

CITY COUNCIL AGENDA

Thursday

September 24, 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, September 24, 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) Fire Department

1) Battery-Powered Extrication Equipment **26-337**

Attachments: Elite Extrication quote

B) Finance

1) Treasurer's Report for May 2026 *Correction* **26-357**

Attachments: May 2026 Treasurer's Report Corrected

C) Office of the Mayor

1) IFDDC Extension to Management Services Agreement **26-354**

Attachments: IFDDC Extension Agreement

2) August 2026 Licensing through the Office of the City Clerk **26-355**

Attachments: New
Renewals
Contractor

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) Public Works

1) Service Agreement for Wastewater Collection and Treatment with the Iona Bonneville Sewer District (IBSD) **26-201**

Attached for your consideration is a Service Agreement for Wastewater Collection and Treatment with the Iona Bonneville Sewer District (IBSD). Idaho Falls has been serving the IBSD via service agreement since prior to 2010. The agreement was previously approved in 2021. Changes from the prior agreement include regular and connection fee adjustments to match the current facility plan recommendations and language to include IBSD's desire for possible transition to their own facility. The current wastewater service agreement expires September 30, 2026. The proposed Service agreement under consideration shall be effective upon signing and shall expire on September 30, 2031.

Action Item(s):
Approve the Service Agreement for Wastewater Collection and Treatment with the Iona Bonneville Sewer District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: IBSD Agreement
Map

B) Finance

1) Professional Audit Services for Fiscal Year Ending September 30, 2026 **26-369**

The professional audit services will provide certified public accounting and financial auditing services for the fiscal year ending September 30, 2026. This is the third year of a three-year proposal for audit services.

The total estimate cost includes the financial audit, Airport Passenger Facility Charges (PFC) audit, and two major programs for the single audit, national transit database agreed-upon procedures and travel related fees for on-site audit work estimated at $ 184,500.

Kevin Mullerleile, Senior Manager, of Baker Tilly will be supervising the Idaho Falls audit. As per the attached engagement letter, the audit timelines are scheduled to begin on January 11, 2027 and a completed audit report no later than March 31, 2027.

Funding for the annual audit is within the Finance Department annual operating budget with Funding for the Single Audit and national transit database agreed-upon procedures coming from Airport, Power, and Public works for funding of the Single Audit.

If additional major programs are required for the single audit, each additional major program is $12,000. Funding for additional single audit programs would come from the Department that administers the federal award.

Action Item(s):
Approve the professional services contract with Baker Tilly, LLP, for professional audit services for an estimated amount of $ 184,500 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

C) Idaho Falls Power

1) IFP 26-24 Substation 72.5KV SF6 Breakers Purchase **26-335**

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase three (3) SF6 dead-tank breakers. A tabulation of bid results is attached. Western Electric Alliance was the lowest bidder of the 4 bids received with a total bid of $342,588.00 and expected delivery time of 55-65 weeks.

Action Item(s):
Approve the purchase of three (3) SF6 dead-tank breakers for substations and award the bid to the lowest responsive, responsible bidder, Western Electric Alliance, in the amount of $342,588.00 (or take other action deemed appropriate).

Attachments: Bid

2) Amendment to the Power Sales Agreement with Orchard Park Apartments **26-349**

On September 12, 2024 Idaho Falls Power and Orchard Park Energy LLC entered into a first-of-kind Net-Metering Pilot Project Agreement. This agreement has been successful in helping Idaho Falls Power customers by lowering the high-cost market purchases that Idaho Falls Power must make on the open market. Energy rates often fluctuate and require Idaho Falls Power to reassess and reevaluate its rates for its customers.

This amendment establishes minor changes to the Original Agreement, and all other provisions, terms and conditions of the Original Agreement shall remain in full effect and force.

The amended rates are as follows:

- Energy Rates:

- Peak Hours $0.0910 Per KWh
- Non-Peak Hours$ $0.040 Per KWh

- Demand Rates:
  - Peak hours $22.00 Per KW
  - Non-Peak $6.00 Per KW

Action Item(s):
Approve the amendment to the Power Sales Agreement with Orchard Park Energy and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Original Power Sales Agreement (9-12-2024)
Amended Power Sales Agreement

D) Office of the Mayor

1) Ordinance Amending Title 4, Chapter 12, Section 7, Itinerant Merchant License **26-359**

The proposed Ordinance eliminates the licensing and bonding requirements for itinerant merchants (persons or businesses selling or offering to sell goods, wares, merchandise, or services from non-permanent structures) who are approved by the Director of Parks & Recreation to participate in their Special Events, thereby reducing costs and administrative oversight while providing greater flexibility in vendor management.

Action Item(s):
Adopt the Ordinance amending Title 4, Chapter 12, Section 7 under a suspension of the rules requiring three complete readings, and request that it be read by title and published by summary (or take other action
deemed appropriate).

Attachments: Ordinance

2) Ordinance Amending Title 4, Chapter 15, Sections 5, 6 and 11, Public Transportation Operator License **26-360**

The proposed Ordinance requires a person to obtain a Public Transportation Operator's License effective for two years and make the expiration of such licenses coincide with the requirement for obtaining a full set of fingerprints, thereby reducing costs, lessening confusion, and making it easier for operators to comply with City Code.

Action Item(s):
Adopt the Ordinance amending Title 4, Chapter 15, Sections 5, 6, and 11 under suspension of the rules requiring three complete readings and request that it be read by title and published by summary (or take other action deemed appropriate).

Attachments: Ordinance R09.22.26

E) Community Development Services

1) Provide staff direction regarding Planned Unit Development (PUD) from the Comprehensive Zoning Code. **26-376**

On August 27, 2026, City Council directed staff to prepare an Ordinance to rescind the PUD Ordinance. The Council discussed other alternatives to a full rescission at its September 21, 2026, work session. The Planned Unit Development (PUD) provisions were established to provide flexibility in the development and design of projects that may not otherwise be accommodated through traditional zoning regulations. PUDs can allow for a combination of land uses, alternative development standards, and customized site design in exchange for an overall development plan that provides specific benefits or amenities.

Action Item(s):
Reaffirm the August 27, 2026, City Council direction to Community Development Services staff to rescind the PUD ordinance or provide direction to staff to take other action such as preparing amendments to the PUD Ordinance, changing staff reports and/or the presentation process (or take other action deemed appropriate).

2) Legislative Hearing for Consideration of an Ordinance approving the Urban Renewal Plan for the Willow Creek Urban Renewal Project. **26-352**

Attached for consideration is the ordinance approving the Urban Renewal Plan for the Willow Creek Urban Renewal Project. The ordinance includes several exhibits:

1. The resolution of the Planning and Zoning Commission for the City of Idaho Falls, Idaho, validating conformity of the Urban Renewal Plan for the First Amendment to the Willow Creek Urban Renewal Project with the City of Idaho Falls' Comprehensive Plan
2. Legal Notice for the City Council Meeting
3. Willow Creek Urban Renewal Plan
4. Willow Creek Ordinance summary
5. Willow Creek Ordinance

Required notification and summary of the plan has been provided to the appropriate taxing entities. The plan included with the ordinance contains an outline of potential projects which may be completed with tax incrementing financing (TIF) funds and a financial feasibility study demonstrating that the expected tax revenues can cover the costs of the projects. Approval of the ordinance is the final step in the creation of the district, which will allow for TIF to be used to incentivize and assist redevelopment of the area. The Idaho Falls Redevelopment Agency (IFRA) Board approved the plan by resolution at its May 21, 2026, meeting. This is anticipated to be a 20-year plan, the maximum allowed by State Statute.

Action Item(s):

Approve the Ordinance approving the Urban Renewal Plan for the Willow Creek Urban Renewal Project and revenue allocation area under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Exhibit 1 - P&Z Resolution
Exhibit 2 - Proof of Publication
Exhibit 3 - Plan
Exhibit 4 - Ordinance Summary
Ordinance

7. Announcements

8. Adjournment

Memorandum

File #: 26-337 **City Council**

DATE: Wednesday, September 2, 2026
AGENDA: Consent
FROM: Johan Olson, Fire Chief
DEPARTMENT: Fire Department

Title
Battery-Powered Extrication Equipment

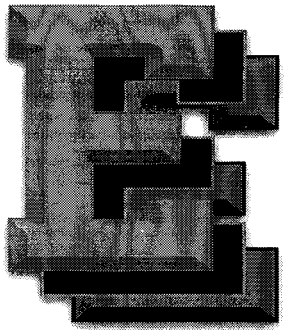
☐ Ordinance
☐ Resolution
☐ Quasi-Judicial Public Hearing
☐ Legislative Public Hearing
☒ Confirmation/Consent/Acceptance
☐ Approval/Authorization/Ratification

Action(s) Requested:
Declare Elite Extrication and Equipment as the only vendor for the fire extrication equipment pursuant to Idaho Code § 67-2808(2)(a)(ii) and authorize the City to issue a purchase order to Elite Extrication for a total of $129,385.00 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
This sole source purchase will install extrication equipment on fire apparatus to maintain compatibility of equipment, components, and be consistent with fire training. Notification of the sole source purchase was published in the Post Register at least 14 calendar days prior to this request for the sole source purchase. Rather than bringing this forward as an unfunded General Fund request, the Fire Department intends to utilize wildland revenue to support this purchase. This allows IFFD to reinvest revenue generated through the wildland program into essential equipment and capital needs for the Fire Department.

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

Quote



Elite Extrication & Equipment

Tyler Bryner- Owner 208-407-4562
5530 Diamond Ridge Way
Nampa, ID 83686
E3Equipment@gmail.com

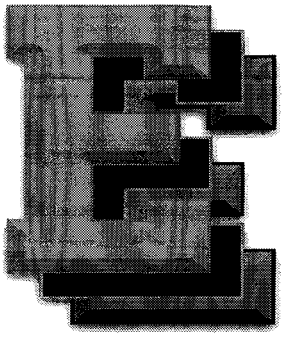
Name/Address
Idaho Falls Fire Department 343 E St. Idaho Falls, ID. 83402

Date	Estimate No.	Project
08/08/26	26-264	

Item	Description	Quantity	Cost	Total
V18-BL-12-SP (Milwaukee 18v)	18″ Blade — HxWxD: 25.50″ x 26″ x 12.25″ 18" PPV, 2x AC Chargers, Shore Power 2- Milwaukee 18v 12 amp hr batteries 18″ Blade — HxWxD: 25.50″ x 26″ x 12.25″ 58 lbs	3	8,150.00	24,450.00T
Discount	Discount- 1,000 Per Fan		-3,000.00	-3,000.00
ETLS-55-18v	ETLS-55 TELESCOPING RAM includes: 2- Milwaukee 18v 8amp batteries 1- Dual bay charger	3	10,800.00	32,400.00T
ES-100-32-18v	M18 Volt 32 Inch Spreader to include: 2- Milwaukee 18v 8amp hr batteries 1- Dual Bay Rapid Charger	3	12,600.00	37,800.00
EBFC-320-18v	M18 Volt 7-3/4 Inch Brute Force C-Cutter to include: 2- Milwaukee 18v 8amp hr batteries 1- Dual Bay Rapid Charger	3	12,535.00	37,605.00
Discount	Discount- Multi set discount- Loyal Customer thank you- 1,000 per set PRE PAYING		-3,000.00	-3,000.00
Bull Dog Bracket	Bull Dog Tool Mounting Bracket. With all of the mounting hardware and drill bit. ES-100-32 FLAT	3	220.00	660.00

Estimate good for 90 days	Total

Quote



Elite Extrication & Equipment

Tyler Bryner- Owner 208-407-4562
5530 Diamond Ridge Way
Nampa, ID 83686
E3Equipment@gmail.com

Name/Address
Idaho Falls Fire Department 343 E St. Idaho Falls, ID. 83402

Date	Estimate No.	Project
08/08/26	26-264	

Item	Description	Quantity	Cost	Total
Bull Dog Bracket	Bull Dog Tool Mounting Bracket. With all of the mounting hardware and drill bit. EBFC-320 FLAT	3	220.00	660.00
Bull Dog Bracket	Bull Dog Tool Mounting Bracket. With all of the mounting hardware and drill bit. ETLS-55 FLAT	3	220.00	660.00
Shipping	Shipping Charges (FREE SHIPPING IF YOU PRE PAY FOR YOUR ORDER)		1,150.00	1,150.00
FOREVER STORM WARRANTY	TNT Storm Series tools have a lifetime warranty! The warranty covers everything except the batteries!		0.00	0.00
	Sales Tax		0.00%	0.00

Estimate good for 90 days	Total	$129,385.00

Memorandum

File #: 26-357 **City Council**

DATE: Friday, August 7, 2026
AGENDA: Consent
FROM: Mark Hagedorn, City Treasurer
DEPARTMENT: Municipal Services

Title
Treasurer's Report for May 2026 *Correction*

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

Action(s) Requested:
Approve the Treasurer's Report May 2026 (or take other action deemed appropriate).

Description, Background Information, Purpose:
The previously submitted memo, approved at the August 27, 2026, City Council meeting, included an error in the attached May 2026 Treasurer's Report. On page one of the report, the bank balances reflected April 2026 balances rather than May 2026 balances.
A corrected May 2026 Treasurer's Report is attached for Council review and approval. All other information in the report remains unchanged.

This item has been reviewed by the City's Legal Department.

City of Idaho Falls

Treasurer's Report

May 31, 2026

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Page 3 Cash by Fund - Balances for the reported month in comparison to previous years

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

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

Prepared By: Mark Hagedorn, City Treasurer

City of Idaho Falls
Bank Reconciliation Summary
May 31, 2026

Account By Institution:	Beginning Bank Balances	Deposits	Withdrawals	Ending Bank Balances
Mountain West- Workers Comp	$ 100,000	$ -	$ -	$ 100,000
Glacier 8013 Utilities	1,002,515	8,480,699	(8,482,257)	1,000,957
Glacier 1952 PFC & Intrfi	4,435,736	282,433	(136,047)	4,582,122
Glacier 2720 Payroll	1,000,000	7,859,904	(7,859,904)	1,000,000
Glacier 9134 Accounts Payable	-	9,779,118	(9,779,118)	-
Glacier 2845 Treasurer's Office	1,000,000	6,386,820	(6,386,820)	1,000,000
Glacier 2886 Sweep & Intrafi	8,051,391	33,116,843	(37,934,482)	3,233,751
Glacier 1500- Customer Payments	-	439,877	(439,877)	-
Frontier Credit Union 0164- Evidence	104,103	27,422	-	131,525
Frontier Credit Union 1463	173,299	-	-	173,299
Wells Fargo 0017- Safe Keeping	2,277,815	5,201,195	(6,927,765)	551,245
Wells Fargo 0962- Grants	-	-	-	-
Wells Fargo 4394-Power Payments	-	361,920	(361,920)	-
Wells Fargo 7687-EMS	-	384,756	(384,756)	-
ICCU-Savings	84	-	-	84
Investment Portfolio	197,184,167	2,951,746	(4,100,572)	196,035,341
Total Financial Institution Balances	$ 215,329,109	$ 75,272,734	$ (82,793,519)	$ 207,808,324

Reconciling Items:	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	$ 372,680	$ 863,612	$ (324,160)	912,133
Total Reconciled Balances	**$ 215,701,790**	**$ 76,136,346**	**$ (83,117,679)**	**$ 208,720,457**

General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	$ 143,662,558	$ 21,007,323	$ (27,539,167)	$ 137,130,714
Designated/Restricted Cash (106 and 107)	56,040,504	63,383	(100,466)	56,003,421
MERF Cash (105)	15,886,519	430,992	(838,069)	15,479,442
Payroll Liability Cash (80)	112,209	4,493,918	(4,499,247)	106,880
Monthly Reconciling Items	$ -	$ -	$ -	$ -
Total General Ledger Balances	**$ 215,701,789**	**$ 25,995,615**	**$ (32,976,949)**	**$ 208,720,457**

City of Idaho Falls
Summary of Cash by Fund and Year
May 31, 2026

FUND TYPE	#	FUND	2023	2024	2025	2026
General Fund	1	GENERAL FUND	$ 24,165,050	$ 26,210,745	$ 22,858,353	$ 21,694,921
	2	GENERAL CIP FUND				
Special Revenue Funds	10	STREET FUND	9,552,078	12,043,932	11,788,374	11,524,473
	11	RECREATION FUND	282,970	216,615	473,350	702,093
	12	LIBRARY FUND	3,954,432	3,776,329	3,566,144	3,720,224
	16	BUSINESS IMPROVEMENT DISTRICT FUND	30,919	45,785	19,829	13,623
	18	GOLF FUND	(281,534)	(611,878)	(277,102)	561,854
	23	EMERGENCY MEDICAL SERVICES FUND	1,458,051	3,050,132	2,706,237	634,735
	24	WILDLAND FIRE FUND	791,197	922,632	1,514,462	1,922,980
Special Revenue Funds-Impact	32	POLICE IMPACT FEES FUND	138,005	733,501	1,545,331	1,310,165
Fees	33	FIRE IMPACT FEES FUND	43,785	505,847	1,215,680	21,377
	34	PARKS IMPACT FEES FUND	100,413	1,256,680	2,894,342	3,794,441
	35	STREETS IMPACT FEES FUND	546,796	3,201,035	6,846,788	7,892,937
Internal Service Funds	19	RISK MANAGEMENT FUND	3,941,969	4,889,005	4,730,395	4,607,425
	20	HEALTH INSURANCE FUND	4,594,550	5,050,537	6,817,671	7,652,308
Capital Improvement Funds	41	PUBLIC WORKS CIP FUND	2,807,769	3,128,148	3,773,339	2,979,546
	42	STREET CIP FUND	608,475	4,159,451	1,180,532	716,374
	43	BRIDGE & ARTERIAL FUND (CLOSED)	958,921	1,362,385	566,323	-
	45	SURFACE DRAINAGE FUND (CLOSED)	166,535	-	-	-
	46	TRAFFIC LIGHT CIP FUND	1,215,470	1,476,711	1,344,822	934,491
	47	PARKS CIP FUND (CLOSED)	(72,837)	(152,474)	1,728	-
	48	FIRE CIP FUND			(6,402)	-
	49	ZOO CIP FUND	595,928	764,422	929,918	719,970
	50	FRONTIER CENTER CIP FUND	206,658	922,323	1,672,455	(1,818,381)
	51	GOLF CIP FUND	294,915	329,552	497,001	656,161
	52	POLICE CIP FUND (CLOSED)	(827,641)	(3,468,539)	(205,386)	-
Enterprise Funds	60	AIRPORT FUND	974,319	(6,964,661)	1,944,300	1,916,635
	13	AIRPORT PFC FUND	1,968,920	2,736,249	3,977,994	4,603,884
	21	AIRPORT CFC FUND	81,449	545,828	1,103,872	2,062,639
	61	WATER FUND	21,524,223	25,512,587	26,761,421	26,270,612
	62	SANITATION FUND	6,668,975	7,309,199	8,157,005	8,305,919
	64	IDAHO FALLS POWER FUND	54,648,967	50,716,616	66,716,089	68,602,837
	67	FIBER FUND	2,430,824	1,015,368	1,229,425	1,791,272
	68	WASTEWATER FUND	29,550,412	25,276,439	24,224,541	24,924,942
		TOTAL	**$ 173,120,963**	**$ 175,960,502**	**$ 210,568,831**	**$ 208,720,457**

City of Idaho Falls
Monthly Revenue and Expenditure Summary
May 31, 2026

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Revenue Sources	Total	Budget	%
General Fund	$ 36,894,336	$ 1,581,631	$ 1,029,001	$ 857,887	$ 4,597,687	$ 44,960,542	$ 74,220,812	60.58%
Special Revenue Funds	10,276,975	8,510,708	16,394	368,960	1,199,499	20,372,536	30,899,263	65.93%
Impact Fee Funds	-	-	2,345,312	137,712	(565,402)	1,917,622	3,938,197	48.69%
Internal Service Funds	-	-	-	131,722	3,080,169	3,211,891	4,480,000	71.69%
Capital Improvement Funds	1,256,468	240,751	-	55,088	3,184,512	4,736,818	11,467,765	41.31%
Enterprise Funds	4,352,171	83,787,435	-	1,845,455	1,459,363	91,444,423	195,311,338	46.82%
Total Revenue	$ 52,779,950	$ 94,120,524	$ 3,390,706	$ 3,396,823	$ 12,955,828	$ 166,643,832	$ 320,317,375	52.02%

Expenditures

Fund Type	Personnel Cost	Current Operating Expenditures	Capital	Debt	Interfund	Total	Budget	%
General Fund	$ 36,195,801	$ 20,399,047	$ 876,593	$ 2,500,825	$ (11,291,494)	$ 48,680,772	$ 85,743,838	56.77%
Special Revenue Funds	10,170,108	5,488,249	1,452,766	-	(394,666)	16,716,457	42,988,534	38.89%
Impact Fee Funds	-	12,548	39,950	-	-	52,498	6,840,000	0.77%
Internal Service Funds	66,562	3,209,786	-	-	-	3,276,348	5,035,000	65.07%
Capital Improvement Funds	-	226,596	6,751,302	-	(90,215)	6,887,684	16,786,676	41.03%
Enterprise Funds	17,386,359.00	40,931,124.00	22,338,053	2,776,129	(408,573)	83,023,092	232,233,928	35.75%
Total Expenditures	$ 63,818,830	$ 70,267,350	$ 31,458,664	$ 5,276,954	$ (12,184,947)	$ 158,636,851	$ 389,627,976	40.71%

City of Idaho Falls
Summary of Significant Adjustments
May 31, 2026

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

Significant Budget Adjustments

Reallocation of Budget

A budget adjustment of $124,000 was made from 064-9007-603.42-00 Customer Service / Professional Services to 064-9001-602.69-46 Miscellaneous / Preliminary Survey-Dams for UAMPS studies.

A budget adjustment of $100,000 was made from 068-8401-601.69-47 Miscellaneous / Prior Year Encumbrances to 068-8409-602.60-00 Operations & Maintenance / Repair & Mtnce Other imp. To cover expenses encumbered in FY 2025

A budget adjustment of $250,000 was made from 068-8401-601.69-47 Miscellaneous / Prior Year Encumbrances to 068-8409-602.62-00 Operations & Maintenance / Repair & Mtnce - Other Eq. To cover expenses encumbered in FY 2025

Memorandum

File #: 26-354 **City Council**

DATE: Wednesday, September 16, 2026
AGENDA: Consent
FROM: Linda Lundquist, City Clerk
DEPARTMENT: Mayor's Office

Title
IFDDC Extension to Management Services Agreement

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

Action(s) Requested:
Approve the Extension to the Management Agreement with the Idaho Falls Downtown Development Corporation and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
The Extension to the Management Agreement will allow the Idaho Falls Downtown Development Corporation (IFDDC) to continue providing management services for the Business Improvement District through October 31, 2026, and potentially for an additional month based on mutual agreement. This extension will allow IFDDC to continue these management services while the City and IFDDC review possible changes to a renewed management agreement. It is IFDDC's responsibility for recordkeeping, district administration, managing revenue projects, and holding public meetings.

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

EXTENSION TO MANAGEMENT AGREEMENT

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

WITNESSETH:

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

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

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

WHEREAS, on February 12, 2026, CITY and IFDDC entered into a Management Agreement (the "Prior Agreement"); and

WHEREAS, the Prior Agreement is set to expire on September 30, 2026; and

WHEREAS, the Parties are negotiating changes for a future agreement but need additional time to complete this process; and

WHEREAS, the Parties wish to extend the Prior Agreement to allow the Parties to continue operating under the Prior Agreement relationship while negotiating the new agreement.

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

1. The Parties Agree to extend the Prior Agreement to October 31, 2026. Unless extended, the Prior Agreement shall terminate on midnight on October 31, 2026.

2. If, prior to October 31, 2026, both Parties agree in writing to extend the Prior Agreement for an additional month, then the Prior Agreement shall be extended until November 30, 2026, and shall terminate on that date at midnight. The Mayor of Idaho Falls shall have authority on behalf of the CITY to decide whether or not to agree to this additional extension.

3. This Extension is intended only to provide for the extension(s) of the term of the Prior Agreement as provided above. All other terms and conditions of the Prior Agreement shall remain in force.

ATTEST:

CITY OF IDAHO FALLS

_____
Linda Lundquist, City Clerk

By: _____
Lisa M. Burtenshaw, Mayor

IFDDC

By: _____
Kerry Hammon, Executive Director

STATE OF IDAHO)
) SS.
County of Bonneville)

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

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

_____
Notary Public for State of Idaho

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

STATE OF IDAHO)
) SS.
County of Bonneville)

On the 21 day of Sept, 2026, before me, the undersigned, a notary public in and for said State, personally appeared Kerry Hammon, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of the Idaho Falls Downtown Development Corporation.

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

LINDA LUNDQUIST Exp. 07/25/2030 NOTARY PUBLIC Comm. No. 20181438 STATE OF IDAHO

Linda Lundquist
Notary Public for State of Idaho

(Seal) Residing at Idaho Falls, Idaho
My Commission Expires: 7/25/30

Memorandum

File #: 26-355 **City Council**

DATE: Wednesday, September 16, 2026
AGENDA: Consent
FROM: Linda Lundquist, City Clerk
DEPARTMENT: Mayor's Office

Title
August 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 August 2026 (or take other action deemed appropriate).

