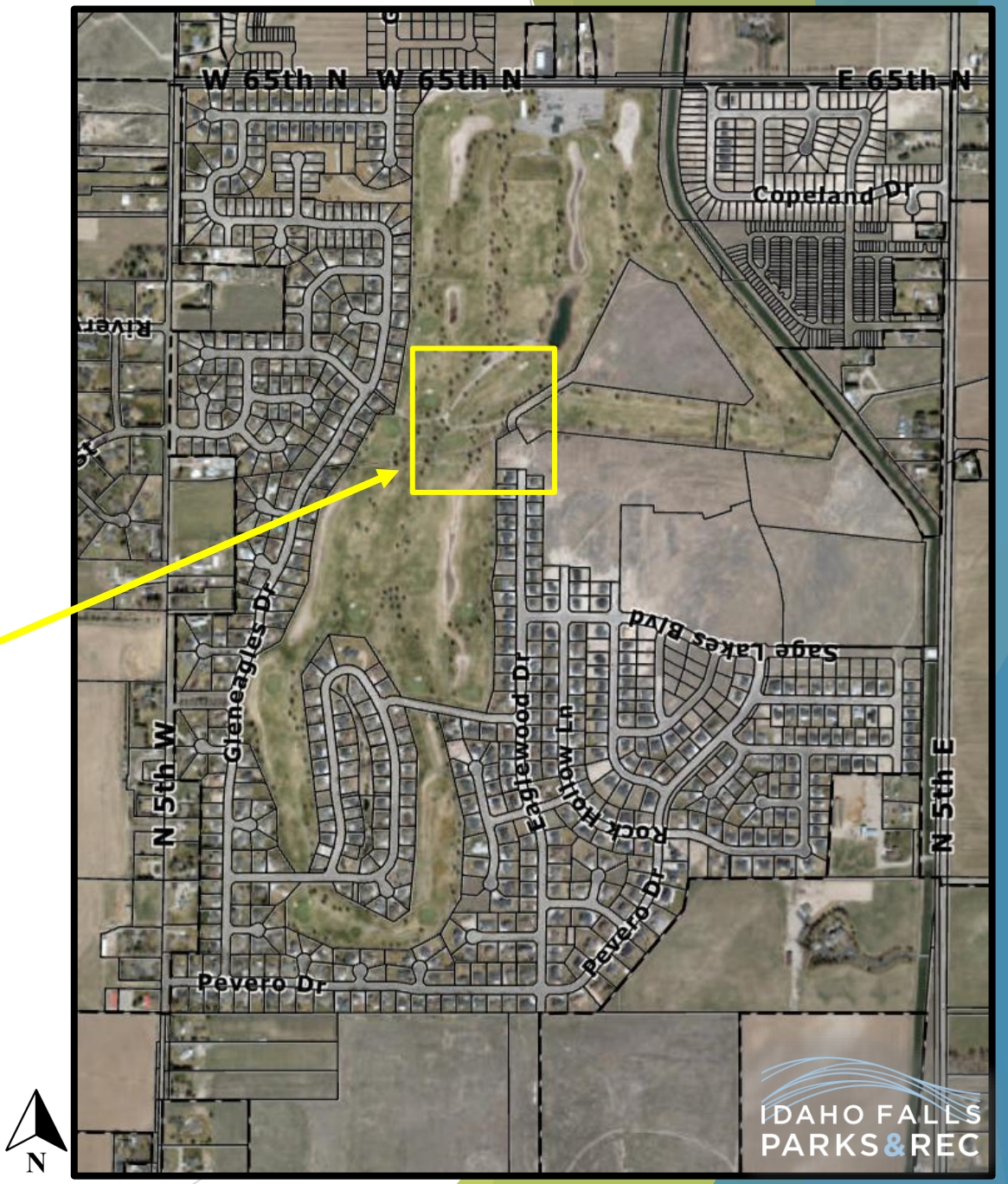


Ideal Restroom Location

IDAHO FALLS
PARKS & REC

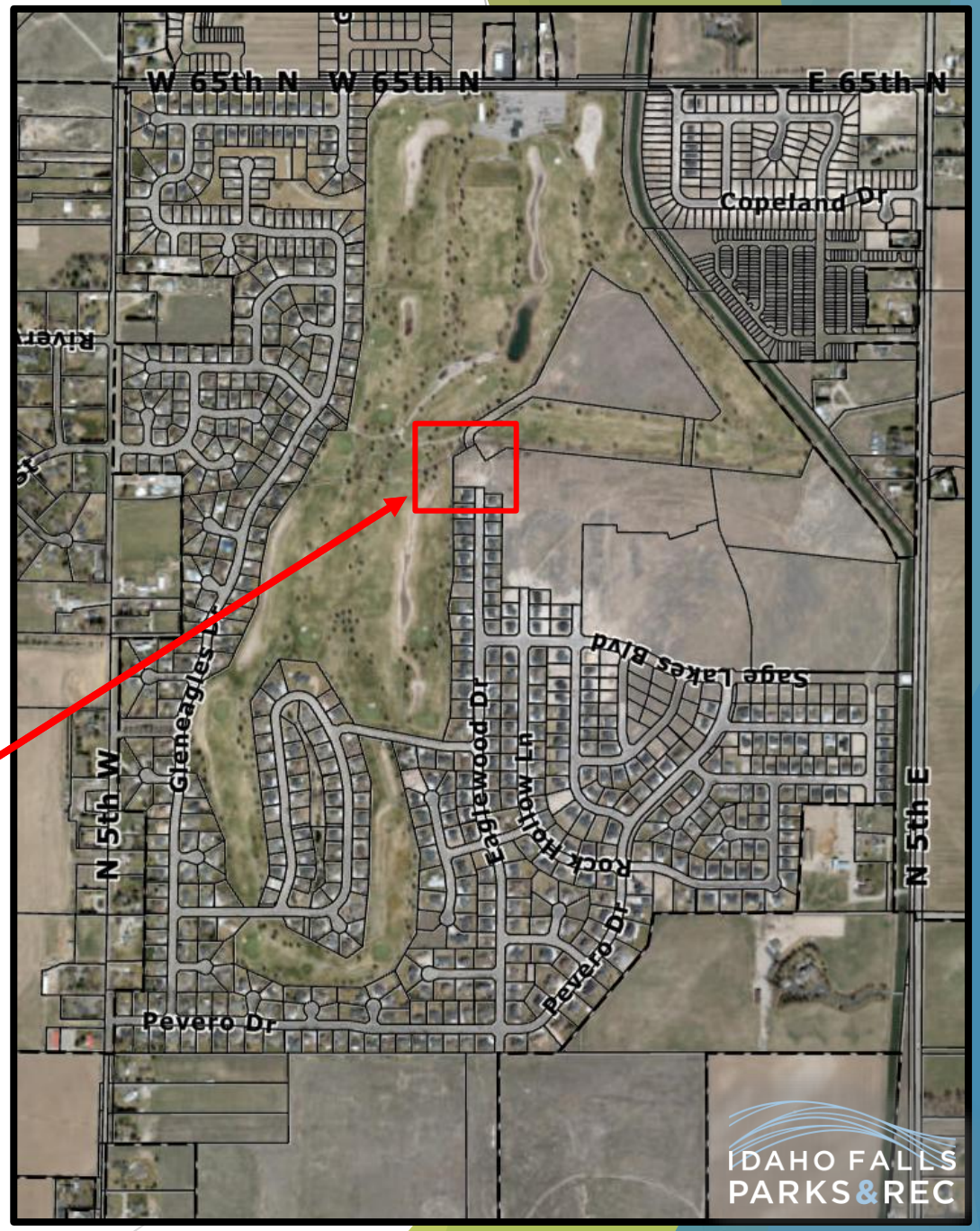
Limited Utilities in the Area





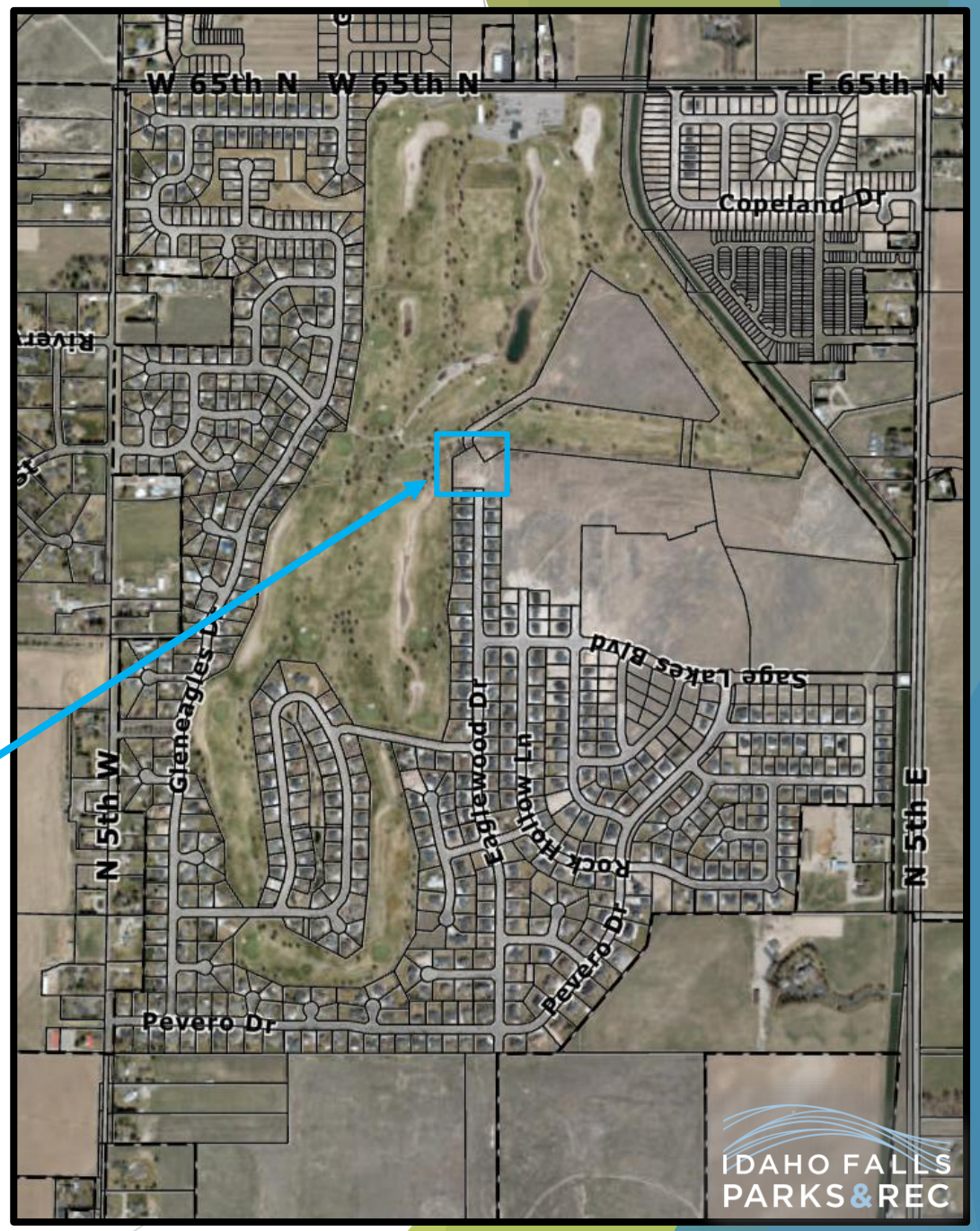
Unused City-Owned Property





Developer-Owned Property Where Utilities Could Be Run





Per Idaho State Code (§50-1402)

- ***Whenever the city council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange.***

An Appraisal was Completed by Mountain States Appraisal, LLC.

City-Owned Property

- .229-acre (9,983 SF)
- Situated about 200 feet north of the north end of Eaglewood Drive, in Idaho Falls Idaho.
- Separated from the golf course by an irrigation canal.
- Appraised Value: $25,000

AHG-FEW Holdings, LLC Property

- .050-acre (2,183 SF)
- Situated about 220 feet northwest of the north end of Eaglewood Drive, in Idaho Falls Idaho.
- Adjacent to golf course property.
- Appraised Value: $5,500

Developer will owe the City $19,500 in addition to the land exchange.



Per Idaho State Code (§50-1403)

- ***Following a declaration of intent to sell or exchange real property, the clerk of the city shall publish a summary of the action taken by the city council in the official newspaper of the city and provide notice of a public hearing before the city council.***

  If Council declares that they would like to exchange the identified properties, using the appraised values, the intent will be published in the Post Register and a Public Hearing will be scheduled on Thursday, July 30th.

Per Idaho State Code (§50-1403)

- *Following a declaration of intent to sell or exchange real property, the clerk of the city shall publish a summary of the action taken by the city council in the official newspaper of the city and provide notice of a public hearing before the city council.*
- ***When it is determined by the city council to be in the city's best interest that the property be offered for exchange, the council may do all things necessary to exchange any property owned by the city for real property of equal value pursuant to terms which shall be a matter of public record.***

Staff Recommendation

- Today, we are here asking for you to make a declaration of intent to exchange these real properties at the appraised values, meaning AHG-FEW Holdings, LLC will pay the difference in property values, which is $19,500.
- We will then work with the developer to run utilities through the exchanged property, to the perimeter of Sage Lakes Golf Course.

Questions?

APPRAISAL REPORT

Fairway Estates Tracts
0.229 Acres of Tax Lot RPA2210003001O and
0.050 Acres of Tax Lot RPA00038311729
Situated North of Eaglewood Drive
Idaho Falls, Idaho 83401
June 1, 2026



FOR

Ms. Pamela Alexander,
Municipal Services Director
City of Idaho Falls, ID
308 Constitution Way
Idaho Falls, ID 83402

Client ID: None

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, ID 83706
208-336-1097 phone
208-345-1175 fax

MSA File 26-0078

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
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Joe Corlett, MAI, SRA
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Kevin Ritter, MAI
Derek Newton, MAI
Jeff Vance, MAI
Paul Dehlin, MAI
David Pascua, Analyst
Jon Vestal, Jr., CRA

June 1, 2026

Ms. Pamela Alexander
Municipal Services Director
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

RE: Appraisal Report for
Fairway Estates Tracts
0.229 acres of Tax Lot RPA2210003001O and
0.05 acres of Tax Lot RPA00038311729
Idaho Falls, ID 83401

Dear Ms. Alexander:

In accordance with your request, we have prepared an appraisal report for the above-referenced properties. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. We have not performed as an appraiser or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment. Our analyses, opinions, and conclusions were prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

Two subject properties were identified to us by the client and they are referred to throughout this report as Subjects A and B respectively. Neither subject property had a street address or a formal legal description as of the effective date of value. Both properties were identified in an exhibit provided by the client. This exhibit is presented in several places in the body of this report and is referred to as the "City Land Swap Exhibit".

It is our understanding that a developer has submitted an application for a single-family residential subdivision development on land immediately adjacent to and including Subject B. As of the effective date of value, Subject A was owned by the City of Idaho Falls, whereas Subject B was owned by AHG-FEW Holdings, LLC (who is presumably the developer contemplating the proposed subdivision). According to the client, the city is contemplating an exchange with the developer in conjunction with the proposed development that would entail an ownership exchange of Subject A for Subject B. It is possible that additional compensation by one side or the other might be part of the exchange as well, but the exact details of the exchange were not provided as it is our understanding that the agreement won't be completed until after the city receives the results of this appraisal.

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Subject A was identified as a triangular shaped 0.229-acre tract of land that is a portion of tax parcel RPA2210003001O and is situated about 200 feet north of the north end of Eaglewood Drive, in Idaho Falls Idaho. Subject B was identified as an irregular shaped 0.050-acre tract of land that is a portion of tax parcel RPA00038311729 and is situated about 220 feet northwest of the north end of Eaglewood Drive, in Idaho Falls Idaho. Exhibits and coordinates identifying both subject properties are presented later in this report. The accuracy of the information provided by the client in identifying and describing the subject properties is assumed.

The client requested fee simple market value estimates for both subject properties. The effective date of value for both properties in this report is May 11, 2026. As of the effective date of value, both subject properties required utility line extensions and roadway access. Additionally, the size of Subject B was less than the minimum lot size requirement for R1 zoned land. In recognition of these observations, several extraordinary assumptions and a hypothetical condition were employed in this report. The extraordinary assumptions and a hypothetical condition are critical to the development of the value estimates for the subject properties. We strongly recommend that the reader pay close attention to the extraordinary assumptions and the hypothetical condition for a clear understanding of the results of this appraisal.

The City of Idaho Falls is the client for this assignment. Additionally, accounting and/or legal professionals in the employ of the client (to be specifically identified by Ms. Pamela Alexander at some later date) are also recognized as intended users of this report. No other users were intended. The intended use of this appraisal is for asset valuation as it pertains to a potential trade. No other uses were intended.

The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. If there are extraordinary assumptions and/or hypothetical conditions used in this report, the use of these extraordinary assumptions and hypothetical conditions might have affected the assignment results. The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent on the following extraordinary assumptions and/or hypothetical conditions:

Extraordinary Assumptions

- It is assumed in this report that a developer has proposed a residential subdivision that will include tax lot RPA00038311729 (which includes Subject B) and Subject A.
- It is assumed that the previously referenced proposed residential subdivision will be approved by the City of Idaho Falls.
- It is assumed in this report that Subject A can be re-zoned to R1 by the City of Idaho Falls.
- The client provided an exhibit which is presented in the Property Description section of this report and referenced as “City Land Swap Exhibit”. The exhibit includes lot lines (for several apparent residential lots) and areas that appear to comprise right-of-way. It is assumed that this exhibit is part of the proposed residential subdivision mentioned previously. The locations, sizes, and dimensions for the two subject properties referenced in the “City Land Swap Exhibit” are assumed accurate. The apparent roadway areas in the exhibit are assumed to comprise eventual public rights-of-way that will provide roadway access and areas for utility line extensions to both subject properties.
- It is assumed in this report that all utility lines could be extended to the subject locations without the need for additional expenditures to expand line capacities.

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- It is assumed in this report that there are no other portions of the proposed subdivision that might negatively impact the utility of either Subject A or Subject B.

Hypothetical Conditions:

- It is a hypothetical condition of this report that Subject A (as identified herein) has been assembled to tax lot RPA00038311729 (which includes Subject B) as of the effective date of value, thus is a component of the previously referenced proposed residential subdivision, will eventually comprise a marketable lot within the subdivision, and has been re-zoned as R1 by the City of Idaho Falls as of the effective date of value. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject A is an allocation of value from the hypothetically assembled tract that includes it.
- It is a hypothetical condition of this report that (as of the effective date of value) Subject B is assembled to Lot 16 (as identified in the City Land Swap Exhibit presented herein) upon approval of the previously discussed residential subdivision. Thus, it is assumed that the assemblage will generate a new parcel that is a marketable residential lot compliant with the R1 zoning designation of the city of Idaho Falls. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject B is an allocation of value from the hypothetically assembled tract that includes it. Notably, it is our understanding that the City Land Swap Exhibit provided by the client is part of the proposed subdivision referenced previously.

If any of the Extraordinary Assumptions or Hypothetical Conditions are incorrect, a re-analysis may become necessary. Based on the analysis contained in the following report, our value conclusions of the subject property (relative to the scenarios considered) are summarized as follows:

Value Conclusions

Item	Subject A	Subject B
Location	Approximately 200 feet north of the north end of Eaglewood Drive	Approximately 220 feet northeast of the north end of Eaglewood Drive
City, State	Idaho Falls, ID	Idaho Falls, ID
Scenario Considered	As If Assembled	As If Assembled
Value Type	Market Value	Market Value
Property Rights Appraised	Fee Simple	Fee Simple
Effective Date	May 11, 2026	May 11, 2026
Value Conclusions	**$25,000**	**$5,500**
Marketing Time Conclusion	6 to 12 months	6 to 12 months
Exposure Term Conclusion	6 to 12 months	6 to 12 months

Respectfully Submitted,
Mountain States Appraisal, LLC



Paul Dehlin, MAI
Senior Appraiser
Idaho CGA 343 (expires 9/9/2027)



G. Joseph Corlett, MAI, SRA
Senior Appraisal Manager
Idaho CGA-7 (expires 3/11/2027)

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Summary of Salient Facts

General Information

Property Identification	Subject A	Subject B
Location	Approximately 200 feet north of the north end of Eaglewood Drive	Approximately 220 feet northwest of the north end of Eaglewood Drive
City, State	Idaho Falls, ID	Idaho Falls, ID
Coordinates	43.5469, -112.0342	43.5469, -112.0348
Tax Parcel Number	Portion of RPA22100030010 (see comments)	Portion of RPA00038311729 (see comments)
Owner of Record	City of Idaho Falls, Idaho	AHG-FEW Holdings, LLC
Land Area (acres)	0.229	0.050
Land Area (SF)	9,983	2,183
Zoning Designation	City of Idaho Falls, Public (Idaho Falls)	City of Idaho Falls, R1 (Idaho Falls)
Highest and Best Use	As follows:	
As Vacant	Development with a single-family residential lot upon completion of the noted assemblage discussed in the hypothetical conditions presented in this report	Development with a single-family residential lot upon completion of the noted assemblage discussed in the hypothetical conditions presented in this report
As Improved	NA	NA
Appraisal Premise	Market Value	Market Value
Property Interest Appraised	Fee Simple	Fee Simple
Scenarios Considered	As If Assembled	As If Assembled
Effective Date of Value	May 11, 2026	May 11, 2026

Value Indications

Market Value Indications	Subject A	Subject B
Property Interest Appraised	Fee Simple	Fee Simple
Scenario	As If Assembled	As If Assembled
Residual Technique	$21,663	$4,737
Sales Comparison Approach	$26,455	$5,785
Income Approach	Not Developed	Not Developed
Cost Approach	Not Developed	Not Developed

Value Conclusions

As Is Market Value Conclusion	Subject A	Subject B
Property Rights Considered	Fee Simple	Fee Simple
Scenario	As If Assembled	As If Assembled
Effective Date	May 11, 2026	May 11, 2026
Market Value Conclusion	$25,000	$5,500
Marketing Time Conclusion	6 to 12 months	6 to 12 months
Exposure Term Conclusion	6 to 12 months	6 to 12 months

Extraordinary Assumptions

- It is assumed in this report that a developer has proposed a residential subdivision that will include tax lot RPA00038311729 (which includes Subject B) and Subject A.
- It is assumed that the previously referenced proposed residential subdivision will be approved by the City of Idaho Falls.
- It is assumed in this report that Subject A can be re-zoned to R1 by the City of Idaho Falls.
- The client provided an exhibit which is presented in the Property Description section of this report and referenced as "City Land Swap Exhibit". The exhibit includes lot lines (for several apparent residential lots) and areas that appear to comprise right-of-way. It is assumed that this exhibit is part of the proposed residential subdivision mentioned previously. The locations, sizes, and dimensions for the two subject properties referenced in the "City Land Swap Exhibit" are assumed accurate. The apparent roadway areas in the exhibit are assumed to comprise eventual public rights-of-way that will provide roadway access and areas for utility line extensions to both subject properties.

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- It is assumed in this report that all utility lines could be extended to the subject locations without the need for additional expenditures to expand line capacities.
- It is assumed in this report that there are no other portions of the proposed subdivision that might negatively impact the utility of either Subject A or Subject B.

Hypothetical Conditions:

- It is a hypothetical condition of this report that Subject A (as identified herein) has been assembled to tax lot RPA00038311729 (which includes Subject B) as of the effective date of value, thus is a component of the previously referenced proposed residential subdivision, will eventually comprise a marketable lot within the subdivision, and has been re-zoned as R1 by the City of Idaho Falls as of the effective date of value. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject A is an allocation of value from the hypothetically assembled tract that includes it.
- It is a hypothetical condition of this report that (as of the effective date of value) Subject B is assembled to Lot 16 (as identified in the City Land Swap Exhibit presented herein) upon approval of the previously discussed residential subdivision. Thus, it is assumed that the assemblage will generate a new parcel that is a marketable residential lot compliant with the R1 zoning designation of the city of Idaho Falls. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject B is an allocation of value from the hypothetically assembled tract that includes it. Notably, it is our understanding that the City Land Swap Exhibit provided by the client is part of the proposed subdivision referenced previously.

If any of the Extraordinary Assumptions or Hypothetical Conditions are incorrect, a re-analysis may become necessary. Based on the analysis contained in the following report, our value conclusions of the subject property (relative to the scenarios considered) are summarized as follows:

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Aerial and Front Views

AERIAL VIEW



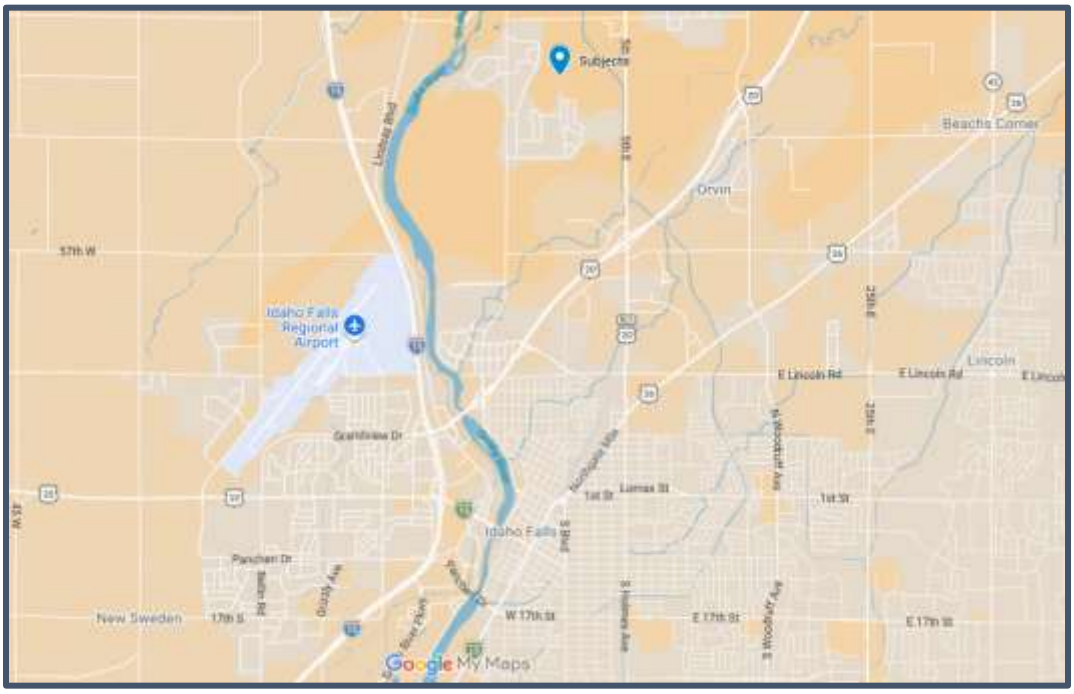
VIEW OF SUBJECT A



VIEW OF SUBJECT B



Location Map



Introduction

Client and Intended User(s) of the Appraisal

The City of Idaho Falls is the client for this assignment. Additionally, accounting and/or legal professionals in the employ of the client (to be specifically identified by Ms. Pamela Alexander at some later date) are also recognized as intended users of this report. No other users were intended.

Intended Use of the Appraisal

The intended use of this appraisal is for asset valuation as it pertains to a potential trade. More specifically, Subject A was owned by the City of Idaho Falls, and Subject B was owned by AHG-FEW Holdings, LLC as of the effective date of value. It is our understanding that these two parties are contemplating an ownership trade of the two subject properties, and this appraisal was requested to assist our client in completing this exchange. No other uses were intended.

Real Estate Identification

Two subject properties were identified to us by the client. Neither subject property had a street address or a formal legal description as of the effective date of value. Both properties were identified in a sketch provided to us by the client that shows the boundaries, shapes, and sizes of each subject property. Following, we present a copy of the sketch provided by the client identifying the two subject properties. Call out comments are included in the following exhibit that provide identification of the two subject properties which are referred to in this report as Subjects A and B respectively. The accuracy of the information in the following exhibit is assumed.



Subject A has a triangular shape and a size of about 0.229 acres. It is a portion of tax parcel RPA2210003001O and is situated about 200 feet north of the north end of Eaglewood Drive, in Idaho Falls Idaho.

Subject B has an irregular shape and a size of about 0.050 acres. It is a portion of tax parcel RPA00038311729 and is situated about 220 feet northwest of the north end of Eaglewood Drive, in Idaho Falls Idaho.

Legal Description

No legal descriptions were available for either subject property. As noted, Subject A comprises approximately 0.229 acres of tax parcel RPA2210003001O and is situated about 200 feet north of the north end of Eaglewood Drive, in Idaho Falls Idaho and is illustrated in an exhibit presented on the previous page. Subject B comprises about 0.050 acers of tax parcel RPA00038311729 and is situated about 220 feet northwest of the north end of Eaglewood Drive, in Idaho Falls Idaho and is also illustrated in the exhibit presented on the previous page.

Use of Real Estate as of the Effective Date of Value

As of the effective date of this appraisal report, the subject property comprised undeveloped land.

Use of Real Estate as of the Date of this Report

Same as above.

Ownership and Sales History

Subject A is a portion of tax parcel RPA2210003001O which (according to the Bonneville County Assessor's office) was owned by the City of Idaho Falls as of the effective date of value. County officials reported that there have been no changes in ownership on Subject A within the past 3 years.

Subject B is a portion of tax parcel RPA00038311729 which (according to the Bonneville County Assessor's office) was owned by AHG-FEW Holdings, LLC as of the effective date of value. County officials reported that there have been no changes in ownership on Subject A within the past 3 years.

Analysis of Listings/Offers/Contracts

We are not aware of any listings, offers, or purchase option agreements pertaining to the subject property as of the effective date of value.

Type and Definition of Value

The purpose of this appraisal is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."*

(Source: The FDIC Rules and Regulations, Part 323.2, g)

Valuation Scenarios and Effective Dates of Value

Per the scope of our assignment, we developed opinions of value for the subject property under the following scenarios for the identified property right interests as of the corresponding effective dates of value:

Property: Value Perspective	Value Premise	Property Right Interest	Effective Date of Value
Subject A: As If Assembled	Market Value	Fee Simple	May 11, 2026
Subject B: As If Assembled	Market Value	Fee Simple	May 11, 2026

As noted previously, the fee simple market value estimates for both subject properties were developed under the hypothetical condition that both are assembled to adjacent tracts of land. Additional discussion in this regard was presented in the Letter of Transmittal and in the Extraordinary Assumptions and Hypothetical Conditions sections.

Real Property Rights Appraised

We have appraised the fee simple estate in the subject property. Fee simple estate is defined as follows:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat
> Source: Dictionary of Real Estate Appraisal, 7th Edition

Date of Report

This report was delivered to our client on June 1, 2026, which is the same as the date of the letter of transmittal.

List of Items Requested but Not Provided

No items of significance were requested and ultimately not provided.

Assignment Challenges

Subject A lacked roadway access, utility line availability, and comprised a portion of a larger tax parcel that was divided by a canal as of the effective date of value. Subject B also lacked roadway access and utility line availability as of the effective date of value. Additionally, the size of Subject B was below the minimum lot size requirement for its zoning designation. These characteristics required that we employ several extraordinary assumptions and hypothetical conditions in developing final value estimates.

Assumptions and Conditions of the Appraisal

The use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results. If any are later determined to be incorrect, a re-analysis may become necessary.

Extraordinary Assumptions

- It is assumed in this report that a developer has proposed a residential subdivision that will include tax lot RPA00038311729 (which includes Subject B) and Subject A.
- It is assumed that the previously referenced proposed residential subdivision will be approved by the City of Idaho Falls.

- It is assumed in this report that Subject A can be re-zoned to R1 by the City of Idaho Falls.
- The client provided an exhibit which is presented in the Property Description section of this report and referenced as "City Land Swap Exhibit". The exhibit includes lot lines (for several apparent residential lots) and areas that appear to comprise right-of-way. It is assumed that this exhibit is part of the proposed residential subdivision mentioned previously. The locations, sizes, and dimensions for the two subject properties referenced in the "City Land Swap Exhibit" are assumed accurate. The apparent roadway areas in the exhibit are assumed to comprise eventual public rights-of-way that will provide roadway access and areas for utility line extensions to both subject properties.
- It is assumed in this report that all utility lines could be extended to the subject locations without the need for additional expenditures to expand line capacities.
- It is assumed in this report that there are no other portions of the proposed subdivision that might negatively impact the utility of either Subject A or Subject B.

Hypothetical Conditions:

- It is a hypothetical condition of this report that Subject A (as identified herein) has been assembled to tax lot RPA00038311729 (which includes Subject B) as of the effective date of value, thus is a component of the previously referenced proposed residential subdivision, will eventually comprise a marketable lot within the subdivision, and has been re-zoned as R1 by the City of Idaho Falls as of the effective date of value. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject A is an allocation of value from the hypothetically assembled tract that includes it.
- It is a hypothetical condition of this report that (as of the effective date of value) Subject B is assembled to Lot 16 (as identified in the City Land Swap Exhibit presented herein) upon approval of the previously discussed residential subdivision. Thus, it is assumed that the assemblage will generate a new parcel that is a marketable residential lot compliant with the R1 zoning designation of the city of Idaho Falls. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject B is an allocation of value from the hypothetically assembled tract that includes it. Notably, it is our understanding that the City Land Swap Exhibit provided by the client is part of the proposed subdivision referenced previously.

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Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via review of public records.
- Economic Characteristics - Economic characteristics of the subject property were identified via the lease provided, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via our inspection of the property and review of public records.

Extent to Which the Property Was Inspected

Paul Dehlin, MAI completed an on-site inspection of the subject property on May 11, 2026. Joe Corlett, MAI, SRA did not inspect the subject property in conjunction with this assignment.

Type and Extent of Data Researched

We researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.

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- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

Two subject properties were considered in this report and are referred to herein as Subjects A and B. Several extraordinary assumptions and hypothetical conditions were invoked in this appraisal assignment and are critical to the highest and best use conclusions and decisions we made regarding the approaches to value that were employed in this appraisal report. Thus, the value estimates for both subject properties presented in this report are reflective of "as if assembled" scenarios. As such, we strongly recommend that the reader pay attention to the extraordinary assumptions and hypothetical conditions as they were critical to the highest and best use and value conclusions developed in this report.

In recognition of the valuation scenarios considered, value estimates for the subject properties were developed using the sales comparison approach and a land residual technique. Specifically, the value estimate using the land residual technique entails several steps. First, it is necessary to develop retail price estimates for the subjects (as if the subdivision were complete) using the sales comparison approach. Next, we applied a bulk discount to the gross revenue estimate resulting from the income that will result from the lot sales to consider the various marketing and holding costs typical of residential subdivision development. Finally, we applied a deduction for the estimated construction costs to develop the lots (including an estimate for entrepreneurial incentive). The remainder is then allocated as land value in this approach.

Neither the cost approach nor the income capitalization approach are relevant to the property classification, and neither were developed in this report.

Appraisal Conformity and Report Type

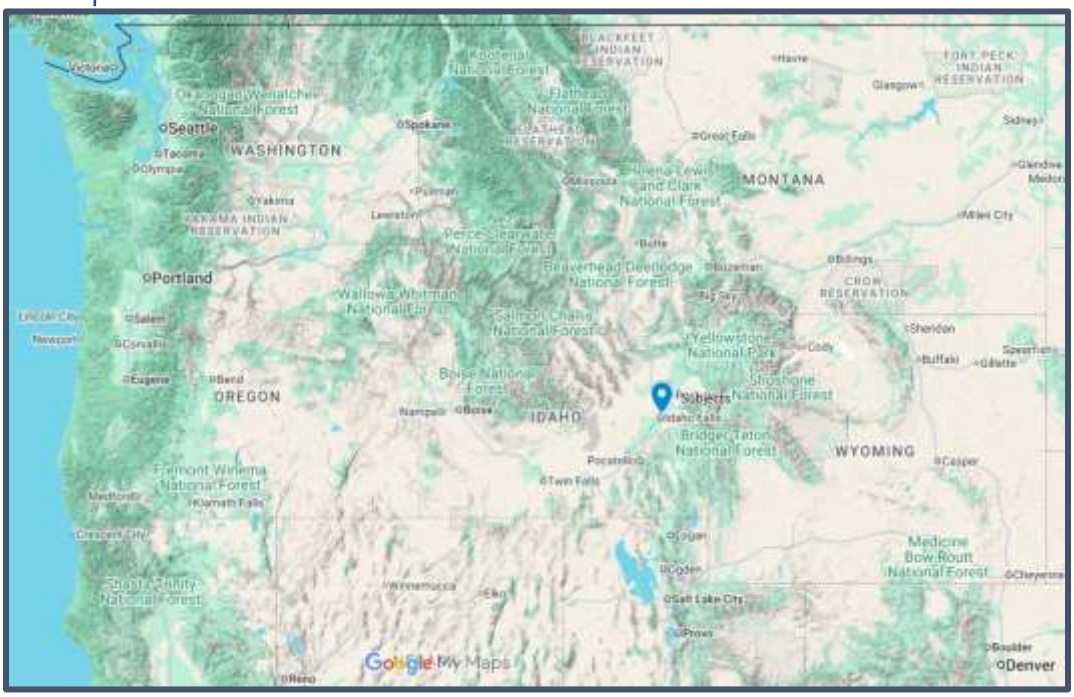
We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

Personal Property/FF&E

The reader is advised that all furniture, fixtures, and equipment (FF&E) or any other personal property has been excluded from our analysis.