Description, Background Information:

2026 AUGUST LICENSING

62 New Business Permits & Licenses
29 Renewed Business Licenses
26 New & Renewed Contractor Licenses

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

NEW LICENSES

	Name	Number	Type	Status	Date
1	Made You Look	9006931	Secondhand Store	APPROVED	8/5/2026
2	Calakas Tacos & Miches	6624059	Alcohol Catering Permit	APPROVED	8/7/2026
3	MOI Vision Dinner	4309705	Alcohol Catering Permit Not - For - Profit	APPROVED	8/17/2026
4	City Bagels & Bakery	2365549	Alcohol Catering Permit	APPROVED	8/3/2026
5	The Kettle Corn Cowboys	4531019	Mobile Food Vender	APPROVED	8/21/2026
6	Moffat, Samuel	7185789	Door-to-Door Sales	APPROVED	8/13/2026
7	Hotel Developers-Idaho Falls 4, LLC DBA Fairfield by Marriott Inn & Suites	2830094	Alcohol License	APPROVED	8/4/2026
8	Soiled Dove LLC	4625529	Alcohol Catering Permit	APPROVED	8/3/2026
9	Soiled Dove LLC	6942173	Alcohol Catering Permit	APPROVED	8/3/2026
10	Soiled Dove LLC	6058228	Alcohol Catering Permit	APPROVED	8/3/2026
11	Bee's Knees Pub & Catering Co.	7307185	Alcohol Catering Permit	APPROVED	8/5/2026
12	Bee's Knees Pub & Catering Co.	962825	Alcohol Catering Permit	APPROVED	8/5/2026
13	Bee's Knees Pub & Catering Co.	6691441	Alcohol Catering Permit	APPROVED	8/5/2026
14	Club Charleys	8233374	Alcohol Catering Permit	APPROVED	8/5/2026
15	Club Charleys	5313707	Alcohol Catering Permit	APPROVED	8/5/2026
16	Club Charleys	5074370	Alcohol Catering Permit	APPROVED	8/5/2026
17	Zoo Brew	4502655	Alcohol Catering Permit Not - For - Profit	APPROVED	8/10/2026
18	US Roadshow Inc.	2105807	Secondhand Precious Metals	APPROVED	8/31/2026
19	Club Charleys	737772	Alcohol Catering Permit	APPROVED	8/13/2026
20	Club Charleys	1596032	Alcohol Catering Permit	APPROVED	8/13/2026
21	Club Charleys	110640	Alcohol Catering Permit	APPROVED	8/13/2026
22	Club Charleys	1751205	Alcohol Catering Permit	APPROVED	8/13/2026
23	Samoa Club	2885482	Alcohol Catering Permit	APPROVED	8/13/2026
24	Museum After Dark August 2026: Trivia Nig	7037697	Alcohol Catering Permit Not - For - Profit	APPROVED	8/13/2026
25	Makers Night - Clay 3	9420273	Alcohol Catering Permit Not - For - Profit	APPROVED	8/13/2026
26	Museum After Dark Sept. 2026: Laser Tag	5540687	Alcohol Catering Permit Not - For - Profit	APPROVED	8/13/2026
27	MOI Galileo VIP Opening	1445093	Alcohol Catering Permit Not - For - Profit	APPROVED	8/13/2026
28	Wright, Lucas	8166129	Door-to-Door Sales	APPROVED	8/21/2026
29	Bee's Knees Pub & Catering Co.	2275321	Alcohol Catering Permit	APPROVED	8/13/2026
30	Quick Stop Convenience Stores, LLC	4368233	Alcohol License	APPROVED	8/19/2026
31	Cielito Lindo	8362901	Alcohol Catering Permit	APPROVED	8/13/2026
32	Na Tri Madrai, LLC dba The Celt Pub	3454093	Alcohol Catering Permit	APPROVED	8/19/2026
33	Los Panchos	6772740	Alcohol Catering Permit	APPROVED	8/20/2026
34	Crissy's On The Go	5250130	Other Business License	APPROVED	8/21/2026
35	Soiled Dove LLC	6757699	Alcohol Catering Permit	APPROVED	8/20/2026
36	El Cantaro Inc	6929013	Alcohol License	APPROVED	8/31/2026
37	Club Charleys	2380845	Alcohol Catering Permit	APPROVED	8/20/2026
38	Club Charleys	1019303	Alcohol Catering Permit	APPROVED	8/20/2026
39	Club Charleys	5904340	Alcohol Catering Permit	APPROVED	8/20/2026
40	Club Charleys	9439444	Alcohol Catering Permit	APPROVED	8/20/2026
41	Calakas Tacos & Miches Mexican Rest	1500041	Alcohol Catering Permit	APPROVED	8/20/2026
42	Calakas Tacos & Miches Mex	2329369	Alcohol Catering Permit	APPROVED	8/20/2026

NEW LICENSES

	Name	Number	Type	Status	Date
43	Bee's Knees Pub & Catering Co.	4072293	Alcohol Catering Permit	APPROVED	8/20/2026
44	Homestead Steaks	6279376	Itinerant Merchant	APPROVED	8/21/2026
45	SCI Ventures LLC	3966695	Alcohol Catering Permit	APPROVED	8/27/2026
46	TIMELESS TAPHOUSE	6437788	Alcohol Catering Permit	APPROVED	8/27/2026
47	Teton House	2225885	Alcohol Catering Permit	APPROVED	8/21/2026
48	THE MINT BAR	5071958	Alcohol Catering Permit	APPROVED	8/21/2026
49	Club Charleys	2161643	Alcohol Catering Permit	APPROVED	8/27/2026
50	Club Charleys	6864615	Alcohol Catering Permit	APPROVED	8/27/2026
51	SCI Ventures LLC/White Horse Bar	4408553	Alcohol Catering Permit	APPROVED	8/28/2026
52	Bee's Knees Pub & Catering Co.	623471	Alcohol Catering Permit	APPROVED	8/28/2026
53	Bee's Knees Pub & Catering Co.	2190057	Alcohol Catering Permit	APPROVED	8/28/2026
54	Bee's Knees Pub & Catering Co.	3109459	Alcohol Catering Permit	APPROVED	8/28/2026
55	TAP-N-FILL INC	1992609	Alcohol Catering Permit	APPROVED	8/28/2026
56	The Snakebite Restaurant	7983315	Alcohol Catering Permit	APPROVED	8/31/2026
57	Pachangas Mexican Restaurant	709469	Alcohol Catering Permit	APPROVED	8/28/2026
58	Pachangas Mexican Restaurant	9028120	Alcohol Catering Permit	APPROVED	8/28/2026
59	Pachangas Mexican Restaurant	6320300	Alcohol Catering Permit	APPROVED	8/28/2026
60	Soiled Dove LLC	214701	Alcohol Catering Permit	APPROVED	8/28/2026
61	Calakas Tacos & Miches Mex	3733144	Alcohol Catering Permit	APPROVED	8/28/2026
62	CASA JALISCOS	4094780	Alcohol Catering Permit	APPROVED	8/28/2026

AUGUST BUSINESS LICENSE RENEWALS

	Entity Name	Number	Type	Status	Date
1	White Horse Bar	146	Alcohol License	APPROVED	8/25/2026
2	Maverik Group, LLC. (Sunnyside) #578	219	Alcohol License	APPROVED	8/25/2026
3	Speedi Corp Idaho Falls dba Speedi Mart (Anderson)	337	Alcohol License	APPROVED	8/31/2026
4	Elk's Lodge	122	Alcohol License	APPROVED	8/28/2026
5	Maverik Group, LLC. (Woodruff) #396	218	Alcohol License	APPROVED	8/25/2026
6	Speedi Corp Idaho Falls dba Speedi Mart (Holmes)	204	Alcohol License	APPROVED	8/31/2026
7	Gas'N'Grub (Lindsay)	140	Alcohol License	APPROVED	8/21/2026
8	Maverik Group, LLC. (Broadway) #239	2938	Alcohol License	APPROVED	8/25/2026
9	John C Berry & Sons, Inc dba Berry Oil Exxons	5654	Alcohol License	APPROVED	8/25/2026
10	That One Place Lounge Inc	9321	Alcohol License	APPROVED	8/21/2026
11	FAMILY DOLLAR # 26537	9914	Alcohol License	APPROVED	8/26/2026
12	Pie Hole Idaho Falls	10138	Alcohol License	APPROVED	8/25/2026
13	Gas'N'Grub (Woodruff)	10188	Alcohol License	APPROVED	8/21/2026
14	Golden Asia DBA Krung Thep	7056678	Alcohol License	APPROVED	8/26/2026
15	Maverik Group, LLC. (South Fork Blvd.) #737	91599	Alcohol License	APPROVED	8/25/2026
16	Maverik Group, LLC. (East 33rd North) #732	5032671	Alcohol License	APPROVED	8/26/2026
17	Soiled Dove	4062765	Alcohol License	APPROVED	8/26/2026
18	Leo's Place	9837244	Alcohol License	APPROVED	8/26/2026
19	Stop and Go	2715534	Alcohol License	APPROVED	8/31/2026
20	Jensen, Christopher	7858889	Door-to-Door Sales	APPROVED	8/7/2026
21	Wright, Lucas	8166129	Door-to-Door Sales	APPROVED	8/11/2026
22	Rose Marie's Gluten-Free LLC	11095	Mobile Food Vendor	APPROVED	8/13/2026
23	Chuche's	2024-33	Mobile Food Vendor	APPROVED	8/24/2026
24	Simpli Nutti	7293134	Mobile Food Vendor	APPROVED	8/7/2026
25	Salty Cowgirl Studios	1448919	Itinerant Merchant	APPROVED	8/4/2026
26	The Lemon Drop	5567606	Mobile Food Vendor	APPROVED	8/26/2026
27	US Roadshow Inc.	2105807	Secondhand Precious Metals	APPROVED	8/5/2026
28	Crissy's On The Go	5250130	Mobile Food Vendor	APPROVED	8/19/2026
29	Homestead Steaks	6279376	Itinerant Merchant	APPROVED	8/19/2026

AUGUST CONTRACTOR LICENSES

	Number	Name	Type	Issued
1	LBC25-052	Blue Mountain Construction LLC	Bldg Contractor - Class C	8/4/2026
2	BLDC19-042	Elite Steel Erectors LLC	Bldg Contractor - Class A	8/21/2026
3	BLDC22-003	American Summit Roofing LLC	Bldg Contractor - Class D Roofing	8/11/2026
4	LBC25-053	Summit Building Group LLC	Bldg Contractor - Class A	8/6/2026
5	BLDC17-022	Branson Enterprises LLC	Bldg Contractor - Class C	8/19/2026
6	LRW24-022	R.A.M Construction LLC	Right-of-Way Contractor	8/18/2026
7	BLDC21-057	Homey Basements	Bldg Contractor - Class C	8/26/2026
8	1076	A and B Construction LLC	Bldg Contractor - Class B	8/19/2026
9	BLDC21-065	Ramey Ridge Construction	Bldg Contractor - Class C	8/31/2026
10	BLDC17-004	Black Creek Builders LLC	Bldg Contractor - Class B	8/20/2026
11	BLDC21-002	Reve Exteriors LLC dba DaBella	Bldg Contractor - Class C	8/21/2026
12	BLDC19-042	Elite Steel Erectors LLC	Bldg Contractor - Class A	8/21/2026
13	BLDC20-035	JKelly Construction Corp	Bldg Contractor - Class B	8/27/2026
14	PWRW21-006	Oronias Concrete	Right-of-Way Contractor	8/28/2026
15	LBC24-028	Element Exterors	Bldg Contractor - Class D Roofing	8/3/2026
16	LBC26-039	Tobin Restoration (Brady Sawyer	Bldg Contractor - Class C	8/4/2026
17	LSP24-002	Backy Ventures DBA Rocky Mountain Landscaping	Specialty Plumbing Contractor	8/4/2026
18	2143	All American Yards Inc	Specialty Plumbing Contractor	8/3/2026
19	LRW24-008	Stucki Construction LLC	Right-of-Way Contractor	8/6/2026
20	BLDC18-043	Idaho Fire and Flood Restoration	Bldg Contractor - Class B	8/7/2026
21	1707	A Line Builders LLC	Bldg Contractor - Class C	8/14/2026
22	LRW26-019	Steed Trucking and Excavation	Right-of-Way Contractor	8/14/2026
23	LBC25-046	EZ Exteriors LLC	Bldg Contractor - Class D Roofing	8/18/2026
24	BLDC19-039	Bell Construction LLC	Bldg Contractor - Class A	8/26/2026
25	LBC26-046	Energy Home Improvements	Bldg Contractor - Reciprocal	8/27/2026
26	1293	Tallman Construction	Bldg Contractor - Class B	8/28/2026

Memorandum

File #: 26-201 **City Council**

DATE: Thursday, September 17, 2026
AGENDA: Regular
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
Service Agreement for Wastewater Collection and Treatment with the Iona Bonneville Sewer District (IBSD)

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

Action(s) Requested:
Approve the Service Agreement for Wastewater Collection and Treatment with the Iona Bonneville Sewer District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
Attached for your consideration is a Service Agreement for Wastewater Collection and Treatment with the Iona Bonneville Sewer District (IBSD). Idaho Falls has been serving the IBSD via service agreement since prior to 2010. The agreement was previously approved in 2021. Changes from the prior agreement include regular and connection fee adjustments to match the current facility plan recommendations and language to include IBSD's desire for possible transition to their own facility. The current wastewater service agreement expires September 30, 2026. The proposed Service agreement under consideration shall be effective upon signing and shall expire on September 30, 2031.

This item has been reviewed by the City's Legal Department.

26-201

SERVICE AGREEMENT FOR WASTEWATER COLLECTION AND TREATMENT

This Service agreement for wastewater collection and treatment (hereinafter "Agreement"), made this day ____ of _____, 2026, between the City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405, (hereinafter "Idaho Falls"), and the IONA-BONNEVILLE SEWER DISTRICT, a special district organized under Idaho Code §42-32, (hereinafter "IBSD"), whose address is 3395 Leihm Lane, Idaho Falls, Idaho, 83401.

WHEREAS, Idaho Falls and IBSD have been under an agreement dated 8 July 2021 where Idaho Falls has agreed to convey, accept and treat domestic and commercial wastewater effluent from IBSD; and

WHEREAS, the term of that agreement has ended, and Idaho Falls and IBSD desire to enter into a new agreement.
WHEREAS, IBSD in conjunction with Idaho Falls has established reasonable boundaries for the IBSD Sewer Service Area.

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Definitions

1.1. Industrial Wastes: Any flow discharged to the wastewater treatment system identified in the current Standard Industrial Classification Manual utilized by Idaho Falls.

1.2. IBSD Boundary: The outlying boundary of IBSD, as recognized by the Idaho State Tax Commission.

1.3. IBSD Sewer Service Area: The area established by IBSD and approved by Idaho Falls in which sewer service can be provided through IBSD and within which Idaho Falls has agreed to maintain the sewer collection system.

1.4. IBSD Facilities: The collection system owned by IBSD, which includes, pipe, lift stations, meters, meter stations, manholes, etc.

SECTION 2. Purpose

The purpose of this Agreement is as follows:

2.1. To provide for an economical and efficient means of providing sanitary sewer service to IBSD for wastewater flowing from and within the approved Sewer Service Area, as depicted in "Exhibit A" to this Agreement and those changes which may be approved by Idaho Falls.

2.2. To provide for proper operation and maintenance of IBSD Facilities and the Idaho Falls treatment plant.

2.3. To clarify the service to be provided by Idaho Falls to IBSD.

2.4. To establish connection fees and sewer service charges paid by IBSD during the term of this Agreement.

SECTION 3. Sewer Treatment Facilities

3.1. Idaho Falls agrees to accept wastewater from IBSD which meet the quality standards of the Idaho Falls sewer ordinances and the Environmental Protection Agency (EPA), Guidelines and Regulations; to convey said wastewater to the existing Idaho Falls treatment plant to serve the IBSD Sewer Service Area and to provide for treatment and disposal of said wastewater, all in accordance with applicable federal, state and local laws, ordinances, and regulations.

3.2. Industrial Wastes will be accepted into the sewer system only upon the execution of a separate agreement executed by Idaho Falls and subject to coordination with IBSD, if the industrial user is within the IBSD area or will use any sewer within IBSD.. Such separate agreement shall specify, at minimum, the amount and manner of payment to Idaho Falls and IBSD by the industrial user and shall fix the nature, quantity, and quality of acceptable wastes. The computation of unit charges for Industrial Waste producers or users shall be computed in conformance with Public Law 92-500 of the Laws of the United States of America and all regulations and guidelines pertaining thereto, at such time as Industrial Wastes are discharged into IBSD Facilities. Provided that there exists adequate capacity in

the sewer system to accommodate additional Industrial Wastes, it is expressly understood and agreed that Idaho Falls will not unreasonably refuse to enter into such separate agreement with an Industrial Waste producer or user within the IBSD Sewer Service Area, but will give industrial users the same consideration as any other applicant seeking to use the Idaho Falls treatment facilities.

3.3. Idaho Falls shall maintain and operate a Class IV wastewater treatment plant as defined by the Idaho Department of Environmental Quality, during the term of this agreement.

SECTION 4. Collection System

4.1. Idaho Falls will receive wastewater from IBSD at two (2) locations; near the intersection of 25th East (Hitt Road) and Lincoln Road ("Lincoln Metering Station"), and near the intersection of 25th East (Hitt Road) and Sunnyside Road ("Sunnyside Metering Station"). These two (2) connections are depicted on "Exhibit A" to this Agreement.

4.2. The existing computerized flow measuring devices at both locations are the property of IBSD and shall be maintained by Idaho Falls at IBSD's expense. These computerized flow measuring devices shall provide for a continuous flow digital recording of such flows and allow for easy access by personnel. In the event replacement of these computerized flow measuring devices is required, plans detailing the proposed changes shall be approved by Idaho Falls prior to replacement, such approval not to be unreasonably withheld.

4.3. IBSD sewer collection improvements shall be consistent with Idaho Falls' Standard Drawings and Engineering Specifications. IBSD's collection system shall be built in conformity with all applicable federal, state, and local laws, regulations, and ordinances. Prior to construction Idaho Falls will be furnished with and shall review and approve all plans and specifications for IBSD's wastewater collection system. Idaho Falls shall not unreasonably deny approval of the plans submitted.

4.4. Individual sewer service connections shall not be inspected by Idaho Falls. IBSD or their representative for said construction shall ensure that individual sewer services are constructed to acceptable standards.

4.5. IBSD agrees to provide Idaho Falls with complete and current "as-built" record drawings of IBSD's collection system including the location of all known service connections.

4.6. IBSD agrees to correct any newly constructed improvements to the IBSD collection system identified by Idaho Falls that cause significant maintenance problems.

The time frame for accomplishing such corrections shall be agreed upon by the parties to this Agreement and shall take into consideration the cost of making such corrections.

4.7. IBSD agrees to make reasonable effort to prohibit storm, surface, or ground water, including, but not limited to, run off from roof drains, downspouts, catch basins, and footing drains, from entering its sanitary sewer system. Adequate inspection of all buildings, sewer and street construction shall be provided by the party responsible for controlling such construction to ensure compliance with this provision.

4.8. Idaho Falls agrees to collect coordinates for newly constructed and inspected manholes using the Global Positioning System (GPS) that are additions to the IBSD Facilities and include them within Geographical Information System (GIS) mapping. GIS mapping shall be made available to IBSD.

SECTION 5. Operation and Maintenance

5.1. Idaho Falls agrees to operate and maintain its wastewater treatment facilities in accordance with standards established by the EPA and Idaho Department of Environmental Quality (IDEQ) and other relevant federal, state, and local laws and regulations applicable to its operations.

5.2. Idaho Falls shall operate and maintain the flow measuring devices as outlined in 4.1 and 4.2 of this Agreement. Part of said maintenance shall be annual calibration and inspection of the flow measuring devices to ensure that the equipment is functioning as intended.

5.3. While operating IBSD Facilities, Idaho Falls agrees to employ the same degree of care and diligence in operation and maintenance as is employed in its own system; including, but not limited to hydro-jet cleaning every two (2) years and additional quarterly cleaning at "problem areas."

5.4. In the event it becomes necessary to expand, alter, reconstruct, redesign, or replace a portion of any sewer main containing IBSD wastewater within the City of Idaho Falls, IBSD shall participate in the payment of all design, construction and other costs of any kind or nature associated therewith in proportion to the total volume of all IBSD

wastewater flowing through the sewer main as compared to the total volume of all wastewater flowing through the sewer main, based upon the average daily flow for a thirty (30) day measuring period. For the purpose of determining the percentage of costs to be shared by each party, the proportion shall be computed separately for each segment or portion of the sewer main having a different relative proportion of IBSD-Idaho Falls wastewater flowing there through.

5.5. Idaho Falls agrees to provide all personnel, equipment, materials, supplies, and other related expenses needed to operate and maintain IBSD Facilities, excluding the following items which IBSD agrees to make provision for:

a. Power costs;
b. Administrative overhead and billing costs of IBSD;
c. Renewal or replacement of pumps, motors, related equipment or appurtenances for each such renewal or replacement which exceeds one-hundred dollars ($100.); and
d. Adjustment, repair or reconstruction of sewer mains and appurtenances.

SECTION 6. Sewer Service Charges

6.1. The parties agree that the monthly sewer service charge to be paid by IBSD shall be calculated as follows:

a. Average monthly charge to Idaho Falls Residential Accounts
b. Divided by the Average Monthly flow per account of five thousand five hundred (5,500) gallons per residential account based on the City of Idaho Falls Wastewater Rate Study by Galardi Rothstein Group dated March 2021, p. 20.
c. An adjustment credit shall be applied for the following services not provided to IBSD by Idaho Falls:
    i. Storm drainage
    ii. Billing and collection
    iii. Capital expenditures for Idaho Falls collection system.
d. The IBSD adjustment credit for items listed in 6.1c above is set at eighteen and eighteen hundredths' percent (18.18%) based on the City of Idaho Falls Wastewater Rate Study by Galardi Rothstein Group dated March 2021, p. 19.

e. An additional surcharge of ten percent (10%) is then added by Idaho Falls for all Sewer Service Customers outside of the Idaho Falls City Limits.
f. This shall equal the cost per gallon to be charged to IBSD, subject to adjustments to the Idaho Falls Fee Resolution set by the Idaho Falls Council and consistent with adjustments for all Idaho Falls Customers. A projected rate schedule for FY2026 through FY 2031 is shown below in figure 6.1.
g. Monthly charges shall be rounded to the nearest thousand (1000) gallons.
h. In addition to the applicable costs herein, IBSD shall pay a pass-through DEQ fee per connection per month in an amount equal to the fee then actually assessed against Idaho Falls by the Idaho Department of Environmental Quality, without markup. Idaho Falls shall provide IBSD with written documentation of the DEQ-assessed amount upon initial adoption of this charge and upon any subsequent change, together with not less than sixty (60) days' prior written notice before any increase takes effect. If DEQ ceases to assess such a fee, this charge shall terminate immediately.

Figure 6.1

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Projected increase	5%	5%	5%	5%	5%
Schedule	Oct 2026-Sept 2027	Oct 2027 – Sept 2028	Oct 2028 – Sept 2029	Oct 2029 – Sept 2030	Oct 2030 – Sept 2031
Base Rate	$ 4.11	$ 4.32	$ 4.54	$ 4.77	$ 5.01
Outside City Surcharge	10%	10%	10%	10%	10%
Rate with surcharge	**$ 4.52**	**$ 4.75**	**$ 4.99**	**$ 5.24**	**$ 5.51**

6.2. IBSD agrees to pay Idaho Falls a monthly sewer service charge, established by section 6.1, for each 1,000 gallons of wastewater measured at the flow measuring devices, and additional costs, if any, for wastewater generated by industrial users, or others, for which there are separate charges per the separate agreements referenced in Section 3.2. IBSD will submit payments to Idaho Falls within thirty (30) days following invoice date each month. In addition, IBSD shall pay actual costs of work for Idaho Falls to perform:

a. Miscellaneous repairs, sampling and new installation camera inspections exceeding one-hundred dollars ($100) per occurrence and, with prior IBSD approval, for repairs estimated to exceed one thousand dollars ($1,000) per occurrence, with the exception of emergencies requiring immediate response. These costs shall also be included as part of the monthly billing.
b. Developers within IBSD shall be subject to and responsible for IBSD improvement drawing plan review fee and Camera inspections in an amount set from time to time by Resolution of the Idaho Falls City Council.

6.3 Idaho Falls shall operate and maintain IBSD Facilities, convey and treat wastewater originating from the IBSD Sewer Service Area for the period established within this Agreement. The charge for this service is included in the monthly sewer service charge.

SECTION 7. Sewer Connection Fee

7.1. Idaho Falls requires a sewer connection fee from each customer or building which connects to the sewer system within the Idaho Falls City Limits. This fee has been specifically established to recover prior system investment costs from new residential and commercial customers in proportion to the claims each type of customer places on unused wastewater system capacity.

7.2. IBSD agrees that a similar connection fee shall be established for the IBSD sewer system and that the amount of this fee shall never be an amount less than that established by Idaho Falls. IBSD shall pay a proportionate share of forty-nine and seven tenths' percent (49.7%) of the Idaho Falls connection fee applicable rate to Idaho Falls for each new connection made to the IBSD system contributing wastewater to be treated by Idaho Falls. Current connection fee rates are per figure 7.2 below with equivalency shown between Idaho Falls Water Meter Size and IBSD Equivalent Residential Units (ERU's), where an ERU is equivalent to a one-inch water meter size.

Figure 7.2

Water Meter Size	Equivalency Meter Ratio	Idaho Falls Connection Fee	IBSD Conn. Fee
1" Meter	**1.0**	**$1,671**	**$ 830**
1.5" Meter	2.0	$3,342	$ 1,660
2" Meter	3.2	$5,347	$ 2,656
3" Meter	6.4	$10,694	$ 5,312
4" Meter	10.0	$16,710	$ 8,300
6" Meter	20.0	$33,420	$ 16,600
8" Meter	32.0	$53,472	$ 26,560

Connection fees collected shall also be included as part of the monthly billing.

7.3. Idaho Falls may review all plans for improvements to the IBSD Facilities and may camera inspect all newly installed sewer main line additions to the IBSD collection system. Requests for camera inspections shall be made by IBSD staff to Idaho Falls.

SECTION 8. Service Area

8.1. IBSD agrees that it will not permit or allow the connection to the IBSD collection system of any user whose point of delivery, building, or facility is located outside the Sewer Service Area boundaries depicted on "Exhibit A" to this Agreement. Any changes in the boundaries of the IBSD Sewer Service Area shall be mutually agreed upon by the parties in writing prior to change. Should such a change be agreed to by both parties, Idaho Falls will amend the Sewer Service Area map. Idaho Falls will maintain the official computerized copy of the Sewer Service Area map and will provide access/copies to IBSD.

8.2. IBSD agrees that, in no event, shall the number of users connected to the Lincoln Road sewer line that runs through the Lincoln Metering Station exceed forty (40) residential connections. Any increase in the number of these connections shall be mutually agreed upon by both parties in writing

8.3. IBSD agrees that, in no event, shall the average daily flow of wastewater effluent passing through the Lincoln Metering Station exceed twenty thousand (20,000) gallons per day.

8.4. Any contract agreement for acceptance of an industrial user or for the acceptance of industrial wastes involving the sewer system of IBSD must be approved by the express, written permission of Idaho Falls prior to acceptance.

8.5. IBSD shall provide the following to Idaho Falls as required by a regulatory agency:

a. a report which includes the names, addresses, and nature of all users who are connected to the IBSD Facilities and who are discharging wastewater through the collection points,

b. a map indicating the location of each user and the approximate location of all sewer mains owned by IBSD which discharge through the collection points, and

c. inspection of all records maintained by IBSD relating to the connection and treatment history with respect to IBSD Users who are discharging wastewater through the collection points.

SECTION 9. Term of Agreement, Review and Renewal

9.1. This Agreement shall be binding upon the parties hereto, their successors, and assigns for the Effective Agreement Period established in Section 11.