Regional and Market Area Analysis

Regional Map



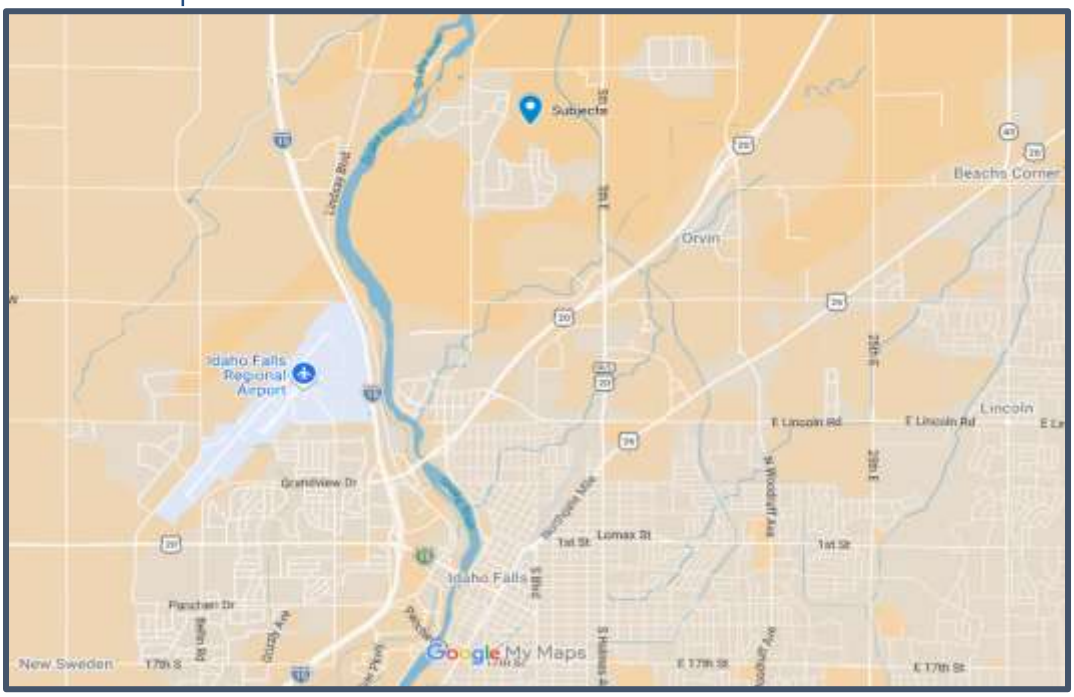
County Map



Area Map



Neighborhood Map

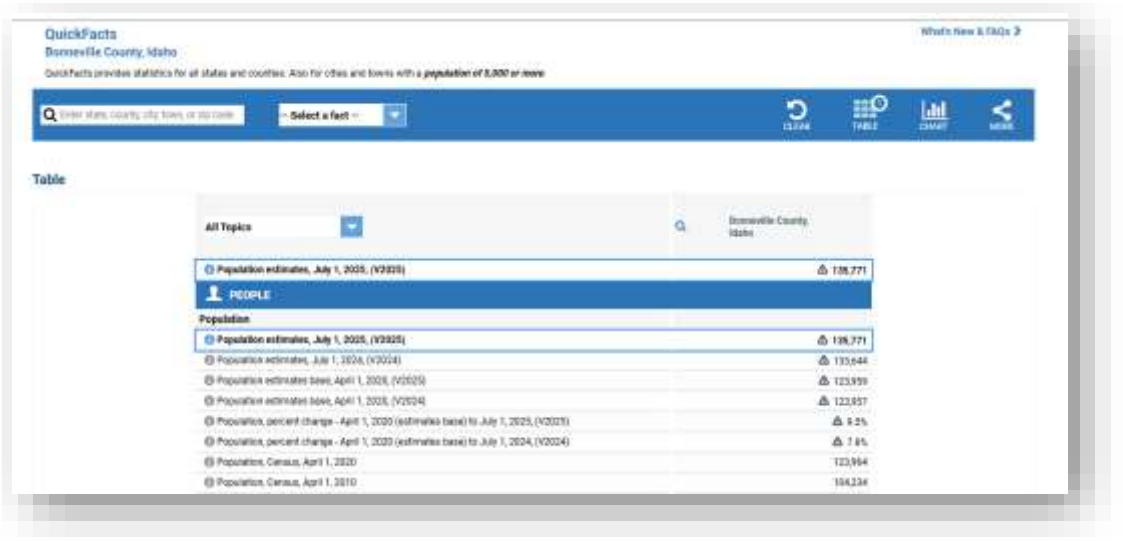


Regional Overview

The subjects are situated just north of the north end of Eaglewood Drive, in Idaho Falls, Bonneville County, Idaho. Bonneville County is situated in southern Idaho, covers approximately 1,900 square miles, and has a population of about 135,771 (per 2025 U.S. Census Bureau). The county is bordered to the north by Jefferson, Madison and Teton Counties, to the west by Bingham County, and to the east by the state of Wyoming. While there is a significant agricultural presence in Bonneville County, it is also the primary retail and medical hub for southeastern Idaho. Additionally, the Trade, Utilities, and Transportation sector comprises a significant contribution to the economy due to the existence of the INL (Idaho National Laboratory) just west of Idaho Falls and east of Arco Idaho. Much of the workforce for INL resides in Idaho Falls. Additionally, INL has a significant presence in Idaho Falls at their multi-building campus on University Boulevard at the north periphery of town.

Population Trends

Following, we present a table obtained from the U.S. Census Bureau illustrating population estimate rates for Bonneville County:

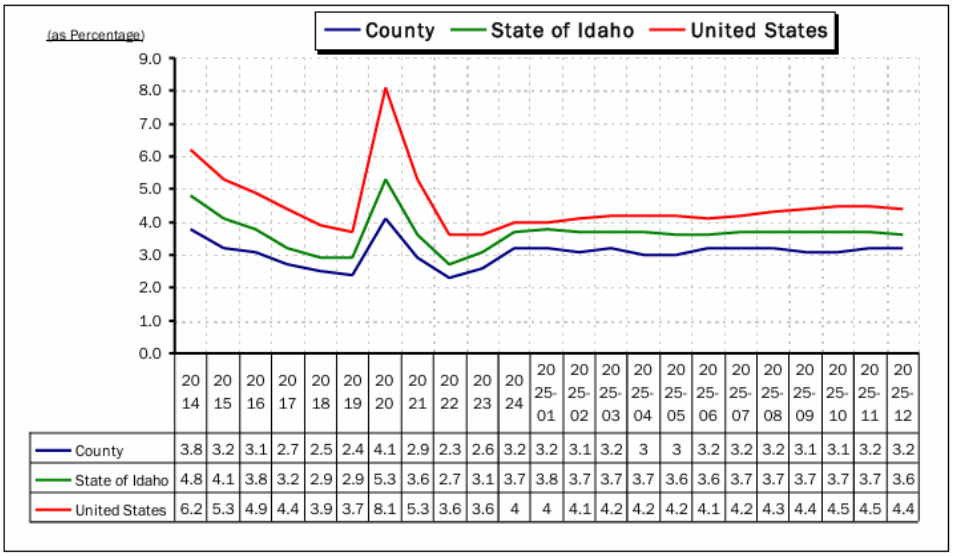


Labor Force & Employment

Following, we present two graphs illustrating the unemployment and historic labor force trends for the county. Both graphs were obtained from the Work Force Trends reports produced by the Idaho Department of Labor. The Work Force Trends reports are produced periodically and contain economic profiles for the various counties of the state.

Bonneville County Labor Force And Economic Profile, January 2026

3. Seasonally-Adjusted Unemployment Rate, 2014 to December 2025

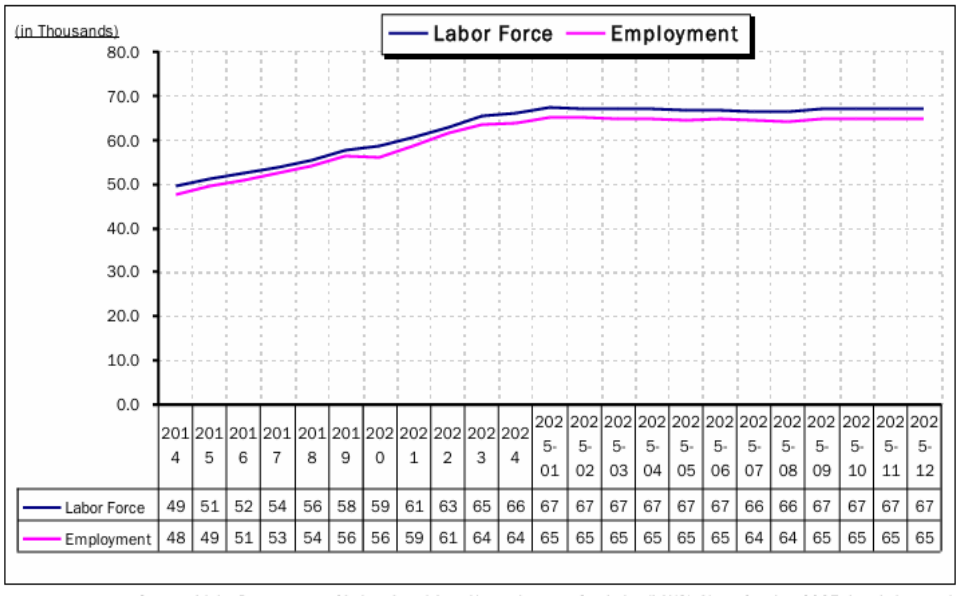


	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025-01	2025-02	2025-03	2025-04	2025-05	2025-06	2025-07	2025-08	2025-09	2025-10	2025-11	2025-12
County	3.8	3.2	3.1	2.7	2.5	2.4	4.1	2.9	2.3	2.6	3.2	3.2	3.1	3.2	3	3	3.2	3.2	3.2	3.1	3.1	3.2	3.2
State of Idaho	4.8	4.1	3.8	3.2	2.9	2.9	5.3	3.6	2.7	3.1	3.7	3.8	3.7	3.7	3.7	3.6	3.6	3.7	3.7	3.7	3.7	3.7	3.6
United States	6.2	5.3	4.9	4.4	3.9	3.7	8.1	5.3	3.6	3.6	4	4	4.1	4.2	4.2	4.2	4.1	4.2	4.3	4.4	4.5	4.5	4.4

Source: Idaho Department of Labor- Local Area Unemployment Statistics (LAUS), Note: October 2025 data is imputed

The 2020 spike in the unemployment rate is likely a reaction to market impact from the pandemic, and the market appears to have corrected itself this this regard. Overall, the unemployment rate in the local market appears stable.

4. Seasonally-Adjusted Labor Force and Employment, 2014 to December 2025

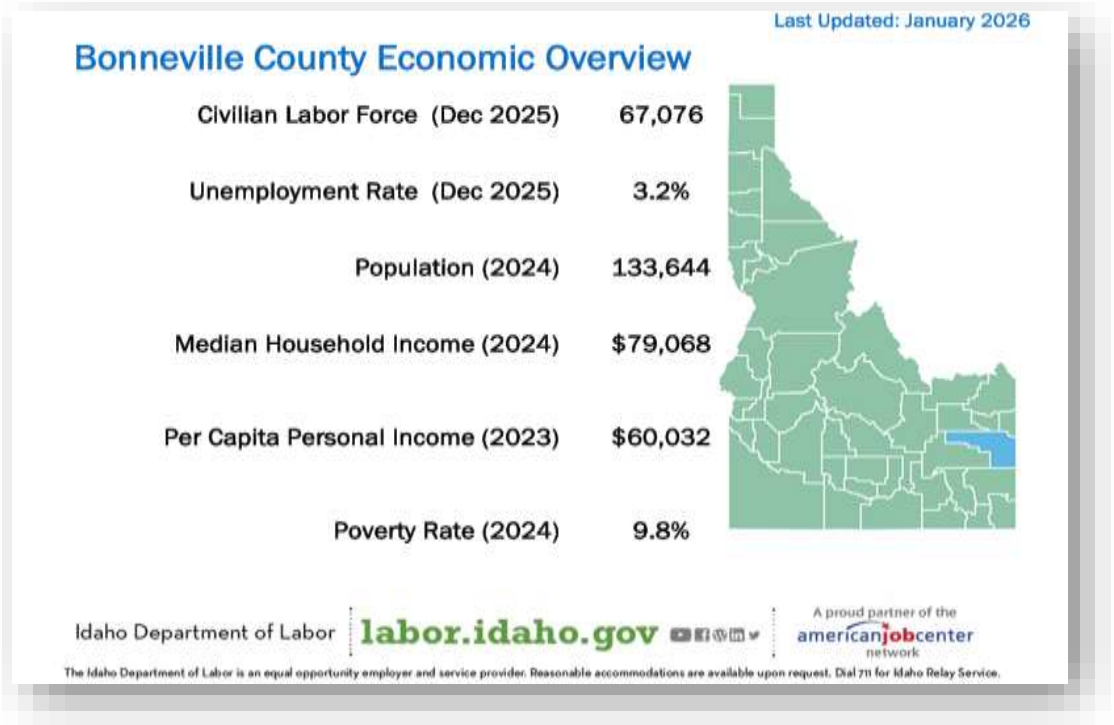


	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025-01	2025-02	2025-03	2025-04	2025-05	2025-06	2025-07	2025-08	2025-09	2025-10	2025-11	2025-12
Labor Force	49	51	52	54	56	58	59	61	63	65	66	67	67	67	67	67	67	66	66	67	67	67	67
Employment	48	49	51	53	54	56	56	59	61	64	64	65	65	65	65	65	65	64	64	65	65	65	65

Source: Idaho Department of Labor- Local Area Unemployment Statistics (LAUS), Note: October 2025 data is imputed

A relatively consistent inclining trend is apparent for the Bonneville County Labor Force over the term analyzed.

The following exhibits (also obtained from the Idaho Department of Labor Work Force Trends report) provide an economic profile for the county:



Bonneville County Labor Force And Economic Profile, January 2026

5. Industry Employment and Wages, 2014, 2023, and 2024

Supersector	2014		2023		2024	
	Average Employment	Average Wages	Average Employment	Average Wages	Average Employment	Average Wages
Total Covered Wages	45,618	$33,469	61,672	$47,634	61,223	$49,315
Natural Resources and Mining	565	$34,164	560	$50,116	545	$53,161
Construction	2,353	$40,285	4,351	$57,906	4,570	$62,557
Manufacturing	2,771	$39,525	4,064	$54,370	4,136	$58,388
Trade,Transportation, and Utilities	12,277	$33,842	14,194	$46,102	14,291	$46,849
Information	906	$37,830	592	$49,514	536	$48,440
Financial Activities	1,683	$45,681	2,481	$67,030	2,428	$69,461
Professional and Business Services	4,893	$38,187	6,549	$66,366	6,500	$71,830
Education and Health Services	11,265	$32,437	17,146	$44,635	16,277	$44,345
Leisure and Hospitality	5,092	$13,433	7,606	$19,712	7,667	$20,199
Other Services	1,387	$24,726	1,569	$38,593	1,665	$39,080
Public Administration	2,426	$50,128	2,560	$68,870	2,608	$72,896

Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

Bonneville County Labor Force And Economic Profile, January 2026

6. Top Employers, 2024

Employer	Ownership	Employment Range
Mountain View Hospital	Private	1,000 - 2,499
Bonneville Joint School District	Local government	1,000 - 2,499
Eastern Idaho Regional Medical Center	Private	1,000 - 2,499
Idaho Falls School District	Local government	1,000 - 2,499
Melaleuca	Private	1,000 - 2,499
Wal-mart	Private	1,000 - 2,499
City Of Idaho Falls	Local government	500 - 999
Bonneville County	Local government	500 - 999
Idaho Falls Community Hospital	Private	500 - 999
Mcdonalds	Private	250 - 499

NOTE: Only employers that have given the Department permission to release employment range data are listed.
Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

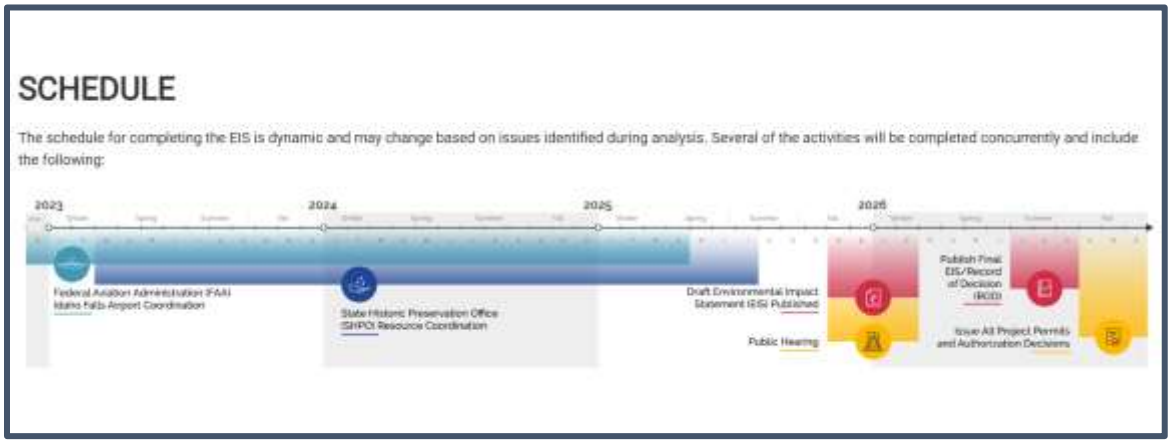
Transportation

Interstate 15 (I-15) is a primary access route to the city and extends through it in a north/south fashion. To the north, I-15 provides convenient access to the communities of Roberts, Dubois, and eventually the Montana border. To the south, I-15 connects with the communities of Blackfoot and Pocatello.

U.S. Highway 20 is another primary access route to the community. It extends northeast of town (from a junction with I-15) and provides convenient access to the communities of Rigby, Rexburg, St. Anthony, Ashton, Island Park, and eventually the Montana border.

The subject is accessed by heading north about 1.10 miles on 5th East from the interchange at US. Highway 20, then west on Sage Lakes Boulevard about ½ mile, then north on Eaglewood Drive about 1,000 feet to the end of the road. Subject A is situated about 200 feet directly north of the end of Eaglewood Drive. Subject B is situated about 220 feet northeast of the north end of Eaglewood Drive.

Notably, it is our understanding that the Idaho Transportation Department (ITD) is in the planning stage for a re-alignment of the Interstate 15/U.S. 20 junction. The intent of the re-alignment is to reduce congestion at the interchanges and enhance safety. Our review of the ITD website indicates two alternatives are currently under consideration, and that the selected alternative is to be announced in the Spring of 2026. Following, we present an exhibit illustrating the timeline for the project as presented on the ITD website:



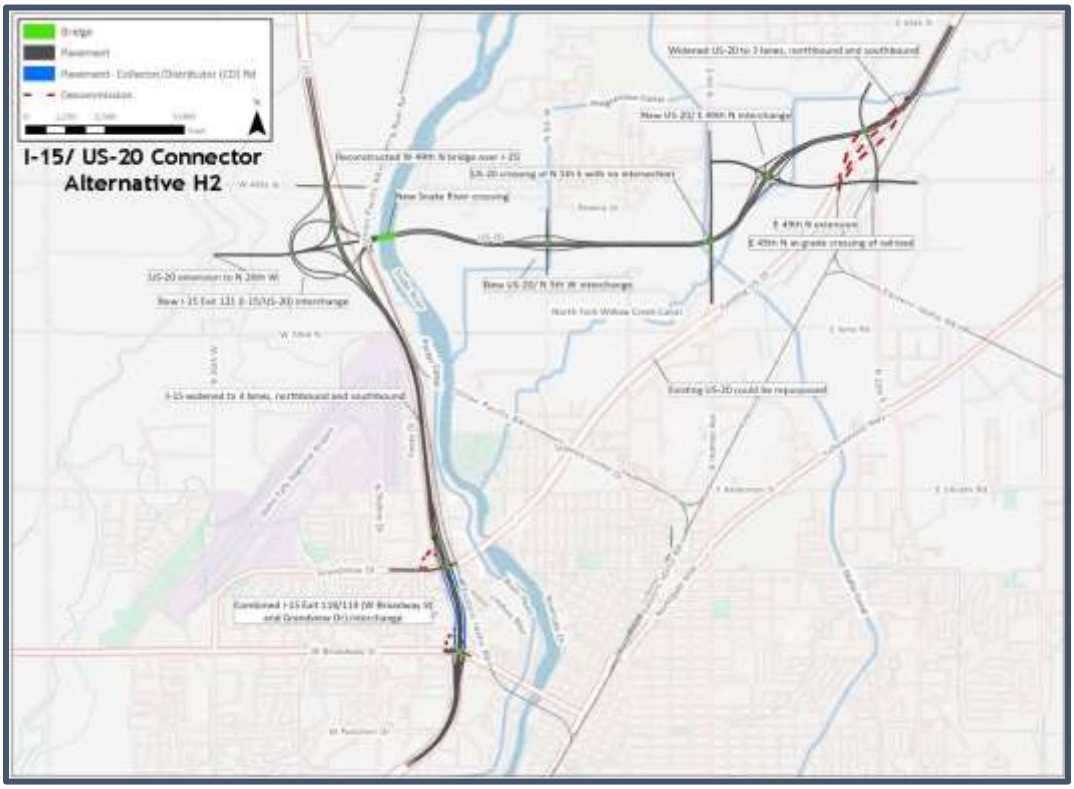
As of the effective date of value, the ITD website still shows that two alternatives are under consideration. The two alternatives are referred to on the website as E3 and H2. Following, we present exhibits illustrating the two alternatives (including call-out notes pertaining to the subject location):

E3 Alternative for Realignment of Interstate 15/U.S. 20 Junction



Following, we present an exhibit illustrating the second alternative being considered by ITD:

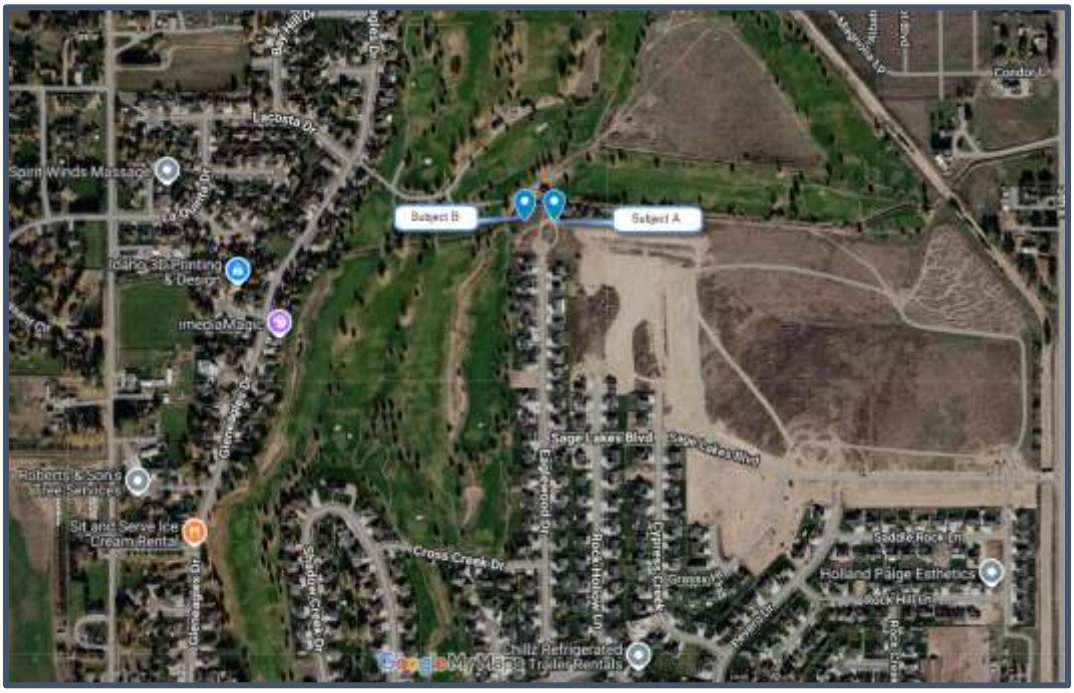
H2 Alternative for Realignment of Interstate 15/U.S. 20 Junction



As stated previously, the website did not indicate if a final decision as to which alternative would be selected by ITD. In either case, it appears likely that the subject's access would be enhanced to some degree upon completion of the junction realignment. Notably, there is no practical way of determining any value impact on the subject attributed to the junction realignment project. This information is included in the report as it is considered relevant to the neighborhood.

Immediate Neighborhood

The subjects are situated near the north periphery of Idaho Falls, Idaho. Following we present an aerial photo of the immediate subject area to provide the reader with some perspective of the neighborhood:



The subjects are situated just north of Eaglewood Drive in Idaho Falls, Idaho. Existing development south of the subjects along Eaglewood Drive is comprised of single-family residential use. The land north and west of the subjects comprises the Sage Lakes Golf Municipal Course. The land east of the Subjects is undeveloped and zoned R1 by the City of Idaho Falls. Notably, the predominant development trend in the area is for single-family residential use.

Conclusion

As of the effective date of value, neither subject property benefited from roadway access. Notably, if Eaglewood Drive were extended north (roughly 200 feet), both would have roadway access. The immediate subject neighborhood is concluded to be in the growth stage of its life cycle.

Property Description

Subject A

Following, we present exhibits illustrating the boundaries of Subject A, the boundaries of tax lot that it is a part of, and its zoning designation. It is important that the reader understand the various extraordinary assumptions and hypothetical conditions discussed previously in this report as several pertain to the City Land Swap exhibit presented following.

City Land Swap Exhibit (With Call Out Note for Subject A):



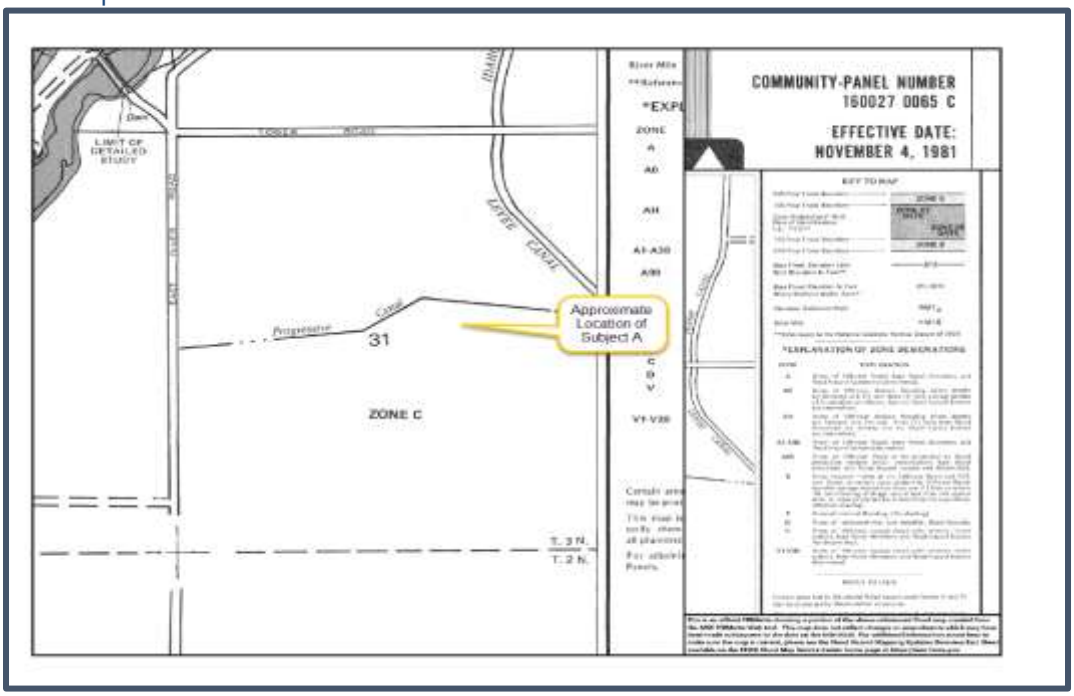
Tax Parcel Map



Zoning Map



Flood Zone Map



Street Address:	Approximately 200 feet north of the north end of Eaglewood Drive
City, State, Zip:	Idaho Falls, Idaho, 83402
Tax Parcel Number:	Portion of RPA2210003001O
Land Area Size (Acres):	0.229
Land Area Size (SF):	9,983
Source of Land Area:	Exhibit from Client (accuracy is assumed)
Shape:	Triangular
Topography:	Generally, level/at grade
Access:	None
Exposure:	None
Interior or Corner:	Neither
Arterial or Collector:	Neither
Signalized:	No
Drainage:	No problems observed/reported
Ground Stability:	No problems observed/reported
Environmental Hazard:	We are not aware of any that would adversely affect value. The site is assumed not to have any environmental hazards.
Easements, Encroachments, & Restrictions:	We are not aware of any easements, encroachments or restrictions that would adversely affect value. Title is assumed clear/marketable.

Flood Zone Information

Flood Area Panel #:	1600270065C
Date:	November 4, 1981
Zone:	C
Description:	Areas of minimal flooding
Comment:	A copy of the flood zone map showing the subject approximate location is included in the Addenda of this report. If the flood zone is a concern to the client, we suggest they obtain additional information in this regard from a qualified service provider.

Zoning

Zoning Jurisdiction:	Idaho Falls, Idaho
Zone Category:	P
Description:	Public
Summary of Uses Permitted:	As follows
Residential:	No
Office:	No
Industrial:	No
Retail:	No
Service-Commercial:	No
Special-Purpose:	Some including agricultural, amusement centers, cemeteries, parks, public service facilities, and recreational vehicle parks.

Development Restrictions:	As follows:
Minimum Lot Area:	1 acre (exceptions apply)
Building Height:	35 feet
Max Lot Coverage:	NA
Setbacks:	As follows:
Front	30 feet
Side:	20 feet
Rear:	30 feet
Legally Conforming:	Subject A was undeveloped as of the effective date of value
Change Anticipated:	None apparent
Other Land Use Regulations:	None apparent

Utility Providers

Water:	Not extended
Sewer:	Not extended
Electricity:	Not extended
Natural Gas:	Not extended

Surrounding Uses

North:	Progressive Canal followed by a portion of the Sage Lakes golf course.
South:	Undeveloped land (zoned R1) followed by single-family residential
East:	Undeveloped land (zoned R1)
West:	Undeveloped land (zoned R1)
Neighborhood Development Trend	Single-family residential

Conclusion, Subject A

Subject A is situated roughly 200 feet north of north end of Eaglewood Drive. As of the effective date of value, Subject A comprised 0.229 acres of a larger tax parcel. The remainder of this tax parcel is divided from the subject by a canal. Additionally, as of the effective date of value, Subject A lacked vehicular access and utility line proximity. These observations necessitated the various extraordinary assumptions and hypothetical conditions presented in the Letter of Transmittal. It is strongly recommended that the reader pay close attention to the extraordinary assumptions and hypothetical conditions presented previously as they were impactful in the highest and best use and value conclusion for the subject.

Finally, we recognize that Subject A is virtually adjacent to the Sage Lakes Golf Course. This characteristic is considered later in the Valuation section of this appraisal report.

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Subject B

Following, we present exhibits illustrating the boundaries of Subject B, the boundaries of tax lot that it is a part of, and its zoning designation.

City Land Swap Exhibit (With Call Out Note for Subject B):



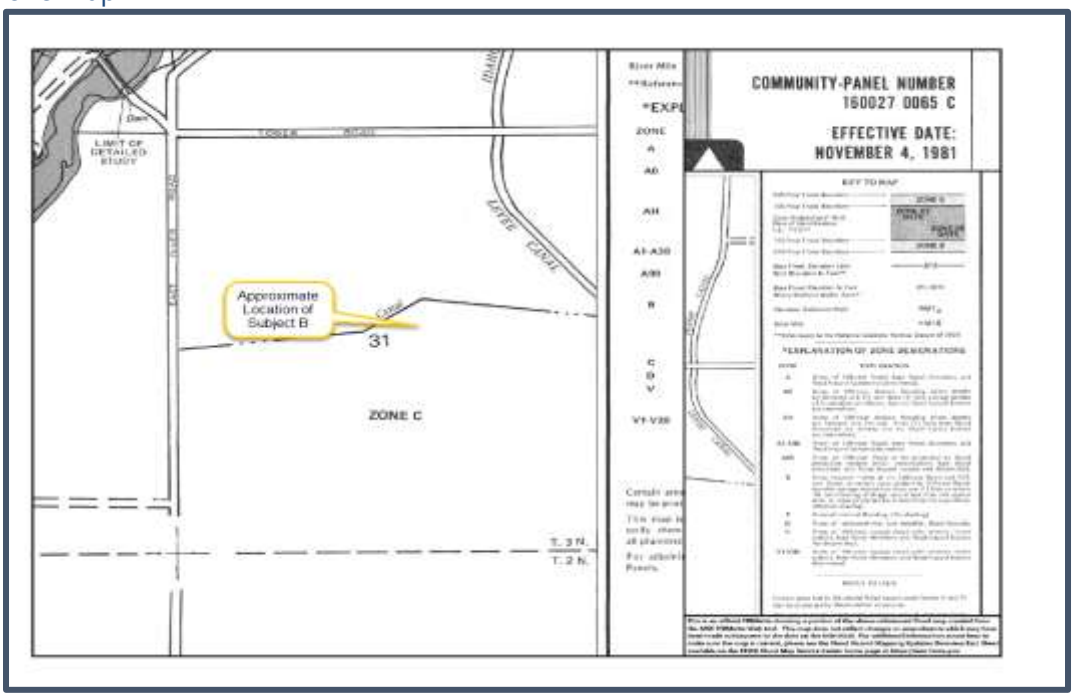
Tax Parcel Map



Zoning Map



Flood Zone Map



Street Address:	Approximately 220 feet northeast of the north end of Eaglewood Drive
City, State, Zip:	Idaho Falls, Idaho, 83402
Tax Parcel Number:	Portion of RPA00038311729
Land Area Size (Acres):	0.050
Land Area Size (SF):	2,183
Source of Land Area:	Exhibit from Client (accuracy is assumed)
Shape:	Irregular (functional)
Topography:	Generally, level/at grade
Access:	None
Exposure:	None
Interior or Corner:	Neither
Arterial or Collector:	Neither
Signalized:	No
Drainage:	No problems observed/reported
Ground Stability:	No problems observed/reported
Environmental Hazard:	We are not aware of any that would adversely affect value. The site is assumed not to have any environmental hazards.
Easements, Encroachments, & Restrictions:	We are not aware of any easements, encroachments or restrictions that would adversely affect value. Title is assumed clear/marketable.

Flood Zone Information

Flood Area Panel #:	1600270065C
Date:	November 4, 1981
Zone:	C
Description:	Areas of minimal flooding
Comment:	A copy of the flood zone map showing the subject approximate location is included in the Addenda of this report. If the flood zone is a concern to the client, we suggest they obtain additional information in this regard from a qualified service provider.

Zoning

Zoning Jurisdiction:	Idaho Falls, Idaho
Zone Category:	R1
Description:	Single Dwelling Residential
Summary of Uses Permitted:	As follows
Residential:	Yes
Office:	No
Industrial:	No
Retail:	No
Service-Commercial:	No
Special-Purpose:	Some
Residential Density Max:	8 units/acre

Development Restrictions:	As follows:
Minimum Lot Area:	7,000 SF
Maximum Lot Area:	13,500 SF
Min. Side Width at Front Setback:	50 feet
Building Height:	24 feet
Max Lot Coverage:	40%
Setbacks:	As follows:
Front	25 feet
Side:	6 feet
Rear:	25 feet
Legally Conforming:	Subject B was undeveloped as of the effective date of value
Change Anticipated:	None apparent
Other Land Use Regulations:	None apparent

Utility Providers

Water:	Not extended
Sewer:	Not extended
Electricity:	Not extended
Natural Gas:	Not extended

Surrounding Uses

North:	Progressive Canal followed by a portion of the Sage Lakes golf course.
South:	Undeveloped land (zoned R1) followed by single-family residential
East:	Sage Lakes golf course.
West:	Undeveloped land (zoned R1 and P)
Neighborhood Development Trend	Single-family residential

Conclusion, Subject B

Subject B comprised a 0.050-acre tract of undeveloped land situated roughly 220 feet northwest of north end of Eaglewood Drive. In its as is condition, Subject B lacked vehicular access and utility line proximity. The west boundary of Subject B is adjacent to a portion of the Sage Lakes golf course. The fact that the subject is virtually adjacent to a golf course is considered later in the Valuation section of this appraisal report. Finally, note that the size of Subject B is less than the minimum lot size requirement for its zoning designation.