9.2. At or near the anniversary date of the signing of the Agreement and at the request of either party, Idaho Falls and IBSD shall meet together to review the operation of the facilities covered by this Agreement, review complaints, and recommend needs for improvement in relation to efficient and proper administration, operation, and maintenance of all of the facilities covered by this Agreement and following such review may modify the existing Agreement as the parties mutually agree.

9.3. IBSD shall give not less than twelve (12) months prior written notice to Idaho Falls of its intention to undertake the maintenance and operation of IBSD Facilities and shall give not less than twelve (12) months prior written notice to Idaho Falls of its intention to pursue wastewater treatment service from any provider other than Idaho Falls for the wastewater effluent covered by this Agreement, which twelve (12) months need not exceed the term of this Agreement. IBSD may exercise this right, and terminate this Agreement in full, at any time during the term of this Agreement upon the date its independent wastewater treatment facility becomes operational and permitted to accept flows, provided the twelve

(12) months' prior written notice required above has been given; such termination is not contingent on, or limited by, the Effective Agreement Period set forth in Section 11, and IBSD's obligations under Sections 6 and 7 shall cease as of the termination date without further penalty. IBSD shall bear the costs necessary to remove the connection to the Idaho Falls Wastewater System to the mutual satisfaction of the Idaho Falls Public Works Department and Iona Bonneville Sewer District

9.4. Upon full and faithful performance of its obligations, IBSD shall be entitled to continued service from Idaho Falls during the term of this Agreement, subject to any amendments of this Agreement, or adjustments of use charges made pursuant to the terms of this Agreement, or by mutual written agreement.

9.5. If IBSD's independent treatment facility is delayed beyond the date specified in a notice given under Section 9.3, Idaho Falls shall continue to accept and treat IBSD's wastewater on a month-to-month basis at the rates subject to Figure 6.1 at IBSD's option, without requiring execution of a new agreement provided that the time extension doesn't go beyond the Effective Agreement Period established in 11.1 of this agreement.

SECTION 10. Miscellaneous Provisions

10.1. This Agreement does not hereby create any separate legal or administrative entity, as might be provided by Idaho Code, including partnership or joint powers agreement. There shall be no joint or cooperate acquiring, holding and disposing of real or personal property, and each party hereto shall be responsible for administering and financing its separate obligations hereunder.

10.2. Parties shall not discriminate against any employee or applicant for employment, service customer or applicate for service 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.

10.3. 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.

10.4. In the event that any part of this Agreement is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this Agreement.

10.5. Each party agrees to aid and assist the other in accomplishing the objectives of this Agreement, including, but not limited to, using its best efforts in communication, supplying requested information and considering all recommendations.

10.6. Each party agrees to obtain and keep in force and effect during the term of this Agreement a policy or policies of public liability insurance covering loss or damage to the facilities of the other party, or to third parties, by act or omission of the party insured. Limits of liability with respect to claims covered by the Idaho Tort Claims Act, are five hundred thousand dollars ($500,000) Combined Single Limits. Each party shall have a policy with combined single limits of not less than five hundred thousand dollars ($500,000) for the term of this Agreement.

10.7. IBSD agrees to enact, amend, and/or maintain in force and effect during the term of this Agreement, an ordinance or ordinances containing all of the provisions of the Idaho Falls Wastewater Ordinance or ordinances presently in force, or hereafter enacted, establishing standards for quality of wastewater entering the sewer system. IBSD further agrees to take the necessary steps to properly police and enforce those provisions which relate to the discharge of waters and waste into the sewer system.

10.8. IBSD irrevocably obligates and binds itself to pay and to raise sufficient revenues to pay, its sewer service charge. IBSD further binds itself to establish, maintain, and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of its own sewer system including the sewer service charge payable to Idaho Falls and sufficient to pay the principal and interest on any revenue bonds issued by IBSD which shall constitute a charge upon such gross revenues. It is recognized by Idaho Falls and IBSD that the sewer service charge paid by IBSD to Idaho Falls shall constitute an expense of maintenance and operation of the IBSD Facilities. IBSD shall provide in the issuance of any future sewer revenue bonds of IBSD that expenses of maintenance and operation of its sewer system shall be paid before payment of principal

and interest on such bonds. IBSD shall have the right to fix its own schedule of rates and charges for sewer service, provided always that IBSD shall raise revenue sufficient to meet the obligations contained in this Agreement.

10.9. 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 pertaining to such enforcement.

10.10. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement shall be in writing and executed by mutual consent and endorsed by the authorized representatives of the parties.

SECTION 11. Effective Agreement Period

11.1. Upon execution by both parties this Agreement shall be effective beginning October 1, 2026, and shall expire September 30, 2031.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____ 2026.

ATTEST:

"CITY"

City of Idaho Falls, Idaho

By_____

Linda Lundquist, City Clerk

By_____

Lisa Burtenshaw, Mayor

"IBSD"

Iona-Bonneville Sewer District

By_____

Brady Belliston, IBSD Board Chairperson

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2026, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Lisa Burtenshaw, known or identified to me to be the Mayor of the City of Idaho Falls, Idaho, and acknowledged to me that she is authorized to execute the same for and on behalf of said City of Idaho Falls.

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
Residing at: _____
My Commission Expires:_____

(Seal)

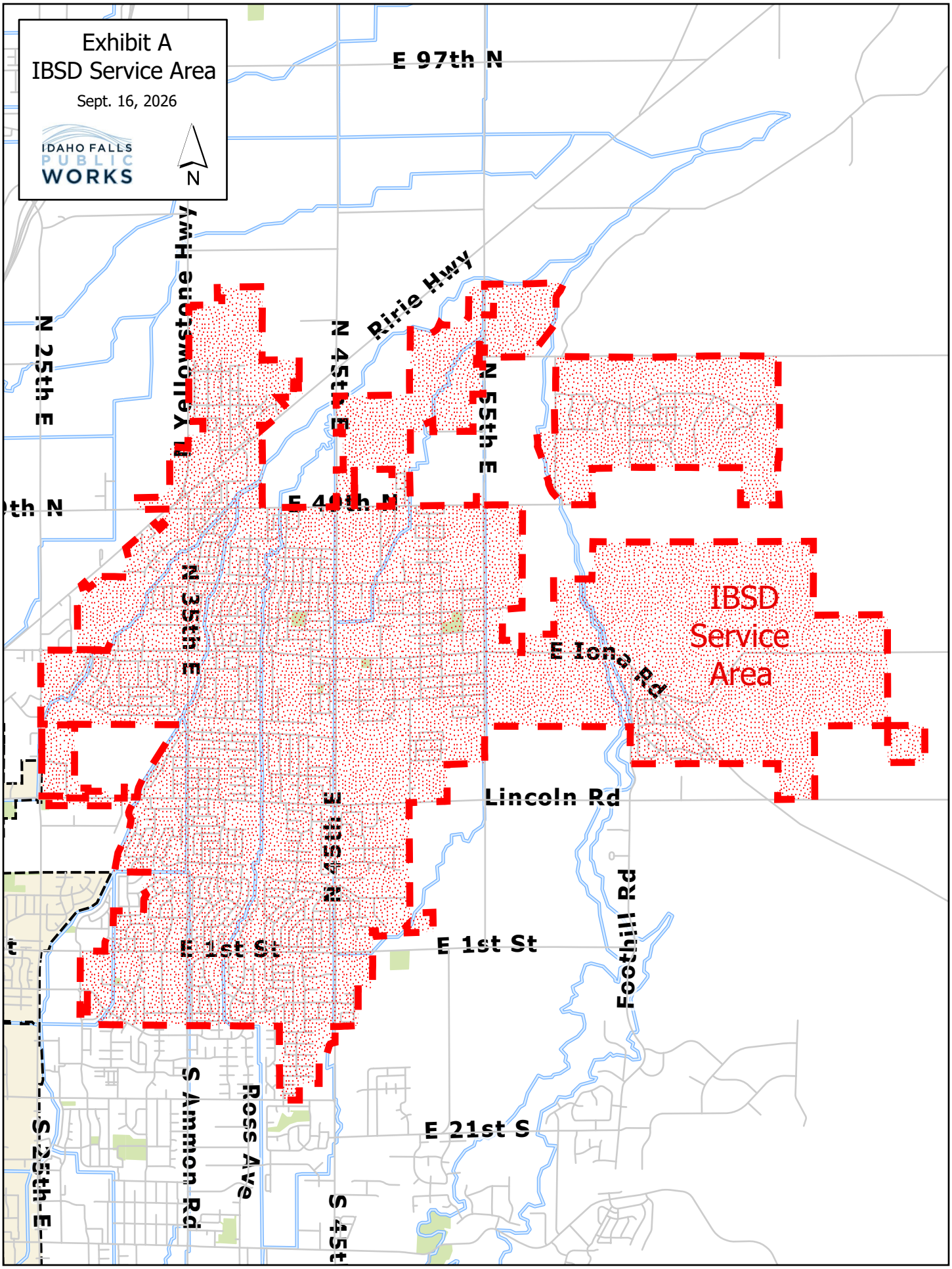
STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2026, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared Brady Belliston, known or identified to me to be the Chairperson of the Board of Directors of the Iona-Bonneville Sewer District and acknowledged to me that he is authorized to execute the same for and on behalf of said Iona-Bonneville Sewer District.

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
Residing at: _____
My Commission Expires:_____

(Seal)


Exhibit A
IBSD Service Area
Sept. 16, 2026
IDAHO FALLS
PUBLIC
WORKS
N
E 97th N
N 25th E
N Yellowstone Hwy
N 45th E
Ririe Hwy
N 55th E
E 49th N
N 35th E
IBSD
Service
Area
E Iona Rd
Lincoln Rd
E 1st St
Foothill Rd
S 25th E
S Ammon Rd
Ross Ave
E 21st S

Memorandum

File #: 26-369 **City Council**

DATE: Thursday, September 17, 2026
AGENDA: Regular
FROM: Mark Hagedorn, Finance Director
DEPARTMENT: Finance

Title
Professional Audit Services for Fiscal Year Ending September 30, 2026

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

Action(s) Requested:
Approve the professional services contract with Baker Tilly, LLP, for professional audit services for an estimated amount of $ 184,500 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
The professional audit services will provide certified public accounting and financial auditing services for the fiscal year ending September 30, 2026. This is the third year of a three-year proposal for audit services.

The total estimate cost includes the financial audit, Airport Passenger Facility Charges (PFC) audit, and two major programs for the single audit, national transit database agreed-upon procedures and travel related fees for on-site audit work estimated at $ 184,500.

Kevin Mullerleile, Senior Manager, of Baker Tilly will be supervising the Idaho Falls audit. As per the attached engagement letter, the audit timelines are scheduled to begin on January 11, 2027 and a completed audit report no later than March 31, 2027.

Funding for the annual audit is within the Finance Department annual operating budget with Funding for the Single Audit and national transit database agreed-upon procedures coming from Airport, Power, and Public works for funding of the Single Audit.

If additional major programs are required for the single audit, each additional major program is $12,000. Funding for additional single audit programs would come from the Department that administers the federal award.

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

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September 9, 2026

Mayor Butenshaw
City of Idaho Falls, Idaho
PO Box 50220
Idaho Falls, Idaho 83405-0220
United States

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your accountants.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to the City of Idaho Falls, Idaho (the City, you, your).

Services and Related Report

We will audit the City's financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, as of and for the year end September 30, 2026, including the related notes to the financial statements and the statements of revenues, expenditures, and changes in fund balances for the general fund and major special revenue funds (collectively, the "financial statements"). Upon completion of our audit, we will provide the City with our audit report on the financial statements referred to below. If, for any reasons caused by or relating to the affairs or management of the City, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Combining Statements and Individual Fund Schedules
- Schedule of Expenditures of Federal Awards (if included with financial statements)
- Schedule of Passenger Facility Charges Collected and Expended (if included with financial statements)

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), to supplement the City's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational,

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economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budget comparison schedules for the General Fund and any major special revenue funds
- OPEB - related schedules
- Pension - related schedules

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements.

We will make reference to the component auditor's audit of the Idaho Falls Redevelopment Agency in our report on the City's financial statements.

The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major federal program(s) and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major federal program(s) in accordance with the Single Audit Act Amendments of 1996 and OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

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We will be responsible for performing the audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control

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or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards* and the Uniform Guidance.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the City.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we will perform tests of compliance with certain provisions of laws, regulations, contracts and grants. However, the objective of

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those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refer to as nonaudit services.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

- Continue to make all management decisions and perform all management functions including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services performed.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Management's Responsibilities

Our audit will be conducted on the basis that the City's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;
- For identifying all federal awards received and understanding and complying with the compliance requirements;

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- For the design, implementation, and maintenance of effective internal controls over compliance that provides reasonable assurance that the City administers federal and state awards in compliance with the compliance requirements; and

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and the awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and the awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that you believe the schedule of expenditures of federal awards including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards..

You are responsible for preparation of the schedule of passenger facility charges collected and expended in conformity with the Passenger Facility Audit Guide for Public Agencies. You agree to include our report on the schedule of passenger facility charges collected and expended in any document that contains and indicates that we have reported on the schedule of passenger facility charges collected and expended. You also agree to include the audited financial statements with any presentation of the schedule of passenger facility charges collected and expended that includes our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for complying, and have complied, with the requirements of the PFC Program, (b) reports provided by you are true copies of the reports submitted or electronically transmitted to the Federal Aviation Administration (FAA) under requirements from FAA orders and

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the 1994 Federal Aviation Administration Authorization Act, (c) you have identified and reported to the FAA all PFC receipts and expenditures as stated in the Schedule of Passenger Facility Charge Program in accordance with the Passenger Facility Audit Guide for Public Agencies, (d) whether there have been communications from regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices, (e) you are responsible for complying with the requirements of laws, regulations and provisions of contracts and agreements related to the PFC program, (f) you responsible for establishing and maintaining effective internal control over compliance for PFC program that provides reasonable assurance that management of PFC receipts and expenditures is in compliance with laws, regulations and the provisions of contracts and agreements that could have a material effect on the PFC program, (g) you have made available all contracts and agreements (including amendments, if any) and any other correspondence that have taken place with the FAA and are related to the PFC program, (h) you have identified and disclosed to us, the requirements of laws, regulations and the provisions of contracts and agreements that could have a direct and material effect on the PFC program, including any material and applicable law changes, (i) you have complied, in all material respects, with the compliance requirements in connection with the PFC program, (j) you have made available all documentation related to the compliance requirements, including information related to the PFC program financial reports, (k) the schedule of passenger facility charges collected and expended are supported by your books and records, the input from which the City's financial statements are prepared.

You are responsible for the preparation of the combining statements and individual fund schedules in conformity with accounting principles generally accepted in the United States (U.S. GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with U.S. GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S.GAAP ; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with U.S. GAAP . Management is also responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

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Our professional standards require that we remain independent of the City as well as any “affiliate” of the City. Professional standards define an affiliate as follows:

Included Entities: Entities that are required under the applicable financial reporting framework to be included in the financial statements of the financial statement attest client, and are included. This would include the following:

- An entity included in the City’s financial statements and the auditor does not refer to another auditor’s report regarding that entity;

- An entity included in the City’s financial statements and the auditor make’s reference to another auditor’s report regarding that entity and is material to the City's financial statements as a whole and the City has “more than minimal influence” over the entity’s accounting or financial reporting process.

Excluded Entities: Entities that are required under the applicable financial reporting framework to be included in the financial statements of the financial statement attest client, but are excluded. This would include the following:

- An entity excluded in the City’s financial statements and is material to the City’s financial statements as a whole and the City has “more than minimal influence” over the entity’s accounting or financial reporting process.

Investments (Investee): Investments in an investee held by the investor (the City or another “affiliate” of the City's). This would include investments when the following occurs:

- When the investor either;

    - Controls the investee (e.g. controlling or ownership interest) unless the investment in the investee is trivial and clearly inconsequential to the City’s financial statements as a whole; or

    - Has significant influence over the investee and the investment in the investee is material to the City’s financial statements as a whole.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report

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included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the City, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and Confidential Information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes Confidential Information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City hereby authorizes us to do so.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

We expect to begin audit fieldwork on January 11, 2027, and issue our final reports by March 31, 2027.

Our estimated professional fees for our attest services will be $184,500, and those are broken out by project as follows: financial statement audit $141,500, single audit with two major federal programs $27,500, passenger facility charge (PFC) audit $9,000, and national transit database (NTD) agreed-upon procedures (AUP) $6,500. The NTD AUP is not an audit and that project will be included in a separate engagement letter.

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If additional major federal programs are required for the single audit, each additional major federal program will be $12,000 to audit.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. The City will be obligated to compensate us for all time expended and to reimburse us for all expenditures through the date of termination. In the event that collection procedures are required, the City agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the City, which may require the reassignment of our personnel.

- The City's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate the City records.

- Significant delays in responding to inquiries made of the City personnel, or significant changes in the City accounting policies or practices, or in the City accounting personnel, their responsibilities, or their availability.

- Significant delays or errors in the draft financial statements and necessary schedules prepared by the City personnel.

- Implementation of new general ledger software or a new chart of accounts by the City, excluding the City’s Workday implementation, which both Baker Tilly and the City have discussed for several years.

- Significant changes in the City's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the City, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.

- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.

- Significant deficiencies or material weaknesses in the design or operating effectiveness of the City's internal control over financial reporting.

- A significant level of proposed audit adjustments.

- Issuance of additional accounting or financial reporting standards subsequent to or effective for the periods covered by this Engagement Letter.

- Circumstances beyond our control.

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For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

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Acknowledgement

All work to be performed by Baker Tilly under this Engagement Letter shall be subject to Baker Tilly's Assurance Terms attached herein. If you agree with the scope of work and fees outlined in the Engagement Letter and the Assurance Terms, please sign and return this letter.

We appreciate the opportunity to be of service to you. If there are any questions regarding the Engagement Letter, please contact Kevin Mullerleile, the professional on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards.

Sincerely,

Baker Tilly US, LLP

The services as set forth in this Engagement Letter and the attached Assurance Terms are agreed to by:

Baker Tilly US, LLP	**City of Idaho Falls, Idaho**
Signature: Signed by: Kevin Mullerleile 32429845376144A...	Signature:
Name: Kevin Mullerleile	Name:
Title: Director	Title:
Date: September 9, 2026	Date:

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EideBailly

CPAs & BUSINESS ADVISORS

Report on the Firm's System of Quality Control

November 14, 2024

To the Partners of Baker Tilly US, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the Firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended March 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

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Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2024, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Eide Bailly LLP

Eide Bailly LLP
Minneapolis, Minnesota

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Baker Tilly US, LLP
Standard Assurance Terms

These Standard Assurance Terms ("Engagement Terms") govern the Services provided by Baker Tilly US, LLP ("Baker Tilly," "we," "us," "our") set forth in the engagement letter (the "Engagement Letter") to which these Engagement Terms are attached. These Engagement Terms and, where applicable, any online terms and conditions or terms of use ("Online Terms") related to online products or services ("Online Offering") or third-party software ("Third-Party Software") made available to the City of Idaho Falls ("the City," "you," "your") by Baker Tilly, together with the Engagement Letter (collectively, the "Agreement"), constitute the entire understanding of the agreement between Baker Tilly and the City referred to on such Engagement Letter. This Agreement shall supersede and replace all prior or contemporaneous representations, understandings or agreements with regard to the Services, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, these Engagement Terms and the Engagement Letter govern Baker Tilly's provision of Services, and the Online Terms govern the City's use of the Online Offering or Third-Party Software. If there is a conflict between these Engagement Terms and the terms of any Engagement Letter, these Engagement Terms shall govern. Any capitalized terms not defined herein shall have the meaning set forth in the Engagement Letter.

1. Client Information

All information provided by you or on your behalf ("Client Information") will be accurate and complete. You represent the provision of Client Information to us will not infringe any intellectual property, privacy, proprietary, or other third-party rights. You also represent that you have obtained all necessary consents and have provided all necessary notifications to the extent required by applicable law in connection with the provision of Client Information to us.

2. Confidentiality and Required Disclosures

a. With respect to this Agreement and any information supplied by the disclosing party (the "Disclosing Party") in connection with this Agreement that should reasonably be treated as confidential and/or proprietary ("Confidential Information"), the receiving party (the "Recipient") agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. Parties acknowledge that the City, as a municipality of the State of Idaho, is subject to the Idaho Public Records Act (the "Act," Idaho Code § 74-101 et. seq.), and that requests for information made pursuant to the Act may override the above-listed requirements for Confidential Information. This section shall not apply to information which is (a) publicly known, other than as a result of a breach of this Agreement by Recipient, (b) already known to the Recipient, (c) disclosed to Recipient by a third party who, to the best of Recipient's knowledge, owes no obligation of confidentiality to the Disclosing Party, or (d) independently developed by Recipient, or (e) subject to disclosure by the Act and such information does not have an exemption to its disclosure as provided within the Act. Subject to the foregoing, Baker Tilly may disclose the City's Confidential Information (y) to its Subcontractors and subsidiaries, or (z) when required to comply with a legal requirement or order, or as required by regulations or professional standards governing the Services performed.
b. Baker Tilly may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that Baker Tilly receives a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, Baker Tilly will promptly notify the City, unless otherwise prohibited. In the event Baker Tilly is requested by the City or required by government regulation, subpoena or other legal process to produce Baker Tilly's engagement working papers or its personnel as witnesses with respect to Services rendered to the the City, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Baker Tilly may seek reimbursement for Baker Tilly's professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.
c. Baker Tilly may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as regulatory and state board of accountancy oversight and peer review programs. All participants in peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City if disclosure of Confidential Information is necessary for such purposes.

3. Workpaper Retention

a. Our documentation for this engagement, including our workpapers, is the property of Baker Tilly and constitutes Confidential Information. We may retain the documentation for a period of time sufficient to satisfy our firmwide document retention policy and any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and Baker Tilly will return such records to the City at the completion of the Services rendered under this Agreement. When such records are returned to the City, it is the City's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. The City acknowledges and agrees that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy its engagement files, including its workpapers, related to this Agreement. If Baker Tilly is required by law, regulation or professional standards to make certain documentation available to regulators, the City hereby authorizes Baker Tilly to do so.

4. Support Staff and Personnel

a. Baker Tilly may use temporary contract staff to perform certain tasks on this engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, Baker Tilly will be happy to provide details on training, supervision and billing arrangements Baker Tilly uses in connection with these professionals. Additionally, Baker Tilly may from time to time, and depending on the circumstances, use subcontractors (e.g., to act as a specialist or audit an element of the financial statements) in serving the City's account ("Subcontractors"). Baker Tilly may share Confidential Information about the City with these contract staff and Subcontractors. Baker Tilly remains committed to maintaining the confidentiality and security of the City's information. Accordingly, Baker Tilly maintains internal policies, procedures and safeguards to protect the confidentiality of the City's personal information. Contract staff and Subcontractors are subject to confidentiality agreements requiring them to maintain the confidentiality of the City's information and Baker Tilly will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the City's Confidential Information to others. In the event that Baker Tilly is unable to secure an appropriate confidentiality agreement, the City will be asked to provide the City's consent

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prior to the sharing of the City's Confidential Information with the contract staff or Subcontractors. Baker Tilly will remain responsible for the work provided by any such contract staff or Subcontractors.

b. Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

5. Limitation on Damages and Indemnification

a. THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

c. Because of the importance of the information that the City provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, the City hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by the City, the City personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

d. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

e. The terms of this Section 5 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of the City, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

f. The City accepts and acknowledges that any legal proceedings arising from or in connection with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

6. Data Privacy and Security

a. To the extent the Services require Baker Tilly to receive personal data or personal information, excluding protected health information, from the City, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the City, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or our clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to the City personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of the City, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow the City instructions; (b) not sell personal data or personal information collected from the City or share the personal data or personal information for purposes of targeted advertising; (c) not process personal data or personal information for commercial purposes other than related to the City's engagement; (d) notify the City if it becomes aware it can no longer comply with applicable privacy law and, upon such notice, shall permit the City to take reasonable and appropriate steps to remediate personal data or personal information processing; and (e) cooperate with and provide reasonable assistance to the City to ensure compliance with applicable privacy laws. The City is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and the City represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. The City further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and subsidiaries, including Baker Tilly One India LLP, may process the City data as necessary to perform the Services, pursuant to the alternative practice structure in place between these entities. Baker Tilly Advisory Group, LP maintains custody of client files for Baker Tilly. By executing this Agreement, the City hereby consents to the transfer to Baker Tilly Advisory Group, LP of all City files, workpapers and work product. Baker Tilly Advisory Group, LP and its subsidiaries are bound by the same confidentiality obligations as Baker Tilly US, LLP. The City agrees that Baker Tilly has the right to utilize the City data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by the City to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify the City, the City employees, or any other individual or business entity and that is stripped of all persistent identifiers. The City is not responsible for Baker Tilly's use of aggregated/de-identified data.

b. Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations and other information security related system

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requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. The City is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for the City personnel to Baker Tilly provided systems or applications. If the City becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, the City should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

7. Termination

This Agreement may be terminated at any time by either party upon written notice to the other. In such event, Baker Tilly will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) the City shall pay for services provided and expenses incurred through the effective date of termination, (b) Baker Tilly will provide all finished reports that have been prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of Baker Tilly ceasing to render services, and (d) Baker Tilly will require any new accounting firm that the City may retain to execute access letters satisfactory to Baker Tilly prior to reviewing our files.

8. Alternative Dispute Resolution

a. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies of every kind and nature arising out of or in connection with this Agreement and/or the Services, or any services subsequently provided to the City by Baker Tilly, or as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement and/or the continuation or termination of any services ("Dispute(s)") shall be resolved as set forth in this section using the following procedure. In the unlikely event that a Dispute is not resolved by mutual agreement, the parties to the Dispute agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation, and the fees and expenses of the mediator shall be shared equally by the parties.
b. If mediation does not settle the Dispute, then a party seeking damages or other permitted relief in any form (the "Claimant") may file an action within the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, or may file an action with the federal courts located in Idaho.
c. The City and Baker Tilly agree that if a party breaches any of its obligations hereunder, and if such breach will cause irreparable harm, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights hereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation or arbitration procedures set forth in this section in order to seek injunctive or declaratory relief. Baker Tilly's Services shall be evaluated solely on Baker Tilly's substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

9. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God; fire, casualty, flood, war, strike, lock out, failure of public utilities, or injunction; any act, exercise, assertion or requirement of any governmental authority; any epidemic, destruction of production facilities, or insurrection; any, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs; or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

10. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any sales taxes, VAT or other tax withholdings, imposed on this transaction, the fees, or on the City's use of the Services or possession of any deliverable (individually or collectively, the "Taxes"). All applicable Taxes shall be paid by the City without deduction from any fees owed by the City to Baker Tilly. If any applicable law requires the City to deduct or withhold taxes from any payment due to Baker Tilly, the City shall gross up such payment so that, after such deduction or of withholding, Baker Tilly receives the full amount originally invoiced. In the event the City fails to pay any Taxes when due, the City shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by the City) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with the City's breach of this Section 10.

11. Notices

Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the signatory hereto) at the address specified in this Agreement or such other address as either party may from time to time designate to the other using this procedure.

12. Miscellaneous

a. Any offer of employment to members of the engagement team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report. In addition, Baker Tilly's dedication to client service is carried out through Baker Tilly's employees who are integral in meeting this objective. In recognition of the importance of Baker Tilly's employees it is hereby agreed that the City will not solicit Baker Tilly's employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12)

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months following the date of the conclusion of this engagement. If the City violates this non solicitation clause, the City agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

b. The provisions of this Agreement, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.
c. If because of a change in the City's status or due to any other reason, any provision in this Agreement would be prohibited by, or would impair Baker Tilly's independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this Agreement shall consist of the remaining portions.
d. Neither this Agreement, nor any claims, rights or licenses granted hereunder may be assigned, delegated or subcontracted by the City without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
e. The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind the City to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, the City.
f. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. The failure of either party at any time to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.
g. The City acknowledges that: (i) Baker Tilly and the City may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.
h. Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.
i. The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. The City should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.
j. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International Limited ("Baker Tilly International"). Baker Tilly International is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International have any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.
k. If you request or require that we submit invoices through your vendor management or payment portal system ("VMS"), we will not be responsible for any management, administration or fees of any kind (including as a deduction or set-off to fees due to us) associated with our use of such VMS, and we shall not be subject to any additional terms and conditions of such VMS, notwithstanding a requirement that we click-through or agree to such terms in order to submit invoices. Any such terms will be void. Further, handwritten edits to this Agreement are expressly rejected and are void.

13. Use of Baker Tilly Name

The City may not use any of Baker Tilly or its affiliates' names, trademarks, service marks or logos in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Baker Tilly, which permission may be withheld for any or no reason and may be subject to certain conditions.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, without giving effect to the provisions relating to conflict of laws. Any non-arbitrable action arising under this Agreement shall be brought exclusively in the State of Idaho, and both parties consent to the personal jurisdiction of the Seventh Judicial District of the State and federal courts located in Idaho. If an action is brought within the Seventh Judicial District of the State of Idaho, Parties agree that such actions shall be filed in the Bonneville County Courthouse.

15. Non-Discrimination

Baker Tilly 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.

16. 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 Baker Tilly employs ten (10) or more persons, Baker Tilly 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.

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17. Anti-Boycott of Certain Sectors

Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000.00) and Baker Tilly employs ten (10) or more persons, Baker Tilly certifies that it is not currently engaged, in and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this Paragraph that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.

18. Certification of No Chinese Ownership

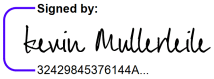
Pursuant to Idaho Code § 67-2359, Baker Tilly certifies that Baker Tilly is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

Certificate Of Completion

Envelope Id: 7F6469D3-B4A6-8BD4-8273-13754F98308F
Status: Sent
Subject: City of Idaho Falls, Idaho and Baker Tilly Engagement Contract for Signature
Source Envelope:
Document Pages: 19
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 0
Baker Tilly Contracts
AutoNav: Enabled
BakerTillyContracts@bakertilly.com
EnvelopeId Stamping: Enabled
IP Address: 35.185.192.36
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
9/9/2026 7:20:27 AM
Holder: Baker Tilly Contracts
BakerTillyContracts@bakertilly.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kevin Mullerleile kevin.mullerleile@bakertilly.com Security Level: Email, Account Authentication (None)	Signed by:  32429845376144A... Signature Adoption: Pre-selected Style Using IP Address: 216.194.106.46	Sent: 9/9/2026 7:20:30 AM Viewed: 9/9/2026 7:28:28 AM Signed: 9/9/2026 7:30:19 AM

Electronic Record and Signature Disclosure:
Accepted: 9/9/2026 7:28:28 AM
ID: 02540d85-8d59-4963-8f38-e3686afaa18a

Lisa Burtenshaw lburtenshaw@idahofalls.gov Security Level: Email, Account Authentication (None)		Sent: 9/9/2026 7:20:29 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/9/2026 7:20:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Baker Tilly Advisory Group, LP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Baker Tilly Advisory Group, LP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jaclyn.smith@bakertilly.com

To advise Baker Tilly Advisory Group, LP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jaclyn.smith@bakertilly.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Baker Tilly Advisory Group, LP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jaclyn.smith@bakertilly.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Baker Tilly Advisory Group, LP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jaclyn.smith@bakertilly.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Baker Tilly Advisory Group, LP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Baker Tilly Advisory Group, LP during the course of your relationship with Baker Tilly Advisory Group, LP.

Memorandum

File #: 26-335 **City Council**

DATE: Thursday, September 17, 2026
AGENDA: Regular
FROM: Chris Fredericksen, General Manager
DEPARTMENT: Idaho Falls Power

Title
IFP 26-24 Substation 72.5KV SF6 Breakers Purchase

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

Action(s) Requested:
Approve the purchase of three (3) SF6 dead-tank breakers for substations and award the bid to the lowest responsive, responsible bidder, Western Electric Alliance, in the amount of $342,588.00 (or take other action deemed appropriate).

Description, Background Information, Purpose:
Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase three (3) SF6 dead-tank breakers. A tabulation of bid results is attached. Western Electric Alliance was the lowest bidder of the 4 bids received with a total bid of $342,588.00 and expected delivery time of 55-65 weeks.

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

Idaho Falls Power
Bid Tabulation

Project: SUBSTATION 72.5KV SF6 BREAKER Number: IFP - 26 - 24
Submitted Krista Thornton Facility Services Manager Date: 8/5/2026

				Irby Utilities Nampa, ID			Western Electrical Alliance Ogden, UT			General Pacific Fairview, OR			Western United Electric Salem, UT		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	72.5KV SF6 DEADTANK BREAKER	3	each	$ 114,496.00	$ 343,488.00	55-65 Weeks	$ 113,000.00	$ 339,000.00	55-65 Weeks	$ 114,220.00	$ 342,660.00	65-70 Weeks	$ 113,699.48	$ 341,098.44	55-65 Weeks
	Tariff	3		$ 1,196.00	$ 3,588.00		$ 1,196.00	$ 3,588.00		TBD at shipment date			$ 1,196.00	$ 3,588.00	
				Total	$ 347,076.00			$ 342,588.00			$ 342,660.00			$ 344,686.44	

Recommended Award

Attending: Krista Thornton
Nikki Bradford
Colby Scholes

Memorandum

File #: 26-349 **City Council**

DATE: Thursday, September 10, 2026
AGENDA: Regular
FROM: Chris Fredericksen, General Manager
DEPARTMENT: Idaho Falls Power

Title
Amendment to the Power Sales Agreement with Orchard Park Apartments

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

Action(s) Requested:
Approve the amendment to the Power Sales Agreement with Orchard Park Energy and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
On September 12, 2024 Idaho Falls Power and Orchard Park Energy LLC entered into a first-of-kind Net-Metering Pilot Project Agreement. This agreement has been successful in helping Idaho Falls Power customers by lowering the high-cost market purchases that Idaho Falls Power must make on the open market. Energy rates often fluctuate and require Idaho Falls Power to reassess and reevaluate its rates for its customers.

This amendment establishes minor changes to the Original Agreement, and all other provisions, terms and conditions of the Original Agreement shall remain in full effect and force.

The amended rates are as follows:

- Energy Rates:
    - Peak Hours $0.0910 Per KWh
    - Non-Peak Hours$ $0.040 Per KWh
- Demand Rates:
    - Peak hours $22.00 Per KW

- Non-Peak $6.00 Per KW

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

POWER SALES AGREEMENT
(Net Metering Pilot Project)

THIS POWER SALES AGREEMENT BETWEEN CITY OF IDAHO FALLS AND Orchard Park Apartments (hereinafter "Agreement"), is made this 12th day of September, 2024 ("Effective Date"), by and between the City of Idaho Falls, Idaho, dba Idaho Falls Power ("IFP"), a municipal corporation of the State of Idaho, whose address is 140 S. Capital Ave., Idaho Falls, Idaho 83402 and Orchard Park Energy LLC, ("Customer") a Utah Limited Liability company whose address is 299 S Main Street Suite 2400, Salt Lake City, Utah 84111. IFP and the Customer are sometimes referred to in this Agreement collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, IFP is an Idaho municipal electric utility that serves the corporate city limits of Idaho Falls, Idaho; and

WHEREAS, IFP desires to develop innovative rate structures that enable customers to control their energy costs with customer-owned electrical storage resources and generation that does not cause cost shifts to other customers while also increasing customer reliability; and

WHEREAS, IFP does not generate sufficient electrical energy resources to meet customer demand during peak hours of the day during summer and winter months and must purchase additional electricity on the open market; and

WHEREAS, customers who lower their peak energy consumption benefits all IFP customers by lowering high-cost market purchases to meet overall electric system demand; and

WHEREAS, Customer is a prospective new customer of IFP and is requesting net metering, as defined in this Agreement; and

WHEREAS, Customer desires to purchase from IFP, power and delivery services to meet the Customer's electricity requirements on a net metering basis; and

WHEREAS, Customer has extensive experience deploying integrated solar and battery systems at other similar commercial properties in other states; and

WHEREAS, IFP and Customer will be testing an innovative new approach to aggregate individual meters into a synthetic master metered complex.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

   "Billing Period" A calendar month, beginning on the first calendar day of the month and ending on the last calendar day of the month.

"Customer's electrical facilities" Customer's equipment to be installed on Customer's property that has the ability to generate, store, or discharge electrical power to Customer's building. Customer's electrical facilities shall be limited to photovoltaic systems and battery storage.

"Net Energy" the difference between the electrical energy consumed by Customer from IFP's electrical supply system and the electrical energy generated by Customer and fed back into IFP's electrical supply system.

"Non-Peak Hours" all hours outside of Peak hours.

"Peak Hours" any continuous three-hour period of the day. At the outset of this Agreement, Peak Hours shall begin at 1800 Mountain Standard Time and will end at 2100 Mountain Standard Time. IFP shall have the right to change the Peak Hours, provided that IFP provides written notice to Customer five (5) days prior to the change taking effect. IFP shall not change the Peak Hour period more than four (4) times in any calendar year.

2. NATURE OF SERVICE

   a. IFP Purchase of Excess Energy - Customer has constructed or intends to construct an electrical generating facility(ies) at Customer development known as Orchard Park Apartments (the "Premises") located at 745 E 25th Street, Idaho Falls, Idaho, as depicted in the approved development plat listed in Exhibit "A" attached hereto. The electrical generating facilities located at the Premises are or will be installed on individual buildings or units within a building ("Service Point"). Each Service Point will have an IFP electrical meter installed, according to Idaho Falls City Code § 8-5-11 and IFP's standard electrical service policies and procedures. Customer agrees to sell and IFP agrees to buy all electrical energy generated at the Premises that exceeds Customer's on-site load, according to the terms and conditions of this Agreement.

   b. Limitations – For onsite generation, Customer shall follow current IFP service policy. All Customer generation shall be compatible with IFP's electric power system and operated in a safe and efficient manner. Customer shall not disrupt or damage IFP's electrical supply system. The operation of Customer's generation is intended primarily to offset part of or all of Customer's electricity requirements that would otherwise be supplied by IFP. Customer is solely responsible for the design, installation, and operation of Customer's generation and shall obtain and maintain all required permits and approvals to operate and construct the Customer's generation.

      Customer shall be subject to and observe IFP's service policies and the City of Idaho Falls's relevant ordinances that pertain to the service of electrical power from IFP.

3. TERM OF SERVICE

This Agreement shall become effective on the Effective Date and shall continue in full force and effect for ten (10) years (the "Term"). At the expiration of the Term, or any subsequent renewed term, this Agreement shall be automatically renewed for a term of twelve (12) months ("Renewed Term") on the same terms and conditions as contained in this Agreement. Notwithstanding, either Party, in its respective sole discretion, may submit written notice to the other Party six (6) months in advance of the expiration of the Term or Renewed Term of that Party's intent to terminate the Agreement at the expiration of the Term or Renewed Term.

4. MEASUREMENT OF NET ENERGY

IFP shall provide and install metering equipment, in compliance with current service policy and rates, to measure the flow of electrical energy and collect electrical system information and data for this pilot project. Metering equipment will be required for each Service Point on Customer's Premises. In each monthly bill for service, IFP shall provide to Customer a copy of data collected from each Service Point on Customer's Premises.

IFP will collect fifteen (15) minute interval data through its standard metering system. In the event that a meter fails to report, collect or save this interval data IFP will create the interval data for the missing meter interval report day(s) by using the previous and following interval reported days to shape fit the total daily net consumption for the service into fifteen (15) minute interval data to achieve required billing data needed. IFP's metering system will always collect beginning and ending period consumption and generation from the meter registers but interval data from time to time can fail to report to the headend metering software for data storage. IFP shall mark all created interval data for the Customer, so the Customer is aware this is not actual interval data reported from the IFP metering system.

5. BILLING METHODOLOGY

Customer shall be charged for the Net Energy supplied by IFP each Billing Period using the following rates:

Energy Rates:
Peak Hours $0.086 Per KWh
Non-Peak Hours $ $0.037 Per KWh
Demand Rates:
Peak hours $20.50 Per KW
Non-Peak $5.50 Per KW

IFP shall aggregate from each Service Point on Customer's Premises to determine the Net Energy supplied to Customer and issue a single electrical bill for the Premises. Customer shall not resell power supplied to Customer by IFP nor shall Customer violate the terms of

Idaho Falls City Code § 8-5-9. Nothing in this paragraph shall prohibit Customer from passthrough billing electrical charges to its tenants, provided that Customer's passthrough bill shall not charge any tenant an electrical charge that would exceed what the tenant would pay to IFP if the tenant was a direct customer of IFP under the service policy that determines their appropriate customer rate class.

Where Customer's generation exceeds the electricity supplied by IFP during a billing period, IFP shall credit Customer for energy delivered to IFP during the billing period for the net energy that flowed into IFP's electrical supply system following the same rate and methodology as the current net metered rate class and policy for standard net metered customers.

IFP reserves the right to modify these rates at any time in the future with three (3) months' notice to the Customer.

IFP reserves the right to add a third time period that can be named solar hours which would run from 0900 – 1700 Mountain Time in which this would be the lowest priced period in the time-of-day segments. This could be used to ensure battery charging is accomplished in the most cost-effective time for IFP and its other customers to enable this Pilot rate structure to gain the maximum benefit through efficient dispatch of the distributed resources owned and operated by the Customer.

Net-metered energy will be netted in the time segment of the time-of-day rate. The Customer is eligible to charge and discharge the battery systems from and into IFP's grid. In the event that more energy is sold to IFP on a net basis than is consumed by the development in any billing period this energy will be purchased by IFP at the standard net-metering rate defined for other net-metering customers. Currently this rate is the wholesale market price for the Mid-Columbia for that period in time.

6. COLLABORATION AND DATA SHARING

IFP and the Customer agree to share system operating data with each other and work in a collaborative manner on this pilot rate structure with the mutual desire to get maximum value out of the efficient operation of the assets for both IFP's net electrical system and the Customers. This value includes operating costs, power supply cost reductions for both parties, lower demand and distribution charges/use. The Customer agrees to share available operating and programming data ("Shared Data") through shared technology login methods or software applications on the generation and energy storage assets that are deployed in the development.

The Parties to this Agreement acknowledge that IFP is a public entity subject to the Idaho Public Records Act, Idaho Code § 74-101, *et seq.* The parties acknowledge the parties' mutual agreement and belief that the Shared Data is exempt from public disclosure under Idaho Code § 74-107 as a "Trade Secret," as defined in that statute. In the event that IFP receives a public records request for the Shared Data, IFP shall notify Customer. Customer may seek an injunction to prevent IFP from releasing the Shared Data, seek to intervene in

any public records litigation that results from a denied request for the Shared Data, or take any other action Customer believes is in its best interest to protect the Shared Data from public disclosure. However, no breach of this Agreement shall occur in the event that IFP is required to disclose the Shared Data pursuant to a court order to disclose the Shared Data.

7. MAINTENANCE.

Except for bi-directional metering equipment owned and maintained by IFP, all equipment on Customer's side of the delivery point, including the required disconnecting switch, shall be provided and maintained in satisfactory operating condition by Customer at Customer's sole expense and shall remain the property and responsibility of the Customer. IFP shall bear no liability for Customer's equipment or for the consequences of its operation.

8. TERMINATION
   a. Customer may terminate this Agreement at any time and for any reason upon at least six (6) months written advanced notice to IFP of intent to terminate. Upon termination the Customer and/or Customers can receive service under current policies and rates in place at that time.
   b. IFP may terminate this Agreement if any of the following occur:
      i. Customer's power bill remains unpaid in full past thirty (30) days from the date of billing, as listed on Customer's utility bill.
      ii. Customer fails to remedy violations of this Agreement, IFP's Service Policy, or City Ordinance in a timely and prudent manner after delivery of written notice of such violation(s).
   c. IFP may terminate this agreement in the event that IFP adopts a time of day and time of demand Net Metering billing option that IFP makes generally available to all customers during the term, or an extended term, of this Agreement. In order to trigger this subsection, the generally available Net Metering option must include an aggregated rate structure. IFP shall give Customer six (6) months' written notice prior to terminating this Agreement pursuant to this subsection.

9. PAYMENT OF POWER BILL

The Customer's Power Bill shall be due and payable thirty (30) days after the bill is produced by IFP. Unpaid balances due shall bear interest and associated fees pursuant to IFP rate policies for the Commercial Customer rate class in effect during the relevant period of time. In the event that the Customer does not pay within the thirty (30) days they will be notified of disconnect of service to the development in writing and have thirty (30) days to remedy before disconnection of service, termination of this agreement and the movement of all current service policy individual customers to IFP's standard rates and electrical service access/connection.

10. CONTRACT ASSIGNMENT

The rights and obligations of the Parties to this Agreement may not be assigned by either

Party except upon the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed such written consent shall be given within thirty (30) days of written OR e-mail notice by either party

11. NOTICES

All notices required or permitted to be given pursuant to the terms hereof shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested at the following address, or such other address which may be delivered in writing to the receiving party:

Attn: General Manager Idaho Falls Power
P.O. Box 50220
Idaho Falls, ID 83405
(208) 612-8430
Fax:
Email:

Attn: Dell Loy Hansen
299 S Main Street Suite 2400
SLC, UT 84111
Fax:
Email:

12. COMPLETE AGREEMENT

This writing evidences the complete and final agreement of the parties on this subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Agreement shall not be modified except in a writing signed by both of the parties hereto.

13. INDEMNITY AND LIABILITY.

Customer shall defend, hold harmless, and indemnify IFP and its directors, elected officials, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost charge, demand, or expense, including attorney's fees) for injury or death to persons and damage to property arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of Customer's electrical generation facilities, or (b) the making of replacements, additions, improvements or reconstruction of Customer's electrical generation facilities. This indemnity shall apply, notwithstanding the active or passive contributory negligence of IFP, provided, however, IPF shall not be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole liability or percentage of negligence or comparative fault.

IFP agrees, to the extent permitted by the Idaho Constitution and the Idaho Tort Claims Act, Idaho Code § 6 901, *et seq.*, to defend, hold harmless, and indemnify Customer and Customer's officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost charge, demand, or expense, including attorney's fees) for injury or death to persons and damage to property arising out of or in connection with from the intentional or negligent actions of IFP or of IFP's employees. This indemnity shall apply, notwithstanding the active or passive contributory negligence of Customer, provided, however, Customer shall not be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole liability or its percentage of negligence or comparative fault.

14. NO PARTNERSHIP OR JOINT POWERS AGREEMENT INTENDED

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Nothing in this Agreement shall be construed to create a Joint Powers Agreement. Each Party shall be individually and severally liable for its own obligations under this Agreement.

15. ACCESS AND EASEMENTS

The Customer grants IFP the right of access to the property for the purpose of installing, operating, maintaining and removing IFP's property, equipment or other facilities. The Customer shall grant IFP unlimited access to the property as may be necessary for IFP to meet the requirements of this Agreement. IFP personnel shall follow all safety rules, regulations and instructions set forth by the Customer.

16. JURISDICTION AND VENUE

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho, including the terms, conditions, and provisions that govern electric service delivery as contained the Idaho Falls City Code, as presently exist or as may be amended hereafter. In the event of a conflict between the terms and conditions of this Agreement and the Idaho Falls City Code, the Idaho Falls City Code shall prevail.

In the event of litigation concerning this Agreement, 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.

17. SEVERABILITY.

Should any provision of this Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected

and shall continue in force. The parties agree, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally enforceable clauses which correspond as closely as possible to the sense and purpose of the affected provisions and this Agreement as a whole.

18. NON-DISCRIMINATION

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

19. 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 Customer employs ten (10) or more persons, Customer 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.

20. CERTIFICATION OF NO CHINESE OWNERSHIP

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

[Intentionally Left Blank – Signature Page to Follow]

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

"IFP"
City of Idaho Falls, Idaho, dba Idaho Falls Power

By _____
Rebecca L. Noah Casper, Ph.D
Mayor, City of Idaho Falls, Idaho

"Customer"
Orchard Park Energy LLC

By _____
Dell Loy Hansen
Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 12th day of September, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, 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.

(Seal) CORRIN WILDE Exp. 01/17/2029 NOTARY PUBLIC Comm. No. 20230152 STATE OF IDAHO

_____
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 1/17/29

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 4th day of September, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Dell Loy Hansen known to me to be the Manager of Orchard Park Energy LLC, a Utah Limited Liability Company that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said Orchard Park Energy LLC.

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

Notary Public of Utah
Residing at: Weber County / North Ogden
My Commission Expires: July 15, 2028

(Seal)

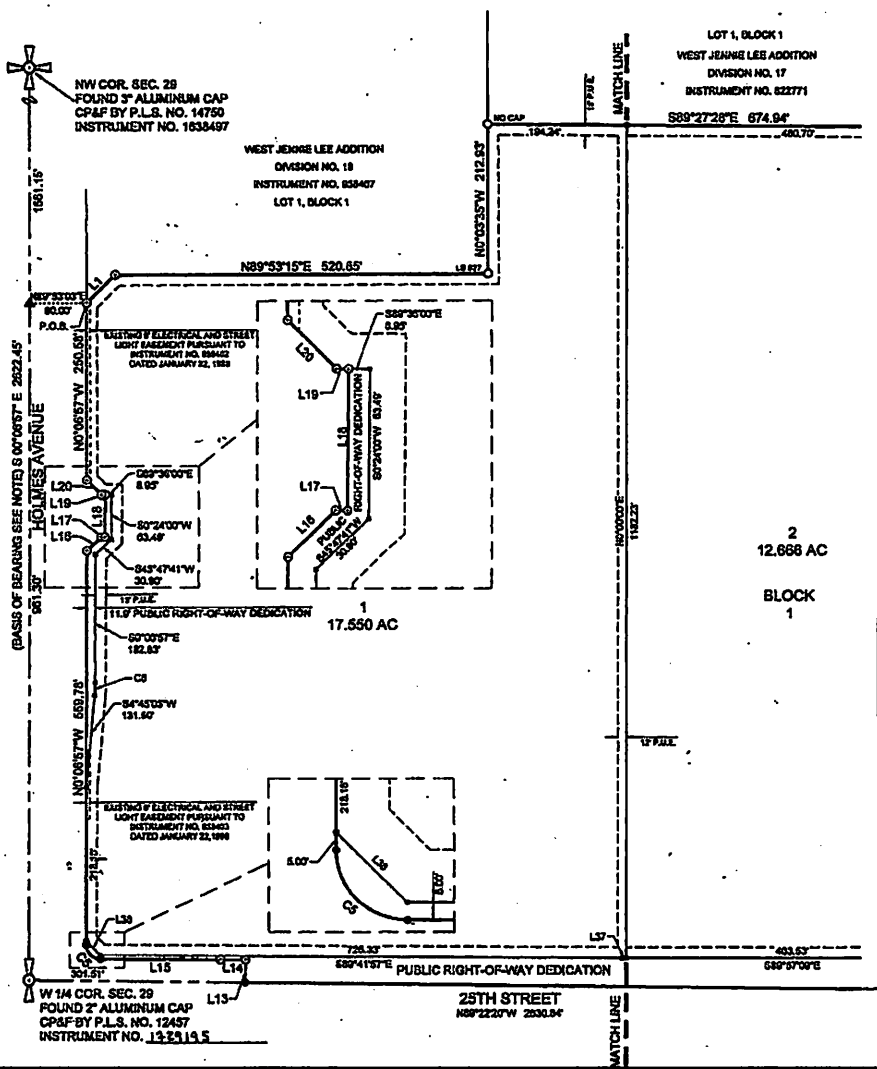
SARAH CALL
Notary Public - State of Utah
Comm. No. 738154
My Commission Expires on
Jul 15, 2028

Exhibit "A"

Approved Development Plat

WASATCH APPLE SUBDIVISION

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
LOCATED IN THE NW¼ OF SECTION 29, T.2N., R.38E., B.M.,
-2022-



Line Table		
Line #	Length	Direction
L1	66.50'	N44°53'03"E
L13	32.38'	N0°30'08"E
L14	33.20'	N89°31'22"W
L15	100.72'	N89°41'57"W
L16	28.40'	N45°08'32"E
L17	5.01'	S89°36'03"E
L18	60.00'	N0°24'00"E
L19	5.00'	N89°36'03"W
L20	29.44'	N44°51'29"W
L37	6.72'	S89°57'06"E
L38	28.18'	S44°34'27"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C5	31.27'	20.00'	89°33'00"	N44°54'27"W	28.18'
C9	17.57'	208.00'	4°50'02"	N2°19'04"E	17.56'

SCALE: 1" = 100'

LEGEND

- CALCULATED POINT
- FOUND 5/8" REBAR WITH CAP STAMPED - P.L.S. 12944
- FOUND 5/8" REBAR AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
- SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 12457
- INTERIOR STREET INTERSECTIONS 5/8" REBAR WITH 2" ALUMINUM CAP P. L.S. 12457 SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
- INTERIOR LOT CORNERS 1/2" REBAR WITH PLASTIC CAP P. L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
- FLUSH CORNER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- TIE LINE
- MATCH LINE
- EXISTING PUBLIC UTILITY EASEMENT LINE (P.U.E.)
- PUBLIC UTILITY EASEMENT LINE (P.U.E.)
- CROSS ACCESS EASEMENT LINE (C.A.E.)
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT

BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2000", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011), EPOCH--2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

NOTES

4.710 ACRES IS BEING DEDICATED FOR PUBLIC RIGHT-OF-WAY

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN INTO LOTS, BLOCKS, AND STREETS AS SHOWN HEREON. THIS SURVEY IS A RETRACEMENT OF RECORD OF SURVEY, INSTRUMENT NO. 1594479, COMPLETED BY ELLSWORTH AND ASSOCIATES, PLLC FOR THE LEE PROPERTY. THE WEST LINE OF THE THIS SURVEY WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY. THE NORTH LINE OF THIS SURVEY WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY AND RECORD PLATS AS NOTED. THE EAST LINE OF THIS SURVEY WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY AND RECORD PLATS AS NOTED. THE SOUTH LINE OF THIS SURVEY WAS DETERMINED BY FOUND SECTION MONUMENTS ON THE LATITUDINAL CENTERLINE OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN AS SHOWN HEREON.