These observations necessitated the various extraordinary assumptions and hypothetical conditions presented in the Letter of Transmittal. It is strongly recommended that the reader pay close attention to the extraordinary assumptions and hypothetical conditions presented previously as they were impactful in the highest and best use and value conclusion for the subject.

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Subject Photos



View of Subject A looking north.



View of the golf course looking north from Subject A.



View south from Subject A.



View of Subject B looking northwest.



View of the golf course looking west from Subject B.



View from Subject B looking east.

Assessment and Tax Data

Assessment Methodology

Following we present a summary table containing the salient details of both subject tax lots as obtained from the Bonneville County Assessor's website:

Tax Assessment Data

Identification	Subject A	Subject B
Parcel #	Portion of RPA2210003001O (see comments)	Portion of RPA00038311729 (see comments)
Street Address	None available	None available
City, State	Idaho Falls, ID 83401	Idaho Falls, ID 83401
Abbreviated Legal Description	LOT 1, BLOCK 3, SAGE LAKES GOLF COURSE SEC 31, T 3N, R 38 , SAGE LAKE GOLF COURSE	20.617 A N1/2 SE1/4, SEC 31, T 3N, R 38
Ownership	City of Idaho Falls, Idaho	AHG-FEW Holdings, LLC
Land Size (Acres)	8.930	20.617
Land Size (SF)	388,991	898,077
Improvement Size	NA	NA
Improvement Type (Description)	NA	NA
Year Built	NA	NA
Remodel Year	NA	NA
Assessed Land Value	Exempt	$20,699
Assessed Improvement Value	Exempt	$0
Total Assessed Value	Exempt	$20,699
Current Taxes	Exempt	New parcel, no taxes reported yet
Tax Delinquencies	Exempt	NA
Ownership History Information	Assessor reported that they did not have any ownership history available for the parcel.	No ownership changes reported by source within the past 3 years
Comments	The subject is a portion of the noted tax parcel. The details in this table pertain to the entire identified tax parcel number, rather than the portion of it that comprises the subject.	The subject is a portion of the noted tax parcel. The details in this table pertain to the entire identified tax parcel number, rather than the portion of it that comprises the subject.

Highest and Best Use

The Highest and Best Use of a property is the use that is physically possible, legally permissible and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Implied in the definition is that the determination of highest and best use results from the judgment and analytical skills of the appraiser; that is, that the use determined from analysis represents an opinion, not necessarily a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use as Vacant

In determining the highest and best use of the property as though vacant, we examine the potential for: 1) near term development, 2) a subdivision of the site, 3) an assemblage of the site with other land, or 4) holding the land as an investment.

Legally Permissible

We presented exhibits in the Property Description (referenced City Land Swap Exhibit) illustrating the location and dimensions of Subjects A and B. This exhibit is the basis for the physical characteristics of Subjects A and B as considered in this appraisal. For convenience to the reader, the exhibit is presented again (following) and includes call out notes referencing the two subject properties:

City Land Swap Exhibit



The following extraordinary assumptions and hypothetical conditions were critical in developing the highest and best use conclusions for the subject properties.

- It is assumed in this report that a developer has proposed a residential subdivision that will include tax lot RPA00038311729 (which includes Subject B) and Subject A.

- It is assumed that the previously referenced proposed residential subdivision will be approved by the City of Idaho Falls.
- It is assumed in this report that Subject A can be re-zoned to R1 by the City of Idaho Falls.
- The client provided an exhibit which is presented in the Property Description section of this report and referenced as "City Land Swap Exhibit". The exhibit includes lot lines (for several apparent residential lots) and areas that appear to comprise right-of-way. It is assumed that this exhibit is part of the proposed residential subdivision mentioned previously. The locations, sizes, and dimensions for the two subject properties referenced in the "City Land Swap Exhibit" are assumed accurate. The apparent roadway areas in the exhibit are assumed to comprise eventual public rights-of-way that will provide roadway access and areas for utility line extensions to both subject properties.
- It is assumed in this report that all utility lines could be extended to the subject locations without the need for additional expenditures to expand line capacities.
- It is assumed in this report that there are no other portions of the proposed subdivision that might negatively impact the utility of either Subject A or Subject B.
- It is a hypothetical condition of this report that Subject A (as identified herein) has been assembled to tax lot RPA00038311729 (which includes Subject B) as of the effective date of value, thus is a component of the previously referenced proposed residential subdivision, will eventually comprise a marketable lot within the subdivision, and has been re-zoned as R1 by the City of Idaho Falls as of the effective date of value. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject A is an allocation of value from the hypothetically assembled tract that includes it.
- It is a hypothetical condition of this report that (as of the effective date of value) Subject B is assembled to Lot 16 (as identified in the City Land Swap Exhibit presented herein) upon approval of the previously discussed residential subdivision. Thus, it is assumed that the assemblage will generate a new parcel that is a marketable residential lot compliant with the R1 zoning designation of the city of Idaho Falls. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject B is an allocation of value from the hypothetically assembled tract that includes it. Notably, it is our understanding that the City Land Swap Exhibit provided by the client is part of the proposed subdivision referenced previously.

Subject A is analyzed under the assumption that it can be zoned to R1. Subject B was zoned R1 as of the effective date of value. The R1 zone permits single-family residential development with a maximum density allowance of 8 units per acre, and does not permit office, industrial, retail, or service-commercial uses. As such, these use alternatives are excluded from further consideration.

Physically Possible

In recognition of the various extraordinary assumptions and hypothetical conditions, discussed previously, we note that at completion of the proposed residential subdivision (also discussed previously), both Subjects A and B will benefit from roadway access, utility line proximity, and will have a size sufficient to accommodate the R1 zoning requirements. There were no other physical characteristics apparent that might inhibit the development potential of either subject property.

Financially Feasible

Consistent with discussion in the Property Description section, the predominant development trend in the immediate vicinity of the subject is for single-family residential use.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Given the preceding discussion, the highest and best use for both subject properties is for development of each with a single-family residential lot upon completion of the noted assemblages discussed in the hypothetical conditions presented in this report.

Most Probable Buyer/User Conclusion

The most probable buyer of both subject properties is a developer.

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Appraisal Methodology

Three Approaches to Value

There are three traditional approaches typically available to develop indications of real property value: the cost, sales comparison, and income capitalization approaches.

Cost Approach

The cost approach is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or proposed, or when the improvements are so specialized that there is little or no sales data from comparable properties.

Sales Comparison Approach

The sales comparison approach involves the direct comparison of sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Income Capitalization Approach

The income capitalization approach is based on the principle of anticipation, or the assumption that value is created by the expectation of benefits to be derived in the future, such as expected future income flows including the reversion, or future re-sale of the property appraised. Its premise is that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The income capitalization approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.

Subject Valuation

Two subject properties were considered in this report and are referred to herein as Subjects A and B. Several extraordinary assumptions and hypothetical conditions were invoked in this appraisal assignment and are critical to the highest and best use conclusions and decisions we made regarding the approaches to value that were employed in this appraisal report. Thus, the value estimates for both subject properties presented in this report are reflective of "as if assembled" scenarios. As such, we strongly recommend that the reader pay attention to the extraordinary assumptions and hypothetical conditions as they were critical to the highest and best use and value conclusions developed in this report.

Value estimates for the subject properties were developed using the sales comparison approach and a land residual technique. Neither the cost approach nor the income capitalization approach are relevant to the property classification, and neither were developed in this report.

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Residual Technique

Methodology

The residual technique employed in this report entails several steps. First, we apply deductions to the retail prices for the various expenses typical of a residential subdivision as well as the development costs and determine if a bulk discount is applicable. This process yielded indications of the undeveloped land of Subjects A and B. We remind the reader that the extraordinary assumptions and hypothetical conditions employed in this report were critical to the development of the value conclusions.

As discussed previously, the subjects are assumed to be part of a proposed residential subdivision on land including the subjects. The plans for the proposed subdivision were not provided. As such, we assume that it will be comprised of tax lot an assemblage of RPA00038311729 and Subject A. Note that tax lot RPA00038311729 includes Subject B, is adjacent to Subject A, and has a reported size of 20.617 acres (according to the county assessor's website). Thus, the analysis was developed under the hypothetical condition that Subject A is assembled to tax lot RPA00038311729. As such, the assembled tract would have a size of 20.617 acres + 0.229 acres or about 20.85 acres. Following, we present an exhibit illustrating the boundaries of this assembled tract:



Based on spot measurements of the surrounding developed land (using Google Earth), we estimate that of 15% of the land would be allocated roadways, thereby allocating 85% of the total area for residential lot development. Our analysis also uses an average lot size estimate of 0.31 acres, which is consistent with the midpoint of lot sizes in the neighborhood. Using these inputs yields a lot count for the assembled tract of 57 lots (rounded).

As is apparent from the preceding, the north boundary and some of the west boundary of the potential development tract fronts the golf course. Using an approximate lot depth of 140 feet (which is

consistent with the lots fronting the golf course along Eaglewood Drive) we estimate that about 5.50 acres of the developable area could accommodate golf course fronting lots which equates to about 30% of the developable size of the tract. Support for this estimate is presented following:



The various conclusions regarding the lot count potential and portion fronting the golf course (discussed previously) are used later in this section.

Retail Lot Price Estimates

The determination of the retail prices for the subject lots (as if the subdivision were complete) was developed using the Sales Comparison Approach.

Unit of Comparison

Our analysis uses the price per square foot of land size unit of comparison.

Comparable Sales Data

Following, we present a location map and tables summarizing the characteristics and adjustments applied to each sale analyzed. A discussion of the adjustments applied in our analysis is presented following the summary tables. As noted, it is assumed that the land to be used for the proposed subdivision will have an approximate size of 20.85 acres and include a portion that fronts the golf course. Thus, we include two groups of sale comparables. Comps 1 through 6 benefit from golf course frontage. Comps 7 – 12 do not benefit from golf course frontage.

Comparables Sale Map



Comparable Sales Summary Tables





IDENTIFICATION		1	2	3
Address		5057 Shadow Creek Drive	6293 & 6283 Ender Lane (Lots 30 & 31)	6305 and 6317 Ender Lane (Lots 28 & 29)
City & State		Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Parcel No.		RPA1313003021O	RPA5661001030O and RPA5661001031O	RPA5661001028A and RPA5661001029A
Coordindates		43.5404, -112.03912	43.5515, -112.0300	43.5518, -112.02991
Property description				
Gross Land Size (Acre)		0.25	0.37	0.37
Gross Land Size (SF)		10,934	16,030	16,117
Golf Course Fronting		Yes	Yes, across canal	Yes, across canal
Land Type		Residential	Residential	Residential
Zoning		R1 (Idaho Falls)	R1 (Idaho Falls)	R1 (Idaho Falls)
Land Use at Sale		Vacant	Vacant	Vacant
Buyer's Intended Use		Single-family residential	Single-family residential	Single-family residential
Configuration		Generally rectangular	Irregular (functional)	Generally rectangular
Topography		Generally level/at grade	Generally level/at grade	Generally level/at grade
Utilities: Water & Sewer		All available	All available	All available
Site improvements		NA	NA	NA
Sale Description				
Data Source		PD with SRMLS# 2176847	PD with SRMLS# 2165477	PD with SRMLS# 2165476
Marketing Time		About 5 months	About 3 months	About 3 months
Sale Date	5/11/2026	11/4/2025	1/31/2025	1/31/2025
Price		$150,000	$170,000	$170,000
Financing Terms		Cash to seller	Cash to seller	Cash to seller
Conditions of Sale		Typical	Typical	Typical
Non-realty Components		None	None	None
Price/SF		**$13.72**	**$10.61**	**$10.55**
Term Since Sale		6.18	15.29	15.29
Market Conditions Adj.	2.00%	1.03%	2.55%	2.55%
Adjusted $/SF		**$13.86**	**$10.88**	**$10.82**





IDENTIFICATION		4	5	6
Address		6469 & 6455 Ender Lane (L18 & 19)	6349 & 6333 Ender Lane (Lots 26 & 27)	4865 River Bend Lane
City & State		Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Parcel No.		RPA5661001018O and RPA5661001019O	RPA5661001026O and RPA5661001027O	RPA3126006053O
Coordindates		43.55306, -112.02985	43.5521, -112.02986	43.5386, -112.0352
Property description				
Gross Land Size (Acre)		0.39	0.42	0.62
Gross Land Size (SF)		17,119	18,077	27,007
Golf Course Fronting		Yes, across canal	Yes, across canal	Yes
Land Type		Residential	Residential	Residential
Zoning		R1 (Idaho Falls)	R1 (Idaho Falls)	R1 (Idaho Falls)
Land Use at Sale		Vacant	Vacant	Vacant
Buyer's Intended Use		Single-family residential	Single-family residential	Single-family residential
Configuration		Generally rectangular	Generally rectangular	Irregular (functional)
Topography		Generally level/at grade	Generally level/at grade	Generally level/at grade
Utilities: Water & Sewer		All available	All available	All available
Site improvements		NA	NA	NA
Sale Description				
Data Source		PD with SRMLS# 2165470	PD with SRMLS# 2165475	PD with SRMLS# 2180419
Marketing Time		About 3 months	About 3 months	About 2 weeks
Sale Date	5/11/2026	1/31/2025	1/31/2025	1/23/2026
Price		$170,000	$170,000	$160,000
Financing Terms		Cash to seller	Cash to seller	Cash to seller
Conditions of Sale		Typical	Typical	Typical
Non-realty Components		None	None	None
Price/SF		**$9.93**	**$9.40**	**$5.92**
Term Since Sale		15.29	15.29	3.55
Market Conditions Adj.	2.00%	2.55%	2.55%	0.59%
Adjusted $/SF		**$10.18**	**$9.64**	**$5.96**





IDENTIFICATION		7	8	9
Address		5455 Cypress Creek	320 Saddle Rock Lane	5512 Rock Hollow Lane
City & State		Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Parcel No.		RPA312G026023O	RPA312F018023O	RPA312G026003O
Coordindates		43.5442, -112.03228	43.5421, -112.0282	43.5444, -112.03315
Property description				
Gross Land Size (Acre)		0.29	0.22	0.29
Gross Land Size (SF)		12,632	9,714	12,632
Golf Course Fronting		No	No	No
Land Type		Residential	Residential	Residential
Zoning		R1 (Idaho Falls)	R1 (Idaho Falls)	R1 (Idaho Falls)
Land Use at Sale		Vacant	Vacant	Vacant
Buyer's Intended Use		Single-family residential	Single-family residential	Single-family residential
Configuration		Rectangular	Irregular (functional)	Rectangular
Topography		Generally level/at grade	Generally level/at grade	Generally level/at grade
Utilities: Water & Sewer		All available	All available	All available
Site improvements		NA	NA	NA
Sale Description				
Data Source		PD with SRMLS# 2162117	PD with SRMLS# 2154724	PD with SRMLS# 2162116
Marketing Time		About 4 months	About 11 months	About 5 months
Sale Date	5/11/2026	4/29/2024	5/1/2024	5/8/2024
Price		$95,000	$72,000	$94,000
Financing Terms		Cash to seller	Cash to seller	Cash to seller
Conditions of Sale		Typical	Typical	Typical
Non-realty Components		NA	NA	NA
Price/SF		**$7.52**	**$7.41**	**$7.44**
Term Since Sale		24.39	24.33	24.10
Market Conditions Adj.	2.00%	4.07%	4.05%	4.02%
Adjusted $/SF		**$7.83**	**$7.71**	**$7.74**





IDENTIFICATION		10	11	12
Address		126 Sage Lakes Blvd	5513 Rock Hollow Lane (L 22 B 25)	5365 Cypress Creek
City & State		Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Parcel No.		RPA312G019014O	RPA312G025022O	RPA312G015018O
Coordindates		43.5435, -112.03358	43.5445, -112.0335	43.5432, -112.0322
Property description				
Gross Land Size (Acre)		0.31	0.25	0.31
Gross Land Size (SF)		13,504	10,890	13,504
Golf Course Fronting		No	No	No
Land Type		Residential	Residential	Residential
Zoning		R1 (Idaho Falls)	R1 (Idaho Falls)	R1 (Idaho Falls)
Land Use at Sale		Vacant	Vacant	Vacant
Buyer's Intended Use		Single-family residential	Single-family residential	Single-family residential
Configuration		Rectangular	Rectangular	Rectangular
Topography		Generally level/at grade	Generally level/at grade	Generally level/at grade
Utilities: Water & Sewer		All available	All available	All available
Site improvements		NA	NA	NA
Sale Description				
Data Source		PD with SRMLS# 2163128	PD with SRMLS# 2176573	PD with SRMLS# 2180452
Marketing Time		About 4 months	About 1 month	About 1.5 months
Sale Date	5/11/2026	6/24/2024	6/5/2025	12/22/2025
Price		$92,000	$89,500	$100,000
Financing Terms		Cash to seller	Cash to seller	Cash to seller
Conditions of Sale		Typical	Typical	Typical
Non-realty Components		NA	NA	NA
Price/SF		**$6.81**	**$8.22**	**$7.41**
Term Since Sale		22.55	11.18	4.60
Market Conditions Adj.	2.00%	3.76%	1.86%	0.77%
Adjusted $/SF		**$7.07**	**$8.37**	**$7.46**

Following, we present a discussion of the adjustments applied to the sales:

Expenditures Made Immediately After Purchase
No adjustments for this element of comparison were applied.

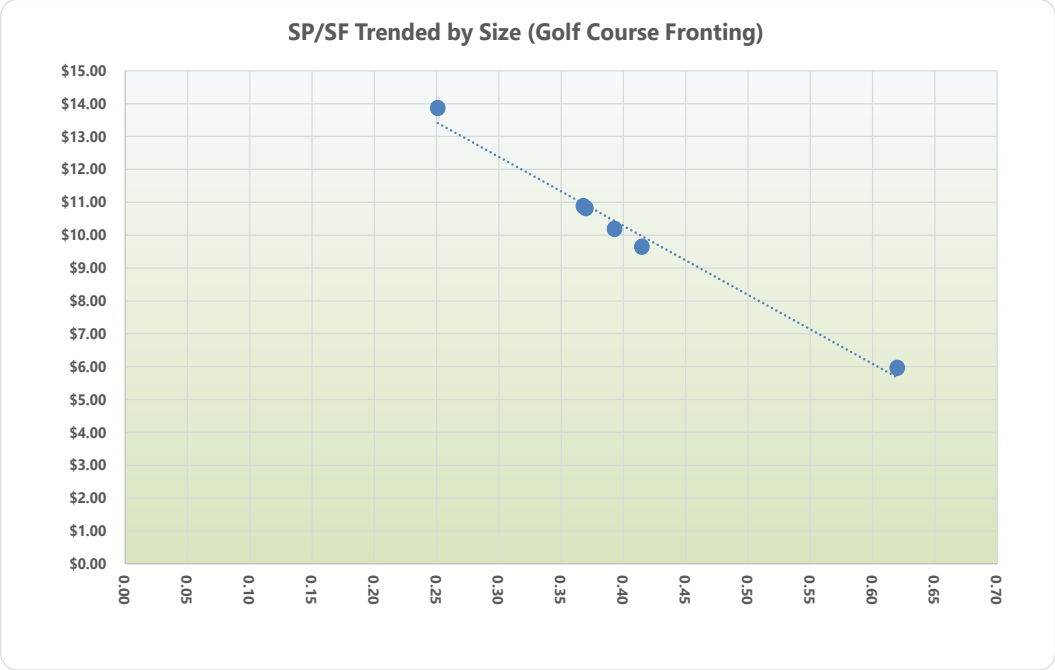
Real Property Rights Conveyed
No adjustments for this element of comparison were applied.