Instrument # 1729469
Bonneville County, Idaho Falls, Idaho
10/05/2022 02:31:39 PM No. of Pages: 3
Recorded for: HORROCKS ENGINEERS
Fee: $15.00
Ex-Officio Recorder Deputy
Electronically Recorded by Simplifile

PROFESSIONAL LAND SURVEYOR
12457
7-28-22
STATE OF IDAHO
CHRISTOPHER ADAMS

SHEET 1 OF 3

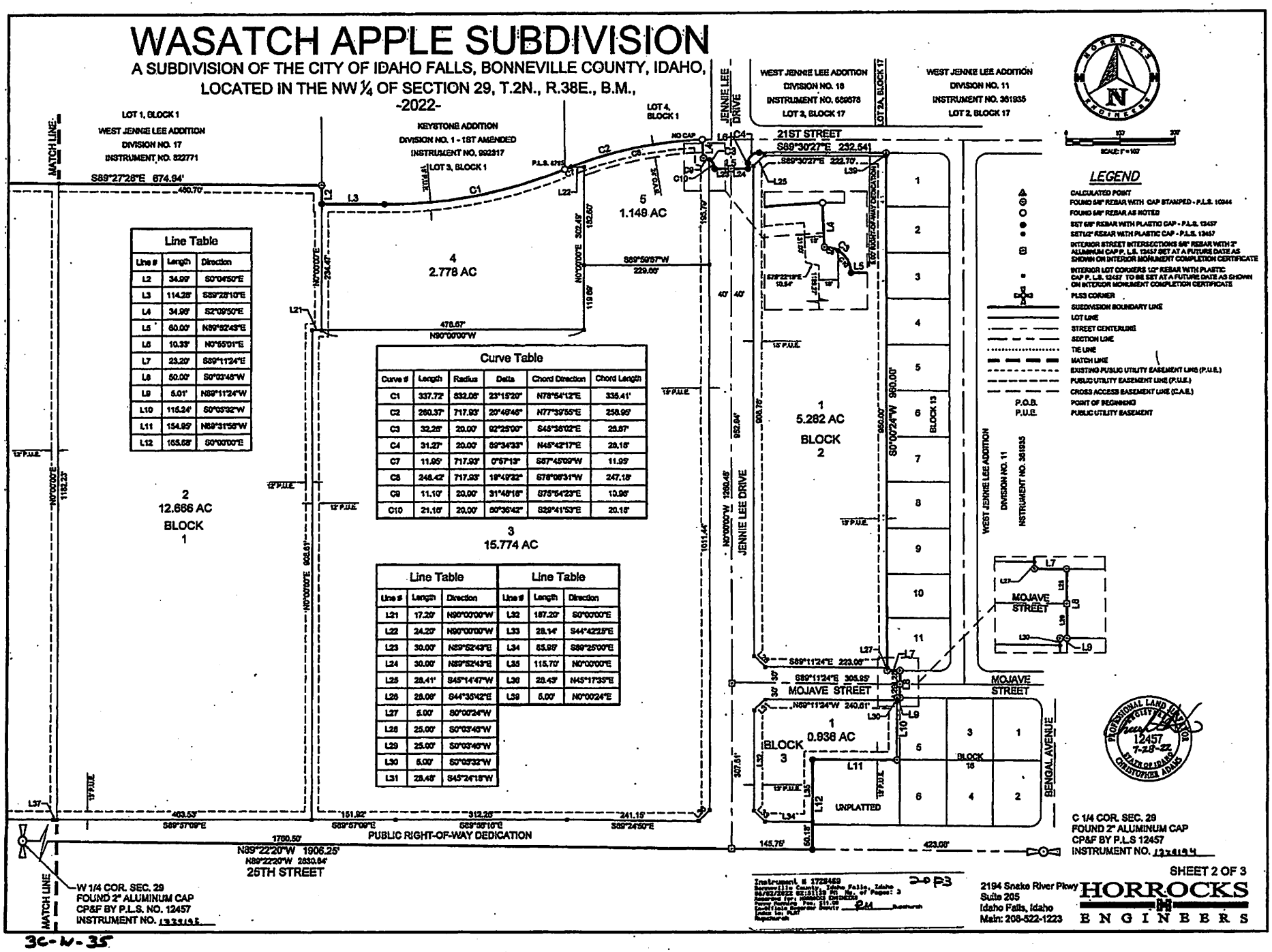
2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223
HORROCKS ENGINEERS

3C-W-35

WASATCH APPLE SUBDIVISION

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, LOCATED IN THE NW ¼ OF SECTION 29, T.2N., R.38E., B.M.,

-2022-



Line Table		
Line #	Length	Direction
L2	34.99'	S0°04'50"E
L3	114.28'	S89°28'10"E
L4	34.99'	S2°09'50"E
L5	60.00'	N89°52'43"E
L6	10.33'	N0°55'01"E
L7	23.20'	S89°11'24"E
L8	50.00'	S0°03'46"W
L9	5.01'	N89°11'24"W
L10	116.24'	S0°03'32"W
L11	154.95'	N89°31'56"W
L12	165.68'	S0°00'00"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	337.72'	832.06'	23°15'20"	N78°54'12"E	335.41'
C2	260.37'	717.93'	20°46'46"	N77°39'55"E	258.95'
C3	32.25'	20.00'	92°25'00"	S45°36'02"E	28.87'
C4	31.27'	20.00'	89°34'33"	N45°42'17"E	28.18'
C7	11.95'	717.93'	0°57'13"	S87°45'09"W	11.95'
C8	246.42'	717.93'	19°40'32"	S78°06'31"W	247.18'
C9	11.10'	20.00'	31°48'16"	S75°54'23"E	10.96'
C10	21.16'	20.00'	60°36'42"	S29°41'53"E	20.18'

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L21	17.20'	N90°00'00"W	L32	187.20'	S0°00'00"E
L22	24.20'	N90°00'00"W	L33	28.14'	S44°42'25"E
L23	30.00'	N89°52'43"E	L34	65.99'	S89°25'00"E
L24	30.00'	N89°52'43"E	L35	115.70'	N0°00'00"E
L25	28.41'	S45°14'47"W	L36	28.43'	N45°17'35"E
L26	28.09'	S44°35'42"E	L38	5.00'	N0°00'24"E
L27	5.00'	S0°00'24"W			
L28	25.00'	S0°03'46"W			
L29	25.00'	S0°03'46"W			
L30	5.00'	S0°03'32"W			
L31	28.45'	S45°24'18"W			

PROFESSIONAL LAND SURVEYOR
12457
7-28-22
STATE OF IDAHO
CHRISTOPHER ADAMS

Instrument # 1726469
Bonneville County, Idaho Falls, Idaho
08/02/2022 02:31:19 PM No. of Pages: 3
Recorded for: HORROCKS ENGINEERS
Fee: 21.00
Ex-Officio Recorder Deputy

2-0 P3

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223
HORROCKS ENGINEERS

36-N-38

WASATCH APPLE SUBDIVISION

A SUBDIVISION OF TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
LOCATED IN THE NW ¼ OF SECTION 29, T.2N., R.38E., B.M.,
-2022-

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT WASATCH APPLE SUBDIVISION WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

Penny Manning — 08-02-2022
BONNEVILLE COUNTY RECORDER — DATE

Instrument # 1729488
Bonneville County, Idaho Falls, Idaho
08/02/2022 02:11:19 PM No. of Pages: 3
Recording for: HORROCKS ENGINEERS
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy RM
Index to: PLAT

3 of 3

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

BONNEVILLE COUNTY TREASURER — DATE 7-19-2022

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS — DATE 7-27-22

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS 30 DAY OF JUNE, 2022

MAYOR — CITY CLERK (Kathy Hampton)

CITY ENGINEER, KENT J. FUGAL, PE 9247 — CITY SURVEYOR, KENNETH BALDWIN ROBERTS, PLS 9755

COUNTY SURVEYOR'S VERIFICATION

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.

BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL P.L.S. NO. 12225 — DATE 7/8/2022

WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED WITHIN THIS PLAT ARE WITHIN THE IDAHO IRRIGATION DISTRICT AND THAT A SUITABLE SURFACE WATER DELIVERY SYSTEM HAS NOT BEEN PROVIDED FOR SUCH LOTS OF PROPERTY. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SUCH IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE TO PAY SUCH ASSESSMENTS. ALL ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY UNLESS THE PURCHASER/OWNER FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I. C. §31-3805.
THOSE PORTIONS OF JENNIE LEE DRIVE, MOJAVE STREET, AND 25TH STREET, HAVE PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 7-22-22 — INSTRUMENT NO. 1729003

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333, I CHRISTOPHER ADAMS CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 ON OR BEFORE JULY 8, 2023.

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 11TH DAY OF July, 2022.

WPP APPLE LAND, LLC

DELL LOY HANSEN, MANAGER

3c-V-35

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, BEING MARKED BY A 5/8" REBAR WITH AN ALUMINUM CAP AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 1036497; THENCE ALONG THE WEST LINE OF SAID SECTION 29, SOUTH 00°08'57" EAST 1661.15 FEET; THENCE NORTH 89°53'03" EAST 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 1 OF WEST JENNIE LEE ADDITION DIVISION NO. 18, INSTRUMENT NO. 953487 AND BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 18, NORTH 44°57'03" EAST 56.56 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89°53'15" EAST 820.85 FEET TO THE SOUTHEAST CORNER OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 18; THENCE ALONG THE EAST LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 18, NORTH 00°03'35" WEST 212.03 FEET TO THE SOUTHWEST CORNER OF WEST JENNIE LEE ADDITION DIVISION NO. 17, INSTRUMENT NO. 822771; THENCE ALONG THE SOUTH LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 17, SOUTH 89°27'28" EAST 674.94 FEET TO THE SOUTHEAST CORNER OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 17; THENCE ALONG THE WEST LINE OF KEYSTONE ADDITION DIVISION NO. 1 - 1st AMENDED, INSTRUMENT NO. 982317, SOUTH 00°04'50" EAST 34.69 FEET TO THE SOUTHWEST CORNER OF SAID KEYSTONE ADDITION DIVISION NO. 1; THENCE ALONG THE SOUTH LINE OF SAID KEYSTONE ADDITION DIVISION NO. 1 THE FOLLOWING THREE (3) COURSES; (1) SOUTH 89°28'10" EAST 114.28 FEET TO A POINT OF TANGENCY OF A 532.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH RADIUS BEARS NORTH 00°31'52" EAST; (2) THENCE 337.72 FEET ALONG THE ARC OF SAID 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°15'20" AND A LONG CHORD THAT BEARS NORTH 78°34'12" EAST 335.41 FEET TO A POINT OF REVERSE CURVATURE OF A 717.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 22°43'28" EAST; (3) THENCE 220.37 FEET ALONG THE ARC OF SAID 717.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°46'48" AND A LONG CHORD THAT BEARS NORTH 77°39'57" EAST 258.85 FEET TO THE WEST LINE OF WEST JENNIE LEE ADDITION DIVISION NO. 18, INSTRUMENT NO. 859678; THENCE ALONG SAID WEST LINE, SOUTH 02°08'50" EAST 34.86 FEET TO A POINT OF NON-TANGENCY OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST OF WHICH RADIUS BEARS SOUTH 01°48'32" EAST; THENCE CONTINUING ALONG SAID WEST LINE, 32.28 FEET ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 92°28'00" AND A LONG CHORD THAT BEARS SOUTH 45°36'02" EAST 28.87 FEET TO THE SOUTH LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 18; THENCE ALONG SAID SOUTH THE FOLLOWING FOUR (4) COURSES; (1) THENCE NORTH 89°52'43" EAST 60.00 FEET; (2) THENCE NORTH 00°55'01" EAST 10.33 FEET TO A POINT OF TANGENCY OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 89°04'59" EAST; (3) THENCE 31.27 FEET ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°34'33" AND A LONG CHORD THAT BEARS NORTH 43°42'17" EAST 28.18 FEET; (4) THENCE SOUTH 89°30'27" EAST 232.54 FEET TO THE WEST LINE OF WEST JENNIE LEE ADDITION DIVISION NO. 11, INSTRUMENT NO. 561935; THENCE ALONG SAID WEST LINE, SOUTH 00°00'24" WEST 900.00 FEET; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 89°11'24" EAST 23.20 FEET; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00°03'48" WEST 50.00 FEET TO THE NORTHEAST CORNER OF WARRANTY DEED, INSTRUMENT NO. 1483174; THENCE ALONG THE NORTH LINE OF SAID WARRANTY DEED, NORTH 89°11'24" WEST 5.01 FEET; THENCE ALONG THE WEST LINE OF SAID WARRANTY DEED, SOUTH 00°03'32" WEST 118.24 FEET TO THE NORTH LINE OF WARRANTY DEED, INSTRUMENT NO. 1462463; THENCE ALONG SAID NORTH LINE, NORTH 89°31'58" WEST 154.83 FEET; THENCE ALONG THE WEST LINE OF SAID WARRANTY DEED, SOUTH 00°00'00" EAST 185.68 FEET TO THE LATITUDINAL CENTERLINE OF SECTION 29; THENCE ALONG SAID LATITUDINAL CENTERLINE, NORTH 89°22'20" WEST 1908.26 FEET; THENCE NORTH 00°30'08" EAST 32.38 FEET; THENCE NORTH 89°31'22" WEST 33.28 FEET; THENCE NORTH 89°41'57" WEST 155.72 FEET TO A POINT OF TANGENCY OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST OF WHICH RADIUS BEARS NORTH 00°18'03" EAST; THENCE 31.27 FEET ALONG SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°33'00" AND A LONG CHORD THAT BEARS NORTH 44°54'27" WEST 28.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH HOLMES AVENUE; THENCE ALONG SAID WEST LINE THE FOLLOWING SEVEN (7) COURSES; (1) THENCE NORTH 00°08'57" WEST 559.78 FEET; (2) NORTH 45°08'32" EAST 28.40 FEET; (3) THENCE SOUTH 89°36'03" EAST 5.01 FEET; (4) THENCE NORTH 00°24'02" EAST 50.00 FEET; (5) THENCE NORTH 89°36'03" WEST 5.00 FEET; (6) THENCE NORTH 44°51'29" WEST 29.44 FEET; (7) THENCE NORTH 00°08'57" WEST 250.68 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 60.833 ACRES.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ADAMS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS WASATCH APPLE SUBDIVISION, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

PROFESSIONAL LAND SURVEYOR — 12457 — 7-28-22 — STATE OF IDAHO — CHRISTOPHER ADAMS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED WPP APPLE LAND, LLC, A UTAH 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 WASATCH APPLE SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 4 AND 5 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS C.A.E.; THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED C.A.E. HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED C.A.E. HOLDERS AND SAID BENEFITED C.A.E. HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS C.A.E.

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES 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, PERMITTEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS 11 DAY OF July, 2022

WPP APPLE LAND, LLC (OWNER)
A UTAH LIMITED LIABILITY COMPANY

BY: DELL LOY HANSEN, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH :SS.
COUNTY OF Cache

ON THIS 11 DAY OF July 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DELL LOY HANSEN, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF THE LIMITED LIABILITY COMPANY OF WPP APPLE LAND, LLC. AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF UTAH
RESIDING IN Cache COUNTY, UTAH
COMMISSION EXPIRATION DATE: 4/29/24

NATHAN EDWARDS
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 04/29/2024
Commission # 711687

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223
HORROCKS ENGINEERS

Memorandum

File #: 24-320 **City Council Meeting**

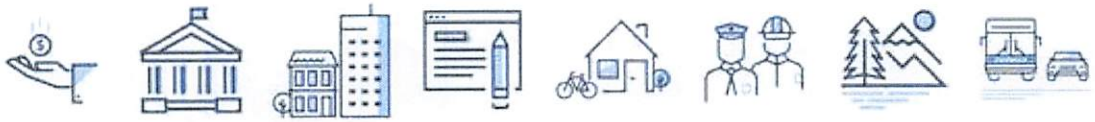
FROM: Bear Prairie, General Manager
DATE: Friday, August 30, 2024
DEPARTMENT: Idaho Falls Power

Subject
Orchard Park Energy Net-Metering Pilot Project - Power Sales Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve this Power Sales Agreement with Orchard Park Energy as a first-of-kind Net-Metering Pilot Project and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Orchard Park Energy LLC. has developed an innovative solar and battery system that will help them decrease or avoid pulling electrical power from Idaho Falls Power's (IFP's) distribution system during peak hours of the day. Where IFP does not generate sufficient electrical energy to meet customer demand during peak hours, IFP must purchase additional electricity on the open market. Orchard Park Energy's storage and generation will help lower its demand during peak periods, which will benefit all IFP customers by lowering the high-cost market purchases that IFP must make. This agreement establishes the terms and conditions under which IFP will agree to purchase Orchard Park Energy's excess energy and charge for Orchard Park Energy's consumption of IFP energy. The term of the Agreement is for ten (10) years, with an option to terminate, including in the case that IFP adopts a generally available net-metering option for all its customers.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

The action supports our readiness for alternate energy solutions promoting community sustainability objectives. This action also supports IFP's Strategic Plan for energy sustainability.

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

September 12, 2024
Approved 6-0

Fiscal Impact
N/A

Legal Review
The City Legal Department concurs that this action is appropriate.

AMENDMENT TO

POWER SALES AGREEMENT
(Net Metering Pilot Project)

THIS AMENDMENT TO THE POWER SALES AGREEMENT BETWEEN CITY OF, IDAHO FALLS AND Orchard Park Apartments (hereinafter "Amended Agreement"), is made this ____ day of _____ ("Effective Date"), by and between the City of Idaho Falls, Idaho, dba Idaho Falls Power ("IFP"), a municipal corporation of the State of Idaho, whose address is 140 S. Capital Ave., Idaho Falls, Idaho 83402 and Orchard Park Energy LLC, ("Customer") a Utah Limited Liability company whose address is 299 S Main Street Suite 2400, Salt Lake City, Utah 84111. IFP and the Customer are sometimes referred to in this Agreement collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Parties entered into a prior agreement dated September 12, 2024 ("Original Agreement"); and

WHEREAS, energy rates often fluctuate and require IFP to reassess and reevaluate its rates for its customers; and

WHEREAS, IFP has experienced recent changes in market rates; and

WHEREAS, Parties have previously discussed this change in rates and are in agreement that the rate changes for this Amended Agreement still benefit Customer in this current market; and

WHEREAS, this Amended Agreement will only make minor changes to the Original Agreement, and all other provisions, terms and conditions of the Original Agreement shall remain in full effect and force.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amended Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rate adjustments shall be made to the Original Agreement's Section 5, which is entitled "BILLING METHODOLOGY." The enforcement date for these rate adjustments shall be enforced on October 1, 2026. Prior to that date, the rates as indicated in the Original Agreement shall control. New language for that section is set forth below.

   Customer shall be charged for the Net Energy supplied by IFP each Billing Period using the following rates:

   Energy Rates:
   Peak Hours $0.0910 Per kWh
   Non-Peak Hours$ $0.040 Per kWh
   Demand Rates:
   Peak hours $22.00 Per kW
   Non-Peak $6.00 Per kW

IFP shall have authority to adjust Energy and Demand Rates from time to time, without approval from City Council, as deemed appropriate by IFP pursuant to changes and fluctuation in the market. If IFP exercises its authority to adjust Energy and Demand Rates, it shall provide Customer with thirty (30) days' notice of its intent to effectuate such rate change.

IFP shall aggregate from each Service Point on Customer's Premises to determine the Net Energy supplied to Customer and issue a single electrical bill for the Premises. Customer shall not resell power supplied to Customer by IFP nor shall Customer violate the terms of Idaho Falls City Code § 8-5-9.

Nothing in this paragraph shall prohibit Customer from passthrough billing electrical charges to its tenants, provided that Customer's passthrough bill shall not charge any tenant an electrical charge that would exceed what the tenant would pay to IFP if the tenant was a direct customer of IFP under the service policy that determines their appropriate customer rate class.

Where Customer's generation exceeds the electricity supplied by IFP during a billing period, IFP shall credit Customer for energy delivered to IFP during the billing period for the net energy that flowed into IFP's electrical supply system following the same rate and methodology as the current net metered rate class and policy for standard net metered customers.

IFP reserves the right to modify these rates at any time in the future with three (3) months' notice to the Customer.

IFP reserves the right to add a third time period that can be named solar hours which would run from 0900 - 1700 Mountain Time in which this would be the lowest priced period in the time-of-day segments. This could be used to ensure battery charging is accomplished in the most cost-effective time for IFP and its other customers to enable this Pilot rate structure to gain the maximum benefit through efficient dispatch of the distributed resources owned and operated by the Customer.

Net-metered energy will be netted in the time segment of the time-of-day rate. The Customer is eligible to charge and discharge the battery systems from and into IFP's grid. In the event that more energy is sold to IFP on a net basis than is consumed by the development in any billing period this energy will be purchased by IFP at the standard net-metering rate defined for other net-metering customers. Currently this rate is the wholesale market price for the Mid-Columbia for that period in time.

2. A new Section 21 shall be added to the Original Agreement as follows:

ANTI-BOYCOTT OF CERTAIN SECTORS.

Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and Customer employs ten (10) or more persons, Customer certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale,

or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this Section that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.

3. Except as amended by this Amended Agreement, the Original Agreement remains in full force and effect. In the event this Amended Agreement and the Original Agreement conflict, the Agreement shall control.

[Intentionally Left Blank - Signature Page to Follow]

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

"IFP"
City of Idaho Falls, Idaho, dba Idaho Falls Power

By:
Mayor, City of Idaho FalIs, Idaho

Date:

STATE OF IDAHO)
ss.
County of Bonneville)

"Customer"
Orchard Park Energy LLC

By:

Date:

STATE OF UTAH)
ss.
County of Salt Lake)

Memorandum

File #: 26-359 **City Council**

DATE: Thursday, September 17, 2026
AGENDA: Regular
FROM: Linda Lundquist, City Clerk
DEPARTMENT: Mayor's Office

Title
Ordinance Amending Title 4, Chapter 12, Section 7, Itinerant Merchant License

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

Action(s) Requested:
Adopt the Ordinance amending Title 4, Chapter 12, Section 7 under a suspension of the rules requiring three complete readings, and request that it be read by title and published by summary (or take other action deemed appropriate).

Description, Background Information, Purpose:
The proposed Ordinance eliminates the licensing and bonding requirements for itinerant merchants (persons or businesses selling or offering to sell goods, wares, merchandise, or services from non-permanent structures) who are approved by the Director of Parks & Recreation to participate in their Special Events, thereby reducing costs and administrative oversight while providing greater flexibility in vendor management.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 4, CHAPTER 12, SECTION 7 TO PROVIDE AN EXCEPTION TO THE ITINERANT MERCHANT LICENSE REQUIREMENT FOR SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; CODIFICATION; PUBLICATION BY SUMMARY; AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City Code Title 4, Chapter 12, requires an itinerant merchant license for persons and businesses selling or offering to sell goods, wares, merchandise, or services from non-permanent structures for less than ninety days from such location; and

WHEREAS, under the current City Code, the requirement to obtain an itinerant merchant applies to people or businesses selling or offering to sell goods, wares, merchandise, or services at locations for which there is a Special Event approved by the Director of Parks and Recreation; and

WHEREAS, the license and bond requirement for an itinerant merchant can be cost prohibitive for persons and businesses who intend to sell items only for the limited days of a Special Event; and

WHEREAS, City Council desires to remove this cost barrier for those participating in Special Events.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1: Title 4, Chapter 12, Section 7 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-12-7: EXCEPTIONS: The itinerant merchant licensing and bonding requirements of this Chapter shall not apply to the following:

(A) Sales conducted pursuant to court order;

(B) The sale of Christmas trees;

(C) Garage sales;

(D) The sale of goods, wares, merchandise or services by any student group or religious, philanthropic or charitable organization exempt from taxation under 26 U.S.C. Section 501 and which has a local charter or sponsor located in the City;

(E) The sale of any goods, wares, merchandise or services by any person or organization appropriately licensed under any other provision of the City Code; ~~or~~

(F) The sale of goods, wares or merchandise to a business establishment that intends to offer those items for resale.

(G) The sale of fresh fruits, vegetables, and agricultural products~~.~~; or

(H) The sale of goods, wares, merchandise, or services at a Special Event as defined in Title 8, Chapter 3 of this Code.

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 3. Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication and Effective Date. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect upon its passage, approval, and publication in accordance with law.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, _____.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

LINDA LUNDQUIST, CITY CLERK LISA M. BURTENSHAW, MAYOR

(SEAL)

STATE OF IDAHO)

) ss:

COUNTY OF BONNEVILLE)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 4, CHAPTER 12, SECTION 7 TO PROVIDE AN EXCEPTION TO THE ITINERANT MERCHANT LICENSE REQUIREMENT FOR SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; CODIFICATION; PUBLICATION BY SUMMARY; AND ESTABLISHING EFFECTIVE DATE."

A copy of the full text of the ordinance is available at City Hall.

_____

LINDA LUNDQUIST, CITY CLERK

(SEAL)

Memorandum

File #: 26-360 **City Council**

DATE: Thursday, September 17, 2026
AGENDA: Regular
FROM: Linda Lundquist, City Clerk
DEPARTMENT: Mayor's Office

Title
Ordinance Amending Title 4, Chapter 15, Sections 5, 6 and 11, Public Transportation Operator License

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

Action(s) Requested:
Adopt the Ordinance amending Title 4, Chapter 15, Sections 5, 6, and 11 under suspension of the rules requiring three complete readings and request that it be read by title and published by summary (or take other action deemed appropriate).

Description, Background Information, Purpose:
The proposed Ordinance requires a person to obtain a Public Transportation Operator's License effective for two years and make the expiration of such licenses coincide with the requirement for obtaining a full set of fingerprints, thereby reducing costs, lessening confusion, and making it easier for operators to comply with City Code.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 4, CHAPTER 15, SECTIONS 5, 6, AND 11 TO CHANGE THE EXPIRATION DATE FOR PUBLIC TRANSPORTATION OPERATOR'S LICENSES FROM ONE TO TWO YEARS; REQUIRE A FULL SET OF FINGERPRINTS FOR EACH APPLICATION; PROVIDE FOR THE PHASING IN OF CURRENT LICENSE HOLDERS; AND PROVIDING THAT PHOTO IDENTIFICATION SHALL SERVE AS PROOF OF LICENSE; AND PROVIDING FOR SEVERABILITY; CODIFICATION; PUBLICATION BY SUMMARY; AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Title 4, Chapter 15 of the City Code currently requires a person to renew a Public Transportation Operator's license every year but requires fingerprinting as part of the renewal application process only every three years; and

WHEREAS, the disjoint between the annual requirement and the three-year fingerprinting requirement has led to confusion as to when a Public Transportation Operator's license expires; and

WHEREAS, operators are required to display City-issued photo identification and, in addition, must have their Public Transportation Operator's license available for inspection upon request; and

WHEREAS, making the City-issued photo identification serve as the Public Transportation Operator's license would reduce costs for the City and make it easier for operators to comply with the requirements of the City Code: and

WHEREAS, City Council desires to make Public Transportation Operator's licenses effective for two years and make the expiration of such licenses coincide with the requirement for obtaining a full set of fingerprints.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1: Title 4, Chapter 15, Section 5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-15-5: APPLICATION. Every person, before providing Public Transportation Service, shall apply to the City for a Public Transportation Operator's license or Public Transportation Owner's license, as required by this Chapter, on the application form furnished by the City. Every applicant shall supply all information requested on the application form, which shall, among other things, include the full name, date of birth, and residential address of the applicant. The application also shall state whether the applicant holds a valid, unrevoked driver's license issued by the State and

the class of such driver's license. ~~The~~An applicant for a Public Transportation Operator's license shall consent to being photographed and fingerprinted as a condition for issuance of a license. Except as set forth in Section 6 of this Chapter, ~~Every~~ every applicant for a Public Transportation Operator's license shall supply a full set of fingerprints with every application~~, except that fingerprints will not be required for any license renewal that occurs within three (3) years of the latest submittal of fingerprints by the applicant~~. It shall be applicant's responsibility to pay for the actual cost or fee of fingerprinting. The application shall be verified by the applicant before a person authorized to administer oaths. The application shall be submitted to the Clerk together with a nonrefundable application fee in an amount set from time to time by Resolution of the Council.

The City, upon receipt of a completed application form, fingerprints, payment of the proper Public Transportation Service license fees, and other required information, as specified, and upon compliance with the requirements of this Chapter, shall issue a Public Transportation Operator's license or a Public Transportation Owner's license.

SECTION 2: Title 4, Chapter 15, Section 6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-15-6: LICENSE FEES. Any person providing Public Transportation Service shall pay an annual Public Transportation Service Operator's or Owner's license fee in an amount set from time to time by Resolution of the Council. ~~An issued~~For a Public Transportation Service Operator's license issued after October 1st, 2026, such license shall expire two (2) years ~~one (1) year~~ from the date that the license is issued. Any person who has an unexpired Public Transportation Service Operator's license as of October 1st, 2026, shall be entitled to renew such license on an annual basis without being required to submit a full set of fingerprints, but such entitlement shall not extend for more than three years after the person was last required to provide a full set of fingerprints. An issued Public Transportation Service Owner's license shall expire on the 31st of December of the year that the license is issued.

SECTION 3: Title 4, Chapter 15, Section 6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-15-11: OPERATOR'S PHOTO IDENTIFICATION TO BE PROMINENTLY DISPLAYED. Any person providing Public Transportation Service shall display their City-issued photo identification in a place where it can be seen by every passenger at all times while such service is being provided. Such photo-identification shall also serve as proof of the person's Public Transportation Operator's license and shall list the license's expiration date.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 5. Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 6. Publication and Effective Date. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect upon its passage, approval, and publication in accordance with law.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, _____.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

LINDA LUNDQUIST, CITY CLERK LISA M. BURTENSHAW, MAYOR

(SEAL)

STATE OF IDAHO)

) ss:

COUNTY OF BONNEVILLE)

I, LINDA LUNDQUIST, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 4, CHAPTER 15, SECTIONS 5, 6, AND 11 TO CHANGE THE EXPIRATION DATE FOR PUBLIC TRANSPORTATION OPERATOR'S LICENSES FROM ONE TO TWO YEARS; REQUIRE A FULL SET OF FINGERPRINTS FOR EACH APPLICATION; PROVIDE FOR THE PHASING IN OF CURRENT LICENSE HOLDERS; AND PROVIDING THAT PHOTO IDENTIFICATION SHALL SERVE AS PROOF OF LICENSE; AND PROVIDING FOR SEVERABILITY; CODIFICATION; PUBLICATION BY SUMMARY; AND ESTABLISHING EFFECTIVE DATE."

A copy of the full text of the ordinance is available at City Hall.

_____

LINDA LUNDQUIST, CITY CLERK

(SEAL)

Memorandum

File #: 26-376 **City Council**

DATE: Tuesday, September 22, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

Title
Provide staff direction regarding Planned Unit Development (PUD) from the Comprehensive Zoning Code.

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

Action(s) Requested:

Reaffirm the August 27, 2026, City Council direction to Community Development Services staff to rescind the PUD ordinance or provide direction to staff to take other action such as preparing amendments to the PUD Ordinance, changing staff reports and/or the presentation process (or take other action deemed appropriate).

Description, Background Information, Purpose:
On August 27, 2026, City Council directed staff to prepare an Ordinance to rescind the PUD Ordinance. The Council discussed other alternatives to a full rescission at its September 21, 2026, work session. The Planned Unit Development (PUD) provisions were established to provide flexibility in the development and design of projects that may not otherwise be accommodated through traditional zoning regulations. PUDs can allow for a combination of land uses, alternative development standards, and customized site design in exchange for an overall development plan that provides specific benefits or amenities.

This item has been reviewed by the City's Legal.

Memorandum

File #: 26-352 **City Council**

DATE: Monday, September 14, 2026
FROM: Wade Sanner, Director; on behalf of the Idaho Falls Redevelopment Agency
AGENDA: Regular
DEPARTMENT: Community Development Services

Title
Legislative Hearing for Consideration of an Ordinance approving the Urban Renewal Plan for the Willow Creek Urban Renewal Project.

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

Action(s) Requested:
Approve the Ordinance approving the Urban Renewal Plan for the Willow Creek Urban Renewal Project and revenue allocation area under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information, Purpose:
Attached for consideration is the ordinance approving the Urban Renewal Plan for the Willow Creek Urban Renewal Project. The ordinance includes several exhibits:

1. The resolution of the Planning and Zoning Commission for the City of Idaho Falls, Idaho, validating conformity of the Urban Renewal Plan for the First Amendment to the Willow Creek Urban Renewal Project with the City of Idaho Falls' Comprehensive Plan
2. Legal Notice for the City Council Meeting
3. Willow Creek Urban Renewal Plan
4. Willow Creek Ordinance summary
5. Willow Creek Ordinance

Required notification and summary of the plan has been provided to the appropriate taxing entities. The plan included with the ordinance contains an outline of potential projects which may be completed with tax incrementing financing (TIF) funds and a financial feasibility study demonstrating that the expected tax revenues can cover the costs of the projects. Approval of the ordinance is the final step in the creation of the district, which will allow for TIF to be used to incentivize and assist redevelopment of the area. The Idaho Falls

Redevelopment Agency (IFRA) Board approved the plan by resolution at its May 21, 2026, meeting. This is anticipated to be a 20-year plan, the maximum allowed by State Statute.

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

CITY OF IDAHO FALLS

BY THE PLANNING COMMISSION

RESOLUTION OF THE PLANNING COMMISSION FOR THE CITY OF IDAHO FALLS, IDAHO, VALIDATING CONFORMITY OF THE URBAN RENEWAL PLAN FOR THE WILLOW CREEK URBAN RENEWAL PROJECT WITH THE CITY OF IDAHO FALLS' COMPREHENSIVE PLAN

WHEREAS, the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (hereinafter "Agency"), the duly constituted and authorized urban renewal agency of the City of Idaho Falls, Idaho (the "City"), has submitted the proposed Urban Renewal Plan for the Willow Creek Urban Renewal Project (the "Plan") to the City; and

WHEREAS, the Mayor and the Idaho Falls City Council referred the Plan to the City Planning Commission for review and recommendations concerning the conformity of said Plan with the City's Comprehensive Plan, as amended (the "Comprehensive Plan"); and

WHEREAS, the staff of the City Planning Commission has reviewed said Plan and has determined that it is in all respects in conformity with the Comprehensive Plan; and

WHEREAS, on August 4, 2026, the City Planning Commission met to consider whether the Plan conforms with the Comprehensive Plan as required by Idaho Code § 50-2008(b); and

WHEREAS, the City Planning Commission has reviewed said Plan in view of the Comprehensive Plan; and

WHEREAS, the City Planning Commission has determined that the Plan is in all respects in conformity with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION FOR THE CITY OF IDAHO FALLS, IDAHO:

Section 1. That the Plan, submitted by the Agency and referred to this Commission by the Mayor and City Council for review, is in all respects in conformity with the City's Comprehensive Plan.

Section 2. That **Exhibit A**, outlining the findings supporting the determination that the Plan is in conformity with the City's Comprehensive Plan, is hereby adopted and incorporated as part of this Resolution.

Section 3. That the Chair of the Planning Commission is hereby authorized and directed to provide the Mayor and City Council with a signed copy of this Resolution relating to said Plan.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Planning Commission of the City of Idaho Falls, Idaho, this 4th day of August 2026..

APPROVED:	**ATTEST:**
Forrest Ihler, Chair Planning Commission	Planning Director, Planning Commission

4926-3262-0917, v. 1

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IDAHO FALLS, ID 83405

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
771000	NOTICE OF SPECIAL ME	08/21/26	09/11/26	4	$981.95

VERIFIED

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount:	**$0.00**
Surcharge:	**$0.00**
Credits:	**$0.00**

Gross:**$981.95**
Paid Amount:**$0.00**

Amount Due:**$981.95**

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AD# 771000AD#

NOTICE OF SPECIAL MEETING AND PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, TO CONSIDER THE URBAN RENEWAL PLAN FOR THE WILLOW CREEK URBAN RENEWAL PROJEC OF THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY

NOTICE IS HEREBY GIVEN that on Thursday, September 24, 2026, at 6:30 p.m. in the City Council Chambers, City Annex Building, 680 Park Avenue, Idaho Falls, Idaho, the City Council of the City of Idaho Falls, Idaho (the "City") will hold, during its special meeting, a public hearing to consider for adoption the proposed Urban Renewal Plan for the Willow Creek Urban Renewal Project (the "Plan"), of the Urban Renewal Agency of the City of Idaho Falls, Idaho, also knows as the Idaho Falls Redevelopment Agency ("Agency"). The urban renewal and revenue allocation area boundary is coterminous and is hereinafter described. The Plan proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended. The Plan being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended, that will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2026, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the Plan. Following the public hearing, on September 24, 2026, the City Council may also consider the ordinance readings and/or final consideration of the ordinance consistent with the City's ordinance approval process.

The general scope and objectives of the Plan are:

a. The preparation of sites, particularly related to basalt removal/remediation and structural fill throughout the Project Area, for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and industrial uses;

b. Basalt removal/remediation and structural fill throughout the Project Area for the installation and construction of rights-of-way and utility trenching for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and hospitality industrial uses;

c. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

d. The engineering, design, installation, construction, and/or reconstruction of the transportation network within the Project Area, including all streets and streetscapes within the Project Area, with a focus on improvements to Holmes Avenue, Anderson Street, and related pedestrian and bicycle facilities, sidewalk, curb and gutter, intersection improvements, road widenings, and traffic signals (if needed), and the engineering, design, installation, and construction of new public rights-of-way throughout the Project Area to support access and connectivity within the Project Area and future development.

e. The engineering, design, installation, construction and/or reconstruction of sidewalks and related pedestrian and bicycle facilities, curb, gutter and streetscapes throughout the Project Area, which for purposes of this Plan, the term streetscapes include sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between the curb and right-of-way line, and other public improvements, including multi-use pathways with landscape buffers and public open spaces and recreation areas;

f. The engineering, design, relocation, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water capacity improvements, including to increase fire flows, water storage upgrades, water pressure upgrades, wastewater system improvements and upgrades, including extension of the wastewater collection system, lift stations, and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities. To the extent construction of utilities outside of the Project Area are identified, such improvements are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

g. Removal, burying, and/or relocation of overhead utilities and power poles; removal or relocation of underground utilities; improvement of irrigation canals and drainage ditches and laterals; and undergrounding or piping of laterals;

h. The acquisition of real property for public right-of-way and streetscape improvements, utility undergrounding, extension, upgrades, pedestrian facilities, pathways and trails, to decrease underutilized parcels and create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers for qualified developments;

i. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;

j. The management of any property acquired by and under the ownership and control of the Agency;

k. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan, and funding of any planning studies, including a traffic study;

l. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to mixed-use commercial, retail, office, and industrial projects;

m. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, traffic studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

n. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;

o. Other related improvements to those set forth above as further set forth in Attachment 5.

Any such land uses as described in the Plan will be in conformance with zoning for the City and the City's Comprehensive Plan, as amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Plan identifies various public and private improvements which may be made within the Project Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is generally described as follows:

An area within the City consisting of approximately 100 acres in size, generally located in the northern part of the City and west of Holmes Avenue and north of Anderson Street. Intermountain Business and Technology Park Subdivision forms the western boundary of the Project Area and Revenue Allocation Area. The eastern boundary is the east right-of-way line of Holmes Avenue. Anderson Street, including the right-of-way, is the southern boundary and the northern boundary is the south property lines of the privately owned parcels lying south of Stanley Avenue.

The Project Area and Revenue Allocation Area is more particularly described as follows:

URBAN RENEWAL DISTRICT BOUNDARY DESCRIPTION
PORTIONS OF SECTION 7, 8, 17 AND 18, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN
(PARCEL 1)

BEGINNING AT A POINT THAT IS N.00°07'48"W. ALONG THE SECTION LINE 650.57 FEET AND S.89°51'06"W. 39.98 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE AND LIES IN SAID SECTION 7; RUNNING THENCE N.68°43'50"E. 85.83 FEET TO A POINT IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN AND THE WEST BOUNDARY LINE OF SPRINGFIELD ADDITION, DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NO. 1441211, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 2 OF SPENCER ADDITION, DIVISION NO. 1, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°04'57"E. 52.99 FEET; THENCE SOUTHERLY INTO SAID SECTION 8 TO THE LEFT ALONG SAID WEST BOUNDARY LINE CURVE OF SAID SPRINGFIELD ADDITION, DIVISION NO. 1 A DISTANCE OF 52.99 FEET THROUGH A CENTRAL ANGLE OF 00°01'32" TO THE EAST RIGHT-OF-WAY LINE OF SAID NORTH HOLMES AVENUE, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°15'20"W. 1343.74 FEET; THENCE TO THE LEFT ALONG SAID CURVE 1343.74 FEET THROUGH A CENTRAL ANGLE OF 00°39'01"; THENCE S.00°34'37"W. ALONG SAID EAST RIGHT-OF-WAY LINE EXTENDED 1917.32 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE INTO SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING THREE (3) COURSES: (1) THENCE 00°34'37"W. 62.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST ANDERSON ROAD; (2) THENCE N.89°10'05"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE 1797 FEET TO A POINT OF CURVE WITH A RADIUS OF 22.00 FEET AND A CHORD BEARING S.45°39'50"W. 31.20 FEET; (3) THENCE TO THE LEFT ALONG SAID SOUTH RIGHT-OF-WAY LINE CURVE 34.64 FEET THROUGH A CENTRAL ANGLE OF 90°20'10" TO THE EAST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT OF COMPOUND CURVE WITH A RADIUS OF 62.00 FEET AND A CHORD BEARING S.07°27'21"E. 17.15 FEET; THENCE TO THE LEFT ALONG SAID EAST RIGHT-OF-WAY LINE COMPOUND CURVE 17.21 FEET THROUGH A CENTRAL ANGLE OF 15°54'12"; THENCE S.15°24'27"E. ALONG SAID EAST RIGHT-OF-WAY LINE 15.48 FEET; THENCE N.89°43'10"W. 49.14 FEET INTO SECTION 18, TOWNSHIP 2 NORTH, RANGE 38 EAST TO THE NORTHEAST CORNER OF BLOCK 1, MAYFLOWER ADDITION, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°43'10"W. ALONG THE NORTH LINE OF SAID MAYFLOWER ADDITION 167.77 FEET; THENCE N.00°18'02"E. 33.38 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID EAST ANDERSON ROAD; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE S.86°32'31"W. 140.47 FEET TO A POINT OF CURVE WITH A RADIUS OF 2054.00 FEET AND A CHORD BEARING S.87°54'24"W. 97.82 FEET; (2) THENCE TO THE RIGHT ALONG SAID CURVE 97.83 FEET THROUGH A CENTRAL ANGLE OF 02°43'44"; (3) THENCE S.89°16'15"W. 154.24 FEET; (4) THENCE N.89°05'37"W. 420.34 FEET TO A POINT OF CURVE WITH A RADIUS OF 5042.00 FEET AND A CHORD BEARING N.89°43'12"W. 177.64 FEET; (5) THENCE TO THE RIGHT ALONG SAID CURVE 177.64 FEET THROUGH A CENTRAL ANGLE OF 02°01'07"; (6) THENCE N.88°42'38"W. 280.79 FEET; THENCE N.67°58'14"E. 172. 48 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE INTO SAID SECTION 7 THE FOLLOWING TEN (10) COURSES: (1) THENCE N.00°25'05"E. ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 A DISTANCE OF 2617.01 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; (2) THENCE N.01°14'02"E. 230.93 FEET; (3) THENCE N.89°52'05"E. 546.53 FEET; (4) THENCE N.00°08'07"W. 85.55 FEET; (5) THENCE N.35°47'53"E. 263.46 FEET; (6) THENCE N.12°06'06"E. 153.00 FEET; (7) THENCE N.00°08'54"W. 49.30 FEET; (8) N.86°17'06"E. 231.40 FEET; (9) THENCE S.00°08'54"E. 63.70 FEET; (10) THENCE N.89°51'06"E. 319.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1

BEGINNING AT A POINT THAT IS S.00°21'59"W. ALONG THE SECTION LINE 500.00 FEET AND N.89°38'01"W. 251.29 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°21'59"W. 100.00 FEET; THENCE S.89°38'01"E. 208.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°32'57"W. 114.61 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 114.61 FEET THROUGH A CENTRAL ANGLE OF 00°03'20"; THENCE S.00°34'37"W. ALONG SAID WEST RIGHT-OF-WAY LINE 85.40 FEET; THENCE N.89°38'01"W. 508.16 FEET; THENCE N.00°21'59"E. 243.52 FEET TO A POINT OF CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING N.79°42'15"E. 305.27 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19'25" TO THE POINT OF BEGINNING.

PARCEL 1 CONTAINING: 96.730 ACRES

The Project Area and Revenue Allocation Area is depicted in the map below.



Copies of the proposed Plan are on file for public inspection and copying at the office of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho, 83405 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, exclusive of holidays. The Plan can also be accessed online at **https://www.idahofallsidaho.gov/420/Documents**. For additional assistance in obtaining a copy of the Plan in the event of business office interruptions, contact the office of the City Clerk at 208-612-8414.

At the hearing date, time, and place noted above (September 24, 2026, at 6:30 p.m.), all persons interested in the above matters may appear and be heard. Written testimony is encouraged. Written testimony must be submitted at least five days prior to the hearing. Oral testimony may be limited to three minutes per person. Additional information regarding attending the meeting and submitting written testimony can be obtained by calling 208-612-8414 or by email **IFClerk@idahofalls.gov**.

Idaho Falls City Annex Building is accessible to persons with disabilities. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assistance by contacting the City twenty-four (24) hours prior to the hearing.

DATED: August 14, 2026.

Linda Lundquist
City Clerk

Published: August 21, & Sept. 11, 2026 (PR10553-771000)



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AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
771000	NOTICE OF SPECIAL ME	08/21/26	09/11/26	4	$981.95

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

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Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$981.95**
Paid Amount:**$0.00**

Amount Due:**$981.95**

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AD# 771000AD#

NOTICE OF SPECIAL MEETING AND PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, TO CONSIDER THE URBAN RENEWAL PLAN FOR THE WILLOW CREEK URBAN RENEWAL PROJEC OF THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY

NOTICE IS HEREBY GIVEN that on Thursday, September 24, 2026, at 6:30 p.m. in the City Council Chambers, City Annex Building, 680 Park Avenue, Idaho Falls, Idaho, the City Council of the City of Idaho Falls, Idaho (the "City") will hold, during its special meeting, a public hearing to consider for adoption the proposed Urban Renewal Plan for the Willow Creek Urban Renewal Project (the "Plan"), of the Urban Renewal Agency of the City of Idaho Falls, Idaho, also knows as the Idaho Falls Redevelopment Agency ("Agency"). The urban renewal and revenue allocation area boundary is coterminous and is hereinafter described. The Plan proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended. The Plan being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended, that will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2026, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the Plan. Following the public hearing, on September 24, 2026, the City Council may also consider the ordinance readings and/or final consideration of the ordinance consistent with the City's ordinance approval process.

The general scope and objectives of the Plan are:

a. The preparation of sites, particularly related to basalt removal/remediation and structural fill throughout the Project Area, for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and industrial uses;

b. Basalt removal/remediation and structural fill throughout the Project Area for the installation and construction of rights-of-way and utility trenching for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and hospitality industrial uses;

c. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

d. The engineering, design, installation, construction, and/or reconstruction of the transportation network within the Project Area, including all streets and streetscapes within the Project Area, with a focus on improvements to Holmes Avenue, Anderson Street, and related pedestrian and bicycle facilities, sidewalk, curb and gutter, intersection improvements, road widenings, and traffic signals (if needed), and the engineering, design, installation, and construction of new public rights-of-way throughout the Project Area to support access and connectivity within the Project Area and future development;

e. The engineering, design, installation, construction and/or reconstruction of sidewalks and related pedestrian and bicycle facilities, curb, gutter and streetscapes throughout the Project Area, which for purposes of this Plan, the term streetscapes include sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between the curb and right-of-way line; and other public improvements, including multi-use pathways with landscape buffers and public open spaces and recreation areas;

f. The engineering, design, relocation, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water capacity improvements, including to increase fire flows, water storage upgrades, water pressure upgrades, wastewater system improvements and upgrades, including extension of the wastewater collection system, lift stations, and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities. To the extent construction of utilities outside of the Project Area are identified, such improvements are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

g. Removal, burying, and/or relocation of overhead utilities and power poles; removal or relocation of underground utilities; improvement of irrigation canals and drainage ditches and laterals; and undergrounding or piping of laterals;

h. The acquisition of real property for public right-of-way and streetscape improvements, utility undergrounding, extension, upgrades, pedestrian facilities, pathways and trails, to decrease underutilized parcels and create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers for qualified developments;

i. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;

j. The management of any property acquired by and under the ownership and control of the Agency;

k. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan, and funding of any planning studies, including a traffic study;

l. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to mixed-use commercial; retail, office, and industrial projects;

m. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, traffic studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

n. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;

o. Other related improvements to those set forth above as further set forth in Attachment 5.

Any such land uses as described in the Plan will be in conformance with zoning for the City and the City's Comprehensive Plan, as amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Plan identifies various public and private improvements which may be made within the Project Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is generally described as follows:

An area within the City consisting of approximately 100 acres in size, generally located in the northern part of the City and west of Holmes Avenue and north of Anderson Street. Intermountain Business and Technology Park Subdivision forms the western boundary of the Project Area and Revenue Allocation Area. The eastern boundary is the east right-of-way line of Holmes Avenue, Anderson Street, including the right-of-way, is the southern boundary and the northern boundary is the south property lines of the privately owned parcels lying south of Stanley Avenue.