Financing Terms
No adjustments for this element of comparison were applied.

Conditions of Sale
No adjustments for this element of comparison were applied.

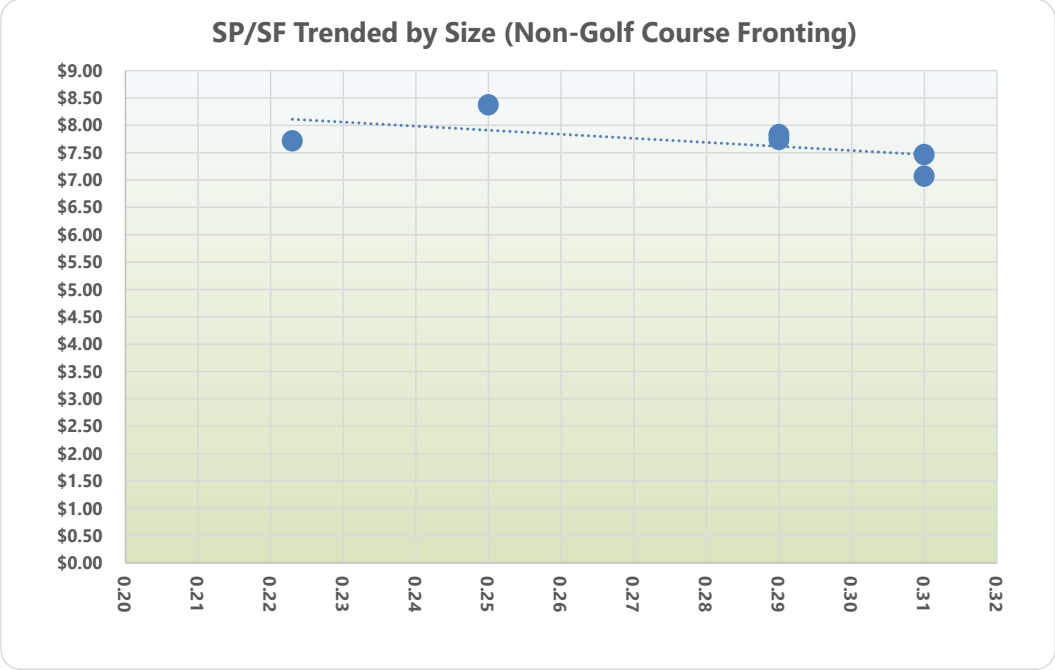
Market Conditions Adjustment
Consistent with discussion presented later in the Sales Comparison Approach, we applied adjustments for this element of comparison using an appreciation rate of 2% per year. The terms between the various dates of sale and the effective date of value were used in determining the specific adjustment levels.

Lot Pricing Estimates
After adjustment, the sales of golf course fronting lots (Comps 1 – 6) provide a range of adjusted value indications from about $5.96/SF to $13.86/SF and trend consistently on the basis of size as is apparent in the following graph:



Using the estimated average lot size for the proposed subject residential subdivision of 0.31 acres and the size trend, we conclude to a retail lot price for the golf course fronting lots of $12.25/SF.

The sales of non-golf course fronting lots (Comps 7 – 12) provide a range of adjusted value indications from about $7.07/SF to $8.37/SF and trend relatively consistently on the basis of size as is apparent in the following graph:



Using the estimated average lot size for the proposed subject residential subdivision of 0.31 acres and the size trend, we conclude to a retail lot price for the non-golf course fronting lots of $7.50/SF.

Bulk Sale Discount Estimate

Next, we present a table summarizing numerous bulk discount indications from residential lot sale transactions around the state that our office has assembled over an extended term:

Subdivision Bulk Sales

Count	Subdivision	Location	Sale Date	Market Fundamentals	Number of Lots	Discount to Retail Price
1	Hidden Springs Phase 6	Boise	2008	Distressed	26	35%
2	Hidden Springs Phase 8	Boise	2008	Distressed	84	32%
3	Bellingham Park, Phase 2	Meridian	2008	Distressed	37	30%
4	Senora Creek, Phase 2	Eagle	2008	Distressed	57	28%
5	Whitney Springs	Nampa	2008	Distressed	12	32%
6	Fieldstone	Middleton	2008	Distressed	63	27%
7	Gladstone	Eagle	2008	Distressed	17	30%
8	Delvin Square	Nampa	2009	Distressed	25	37%
9	The Shores	Eagle	2009	Distressed	73	60%
10	Applewood	Kuna	2009	Distressed	54	64%
11	Southwick Estates	Caldwell	2010	Distressed	21	42%
12	Willow Glenn No. 2	Kuna	2010	Distressed	16	37%
13	Tiger Tail	Jerome	2010	Distressed	20	30%
14	Jerome Estates	Jerome	2010	Distressed	25	25%
15	Napoli	Meridian	2010	Distressed	15	18%
16	Kathleen Estates	Eagle	2011	Improving	27	21%
17	Brookdale Meadows	Boise	2011	Improving	22	20%
18	Valleyview Ranch	Nampa	2012	Improving	17	29%
19	Granite Basin	Nampa	2012	Improving	54	39%
20	Ambleside Sub. 1	Boise	2012	Improving	63	32%
21	Homeplace	Boise	2012	Improving	10	23%
22	Stans Homeplace	Boise	2012	Improving	25	15%
23	Centre Pointe Crossing Ph. 2	Meridian	2013	Good	28	16%
24	Champion Park	Meridian	2013	Good	6	22%
25	Larkspur	Meridian	2013	Good	10	21%
26	Tradewinds	Meridian	2015	Strong	10	8%
27	Amber Wave	Meridian	2015	Strong	27	0%
28	Running Springs	Boise	2016	Strong	14	16%
29	Snoqualmie Ph. 8 - Legacy	Eagle	2016	Strong	20 +20 more option	8%
30	Dallan Woods	Nampa	2016	Strong	12	7%
31	Roselands Ph 2 & 3	Star	2016	Strong	37 on 1 yr takedown	0%
32	Young's Meadows	Boise	2017	Strong	20	0%
33	Warm Springs Village	Boise	2017	Strong	60 on 30 mo takedown	0%
34	Paisley Meadows No. 1	Meridian	2017	Strong	46 on 1 yr takedown	3%
35	Paisley Meadows No. 2	Meridian	2017	Strong	29 on 9.5 mo takedown	0%
36	Snoqualmie Ph. 11 - Legacy	Eagle	2018	Strong	10 + 10 more 18 mos after	0%
37	Dallas Harris Estates No. 9	Boise	2018	Strong	32	6%
38	Gate City	Boise	2018	Strong	58 on 30 mo takedown	12%
39	Oaks West Phase 1	Meridian	2018/2019	Strong	59 on 14 mo takedown	2%
40	Sawtooth Lake No. 1	Middleton	2019	Strong	41 on 6 mo takedown	0%
41	Sawtooth Lake No. 2 and No. 3	Middleton	2019/2020	Strong	61 on 20 mo takedown	3%
42	Preserve at Springbrook No. 1 and 2	Nampa	2020	Strong	59; two payments within 5 mos	12%
43	Caldera Canyon	Meridian	2020	Strong	14	5%
44	Dewey Subdivision	Middleton	2022	Strong	52	9%
45	Mill at Middleton	Middleton	2023	Slow to Stabilizing	50	17%
46	Highland Phase 5	Emmett	2024	Stabilizing	27	15%
47	Avimor	Eagle	2024	Steady	92 on 15 mo takedown	29%
					Min	**0%**
					Max	**64%**
					Average	**20%**

As is apparent, the more recent indications (2020 and newer) provide a range of indications from about 5% to 29%. Our conclusion is made at 15% near the center of this range.

Construction Cost Estimate

Following, we present a table summarizing several cost indications from residential subdivisions that have characteristics bracketing those of the subject:

Residential Subdivision Construction Cost Comparables

Subdivision	City	Year Built	# of Lots	Price per Lot*
Confidential	Idaho Falls	2026	30	$70,241
Dry Creek Ranch No. 9	Boise	2024	73	$66,211
Dry Creek Ranch No. 3	Boise	2024	78	$75,311
Flats at 16	Eagle	2024	94	$82,205
22334 Lansing Lane	Middleton	2021	19	$36,842
Sawtooth Lake Phase 3	Middleton	2020	27	$34,370

Min	**$34,370**
Average	**$60,863**
Median	**$68,226**
Max	**$82,205**

*Costs exclude developer profit

Our conclusion is made at $70,000 per lot giving primary weighting to the indication from the Idaho Falls market. Our analysis also includes an adjustment of 10% of the cost estimate for entrepreneurial incentive.

Conclusion

Using the various conclusions discussed previously of overall land size, allocation to lot and street areas, average lot size, total lot count, retail lot prices per square foot, and bulk discount rate we present the following table summarizing the resulting land value indication for the subject from this method:

Item	Est.							
Size of Tax Parcel RPA00038311729	20.62							
Add Subject A	0.23							
Total Size Analyzed	20.85							
Deduct for Estimated Allocation to Streets (Acres)	3.09	15%						
Remainder Allocation to Lots (Acres)	17.75							
Estimated Average Lot Size (Acres)	0.31							
Potential Lot Count (rounded)	57.00							
Item	**% of Count**	**Lots**	**Avg. Lot Size Acres**	**Avg. Lot Size SF**	**Lot Price/SF**	**Avg. Lot Price**	**Gross Revenue**	**% of Gross Revenue**
Allocation to Golf Course Fronting	30%	17.00	0.31	13,504	$12.25	$165,419	$2,812,125	40.97%
Allocation to Non-Golf Course Fronting	70%	40.00	0.31	13,504	$7.50	$101,277	$4,051,080	59.03%
Total Gross Revenue From Lot Sales							$6,863,205	
Less Bulk Discount	-15.0%						($1,029,481)	
Discounted Revenue from Lot Sales							$5,833,724	
Construction Costs	$70,000	57.00					$3,990,000	
Adjust for Entreprenurial Incentive	10%						$399,000	
Total Development Cost Including EI							$4,389,000	
Discounted Revenue Net of Development Costs							$1,444,724	
Total Land Size (SF)							908,060	
Blended Land Value Indication							$1.59	
Resulting Land Value Allocations	**%**		**Calculation**	**Acres**	**SF**	**$/SF**		
Discounted Revenue Net of Development Costs			**$1,444,724**	**20.85**	**908,060**	**$1.59**		
Allocation to Golf Course Fronting Portion	**40.97%**		**$591,960**	**6.25**	**272,418**	**$2.17**		
Allocation to Non-Golf Course Fronting Portion	**59.03%**		**$852,764**	**14.59**	**635,642**	**$1.34**		

In the preceding table, we use the overall and size of 20.85 acres and apply a deduction of 15% to yield the land allocation for residential lot sales. Using the average lot size estimate of 0.31 acres, we estimate the total developable land will accommodate 57 lots. Next, based on prior discussion we allocated 30% of the lots to the golf course fronting category and the remainder to the non-golf course fronting category. Using the previously developed retail price per square foot conclusions, we estimate the gross revenue from the lot sales. Next, we applied a bulk discount to the gross revenue to consider marketing, sales commissions, and holding costs, that a potential developer would consider. Next, we applied a deduction for the estimated construction costs and entrepreneurial incentive that is necessary to develop the subdivision thereby allocating the remainder to the land value. Next, using the percentage of gross revenue ratios for the golf course fronting lots and the non-golf course fronting lots, we allocated the land value between these two categories. Finally, we allocate the total land size by golf course fronting area and non-golf course fronting area using the same percentage allocations used for the lot count estimate. The resulting land value indication applicable to the subjects is indicated by the golf course fronting allocation of $2.17/SF from this method. Using this estimate, we conclude to the following value indications for the subjects from this method:

RESIDUAL TECHNIQUE: SUBJECT A					
Item	**Size (SF)**	**X**	**$/SF**	**=**	**Resulting Value Indication**
Subject A	9,983	x	$2.17	=	$21,663

RESIDUAL TECHNIQUE: SUBJECT B					
Item	**Size (SF)**	**X**	**$/SF**	**=**	**Resulting Value Indication**
Subject B	2,183	x	$2.17	=	$4,737

Sales Comparison Approach

Methodology

This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. In the sales comparison approach, an indication of market value is developed by analyzing closed sales, listings, or pending sales of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparable sales and the subject property using all appropriate elements of comparison.

Unit of Comparison

Our analysis uses the price per square foot of land size unit of comparison.

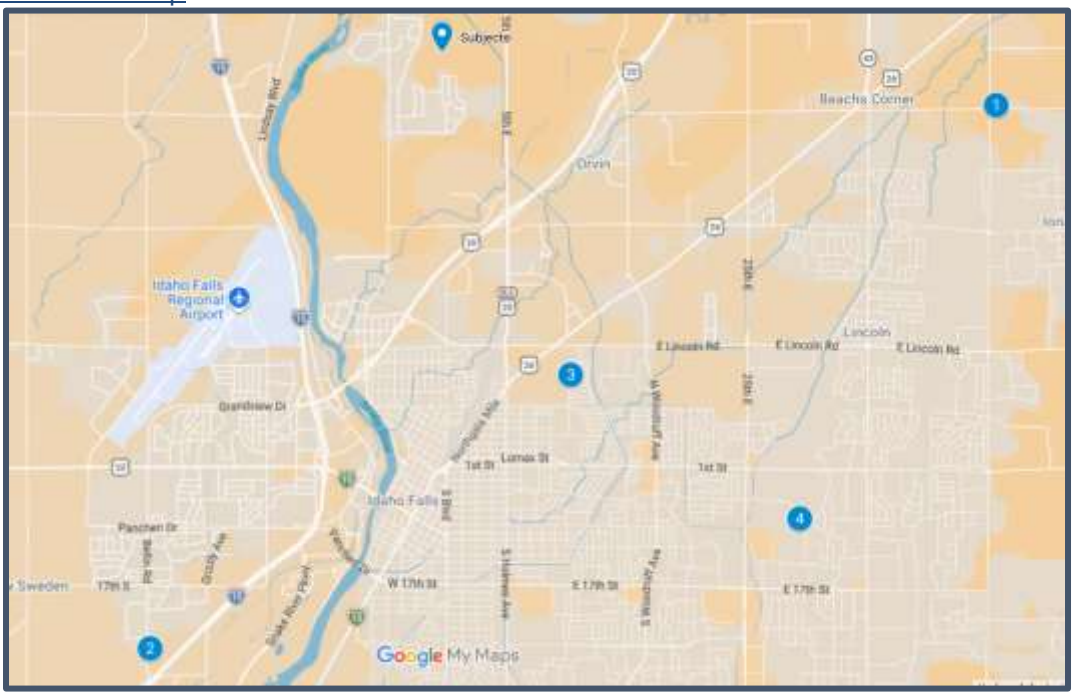
Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that should be considered in sales comparison analysis are as follows: (1) expenditures made immediately after purchase, (2) real property rights conveyed, (3) financing terms, (4) conditions of sale, (5) market conditions, (6) location and (7) physical characteristics.

Comparable Sales Data

Following, we present a location map and tables summarizing the characteristics and adjustments applied to each sale analyzed. A discussion of the adjustments applied in our analysis is presented following the summary tables.