The Project Area and Revenue Allocation Area is more particularly described as follows:

URBAN RENEWAL DISTRICT BOUNDARY DESCRIPTION

PORTIONS OF SECTION 7, 8, 17 AND 18, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

(PARCEL 1)

BEGINNING AT A POINT THAT IS N.00°07'48"W. ALONG THE SECTION LINE 650.57 FEET AND S.89°51'06"W. 39.98 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE AND LIES IN SAID SECTION 7; RUNNING THENCE N.68°43'50"E. 85.83 FEET TO A POINT IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN AND THE WEST BOUNDARY LINE OF SPRINGFIELD ADDITION, DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NO. 1441211, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 2 OF SPENCER ADDITION, DIVISION NO. 1, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°04'57"E. 52.99 FEET; THENCE SOUTHERLY INTO SAID SECTION 8 TO THE LEFT ALONG SAID WEST BOUNDARY LINE CURVE OF SAID SPRINGFIELD ADDITION, DIVISION NO. 1 A DISTANCE OF 52.99 FEET THROUGH A CENTRAL ANGLE OF 00°01'32" TO THE EAST RIGHT-OF-WAY LINE OF SAID NORTH HOLMES AVENUE, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°15'20"W. 1343.74 FEET; THENCE TO THE LEFT ALONG SAID CURVE 1343.74 FEET THROUGH A CENTRAL ANGLE OF 00°39'01"; THENCE S.00°34'37"W. ALONG SAID EAST RIGHT-OF-WAY LINE EXTENDED 1917.32 FEET TO THE SOUTH LINE OF SAID SECTION 8, THENCE INTO SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING THREE (3) COURSES: (1) THENCE 00°34'37"W. 62.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST ANDERSON ROAD; (2) THENCE N.89°10'05"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE 17.97 FEET TO A POINT OF CURVE WITH A RADIUS OF 22.00 FEET AND A CHORD BEARING S.45°39'50"W. 31.20 FEET; (3) THENCE TO THE LEFT ALONG SAID SOUTH RIGHT-OF-WAY LINE CURVE 34.69 FEET THROUGH A CENTRAL ANGLE OF 90°20'10" TO THE EAST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT OF COMPOUND CURVE WITH A RADIUS OF 62.00 FEET AND A CHORD BEARING S.07°27'21"E. 17.15 FEET; THENCE TO THE LEFT ALONG SAID EAST RIGHT-OF-WAY LINE COMPOUND CURVE 17.21 FEET THROUGH A CENTRAL ANGLE OF 15°54'12", THENCE S.15°24'27"E. ALONG SAID EAST RIGHT-OF-WAY LINE 15.48 FEET; THENCE N.89°43'10"W. 49.14 FEET INTO SECTION 18, TOWNSHIP 2 NORTH, RANGE 38 EAST TO THE NORTHEAST CORNER OF BLOCK 1, MAYFLOWER ADDITION, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°43'10"W. ALONG THE NORTH LINE OF SAID MAYFLOWER ADDITION 167.77 FEET; THENCE N.00°18'02"E. 33.38 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID EAST ANDERSON ROAD; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE S.86°32'31"W. 140.47 FEET TO A POINT OF CURVE WITH A RADIUS OF 2054.00 FEET AND A CHORD BEARING S.87°54'24"W. 97.82 FEET; (2) THENCE TO THE RIGHT ALONG SAID CURVE 97.83 FEET THROUGH A CENTRAL ANGLE OF 02°43'44"; (3) THENCE S.89°16'15"W. 154.24 FEET; (4) THENCE N.89°05'37"W. 420.34 FEET TO A POINT OF CURVE WITH A RADIUS OF 5042.00 FEET AND A CHORD BEARING N.89°43'12"W. 177.64 FEET; (5) THENCE TO THE RIGHT ALONG SAID CURVE 177.64 FEET THROUGH A CENTRAL ANGLE OF 02°01'07"; (6) THENCE N.88°42'38"W. 280.79 FEET; THENCE N.67°58'14"E. 172. 48 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE INTO SAID SECTION 7 THE FOLLOWING TEN (10) COURSES: (1) THENCE N.00°25'05"E. ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 A DISTANCE OF 2617.01 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; (2) THENCE N.00°24'02"E. 230.93 FEET; (3) THENCE N.89°52'05"E. 546.53 FEET; (4) THENCE N.00°08'07"W. 85.55 FEET; (5) THENCE N.35°47'53"E. 263.46 FEET; (6) THENCE N.12°06'06"E. 153.00 FEET; (7) THENCE N.00°08'54"W. 49.30 FEET; (8) N.86°17'06"E. 231.40 FEET; (9) THENCE S.00°08'54"E. 63.70 FEET; (10) THENCE N.89°51'06"E. 319.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1

BEGINNING AT A POINT THAT IS S.00°21'59"W. ALONG THE SECTION LINE 500.00 FEET AND N.89°38'01"W. 251.29 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°21'59"W. 100.00 FEET; THENCE S.89°38'01"E. 208.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°32'57"W. 114.61 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 114.61 FEET THROUGH A CENTRAL ANGLE OF 00°03'20"; THENCE S.00°34'37"W ALONG SAID WEST RIGHT-OF-WAY LINE 85.40 FEET; THENCE N.89°38'01"W. 508.16 FEET; THENCE N.00°21'59"E. 243.52 FEET TO A POINT OF CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING N.79°42'15"E. 305.27 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19'25" TO THE POINT OF BEGINNING.

PARCEL 1 CONTAINING: 96.730 ACRES

The Project Area and Revenue Allocation Area is depicted in the map below.



Copies of the proposed Plan are on file for public inspection and copying at the office of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho, 83405 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, exclusive of holidays. The Plan can also be accessed online at **https://www.idahofallsidaho.gov/420/Documents**. For additional assistance in obtaining a copy of the Plan in the event of business office interruptions, contact the office of the City Clerk at 208-612-8414.

At the hearing date, time, and place noted above (September 24, 2026, at 6:30 p.m.), all persons interested in the above matters may appear and be heard. Written testimony is encouraged. Written testimony must be submitted at least five days prior to the hearing. Oral testimony may be limited to three minutes per person. Additional information regarding attending the meeting and submitting written testimony can be obtained by calling 208-612-8414 or by email **IFClerk@idahofalls.gov**.

Idaho Falls City Annex Building is accessible to persons with disabilities. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments. Individuals with other disabilities may receive assistance by contacting the City twenty-four (24) hours prior to the hearing.

DATED: August 14, 2026.

Linda Lundquist
City Clerk

Published: August 21, & Sept. 11, 2026 (PR10553-771000)

URBAN RENEWAL PLAN FOR THE
WILLOW CREEK URBAN RENEWAL PROJECT

THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS
A/K/A THE IDAHO FALLS REDEVELOPMENT AGENCY
CITY OF IDAHO FALLS, IDAHO

Ordinance No. _____
Adopted _____
Effective _____

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Attachments

Attachment 1	Boundary Map of Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Private Properties Which May be Acquired by the Agency
Attachment 4	Map Depicting Expected Land Use and Current Zoning Map of the Project Area
Attachment 5	Economic Feasibility Study
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100 INTRODUCTION

This is the Urban Renewal Plan (the "Plan") for the Willow Creek Urban Renewal Project (the "Project") in the City of Idaho Falls (the "City"), state of Idaho. Attachments 1 through 6 attached hereto (collectively, the "Plan Attachments") are incorporated herein and shall be considered a part of this Plan.

The term "Project" is used herein to describe the overall activities defined in this Plan and conforms to the statutory definition of an urban renewal project. Reference is specifically made to Idaho Code §§ 50-2018(10) and 50-2903(14) for the various activities contemplated by the term "Project." Such activities include both private and public development of property within the urban renewal area. The Willow Creek Project Area is also referred to as the "Project Area" or the "Revenue Allocation Area."

This Plan was prepared by the Board of Commissioners (the "Agency Board") of the Urban Renewal Agency of the City of Idaho Falls, also known as the Idaho Falls Redevelopment Authority (the "Agency"), its consultants, and staff, and reviewed and recommended by the Agency pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), and all applicable local laws and ordinances.

Plan Required Information

Idaho Code § 50-2905 identifies what information the Plan must include with specificity as follows:

(1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality.

(2) A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area.

(3) An economic feasibility study.

(4) A detailed list of estimated project costs.

(5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area.

(6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;

(7) A termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan

shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan.

(8) A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets.

This Plan includes the above information with specificity.

The proposed development and redevelopment of the Project Area as described in this Plan conforms to The City of Idaho Falls Comprehensive Plan, *Imagine IF*, (the "Comprehensive Plan"), and adopted by the City Council (the "City Council"). The Agency intends to rely heavily on any applicable City design standards which may cover all or part of the Project Area.

This Plan is subject to the Plan modification limitations and reporting requirements set forth in Idaho Code § 50-2903A. Subject to limited exceptions as set forth in Idaho Code § 50-2903A, if this Plan is modified by City Council ordinance, then the base value for the year immediately following the year in which modification occurs shall include the then current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream.

A modification shall not be deemed to occur when "[t]here is a plan amendment to make technical or ministerial changes to a plan that does not involve an increase in the use of revenues allocated to the agency." Idaho Code § 50-2903A(1)(a)(i). Annual adjustments as more specifically set forth in the Agency's annual budget will be required to account for more/less estimated revenue and project timing, including the specific location and prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not modifications under Idaho Code § 50-2903A.

Further, a modification shall not be deemed to occur when "[t]here is a plan amendment to support growth of an existing commercial or industrial project in an existing revenue allocation area, subject to the provisions of section 50-2905A, Idaho Code." Idaho Code § 50-2903A(1)(a)(iv). The proposed development of the Project Area is a commercial project. Any adjustment to the list of improvements and/or revenue stream to support growth of the proposed commercial project is not a modification under Idaho Code § 50-2903A.

This Plan provides the Agency with powers, duties, and obligations to implement and further the program generally formulated in this Plan for the development, redevelopment, rehabilitation, and revitalization of the area within the boundaries of the Project Area. The Agency retains all powers allowed by the Law and Act. This Plan presents a process and a basic framework within which plan implementation, including contracts, agreements and ancillary documents will be presented and by which tools are provided to the Agency to fashion, develop,

and proceed with plan implementation. The Plan has balanced the need for flexibility over the twenty (20)-year timeframe of the Plan to implement the improvements identified in Attachment 5, with the need for specificity as required by Idaho Code § 50-2905. The Plan narrative addresses the required elements of a plan set forth in Idaho Code § 50-2905(1), (2), (5), (6), (7) and (8). Attachment 5, together with the Plan narrative, meets the specificity requirement for the required plan elements set forth in Idaho Code § 50-2905(2)-(6), recognizing that actual Agency expenditures are prioritized each fiscal year during the required annual budgeting process.

General Plan Objectives

Allowed projects are those activities which comply with the Law and the Act and meet the overall objectives of this Plan. The public-private relationship is crucial in the successful development and redevelopment of the Project Area. Typically, the public will fund enhanced public improvements like utilities, streets, and sidewalks, and remove significant impediments to redevelopment, including basalt removal, which, in turn, establish the necessary infrastructure to support adjacent private investment, which in this case includes mixed-use, commercial, office, retail, multi-family residential, and industrial projects.

The purpose of the Law will be attained through and the major goals of this Plan are:

a. The planning, design, construction and/or reconstruction of public improvements, including installation and construction of rights-of-way within and throughout the Project Area, including streetscape enhancements, such as, curbs, gutters, and sidewalks; reconstruction of rights-of-way and intersection improvements to Holmes Avenue and Anderson Stret, including streetscape enhancements, such as curbs, gutters and sidewalks; removal, burying, or relocation of power poles and overhead utilities; relocation of sewer or water facilities; extension of electrical distribution lines and transformers; improvement of irrigation canals and drainage ditches and laterals;

b. The planning, design, construction and/or reconstruction of water and sewer system improvements, including installation and construction of new infrastructure and/or enhancements to existing infrastructure, within and throughout the Project Area, to establish an internal utility network to support desired development and to enhance and support continuity of service; and planning, design, construction and/or reconstruction of other utility system improvements, including installation and construction of new infrastructure and/or enhancements to existing infrastructure, within and throughout the Project Area.

c. The strengthening of the economic base of the Project Area and the community by the installation of needed public improvements and/or the removal of impediments to development to stimulate new private development providing for greater housing density; retail; office buildings; personal services; industrial; public amenities; increased employment opportunities and economic growth;

d. The provision of adequate land for open space;

e. Property acquisition to support to support the right-of-way network;

f. The elimination of a significant impediment to commercial development of the Project Area, specifically, the removal of certain basalt deposits and replacement of structural fill throughout the Project Area;

g. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

h. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located; and

i. The funding of necessary public infrastructure to accommodate both public and private development.

101 General Procedures of the Agency

The Agency is a public body, corporate and politic, as defined and described under the Law and the Act. The Agency is also governed by its bylaws, as authorized by the Law, and adopted by the Agency. Under the Law, the Agency is governed by the Idaho open meeting law; the Public Records Act; the Ethics in Government Act of 2015, Chapters 1, 2 and 4 of Title 74, Idaho Code; reporting requirements pursuant to Idaho Code §§ 67-450B, 67-1076, 50-2903A and 50-2913; and the competitive bidding requirements under Chapter 28, Title 67, Idaho Code, as well as other procurement or other public improvement delivery methods.

Subject to limited exceptions, the Agency shall conduct all meetings in open session and allow meaningful public input as mandated by the issue considered or by any statutory or regulatory provision.

The Agency may adopt separate policy statements. Any modification to any policy statement is a technical or ministerial adjustment and is not a modification to this Plan under Idaho Code § 50-2903A.

102 Provisions Necessary to Meet State and Local Requirements: Conformance with the Idaho Code Sections 50-2008 and 50-2906

Idaho law requires that the City Council, by resolution, must determine a geographic area be a deteriorated area or a deteriorating area, or a combination thereof, and designate such area

as appropriate for an urban renewal project prior to preparation of an urban renewal plan. A consultant, Renee R. Magee, AICP, was retained to study an approximately 100-acre project area (the "Study Area") and prepare an eligibility report. The Study Area included parcels located within the City limits. The Willow Creek Eligibility Report (the "Report") was submitted to the Agency. The Agency accepted the Report by Agency Resolution No. 2024-08 on August 15, 2024, and thereafter submitted the Report to the City Council for its consideration.

Thereafter, the Study Area was deemed by the City Council to be a deteriorating area and/or a deteriorated area, and therefore, eligible for an urban renewal project by adoption of Resolution No. 2024-18 on September 27, 2024. With the adoption of Resolution No. 2024-18, the City Council declared the Study Area described in the Report to be a deteriorated area and/or a deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project, and directed the Agency to commence preparation of an urban renewal plan.

Under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years. The necessary agricultural operation consents (attached hereto as Attachment 6) have been obtained or will be obtained prior to City Council consideration of the Plan.

The Plan was prepared and submitted to the Agency for its review and approval. The Agency approved the Plan by the adoption of Agency Resolution No. _____ on _____, 2026, and submitted the Plan to the City Council with its recommendation for adoption.

In accordance with the Law, this Plan was submitted to the Planning Commission of the City. After consideration of the Plan, the Commission, by resolution, reported to the City Council that this Plan is in conformity with the City's Comprehensive Plan.

Pursuant to the Law and Act, the City Council having published due notice thereof, a public hearing was held on this Plan. Notice of the hearing was duly published in the *Post Register*, a newspaper having general circulation in the City. The City Council adopted this Plan on _____ __, 2026, by Ordinance No. _____.

103 History and Current Conditions of the Area

This Project Area includes approximately 100 acres[1] generally located in the northern part of the City and west of Holmes Avenue and north of Anderson Street. Intermountain Business and Technology Park Subdivision forms the western boundary of the Project Area. The eastern boundary is the east right-of-way line of Holmes Avenue. Anderson Street, including the right-of-way, is the southern boundary and the northern boundary is the south property lines of the privately owned parcels lying south of Stanley Avenue. Despite development that has occurred surrounding and adjacent to the Project Area, there are conditions within the Project Area that make developing the Project Area challenging.

As set forth in the Report, roughly 68% of the Project Area is vacant and lacking an internal street and utility network. Areas adjacent to the arterial streets, Holmes Avenue and Anderson Street, are currently occupied by commercial, industrial and residential uses. Zoning in the Project Area includes Limited Commercial, Highway Commercial, Industrial and Manufacturing, and Light Manufacturing and Heavy Commercial. These zones contemplate a mix of uses within the Project Area, including, but not limited to commercial, office, retail, multi-family residential, and industrial.

A significant impediment to strategic development is the widespread basalt occurring throughout the Project Area, primarily in the northern and western parts of the Project Area, which at some locations was found at the surface or at depths of one-to-four feet. This geologic condition substantially increases the costs of construction, including the costs of constructing rights-of-ways and underground utilities, and presents a unique challenge to development within the Project Area. The Report further finds that while the Project Area is bounded by two arterials, Holmes Avenue and Anderson Street, and utilities, there is no internal street or public utility network. Public infrastructure improvements are necessary to support desired development consistent with the Comprehensive Plan, including the installation and construction of rights-of way, which includes the streetscapes, such as, curb, gutter, sidewalks, and drainage improvements, and installation and construction of public utilities, primarily water and sewer infrastructure. Improvements to existing facilities are also necessary to remediate dangerous and/or missing sidewalk sections. Adding an interior collector will assist with connecting the Project Area more efficiently to the arterials and will limit the need for private driveways directly loading to arterial streets. Development of the area is further hampered by needed repairs and enhancement to Holmes Avenue and Anderson Street, as well as to the Holmes/Anderson intersection. To ensure water pressure consistency and service, water and sewer mains will also require upgrades and/or looping. Property acquisition may be necessary to support public infrastructure goals. Based on current conditions, development potential within the Project Area is currently restricted due to the widespread basalt and public infrastructure needs.

The Plan proposes site remediation, including basalt removal and structural fill, and installation and improvements to public infrastructure and other publicly owned assets throughout the Project Area, as more specifically set forth in Attachment 5, creating the opportunity to support mixed-use, commercial, office, retail, multi-family residential, and industrial uses consistent with the City's Comprehensive Plan.

[1] Acreage may change upon finalization of Attachments 1 and 2.

The Project Area is underdeveloped and is not being used to its highest and best use due to need for correlation of area with other areas of the municipality by streets and modern traffic requirements; predominance of defective or inadequate street layout; faulty lot layout in relationship to size, adequacy, accessibility, or usefulness; obsolete platting; diversity of ownership; unsuitable topography; age or obsolescence; insanitary or unsafe conditions; outmoded street patterns. The foregoing conditions retard development of the area and result in economic disuse and underdevelopment of the area, and have substantially slowed or delayed development growth in the Project Area.

The preparation and approval of an urban renewal plan, including a revenue allocation financing provision, gives the City additional resources to solve the public infrastructure and development impediment issues in this area. Revenue allocation financing should help to improve the situation. This Plan will help to deliver development outcomes with significant public benefit which the market will not otherwise deliver on its own. In effect, property taxes generated by new developments within the Project Area may be used by the Agency to finance remediation of a site impediment and a variety of needed public improvements and facilities. Finally, development opportunities may increase the tax base, which in turn, could be a factor in lowering taxes, benefiting area residents long-term. The potential for new developments could support a variety of commercial uses, including multi-family residential, office, retail, and industrial projects, which support and add value to the City and to the fabric of the neighborhoods and activity centers in and adjacent to the Project Area.

It is unlikely that individual developers or public partners will take on the prohibitive costs of basalt removal and constructing the necessary infrastructure in the Project Area without the ability of revenue allocation to help offset at least some of these costs. But for urban renewal and revenue allocation financing, the proposed developments within the Project Area would not occur in the near term.

104 Purpose of Activities

Attachment 5 includes the public improvements and other eligible projects list identifying with specificity the proposed public improvements and projects contemplated in the Project Area. For greater specificity, the projects are broken out between the proposed eligible developer public improvements and projects (estimated project costs of $5,275,000.00) and the City/Agency proposed eligible public improvements and projects (estimated project costs of $6,500,000.00). Combined all proposed public improvements and projects are estimated to cost $11,775,000.00 over the life of the Project Area. The projected revenue allocation proceeds are estimated to exceed the costs of the proposed eligible developer public improvements and projects over the duration of the Project Area. The Study projects the developers will advance fund the costs of the proposed eligible developer public improvements and projects, which eligible projects will be subject to reimbursement pursuant to the terms of a to be negotiated owner participation agreement.

The Study further projects revenues not required to be used for reimbursement under an agreement will be accrued by the Agency and used to fund the identified City/Agency projects.

The Study uses two revenue models, the conservative model and the moderate model, which estimates the Project Area could generate approximately $11.9-$13.5 million in revenue allocation proceeds over the duration of the Project Area, should new development occur as contemplated. Under the conservative model, the City/Agency projects may not be fully funded. Any additional unfunded projects identified in the overall project list are not specifically prioritized. These are projects that could be advance funded by developers; have alternative sources of funding; or may be re-prioritized depending on how development occurs within the Project Area. Attachment 5 identifies the estimated location of the proposed projects in the Project Area. The description of activities, public improvements, eligible projects, and the estimated costs of those items are intended to create an outside limit of the Agency's activity. Due to the inherent difficulty in projecting future levy rates, future taxable value, and the future costs of construction, the Agency reserves the right to:

a. change funding amounts from one Project to another.

b. to prioritize or re-prioritize the Projects described in this Plan and the Plan Attachments.

c. Retain flexibility in funding the various activities in order to best meet the Plan and the needs of the Project Area.

d. Retain flexibility in determining whether to use the Agency's funds or funds generated by other sources.

e. Alter the location of proposed improvements set forth in Attachment 5 to support development when it occurs. The information included in Attachment 5 is based on information obtained from property owners/developers and City staff, and presents a proposed, realistic development scenario, projected timeline, and location, recognizing it is difficult to project with any certainty where the improvements will be sited until future new development projects submit plans to the City for design review and permitting.

The Agency intends to discuss and negotiate with any owner or developer of the parcels within the Project Area seeking Agency assistance during the duration of the Plan and Project Area. During such negotiation, the Agency will determine the eligibility of the activities sought for Agency funding, the amount the Agency may fund by way of percentage or other criteria including the need for such assistance. The Agency will also take into account the amount of revenue allocation proceeds estimated to be generated from the developer's activities. The Agency also reserves the right to establish by way of policy, its funding percentage or participation, which would apply to all developers and owners.

Throughout this Plan, there are references to Agency activities, Agency funding, and the development, and contribution of public improvements. Such references do not necessarily constitute a full, final, and formal commitment by the Agency but, rather, grant to the Agency the discretion to participate as stated subject to achieving the objectives of this Plan and provided such activity is deemed eligible under the Law and the Act. The activities listed in Attachment 5

will be determined or prioritized as the overall Project Area develops and through agreements with developers and the City, and/or the Agency's annual budget setting process.

The activities listed in Attachment 5 are not prioritized but are anticipated to be completed as determined by development and available funds. As required by the Law and Act, the Agency will adopt more specific budgets annually. The projected timing of funding is primarily a function of market conditions and the availability of financial resources but is also strategic, considering the timing of private development partnership opportunities and the ability of certain strategic activities to stimulate development at given points in time within the planned 20-year period of the Plan and Project Area.

As noted above, the Study (Attachments 5) has described a list of public improvements, projects and other related activities anticipated to be undertaken by property owners/developers and reimbursed with revenue allocation proceeds with an estimated total cost of approximately $5,275,000.00. The Study has further identified there may be funding capacity for any Agency and City initiated public improvements or projects ranging between $5.4-6.9 million. The Study has concluded the capacity of revenue allocation funds through the term of the Plan based on the projected new development projects and assessed value increases will likely generate an estimated range of $11.9-$13.5 million dollars. The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts predicted in the event higher increases in assessed values occur during the term of the Plan for the improvements and activities identified in Attachment 5 and this Plan. Additionally, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified in Attachment 5 and this Plan.

105 Open Land Criteria

This Plan contemplates Agency acquisition of property within the Project Area, in part, to support parcel assemblage for mixed-use, commercial, office, retail, multi-family residential, and industrial projects. The Project Area is predominantly open, and therefore, the conditions set forth in Idaho Code Section 50-2903(8)(c) must be met. Idaho Code Section 50-2903(8)(c) states: "[a]ny area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas."

The eligibility criteria set forth in Idaho Code Section 50-2903(8)(c) for predominantly open land areas mirror or are the same as those criteria set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b). "Diversity of ownership" is the same, while "obsolete platting" appears to be equivalent to "faulty lot layout in relation to size, adequacy, accessibility, or usefulness." "Deterioration of structures or improvements" is the same or similar to "a substantial number of deteriorated or deteriorating structures" and "deterioration of site or other improvements." There is also an additional qualification that the provisions of Idaho Code Section 50-2008(d) shall apply to open areas.

Idaho Code Section 50-2008 primarily addresses the urban renewal plan approval process and Idaho Code Section 50-2008(d)(4) sets forth certain conditions and findings for agency acquisition of open land. In sum, there is one set of findings if the area of open land is to be acquired and developed for

residential uses and a separate set of findings if the land is to be acquired and developed for nonresidential uses.

Open land areas qualify for Agency acquisition and development for residential uses if the City Council determines there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City, that the need for housing will be increased as a result of the clearance of deteriorated areas, that the conditions of blight in the area and the shortage of decent, safe and sanitary housing contributes to an increase in the spread of disease and crime and constitutes a menace to the public health, safety, morals, or welfare, and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City. Due to the City's expected growth, the need for housing is significant and integral to a successful mixed-use Project Area. Further, the existing zoning designations in the Project Area allow for higher density residential, and the future land use map also shows areas of projected increased residential density.

Open land areas qualify for Agency acquisition and development for nonresidential uses if the City Council determines that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, because of defective or usual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area. All the stated conditions are included in one form or another in the definition of a deteriorated area and/or a deteriorating area set forth in Idaho Code Sections 50-2903(8)(b) and 50-2018(9). The conditions listed only in Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."

The conclusion of this discussion concerning open land areas is that the area qualifies if any of the eligibility conditions set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b) apply. Alternatively, the area under consideration qualifies if any of the conditions listed only in Idaho Code Section 50-2008(d)(4)(2) apply.

The following conditions are found in the Project Area, and have delayed or impaired development of the open land areas and satisfy the open land conditions as more fully supported by the Willow Creek Eligibility Report, prepared by Renee Magee, AICP: predominance of defective or inadequate street layout; faulty lot layout in relationship to size, adequacy, accessibility, or usefulness/obsolete platting; diversity of ownership; outmoded street patterns; age or obsolescence; need for correlation of area with other areas of the municipality by streets and modern traffic requirements; unsuitable topography; insanitary or unsafe conditions; and conditions which retard development of the area; and the foregoing results in economic underdevelopment of the area and economic disuse.

While the Plan anticipates Agency acquisition of property within the Project Area; however, the acquisition of specific parcels is unknown at this time. Should the Agency determine the need to acquire property as further set forth in Attachment 3, then the open land areas in the Project Area qualify for Agency acquisition and development.

200 DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area and the Revenue Allocation Area are shown on the Boundary Map of Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 1 and incorporated herein by reference, and are described in the Legal Description of Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 2 and incorporated herein by reference. For purposes of boundary descriptions and use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way or other natural boundary unless otherwise stated.

300 PROPOSED REDEVELOPMENT ACTIONS

301 General

The Agency proposes to eliminate and prevent the spread of deteriorating conditions and deterioration in the Project Area by employing a strategy to improve and develop public and private lands, and to grow the economy in the Project Area. Implementation of the strategy includes, but is not limited to the following actions:

a. The preparation of sites, particularly related to basalt removal/remediation and structural fill throughout the Project Area, for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and industrial uses;

b. Basalt removal/remediation and structural fill throughout the Project Area for the installation and construction of rights-of-way and utility trenching for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and hospitality industrial uses;

c. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

d. The engineering, design, installation, construction, and/or reconstruction of the transportation network within the Project Area, including all streets and streetscapes within the Project Area, with a focus on improvements to Holmes Avenue, Anderson Street, and related pedestrian and bicycle facilities, sidewalk, curb and gutter, intersection improvements, road widenings, and traffic signals (if needed), and the engineering, design, installation, and construction of new public rights-of-way throughout the Project Area to support access and connectivity within the Project Area and future development;

e. The engineering, design, installation, construction and/or reconstruction of sidewalks and related pedestrian and bicycle facilities, curb, gutter and streetscapes throughout the Project Area, which for purposes of this Plan, the term streetscapes include sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between the curb and right-of-way line; and other public improvements, including multi-use pathways with landscape buffers and public open spaces and recreation areas;

f. The engineering, design, relocation, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water capacity improvements, including to increase fire flows, water storage upgrades, water pressure upgrades, wastewater system improvements and upgrades, including extension of the wastewater collection system, lift stations, and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities. To the extent construction of utilities outside of the Project Area are identified, such improvements are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

g. Removal, burying, and/or relocation of overhead utilities and power poles; removal or relocation of underground utilities; improvement of irrigation canals and drainage ditches and laterals; and undergrounding or piping of laterals;

h. The acquisition of real property for public right-of-way and streetscape improvements, utility undergrounding, extension, upgrades, pedestrian facilities, pathways and trails, to decrease underutilized parcels and create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers for qualified developments;

i. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;

j. The management of any property acquired by and under the ownership and control of the Agency;

k. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan, and funding of any planning studies, including a traffic study;

l. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to mixed-use commercial, retail, office, and industrial projects;

m. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, traffic studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

n. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;

o. Other related improvements to those set forth above as further set forth in Attachment 5.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by Law and Act.