Comparable Sale Map



Comparable Sale Photographs



Comp 1-NEC of S 45th and E 49th
Idaho Falls, ID



Comp 2 – TBD Bellin Rd.
Idaho Falls, ID



Comp 3- TBD Royal Ave
Idaho Falls, ID



Comp 4 - TBD Grey Fox Lane
Idaho Falls, ID

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COMPARABLE LAND SALE MAP

Comparable Land Sale Summation Table

IDENTIFICATION	Subject A	Subject B	1	2
Address	Approximately 200 feet north of the north end	Approximately 220 feet northwest of the north	NEC of S 45th and E 49th	TBD S Bellin Rd.
City & State	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Assessor Parcel No.	Portion of RPA2210003001O (see comments)	Portion of RPA00038311729 (see comments)	RP02N38E366301 (amended to RP03N38E366306)	RPO3931001010O
Coordinates	43.5469, -112.0342	43.5469, -112.0348	43.5403, -111.9431	43.4749, -112.0827
PROPERTY DESCRIPTION				
Gross Land Size (Acre)	0.23	0.05	9.96	1.30
Gross Land Size (SF)	9,983	2,183	433,683	56,628
Land Type	Undeveloped land	Undeveloped land	Residential development land	Rural residential
Zoning	Public (Idaho Falls)	R1 (Idaho Falls)	A-1 (Bonneville County)	RA-1 (Bonneville County)
Buyer's Intended Use or HBU	Asssemblage for single-family residential development	Asssemblage for single-family residential development	Single-family residential development	Single-family residential development
Configuration	Triangular	Irregular	Generally Rectangular	Irregular (functional)
Topography	Generally level and at street grade	Generally level and at street grade	Generally level/at grade	Generally level/at grade
Utilities	Nearby	Nearby	All available	Nearby per agent
SALE INFORMATION				
Data Source			PD with Jason Grider (agent) & SRMLS #2152235	PD with Jessica Cardon (agent) & SRMLS #2170079
Seller			BGJ LLC	Snell Family Trust
Buyer			Teton Ridge Holdings	David Rafn
Marketing Time			About 3 months	About 1 month
Effective Date or Sale date	May 11, 2026	May 11, 2026	May 8, 2023	October 17, 2024
Price			$630,000	$163,500
Adjustments			$0	$0
Analyzed Price			$630,000	$163,500
Financing Terms	Assumed cash	Assumed cash	Cash to seller	Cash to seller
Sale Conditions	Assumed typical	Assumed typical	Typical (arm's length)	Typical
Non-realty Components	NA	NA	None	NA
Comments	See report for exhibit illustrating subject location size, dimensions, and boundaries.	See report for exhibit illustrating subject location size, dimensions, and boundaries.		Property is situated near the south boundary of the city of Idaho Falls. The land to the north (across the canal) is zoned R1 (Idaho Falls). Agent reported that water and sewer lines are located nearby. Instrument #1776796.
FINANCIAL INDICATORS				
Price/SF			**$1.45**	**$2.89**
ELEMENTS OF COMPARISON				
Real Property Rights Conveyed	**Fee simple**	**Fee simple**	**0.00%**	**0.00%**
Adjusted Price/SF			**$1.45**	**$2.89**
Financing Terms			**0.00%**	**0.00%**
Adjusted Price/SF			**$1.45**	**$2.89**
Conditions of Sale			**0.00%**	**0.00%**
Adjusted Price/SF			**$1.45**	**$2.89**
Market Conditions (time)				
Term	**May-26**	**May-26**	**36**	**19**
Adjustment	**2.00%**	**2.00%**	**6.02%**	**3.13%**
Adjusted Price/SF			**$1.54**	**$2.98**
Location Characteristics			**0.00%**	**0.00%**
Physical Characteristics			**0.00%**	**0.00%**
Zoning Adjustments			**0.00%**	**0.00%**
Other Adjustments			**0.00%**	**0.00%**
ADJUSTED SALE PRICE/SF			**$1.54**	**$2.98**

Comparable Land Sale Summation Table

IDENTIFICATION	Subject A	Subject B	3	4
Address	Approximately 200 feet north of the north end	Approximately 220 feet northwest of the north	TBD Royal Ave	TBD Grey Fox Lane
City & State	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	Ammon, ID
Assessor Parcel No.	Portion of RPA2210003001O (see comments)	Portion of RPA00038311729 (see comments)	RPA0181011010A, RPA0181010003C, & RPA0181009004A	Was RPB00000224625 (later split into RPB4090001006O, RPB4090001005O,
Coordinates	43.5469, -112.0342	43.5469, -112.0348	43.5079, -112.0133	43.4906, -111.9756
PROPERTY DESCRIPTION				
Gross Land Size (Acre)	0.23	0.05	2.59	6.47
Gross Land Size (SF)	9,983	2,183	112,995	281,833
Land Type	Undeveloped land	Undeveloped land	Residential development land	Multi-family residential development
Zoning	Public (Idaho Falls)	R1 (Idaho Falls)	R1 (Idaho Falls)	R-2A (Ammon)
Buyer's Intended Use or HBU	Asssemblage for single-family residential development	Asssemblage for single-family residential development	Single-family residential development	Multi-family residential development
Configuration	Triangular	Irregular	Irregular (functional)	Irregular (functional)
Topography	Generally level and at street grade	Generally level and at street grade	Generally level/at grade	Generally level/at grade
Utilities	Nearby	Nearby	All available	All available
SALE INFORMATION				
Data Source			PD with Jessica Cardon (agent) & SRMLS #2168625	PD with SRMLS #2173390
Seller			Manwaring Family Trust	High Output Development, LLC
Buyer			Teton Peaks Developers LLC	River Bend Manor LLC
Marketing Time			About 4 months	About 5 months
Effective Date or Sale date	May 11, 2026	May 11, 2026	April 7, 2025	July 3, 2025
Price			$315,000	$1,525,000
Adjustments			-$25,000	$0
Analyzed Price			$290,000	$1,525,000
Financing Terms	Assumed cash	Assumed cash	Cash to seller	Cash to seller
Sale Conditions	Assumed typical	Assumed typical	Typical	Typical
Non-realty Components	NA	NA	NA	NA
Comments	See report for exhibit illustrating subject location size, dimensions, and boundaries.	See report for exhibit illustrating subject location size, dimensions, and boundaries.	Per data source, property benefits from a 10-lot single-family residential subdivision situated east of Pinecrest golf course zoned R1 at time of sale. Plat and engineering had been paid for, but property was re-zoned after the sale. Property is situated at the north end of the existing access road, thus development requires road and utility line extensions to the various lots. Per agent, the tract comprised the 10 residential lots and the area that would eventually be right-of-way. The exhibit presented was developed using Google Earth, county parcel maps, and conversations with the agent to show the overall tract sold as county maps were reportedly changed since the sale. Size analyzed per MLS write-up. Instrument #1786622	Per MLS write-up, the property benefitted from entitlements for a 65 unit townhome subdivision at the time of sale. Property split into multiple tax parcels with an allocation to accessing right-of-way after the sale. Instrument #1792237. Exhibit via MLS write-up.
FINANCIAL INDICATORS				
Price/SF			**$2.57**	**$5.41**
ELEMENTS OF COMPARISON				
Real Property Rights Conveyed	**Fee simple**	**Fee simple**	**0.00%**	**0.00%**
Adjusted Price/SF			**$2.57**	**$5.41**
Financing Terms			**0.00%**	**0.00%**
Adjusted Price/SF			**$2.57**	**$5.41**
Conditions of Sale			**0.00%**	**0.00%**
Adjusted Price/SF			**$2.57**	**$5.41**
Market Conditions (time)				
Term	**May-26**	**May-26**	**13**	**10**
Adjustment	**2.00%**	**2.00%**	**2.19%**	**1.71%**
Adjusted Price/SF			**$2.62**	**$5.50**
Location Characteristics			**0.00%**	**0.00%**
Physical Characteristics			**0.00%**	**0.00%**
Zoning Adjustments			**0.00%**	**0.00%**
Other Adjustments			**0.00%**	**0.00%**
ADJUSTED SALE PRICE/SF			**$2.62**	**$5.50**

Sales Comparison Analysis

All of the sales are analyzed, and adjustments are made for differences in the various elements of comparison, including real property rights, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, size, and other relevant factors. If the comparable sale is considered superior to the subject, we applied a negative adjustment to the comparable. A positive adjustment to the comparable is applied if it is considered inferior to the subject. A summary of the elements of comparison follows.

Transaction Adjustments

These items are applied prior to the application of market conditions and property adjustments. Transaction adjustments include:

1. Expenditures Made Immediately After Purchase
2. Real Property Rights Conveyed
3. Financing Terms
4. Conditions of Sale

The adjustments are discussed as follows:

Expenditures Made Immediately After Purchase

Consistent with the comments in the comparable sale tables presented previously, we applied an adjustment of -$25,000 to Comp 3 as this property benefited from entitlements as of the date of sale.

Real Property Rights Conveyed

No adjustments for this element of comparison were applied.

Financing Terms

No adjustments for this element of comparison were applied.

Conditions of Sale

No adjustments for this element of comparison were applied.

Market Conditions Adjustment

Our research did not yield any clean direct pairings for extraction of an adjustment for this element of comparison. Following, we present a table illustrating the approximate changes to the average sale price for a single-family residence in the Idaho Falls Market. The average sale price was quantified using the local multiple listings service.

Resource	Snake River MLS	Snake River MLS	Snake River MLS	Snake River MLS
Category	Single-family (1 acre max)	Single-family (1 acre max)	Single-family (1 acre max)	Single-family (1 acre max)
Area	Idaho Falls	Idaho Falls	Idaho Falls	Idaho Falls
Status	Sold	Sold	Sold	Sold
Start Date	Jan-23	Jan-24	Jan-25	Jan-26
End Date	Dec-23	Dec-24	Dec-25	May-26
Term (months)	12	12	12	5
Sale Count	1,039	990	1,018	363
Average Sale Price	$392,056	$398,653	$409,930	$417,941
Change		$6,597	$11,277	$8,011
% Change		1.7%	2.8%	2.0%
Overall Change in Average Sale Price				$25,885
% Change Over Term				6.60%
Term (months)				40.60
% Change Per Month				0.2%
Annual Equivalent % Change				1.95%
Comment				1-acre site size limitation
Survey Date				May 20, 2026

Based on the preceding, we applied adjustments for this element of comparison using an appreciation rate of 2% per year. The terms between the various dates of sale and the effective date of value were used in determining the specific adjustment levels.

Conclusion

After adjustment, the value indications range from about $1.54/SF to $5.50/SF after adjustment and trend relatively consistently on the basis of size. Comps 1 and 4 establish the extreme ends of the range. Both were included only in an effort to bracket the subject's potential. Neither of these sales are particularly similar to the subjects. Comp 1 sets the low end of the range (at $1.54/SF) and is inferior to the subjects in termers of its location and zoning. Comp 4 sets the high end of the range (at $5.50/SF) and is superior to the subject in terms of its zoning as it has zoning that has a much higher density allowance than the subjects.

Comp 2 provides an adjusted value indication of about $2.98/SF and is concluded relatively similar to the subject as it represents undeveloped land at the periphery of town. However, this comparable is a relatively small tract, which in our experience tends to have an upward influence on value.

Comp 3 is concluded the most similar comparable to the subject. This property has similar zoning and is situated proximate to a golf course.

In recognition of the preceding analysis, we conclude to a value estimate of $2.65/SF from this approach giving primary weight to Comp 3 and secondary weight to Comp 2. Following, we present the resulting value indications from this approach for the two subject properties:

SALES COMPARISON APPROACH: SUBJECT A					
Item	**Size (SF)**	**X**	**$/SF**	**=**	**Resulting Value Indication**
Subject A	9,983	x	$2.65	=	$26,455

SALES COMPARISON APPROACH: SUBJECT B					
Item	**Size (SF)**	**X**	**$/SF**	**=**	**Resulting Value Indication**
Subject B	2,183	x	$2.65	=	$5,785

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Reconciliation

As If Assembled Fee Simple Market Value Conclusion

The value indications developed previously (relative to the fee simple) are summarized following:

Value Indications

As If Assembled	Subject A	Subject B
Residual Method	$21,663	$4,737
Sales Comparison	$26,455	$5,785
Cost Approach	Not Developed	Not Developed
Income Capitalization	Not Developed	Not Developed

A significant range is still apparent between the indications from the two methods used in our analysis. In summary, the difference appears to be in the level of profit on the land the developer is willing to accept. The residual analysis is theoretical in nature and attempts to account for the various development costs, marketing and holding cost expenditures, as well as entrepreneurial incentive similar to a developer. However, the sales comparison approach is more straightforward and simply reflects the price paid by the buyer. The difference between the indications suggests that developers are often willing to sacrifice some of the profit on the land, likely assuming they can make up the difference in the sales of the vertical improvements. In recognition of these observations, our conclusion gives primary weighting to the sales comparison approach and secondary weighting to the residual technique. Following, we present a table summarizing our final conclusions for the subjects relative to the scenarios considered:

Value Conclusions

Item	Subject A	Subject B
Location	Approximately 200 feet north of the north end of Eaglewood Drive	Approximately 220 feet northeast of the north end of Eaglewood Drive
City, State	Idaho Falls, ID	Idaho Falls, ID
Scenario Considered	As If Assembled	As If Assembled
Value Type	Market Value	Market Value
Property Rights Appraised	Fee Simple	Fee Simple
Effective Date	May 11, 2026	May 11, 2026
Value Conclusions	**$25,000**	**$5,500**
Marketing Time Conclusion	6 to 12 months	6 to 12 months
Exposure Term Conclusion	6 to 12 months	6 to 12 months

Analysis of Recent Transactions

No changes of ownership were reported within the past 3 years for either subject property.

Exposure Time and Marketing Periods

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 6 to 12 months respectively, are considered reasonable and appropriate for the subject property.

Extraordinary Assumptions

- It is assumed in this report that a developer has proposed a residential subdivision that will include tax lot RPA00038311729 (which includes Subject B) and Subject A.
- It is assumed that the previously referenced proposed residential subdivision will be approved by the City of Idaho Falls.
- It is assumed in this report that Subject A can be re-zoned to R1 by the City of Idaho Falls.
- The client provided an exhibit which is presented in the Property Description section of this report and referenced as "City Land Swap Exhibit". The exhibit includes lot lines (for several apparent residential lots) and areas that appear to comprise right-of-way. It is assumed that this exhibit is part of the proposed residential subdivision mentioned previously. The locations, sizes, and dimensions for the two subject properties referenced in the "City Land Swap Exhibit" are assumed accurate. The apparent roadway areas in the exhibit are assumed to comprise eventual public rights-of-way that will provide roadway access and areas for utility line extensions to both subject properties.
- It is assumed in this report that all utility lines could be extended to the subject locations without the need for additional expenditures to expand line capacities.
- It is assumed in this report that there are no other portions of the proposed subdivision that might negatively impact the utility of either Subject A or Subject B.

Hypothetical Conditions:

- It is a hypothetical condition of this report that Subject A (as identified herein) has been assembled to tax lot RPA00038311729 (which includes Subject B) as of the effective date of value, thus is a component of the previously referenced proposed residential subdivision, will eventually comprise a marketable lot within the subdivision, and has been re-zoned as R1 by the City of Idaho Falls as of the effective date of value. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject A is an allocation of value from the hypothetically assembled tract that includes it.
- It is a hypothetical condition of this report that (as of the effective date of value) Subject B is assembled to Lot 16 (as identified in the City Land Swap Exhibit presented herein) upon approval of the previously discussed residential subdivision. Thus, it is assumed that the assemblage will generate a new parcel that is a marketable residential lot compliant with the R1 zoning designation of the city of Idaho Falls. As such, it is important that the reader understand that the value estimate reported in this appraisal for Subject B is an allocation of value from the hypothetically assembled tract that includes it. Notably, it is our understanding that the City Land Swap Exhibit provided by the client is part of the proposed subdivision referenced previously.

If any of the Extraordinary Assumptions or Hypothetical Conditions are incorrect, a re-analysis may become necessary.

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General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Mountain States Appraisal, LLC will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
5. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
6. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Mountain States Appraisal, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
7. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
8. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
9. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
10. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

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11. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
12. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
13. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Mountain States Appraisal, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
14. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
15. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Mountain States Appraisal, LLC.
16. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
18. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
19. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
20. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

21. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
22. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
23. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
24. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
25. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

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27. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
28. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
29. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
30. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
31. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
32. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
33. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

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34. You and Mountain States Appraisal, LLC both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Mountain States Appraisal, LLC and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Mountain States Appraisal, LLC or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Mountain States Appraisal, LLC for this assignment, and under no circumstances shall any claim for consequential damages be made.
35. Mountain States Appraisal, LLC shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Mountain States Appraisal, LLC. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Mountain States Appraisal, LLC and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Mountain States Appraisal, LLC harmless from and against any liability, loss, cost, or expense incurred or suffered by Mountain States Appraisal, LLC in such action, regardless of its outcome.
36. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
37. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. We have not performed as an appraiser or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

9. Paul Dehlin, MAI completed an on-site inspection of the subject property on January 9, 2026. Joe Corlett, MAI, SRA did not inspect the subject property in conjunction with this assignment.

10. No one provided significant real property appraisal assistance to the appraisers signing this certification.

11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

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12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, we completed the continuing education program for Designated Members of the Appraisal Institute.

14. As of the date of this report, we completed the Standards and Ethics Education Requirement for Candidates/Practicing Affiliates of the Appraisal Institute.



Paul Dehlin, MAI
Senior Appraiser
Idaho CGA-343 (expires 9/9/2027)



G. Joseph Corlett, MAI, SRA
Senior Appraisal Manager
Idaho CGA-7 (expires 3/11/2027)

Addenda

Engagement Letter
City of Idaho Falls Purchase Order
Glossary
Qualifications

- Paul Dehlin, MAI – Senior Appraiser
- Joe Corlett, MAI, SRA, Senior Appraisal Manager

Engagement

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, ID 83706
Phone: (208) 336-1097

Joe Corlett, MAI, SRA
Moe Therrien, MAI
Kevin Ritter, MAI
Derek Newton, MAI
Jeff Vance, MAI
Paul Dehlin, MAI
David Pascua, Analyst
Jon Vestal, Jr., CRA

April 29, 2026

Ms. Pamela Alexander, Municipal Services Director
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

Re: Appraisal of two parcels of land in the Fairway Estates Subdivision, Idaho Falls, Idaho

Dear Ms. Alexander,

At your request, we are pleased to submit a proposal to appraise the above-captioned properties.

Mountain States Appraisal, LLC is a fully staffed, professional real estate appraisal and consulting firm, originally established in 1976 as Mountain States Appraisal and Consulting, Inc.

Clients include nearly all active mortgage lenders, savings and loan associations, and commercial banks in the Boise area as well as others throughout the United States. Additionally, the company clientele includes private investors, corporations, government agencies, attorneys and developers throughout the country involved in real estate in the Northwestern United States.

Activities in the commercial field include appraisals of multi-family residential, vacant and development land, commercial, office, industrial, conservation easements, rural-agricultural, special-purpose properties, and unique properties. Additionally, the appraisers are involved in condemnation appraisal, feasibility analysis, litigation support, and real estate consultation.

Appraisers regularly attend classes and seminars to further their advanced standing and to be kept abreast of new developments in the profession. All of our appraisers are either state-certified general appraisers (CGA), or real estate analysts.

The City of Idaho Falls is our client in this assignment, and you along with accounting and legal professionals will be the sole intended users of the appraisal and report. The intended use of the appraisal is for asset valuation for a potential land trade.

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The purpose of this appraisal assignment is to develop an opinion of the market values of the properties. The legal property rights appraised will be the fee simple interest. The properties will be valued as of our date of inspection. We will present both values in a single appraisal report.

We will provide you with an electronic file (PDF) of the appraisal report. Upon request, we will furnish you with two bound copies.

Our fee for this appraisal will be $3,500, including any incidental expenses such as mileage. The fee is due upon completion of the assignment.

You may send the fee by check or, if preferred, wired to the following account. Please be sure the payment includes a reference to the address of the property to be appraised.

If by Check:

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, Idaho 83706

If by EFT:

First Interstate Bank
317 N 9th St.
Boise, Idaho 83702

Routing Number	092901683
Account Number	8003409969539

The estimated completion date of the appraisal is in approximately 3-4 weeks. This date assumes that we will receive written authorization to proceed by May 5, 2026, (please return this letter by email), and that the relevant information needed for the appraisal will be received from our client on a timely basis.

In order to appraise this property, please provide the information listed on page 4, as applicable.

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If this proposal is acceptable, please have the party responsible for the fee authorize us to proceed with the appraisal by signing below. The signer needs to provide his or her full contact information. A copy of Mountain States Appraisal, LLC's Standard Terms of Appraisal Agreement, which will be an integral part of this agreement, is attached.

We are looking forward to working with you on this assignment.

Respectfully submitted,
Mountain States Appraisal, LLC



G. Joseph Corlett, MAI, SRA
Senior Appraisal Manager
Idaho, Certification # CGA-7
Certificate Expires 03/11/27

Attachment

Accepted by: _____
(Signature)

_____
(Please Print)

Date: _____

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Information Needed for the Appraisal

In order to appraise this property, please provide the following information as applicable. We realize you probably do not have all these items, or they may not exist.

- title report
- site plans
- any appraisals of the property
- list of any major capital improvements made in recent years
- information on any sale, listing, or offer on the property during the past three years (copy of relevant contracts)
- person to contact to arrange the inspection
- information regarding the existence, if any, of contamination, soils problems or other property deficiencies.
- any other information you have that will assist us in appraising the property

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Standard Terms of Appraisal Assignment

1. "Appraiser" means Mountain States Appraisal, LLC, (Mountain States) and its appraisers, employees, partners, owners, shareholders, members, officers, directors, and independent contractors.
2. Acceptance of this Agreement assumes that Client will provide all necessary information needed for the appraisal on a timely and truthful basis.
3. It is Client's responsibility to read the report and to inform Appraiser of any errors or omissions, prior to utilizing the report or making it available to any third party.
4. The fee quoted is based on Appraiser's understanding of the assignment as outlined in the scope of work. Changes in scope will be billed at Appraiser's normal hourly rates. The fee and estimated completion time are subject to change if the property is not as outlined in our proposal, or if issues come to light during the course of Appraiser's investigation which, in Appraiser's opinion, necessitates such change. If Client places an assignment "on hold," then reactivates the appraisal, an additional charge may apply due to the inefficiency created. If Appraiser is requested or required to provide testimony as a result of this appraisal, testimony and preparation time will be charged at our normal hourly rates.
5. Unless the time period is shorter under applicable law, any legal action or claim in connection with, or in any way arising out of, or relating to, the appraisal(s) or this Agreement shall be filed in court (or in the applicable arbitration tribunal) within two (2) years from the date of delivery to Client of the appraisal to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.
6. Legal claims or causes of action in connection with, or in any way arising out of, or relating to, the appraisal(s) or this Agreement are not assignable, except: (i) as the result of a bona fide merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.
7. This appraisal shall be used only for the function outlined in the attached letter, unless expressly authorized by Mountain States Appraisal, LLC. The format and value reported may or may not be valid for other purposes.
8. Unless otherwise noted, the appraisal will value the property as though free of contamination. Mountain States Appraisal, LLC will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client secure appropriate inspections from qualified experts if the presence of hazardous materials or contamination poses any concern.
9. Our standard payment policy is as follows: the balance is due upon presentation of the invoice; if payment is not made within 30 days of date due, interest at the rate of 1.5% per month will be added to the principal from the due date to date payment is received, and you shall pay all expenses of collection, including court costs and attorney fees. If the client requests a draft, the fee is due upon delivery of the draft. Mountain States Appraisal, LLC shall be under no obligation to continue work on an assignment that is not paid current.
10. The fee for this appraisal is not contingent upon the valuation of the property, the funding of any loan or outcome of litigation. Any opinions Appraiser may have expressed about the outcome of your

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matter or case are expressions of Appraiser's opinions only and do not constitute any guarantee about the outcome. Should the assignment be terminated prior to completion, you agree to pay for time and costs incurred prior to Appraiser's receipt of written notice of cancellation.

11. If this assignment includes a provision for work performed on an hourly billing basis, such work is subject to periodic adjustment to Appraiser's then-current rates. Mountain States Appraisal, LLC shall provide 30 days' notice to client prior to any rate increase. If client chooses not to consent to the increased rates, client may terminate Mountain States Appraisal, LLC's services by written notice effective when received by Mountain States Appraisal, LLC.
12. If this assignment includes a provision for work on an hourly billing basis, client acknowledges that Mountain States Appraisal, LLC has made no promises about the total amount of fees to be incurred by client under this agreement.
13. Client and Mountain States Appraisal, LLC both agree that any dispute over matters more than $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Mountain States Appraisal, LLC and the client cannot agree on the arbitrator, the presiding civil administrative judge the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, the Client and Appraiser both acknowledge that, by agreeing to binding arbitration, each is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party entitled to do so, makes a claim against Mountain States Appraisal, LLC or any of its employees in connection with or in any way relating to this assignment, the maximum damages recoverable from Mountain States Appraisal, LLC or its employees shall be the amount of monies actually collected by Mountain States Appraisal, LLC for this assignment and under no circumstances shall any claim for consequential damages be made.
14. Appraiser shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Mountain States Appraisal, LLC. "Client" shall not include partners, affiliates or relatives of the party named in the engagement letter. Client shall hold Appraiser harmless in the event of any lawsuit brought by any third party, lender, partner or part owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Appraiser harmless from and against any liability, loss, cost or expense incurred or suffered by Appraiser in such action, regardless of its outcome.
15. Distribution of this report is at the sole discretion of the client, and the Appraiser will make no distribution without the specific direction of the client. However, in no event shall client give a third party a partial copy of the appraisal report.
16. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may be modified by subsequent agreement of the parties.

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General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Mountain States Appraisal, LLC will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
5. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
6. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Mountain States Appraisal, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
7. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
8. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
9. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
10. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
11. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.

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12. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
13. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Mountain States Appraisal, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
14. Distribution of this report is at the sole discretion of the client, but third parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
15. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Mountain States Appraisal, LLC.
16. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
18. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
19. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
20. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
21. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
22. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

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23. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

24. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.

25. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.

26. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

27. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

28. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

29. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

30. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

31. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.

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32. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

33. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

34. You and Mountain States Appraisal, LLC both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Mountain States Appraisal, LLC and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Mountain States Appraisal, LLC or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Mountain States Appraisal, LLC for this assignment, and under no circumstances shall any claim for consequential damages be made.

35. Mountain States Appraisal, LLC shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Mountain States Appraisal, LLC. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Mountain States Appraisal, LLC and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Mountain States Appraisal, LLC harmless from and against any liability, loss, cost, or expense incurred or suffered by Mountain States Appraisal, LLC in such action, regardless of its outcome.

36. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

37. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any event, subsequent to the effective date of the appraisal.

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Purchase Order

P U R C H A S E O R D E R PAGE: 1

P.O. #: 121575
DATE: 05/08/26

AUTHORIZED BY Sarah Paul
PURCHASING AGENT

TO: MOUNTAIN STATES APPRAISAL, LLC
1459 TYRELL LANE, STE B
BOISE, ID 83706

SHIP TO:
CITY OF IDAHO FALLS
MUNICIPAL SERVICES RM 200
308 CONSTITUTION/ZIP83402
PO BOX 50220
IDAHO FALLS, ID 83405-0220

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.
8995			102016	051-7903-521.72-00

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			As Per Proposal dated April 29, 2026		
1	3500.00	EA	APPRAISAL OF TWO PARCELS IN FAIRWAY ESTATES SUBDIV	1.0000	3500.00
				SUB-TOTAL	3500.00
				TOTAL	3500.00

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Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 7th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

absolute net lease. A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

amortization. 1. The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. 2. The gradual reduction of an amount over time, such as tax depreciation of intangible items.

as is market value. The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the "as is" phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an "as is" value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards.

base rent. The minimum rent stipulated in a lease.

building common area. In office buildings, the areas of the building that provide services to building tenants but that are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

certificate of occupancy. A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy.

common area maintenance (CAM). 1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. 2. For shopping centers, the amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, [amenities,] and upkeep. (ICSC)

condominium. An attached, detached, or stacked unit within or attached to a structure with common areas that are held as tenants in common (an undivided interest) with other owners in the project. The units can be residential, commercial, industrial, or parking spaces or boat docks. These units are commonly defined by state laws in their locations. Because units can be stacked on top of other units, these units can be defined both vertically and horizontally.

conservation easement. An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement.

debt coverage ratio (DCR). The ratio of net operating income to annual debt service (*DCR = NOI/IM*), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR). A larger DCR typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender.*an improved safety margin for a lender.

deed restriction. A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners.

depreciation. 1. In appraisal, a loss in the value of improvements from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date. 2. In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques.

disposition value. The most probable price that a specified interest in property should bring under the following conditions: 1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market. 2. The property is subjected to market conditions prevailing as of the date of valuation. 3. Both the buyer and seller are acting prudently and knowledgeably. 4. The seller is under compulsion to sell. 5. The buyer is typically motivated. 6. Both parties are acting in what they consider to be their best interests. 7. An adequate marketing effort will be made during the exposure time. 8. Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.

easement. The right to use another's land for a stated purpose.

effective date. 1. The date on which the appraisal opinion applies. (SVP) 2. The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as *date of value*. (USPAP, 2020-2021 ed.)

effective gross income (EGI). The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income.

effective gross income multiplier (EGIM). The ratio between the sale price (or value) of a property and its effective gross income.

escalation clause. A clause in an agreement that provides for the adjustment of a price or rent based on some event or index, e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause*, or *stop clause*.

estoppel certificate. A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*.

excess land. Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.

excess rent. The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties.

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expense stop. A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount.

exposure time. 1. The time a property remains on the market. 2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021 ed.)

extraordinary assumption. An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, or conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)

feasibility. An indication that a project has a reasonable likelihood of satisfying explicit objectives.

feasibility analysis. A study of the cost-benefit relationship of an economic endeavor. (USPAP, 2020-2021 ed.)

fee simple estate. Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

floor common area. In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors that are available primarily for the use of tenants on that floor. In essence, floor common area represents all of the area on the floor that is common to that respective floor with the exception of those areas that penetrate through the floor, such as the elevator shaft and stairwell. The significant point to be made is that floor common area is not part of the tenant's usable area. (BOMA)

furniture, fixtures, and equipment (FF&E). Business trade fixtures and personal property, exclusive of inventory.

going concern. 1. An established and operating business having an indefinite future life. 2. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations (transforming resources from one form to a different, more valuable form) will be completed.

gross building area (GBA). 1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2. Gross leasable area plus all common areas. 3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space.

gross lease. A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called *full-service lease*.

ground lease. A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term.

ground rent. The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land.

highest and best use. 1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. 2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that

it would be willing to bid. (IVS) 3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) 4. [For fair value determination] The use of a nonfinancial asset by market participants that would maximize the value of the asset or the group of assets and liabilities (for example, a business) within which the asset would be used. (FASB Glossary) The highest and best use of a nonfinancial asset takes into account the use that is physically possible, legally permissible, and financially feasible. (FASB 820-10-35-10B). The highest and best use of a nonfinancial asset establishes the valuation premise used to measure the fair value of the asset, as follows: (a) The highest and best use of a nonfinancial asset might provide maximum value to market participants through its use in combination with other assets as a group (as installed or otherwise configured for use) or in combination with other assets and liabilities (for example, a business). (b) The highest and best use of the asset might provide maximum value to market participants on a standalone basis. (FASB 820-10-35-10E)

hypothetical condition. 1. A condition that is presumed to be true when it is known to be false. (SVP) 2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)

industrial gross lease. A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance, and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term.

insurable value. A type of value for insurance purposes.

investment value. 1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

just compensation. In condemnation, the amount of loss for which a property owner is compensated when property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken.

leased fee interest. The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

leasehold estate. The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

leasehold financing. A form of financing in which a mortgage is secured by the tenant's interest in a property.

leasehold improvements. Improvements or additions to leased property that have been made by the lessee.

lessee. One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.

lessor. One who conveys the rights of occupancy and use to others under a lease agreement.

liquidation value. The most probable price that a specified interest in property should bring under the following conditions: 1. Consummation of a sale within a short time period. 2. The property is subjected to market conditions

prevailing as of the date of valuation. 3. Both the buyer and seller are acting prudently and knowledgeably. 4. The seller is under extreme compulsion to sell. 5. The buyer is typically motivated. 6. Both parties are acting in what they consider to be their best interests. 7. A normal marketing effort is not possible due to the brief exposure time. 8. Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.

loan-to-value ratio (M). The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage; also called *loan ratio* or *LTV*.

market rent. The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby · Lessee and lessor are typically motivated; · Both parties are well informed or well advised, and acting in what they consider their best interests; · Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and · The rent reflects specified terms and conditions, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, and tenant improvements (TIs).

market study. An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area.

market value. A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined, such as the following. 1. The most widely accepted components of market value are incorporated in the following definition: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. 2. Market value is described, not defined, in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. Comment: *Appraisers are cautioned to identify the exact definition of market value, and its authority, applicable in each appraisal completed for the purpose of market value.* (USPAP, 2020- 2021 ed.) 3. The following definition of *market value* is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: · Buyer and seller are typically motivated; · Both parties are well informed or well advised, and acting in what they consider their best interests; · A reasonable time is allowed for exposure in the open market; · Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and · The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(h); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994) 4. The International Valuation Standards Council defines *market value* for the purpose of international standards as follows: The estimated amount for which an asset or liability *should* exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently, and without compulsion. (IVS) 5. The Uniform Appraisal Standards for Federal Land Acquisitions defines *market value* as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in

all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Appraisal Standards for Federal Land Acquisitions)

master lease. 1. A lease in which a part or the entire property is leased to a single entity (the master lessee) in return for a stipulated rent. The master lessee then subleases the property to multiple tenants. 2. The first lease in a sandwich lease.

modified gross lease. A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*.

net net net lease. An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *triple net lease*, or *fully net lease*.

operating expense ratio (OER). The ratio of total operating expenses to effective gross income (*TOE/EGI*); the complement of the net income ratio, i.e., *OER* = 1 - *NIR*.

option. A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege.

partial interest. Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common or easement.

pass-through. A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant.

potential gross income multiplier (PGIM). The ratio between the sale price (or value) of a property and its annual potential gross income. (*PGIM* = *V/PGI*)

replacement cost. The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.

reproduction cost. The estimated cost to construct, at current prices as of the effective date of the appraisal, a duplicate or replica of the building being appraised, using the same or similar materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

retrospective value opinion. A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."

sandwich lease. A lease in which an intermediate, or sandwich, leaseholder is the lessee of one party and the lessor of another. The owner of the sandwich lease is neither the fee owner nor the user of the property; he or she may be a leaseholder in a chain of leases, excluding the ultimate sublessee.

sublease. An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term.

subordination. A contractual arrangement in which a party with a claim to certain assets agrees to make that claim junior, or subordinate, to the claims of another party.

surplus land. Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

usable area. 1. For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of the corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called *net building area* or *net floor area*. 2. The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.

value in use. 1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary) 2. Formerly used in valuation practice as a synonym for *contributory value* or *use value*.

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Qualifications

Qualifications of Paul Dehlin
Senior Appraiser



Membership/Affiliations:
Member: Appraisal Institute – MAI Designation (2005)
President: Southern Idaho Chapter of Appraisal Institute (2007)

Appraisal Institute & Related Courses:
Uniform Standards of Professional Practice
Appraisal Procedures
Appraisal Principles
Basic Income Capitalization
Highest & Best Use/Market Analysis
General Applications
Report Writing/Valuation Analysis
Advanced Sales Comparison & Cost Approaches
Advanced Applications
Business Practices and Ethics
Uniform Appraisal Standards for Federal Land Acquisitions
Attacking and Defending an Appraisal in Litigation
Eminent Domain and Condemnation

Experience:
Senior Appraiser
Mountain States Appraisal, LLC, Boise, ID (formerly Valbridge Property Advisors | Mountain States) (2014 – Current)

Senior Analyst
Integra Realty Resources, Boise, ID (2006 – 2013)

Acquisition Analyst
DBSI Discovery, Boise, ID (2005)

Appraiser
Knipe Janoush Knipe, Boise, ID (1997 – 2004)

State Certifications
State of Idaho, CGA-343
State of Oregon, C001408

Education
Boise State University
Bachelor of Business Administration
Associates of Science





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Appraisal/valuation and consulting assignments include: eminent domain/condemnation, office, light-industrial, retail, multi-family residential, service-commercial, special-purpose (convenience stores/fuel stations, carwashes, restaurants, health clubs, bowling alleys), land (retail, office, light-industrial, multi-family, single-family, residential subdivision, etc.), other (lodging facilities, schools, churches, nurseries)

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Qualifications of G. Joseph Corlett
Senior Appraisal Manager



Membership/Affiliations:
Member: Appraisal Institute– (Life Member) MAI & SRA Designations
Past President: Appraisal Institute – Southern Idaho Chapter
Past Director/ Regional Vice Chair - Appraisal Institute
Past Chair Ethics Administration Division: Appraisal Institute
Past Member National Government Relations Committee - AI
Past President: Idaho Aviation Hall of Fame
Vice President Idaho Aviation Association
Realtor: National Association of Realtors
Idaho Real Estate Associate Broker AB 1660
Commercial Pilot/ ASEMEL/Instruments
Board Member: Idaho Aviation Foundation
BOMA

Appraisal Institute & Related Courses:
Valuation Bias and Fair Housing Laws & Regs. 2026
General Applications
General Market Analysis & Highest and Best Use
Business Practices & Ethics
Advanced Income Capitalization
Advanced Sales Comparison & Cost Approaches
The Appraiser as an Expert Witness: Preparation and Testimony
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets; 2026-27 USPAP; UASFLA Update 2026

Experience:
Senior Appraisal Manager
Mountain States Appraisal, LLC, Boise, ID (formerly Valbridge Property Advisors | Mountain States) (1974 – Current)

Appraiser
Corlett Associates, Pifari & Associates, Western National Corporation (1974 – 1976)

State Certifications
State of Idaho CGA-7
State of Oregon C-000294

Education
Bachelor of Science, Finance
University of Idaho





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Appraisal/valuation and consulting including: apartments; retail, shopping centers, office; industrial, religious. Special purpose properties including schools, churches, cemeteries, hotels/motels, residential subdivisions, vacant industrial, commercial and residential land. Special use properties including conservation easements, car washes, factories, wilderness properties, golf courses, eminent domain acquisitions, litigation support, ranches, transmitter sites, and other unique property types.

MOUNTAIN STATES APPRAISAL, LLC

Invoice

Reference Nbr.:	**AR-MSA001021**
Date:	6/1/2026
Due Date:	6/16/2026
Customer ID:	C0001494
Total (USD):	3,500.00

BILL TO:	PAYABLE TO:
City of Idaho Falls 308 Constitution Way Idaho Falls IDAHO 83402 United States of America	Mountain States Appraisal, LLC 1459 Tyrell Ln B Boise, ID 83706 (208) 336-1097 http://www.appraiseidaho.com/

CUSTOMER REF. NBR.	TERMS	CONTACT
26-0078	Net 15 Days	

NO.	ITEM	EXTENDED PRICE
1	26-0078; Appraisal of Fairway Estates Lots, Idaho Falls, ID	3,500.00
	NOTE: PO #121575	

To pay quickly and easily by ACH or credit card, please scan the QR code or click the link below:

Payment Link

Sales Total:	3,500.00
Tax Total:	0.00
Total (USD):	**3,500.00**