302 Urban Renewal Plan Objectives

Urban renewal activity is necessary in the Project Area to combat impediments to development and problems of physical deterioration or deteriorating conditions. As set forth in greater detail in Section 103, the Project Area has a history of stagnant and delayed growth and development compared to other areas of the City based on deteriorated and/or deteriorating conditions that have arrested or impaired growth in the Project Area primarily attributed to: predominance of defective or inadequate street layout; faulty lot layout in relationship to size, adequacy, accessibility, or usefulness/obsolete platting; diversity of ownership; outmoded street patterns; age or obsolescence; need for correlation of area with other areas of the municipality by streets and modern traffic requirements; unsuitable topography; insanitary or unsafe conditions; and conditions which retard development of the area; and the foregoing results in economic underdevelopment of the area and economic disuse. . The Plan for the Project Area is a proposal to work in partnership with public and private entities to remove impediments to development, improve, develop, and grow the economy within the Project Area by the implementation of a strategy and program set forth in Section 301.

The provisions of this Plan are applicable to all public and private property in the Project Area. The provisions of the Plan shall be interpreted and applied as objectives and goals, recognizing the need for flexibility in interpretation and implementation, while at the same time not in any way abdicating the rights and privileges of the property owners which are vested in the present and future zoning classifications of the properties. All development under an owner participation agreement shall conform to those standards specified in Section 303.1 of this Plan.

This Plan must be practical in order to succeed. Particular attention has been paid to how it can be implemented, given the changing nature of market conditions. Transforming the Project Area into a vital, thriving part of the community requires an assertive strategy. The following list represents the key elements of that effort:

a. Initiate simultaneous projects designed to revitalize the Project Area. From basalt remediation and public infrastructure improvements to significant new public or private development, the Agency plays a key role in creating the necessary momentum to get and keep things going.

b. Promote mixed-use, commercial, office, retail, multi-family residential, and industrial projects within the Project Area that is oriented toward creating activity centers and provides economic, recreational, and residential opportunities for surrounding neighborhoods and businesses.

c. Secure and improve certain public open space and recreation access points in critical areas.

d. Initiate projects designed to increase density, encourage activity centers, and provide mobility options.

Without direct public intervention, much of the Project Area could conceivably remain unchanged and in a deteriorated and/or deteriorating condition for the next twenty (20) years. The Plan creates the necessary flexible framework for the Project Area to support the City's economic development while complying with the "specificity" requirement set forth in Idaho Code § 50-2905.

Land use in the Project Area will be modified to the extent that underutilized, underdeveloped, and vacant land and land now devoted to uses inconsistent with the future land uses of the area will be converted to mixed-use, commercial, office, retail, multi-family residential, and industrial projects.

In implementing the activities described in this Plan, the Agency shall give due consideration to the provision of adequate open space, park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of residents in the general vicinity of the Project Area covered by the Plan. Additional considerations include overall neighborhood improvements, special consideration for commercial and mobility options.

303 Participation Opportunities and Agreement

303.1 Participation Agreements

The Agency shall enter into various development participation agreements with any existing or future owner of property in the Project Area, in the event the property owner receives assistance from the Agency in the development and/or redevelopment of the property. The term "owner participation agreement" or "participation agreement" is intended to include all participation agreements with a property owner, including reimbursement agreements, grant agreements or other participation agreements. In that event, the Agency may allow for an existing or future owner of property to remove the property and/or structure from future Agency acquisition subject to entering into an owner participation agreement. The Agency may also enter

into owner participation agreements with other future owners and developers within the Project Area throughout the duration of this Plan in order to implement the infrastructure improvements set forth in this Plan.

Each structure and building in the Project Area to be rehabilitated or to be constructed as a condition of the owner participation agreement between the Agency and the owner pursuant to this Plan will be considered to be satisfactorily rehabilitated and constructed, and the Agency will so certify, if the rehabilitated or new structure meets the standards set forth in an executed owner participation agreement and meets the conditions described below:

a. Any such property within the Project Area shall be required to conform to all applicable provisions, requirements, and regulations of this Plan. The owner participation agreement may require as a condition of financial participation by the Agency a commitment by the property owner to meet the greater objectives of the land use elements identified in the Comprehensive Plan, and applicable zoning ordinances. Upon completion of any rehabilitation each structure must be safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition that will continue throughout an estimated useful life for a minimum of twenty (20) years.

b. All such buildings or portions of buildings which are to remain within the Project Area shall be rehabilitated or constructed in conformity with all applicable codes and ordinances of the City.

c. Any new construction shall also conform to all applicable provisions, requirements, and regulations of this Plan, as well as to all applicable codes and ordinances of the City.

All owner participation agreements will address phasing issues, development timing and schedule, justification and eligibility of project costs, and achievement of the objectives of the Plan. The Agency shall retain its discretion in the funding level of its participation. Obligations under owner participation agreements shall terminate no later than the termination date of this Plan, December 31, 2046. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any owner participation agreement.

In all participation agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant fails or refuses to rehabilitate, develop, use, and maintain its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency in accordance with Section 305.1 of this Plan and sold or leased for rehabilitation or development in accordance with this Plan.

Owner participation agreements may be used to implement the following objectives:

a. Encouraging property owners to revitalize and/or remediate deteriorated areas or deteriorating areas of their parcels to accelerate development in the Project Area.

b. Subject to the limitations of the Law and the Act, providing incentives to property owners to encourage utilization and expansion of existing permitted uses during the transition period to prevent a proliferation of vacant and deteriorated parcels in the Project Area during the extended redevelopment of the Project Area.

c. To accommodate improvements and expansions allowed by City regulations and generally consistent with this Plan for the Project Area.

d. Subject to the limitations of the Law and Act, providing incentives to improve nonconforming properties so they implement the design guidelines contained in this Plan to the extent possible and to encourage an orderly transition from nonconforming to conforming uses through the term of the Plan.

e. Provide for advance funding by the developer/owner participant of those certain public improvements and projects related to or needed for the private development and related to the construction of certain public improvements or remediation of basalt. In that event, the Agency will agree as set out in the participation agreement to reimburse a portion of, or all of, the costs of public improvements and projects identified in the participation agreement from the revenue allocation generated by the private development.

304 Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. All plans for development of property in the Project Area by a public body shall be subject to Agency approval, in the event the Agency is providing any financial assistance.

Subject to applicable authority, the Agency may impose on all public bodies the planning and design controls contained in this Plan to ensure that present uses and any future development by public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements of the Project Area as allowed by the Law and Act.

The Agency intends to cooperate to the extent allowable with the City (or the Idaho Transportation Department), as the case may be, for the engineering, design, installation, construction, and/or reconstruction of public infrastructure improvements, including, but not limited to water, sewer, storm drainage, electrical, natural gas, telecommunication, or other similar systems and lines, streets, roads, curbs, gutters, sidewalks, pathways, and public parking facilities. The Agency shall also cooperate with the City (or the Idaho Transportation Department) on various relocation, screening, or undergrounding projects. To the extent any public entity, including the City, has funded certain improvements, the Agency may reimburse those entities for those expenses. The Agency also intends to cooperate and seek available assistance from state, federal and other sources for economic development.

In the event the Agency is participating in the public development by way of financial incentive or otherwise, the public body shall enter into a participation agreement with the Agency and then shall be bound by the Plan and other land use elements and shall conform to those standards specified in Section 303.1 of this Plan.

This Plan does not financially bind or obligate the City, Agency and/or any other public entity to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any owner participation agreement and in the annual budget adopted by the Agency Board.

305 Property Acquisition

305.1 Real Property

Only as specifically authorized herein, the Agency may acquire, through the voluntary measures described below, but is not required to acquire, any real property located in the Project Area where it is determined that the property is needed for construction of public improvements, required to eliminate or mitigate the deteriorated or deteriorating conditions, to facilitate economic development, including acquisition of real property intended for disposition to qualified developers through a competitive process, and as otherwise allowed by law. The acquisition shall be by any means authorized by law, including, but not limited to, the Law, the Act, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, but shall not include the right to invoke eminent domain authority except as authorized herein. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee, including structures and fixtures upon the real property, without acquiring the land upon which those structures and fixtures are located.

The Agency intends to acquire any real property through voluntary or consensual gift, devise, exchange, or purchase. Such acquisition of property may be for the development of the public improvements identified in this Plan. Such properties may include properties owned by private parties or public entities. This Plan allows the Agency's use of its resources for property acquisition. This Plan does not anticipate the Agency's widespread use of its resources for

property acquisition, except for the construction of public improvements or to dispose of real property to a qualified developer to incent certain types of development as permitted by the Law and Act.

In the event the Agency identifies certain property which should be acquired to develop certain public improvements intended to be constructed under the provisions of this Plan, the Agency shall coordinate such property acquisition with any other public entity (e.g., without limitation, the City, the state of Idaho, or any of its authorized agencies), including the assistance of the Agency of funds to acquire said property either through a voluntary acquisition or the public entity's invoking of its eminent domain authority as limited by Idaho Code Section 7-701A.

The Agency is authorized by this Plan to acquire the properties for the uses identified in Attachment 3 hereto, including but not limited to property to be acquired for the extension or expansion of certain rights-of-way.

The Agency is authorized by this Plan and Idaho Code §§ 50-2010 and 50-2018(12) to acquire the properties identified in Attachment 3 hereto for the purposes set forth in this Plan. The Agency's property acquisition will result in remediating deteriorating conditions in the Project Area by facilitating the development of mixed-use, commercial, office, retail, multi-family residential, industrial projects, and economic development projects to support vibrant activity centers. The public improvements are intended to be dedicated to the City and/or other appropriate public entity, as the case may be, upon completion. The Agency reserves the right to determine which properties identified, if any, should be acquired. The open land areas qualify for Agency acquisition as further set forth in Section 105 of this Plan.

It is in the public interest and may be necessary, in order to eliminate the conditions requiring redevelopment and/or development and in order to execute this Plan, for the power of eminent domain to be employed by the Agency or by the City with the Agency acting in an advisory capacity[2] to acquire real property in the Project Area for the public improvements identified in this Plan, which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method.

Under the provisions of the Act, the urban renewal plan "shall be sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area." Idaho Code § 50-2018(12). The Agency has generally described those properties by use as set out in Attachment 3 for acquisition for the construction of public improvements and other identified projects. The Agency reserves the right to determine which properties, if any, should be acquired.

[2] House Bill 1044, adopted by the Idaho Legislature during the 2021 Legislative Session, limited the Agency's ability to exercise eminent domain.

305.2 Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain for the purpose of developing the public improvements described in section 305.1.

306 Property Management

During the time real property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for development and/or redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

307 Relocation of Persons (Including Individuals and Families), Business Concerns, and Others Displaced by the Project

If the Agency receives federal funds for real estate acquisition and relocation, the Agency shall comply with 24 C.F.R. Part 42, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The Agency reserves the right to extend benefits for relocation to those not otherwise entitled to relocation benefits as a matter of state law under the Act or the Law. The Agency may determine to use as a reference the relocation benefits and guidelines promulgated by the federal government, the state government, or local government, including the State Department of Transportation. The intent of this section is to allow the Agency sufficient flexibility to award relocation benefits on some rational basis, or by payment of some lump-sum per case basis. The Agency may also consider the analysis of replacement value for the compensation awarded to either owner-occupants or businesses displaced by the Agency to achieve the objectives of this Plan. The Agency may adopt relocation guidelines which would define the extent of relocation assistance in non-federally assisted projects and which relocation assistance to the greatest extent feasible would be uniform. The Agency shall also coordinate with the various local, state, or federal agencies concerning relocation assistance as may be warranted.

In the event the Agency's activities result in displacement, the Agency shall comply with, at a minimum, the standards set forth in the Law. The Agency shall also comply with all applicable state laws concerning relocation benefits. The Agency shall also coordinate with the various local, state, or federal agencies concerning relocation assistance.

308 Site Preparation

The Agency is authorized (but not required) to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency including basalt removal, structural fill, and site preparation. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks, pedestrian

walkways, public parking facilities, drainage facilities, and other public improvements necessary to carry out this Plan.

309 Property Disposition and Development

309.1 Disposition by the Agency

For the purposes of this Plan, the Agency is authorized to sell, lease, lease/purchase, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property under the reuse provisions set forth in Idaho law, including Idaho Code § 50-2011 and pursuant to any disposition policies adopted by the Agency. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding.

Real property acquired by the Agency may be conveyed by the Agency and, where beneficial to the Project Area, without charge to any public body as allowed by law. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

309.2 Disposition and Development Agreements

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of deteriorating conditions, all real property sold, leased, or conveyed by the Agency is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, lease/purchases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Bonneville County, Idaho.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, disability/handicap, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a disposition and development agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

As required by law or as determined in the Agency's discretion to be in the best interest of the Agency and the public, the following requirements and obligations shall be included in the disposition and development agreement.

That the developers, their successors, and assigns agree:

a. That a detailed scope and schedule for the proposed development shall be submitted to and agreed upon by the Agency.

b. That the purchase or lease of the land and/or subterranean rights and/or air rights is for the purpose of redevelopment and not for speculation.

c. That the building of improvements will be commenced and completed as jointly scheduled and determined by the Agency and the developer(s).

d. That the site and construction plans will be submitted to the Agency for review as to conformity with the provisions and purposes of this Plan.

e. All new construction shall have a minimum estimated life of no less than twenty (20) years.

f. That rehabilitation of any existing structure must assure that the structure is safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years.

g. That the Agency receives adequate assurance acceptable to the Agency to ensure performance under the contract for sale.

h. All such buildings or portions of the buildings which are to remain within the Project Area shall be reconstructed in conformity with all applicable codes and ordinances of the City.

i. All disposition and development documents shall be governed by the provisions of Section 409 of this Plan.

j. All other requirements and obligations as may be set forth in any participation policy established and/or amended by the Agency.

The Agency also reserves the right to determine the extent of its participation based upon the achievements of the objectives of this Plan. Obligations under any disposition and development agreement and deed covenants, except for covenants which run with the land beyond the termination date of this Plan, shall terminate no later than December 31, 2046. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any disposition and development agreement.

309.3 Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct public improvements within the Project Area for itself or for any public body or entity, which public improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the public improvements authorized under Idaho Code Section 50-2007, 50-2018(10) and (13), and 50-2903(9), (13), and (14), and as otherwise identified in Attachments 5, attached hereto and incorporated herein by reference, and may acquire or pay for the land required therefore.

The Agency may enter into contracts, leases, and agreements with the City or other public body or private entity pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code § 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code § 50-2908(2)(b) and Section 500 of this Plan or out of any other available funds.

310 Development Plans

All development plans (whether public or private) prepared, pursuant to an owner participation or disposition and development agreement, shall be submitted to the Agency Board for review and approval. All development in the Project Area must conform to those standards specified in Section 409 and all applicable City ordinances, design overlays and be supportive of the goals set forth in the Plan and Comprehensive Plan.

311 [Reserved]

312 [Reserved]

313 Participation with Others

Under the Law, the Agency has the authority to lend or invest funds obtained from the federal government for the purposes of the Law if allowable under federal laws or regulations. The federal funds that may be available to the Agency are governed by regulations promulgated by the Department of Housing and Urban Development for the Community Development Block Grant Program ("CDBG"), the Economic Development Administration, the Small Business Administration, or other federal agencies. In order to enhance such grants, the Agency's use of revenue allocation funds is critical.

Under those regulations the Agency may participate with the private sector in the development and financing of those private projects that will attain certain federal objectives.

The Agency may, therefore, use the federal funds for the provision of assistance to private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms to support, for any other activity necessary or appropriate to carry out an economic development project.

As allowed by law, the Agency may also use funds from any other sources for any purpose set forth under the Law or Act.

The Agency may enter into contracts, leases, and agreements with the City, or other public body or private entity, pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code § 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code § 50-2908(2)(b) and Section 500 of this Plan or out of any other available funds.

314 Conforming Owners

The Agency may, at the Agency's sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency, provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan.

315 Arts and Cultural Funding

The Agency encourages public art and performing arts through joint ventures with private developers and in cooperation with the City. Whenever possible, any Agency arts funding will be used to leverage additional contributions from developers, other private sources, and public or quasi-public entitles for purposes of including public art within the streetscape projects identified in this Plan.

400 USES PERMITTED IN THE PROJECT AREA

401 Designated Land Uses

The Agency intends to rely upon the overall land use designations and zoning classifications of the City, as may be amended, and as depicted on Attachment 4 and as set forth in the City's Comprehensive Plan, including the future land use map and zoning classifications, as may be amended. For the most part, the Project Area includes a mix of uses including mixed-use residential, commercial, retail and office development, and industrial development, as well as public and governmental uses. Provided, however, nothing herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

402 [Reserved]

403 Public Rights-of-Way

The Project Area contains existing maintained public rights-of-way included within the boundaries, including portions of Holmes Avenue and Anderson Street, as shown on Attachment 1. Any new roadways, including new local and collector roads to be engineered, designed, installed, and constructed in the Project Area, will be constructed in conjunction with any applicable policies and design standards of the City or Bonneville County (and State and Federal standards, as the case may be) regarding dedicated rights-of-way. Additional public streets, alleys, and easements may be created in the Project Area as needed for proper development.

Additional improvements to existing streets, alleys and easements may be created, improved, or extended in the Project Area as needed for development. Existing dirt roadways, streets, easements, and irrigation or drainage laterals or ditches may be abandoned, closed, vacated, expanded, or modified as necessary for proper development of the Project Area, in conjunction with any applicable policies and standards of the City (or Idaho Department of Transportation) regarding changes to dedicated rights-of-way, and appropriate irrigation or drainage districts regarding changes to laterals or ditches.

Any development, maintenance and future changes in the interior or exterior street layout shall be in accordance with the objectives of this Plan and the design standards of the City or the Idaho Department of Transportation as may be applicable; and shall be effectuated in the manner prescribed by State and local law; and shall be guided by the following criteria:

a. A balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access, vehicular parking, and delivery loading docks with the similar needs of any existing adjacent developments. Such balancing shall take into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by the Agency for the Project and any participation agreements executed thereunder, together with the design, planning and transportation goals set forth in the Plan;

b. The requirements imposed by such factors as topography, traffic safety, and aesthetics; and

c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project Area by providing convenient and efficient vehicular access and movement.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

404 Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan. However, any interim use must comply with applicable City Code or Bonneville County Code.

405 Development in the Project Area Subject to the Plan

All real property in the Project Area, under the provisions of either a disposition and development agreement or an owner participation agreement, is made subject to the controls and requirements of this Plan. No such real property shall be developed, redeveloped, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

406 Construction Shall Comply with Applicable Federal, State, and Local Laws and Ordinances and Agency Development Standards

All construction in the Project Area shall comply with all applicable state laws, the Idaho Falls City Code, as may be amended from time to time, and any applicable City Council ordinances pending codification, including but not limited to, regulations concerning the type, size, density and height of buildings; open space, landscaping, light, air, and privacy; the undergrounding of utilities; limitation or prohibition of development that is incompatible with the surrounding area by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors; parcel subdivision; off-street loading and off-street parking requirements.

In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area in the event of a disposition and development agreement or owner participation agreement, including but not limited to compliance with the City of Idaho Falls Bridge and Street Regulation Ordinance, Chapter 1A, Title 11 of the City Code.

407 [Reserved]

408 Nonconforming Uses

This Section applies to property owners seeking assistance from the Agency regarding their property. The Agency may permit an existing use to remain in an existing building and site usage in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into an owner participation agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project Area where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

All nonconforming uses shall also comply with the City codes and ordinances.

409 Design Guidelines for Development under a Disposition and Development Agreement or Owner Participation Agreement

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, density, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area. Any development must also comply with the City's zoning ordinance regarding heights, setbacks, density, and other like standards.

In the case of property which is the subject of a disposition and development agreement or owner participation agreement with the Agency, no new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan. Under a disposition and development agreement or owner participation agreement, the design guidelines and land use elements of the Plan shall be achieved to the greatest extent feasible, though the Agency retains the authority to grant minor variations under this Plan and subject to a negotiated agreement between the Agency and the developer or property owner.

Under those agreements, the architectural, landscape, and site plans shall be submitted to the Agency and approved in writing by the Agency. In such agreements, the Agency may impose additional design controls. The Agency shall find that any approved plans do comply with this Plan. The Agency reserves the right to impose such design standards on an ad hoc basis through the approval process of the disposition and development agreement or owner participation agreement. Any change to such approved design must be consented to by the Agency and such consent may be conditioned upon reduction of Agency's financial participation toward the Project.

In the event the Agency adopts design standards or controls, those provisions will thereafter apply to each site or portion thereof in the Project Area. These additional design standards or controls will be implemented through the provisions of any disposition and development agreement or owner participation agreement. These controls are in addition to any standards and provisions of any applicable City building or zoning ordinances; provided, however, each and every development shall comply with all applicable City zoning and building ordinances.

500 METHODS OF FINANCING THE PROJECT

501 General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with revenue allocation funds, inter-district loans, financial assistance from the City (loans, grants, other financial assistance), state of Idaho, federal government or other public entities, interest income, developer advanced funds, donations, loans from private financial institutions (bonds, notes, line of credit), the lease or sale of Agency-owned property, public parking revenue, or any other available source, public or private, including assistance from any taxing district or any public entity.

The Agency is also authorized to obtain advances, lines of credit, borrow funds, and create indebtedness in carrying out this Plan. The Agency may also consider a transfer or grant from the City, an inter-fund transfer from other urban renewal project areas or enter into a memorandum of understanding with any property owner and/or related entity to fund the establishment of the Project Area. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the Agency. The City, as it is able, may also supply additional assistance through City loans and grants for various public improvements and facilities. The City or any other public agency, as properly budgeted and subject to any constitutional and/or statutory limitations, may expend money to assist the Agency in carrying out this Project.

As allowed by law and subject to restrictions as are imposed by law, the Agency is authorized to issue notes or bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

502 Revenue Allocation Financing Provisions

The Agency hereby adopts revenue allocation financing provisions as authorized by the Act, effective retroactively to January 1, 2026. These revenue allocation provisions shall apply to all taxing districts which are located in or overlap the Revenue Allocation Area[3] shown and described on Attachments 1 and 2 to this Plan. The Agency shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The Agency specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the initiation of the Project.

The Agency, acting by one or more resolutions adopted by its Board, is hereby authorized to apply all or any portion of the revenues allocated to the Agency pursuant to the Act to pay as costs are incurred (pay-as-you-go) or to pledge all or any portion of such revenues to the repayment of any moneys advance-funded by developers or property owners, borrowed, indebtedness incurred, or notes or bonds issued by the Agency to finance or to refinance the Project Costs (as defined in Idaho Code § 50-2903(14)) of one or more urban renewal projects.

[3] Subject to the requirements of Idaho Code Section 50-2906(4) related to fire protection and ambulance districts, and Idaho Code Section 50-2908(2)(a)(iv) related to highway districts.

The Agency may consider a note or line of credit issued by a bank or lending institution premised upon revenue allocation funds generated by a substantial private development contemplated by the Study, as defined in Section 502.1, which would allow the Agency to more quickly fund the public improvements and eligible projects contemplated by this Plan. Likewise, a developer/owner advanced funding of certain eligible public infrastructure improvements and projects to be reimbursed pursuant to an owner participation agreement could achieve the same purpose.

Upon enactment of a City Council ordinance finally adopting these revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Plan, there shall hereby be created a special fund of the Agency into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code § 50-2908. The Agency shall use such funds solely in accordance with Idaho Code § 50-2909 and solely for the purpose of providing funds to pay the Project Costs, including any incidental costs, of such urban renewal projects as the Agency may determine by resolution or resolutions of its Board.

A statement listing proposed public improvements and facilities, a schedule of improvements, the location of proposed public infrastructure improvements, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code § 50-2905 is included in this Plan and in Attachments 5 to this Plan. This information necessarily incorporates estimates and projections based on the Agency's and consultants' present knowledge and expectations. Attachment 5 also identifies additional public infrastructure projects that may be undertaken by the Agency and/or in partnership with the City, depending on the existence of funding and time remaining in the revenue allocation area. The Agency is hereby authorized to adjust the presently anticipated urban renewal projects and use of revenue allocation financing of the related Project Costs if the Board deems such adjustment necessary or convenient to effectuate the general objectives of the Plan in order to account for revenue inconsistencies, market adjustments, future priorities, developers/owners seeking Agency assistance pursuant to an owner participation agreement, and unknown future costs. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in the annual budget.

The Agency may appropriate funds consisting of revenue allocation proceeds on an annual basis without the issuance of notes or bonds. The Agency may also obtain advances or loans from the City, from other revenue allocation areas (inter-district loan), or private entity and financial institutions in order to immediately commence construction of certain of the public improvements. Developer advanced funding of public improvements could also achieve the same purpose. The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of monies or making of loans or the incurring of any indebtedness such as bonds, notes, and other obligations (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part, including reimbursement to any owner/developer or public entity for the cost of eligible public improvements pursuant to a participation agreement.

Revenues will continue to be allocated to the Agency until termination of the revenue allocation area as set forth in Section 800. The Study incorporates estimates and projections

based on the Agency's and its consultants' present knowledge and expectations concerning the length of time to complete the improvements and estimated future revenues. The activity may take longer depending on the significance and timeliness of development. Alternatively, the activity may be completed earlier if revenue allocation proceeds are greater or the Agency obtains additional funds from another source.

The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

The Agency reserves the right to either pay for Project Costs from available revenue (pay as you go basis) or borrow funds by incurring debt through notes or other obligations.

Revenue allocation proceeds are deemed to be only a part of the proposed funding sources for the payment of public improvements and other project improvements. Additionally, project funding is proposed to be phased for the improvements, allowing various sources of funds to be accumulated for use.

502.1 Economic Feasibility Study

Attachment 5 constitutes the Willow Creek Urban Renewal District Economic Feasibility Study for the Project Area ("Study"), prepared by Perspective Planning & Consulting LLC. The Study constitutes the financial analysis required by the Act and is based upon existing information from the property owners, developers, the Agency, the City and others. Projections are based upon input from the Agency, Bonneville County, City and other public entities.

502.2 Assumptions and Conditions/Economic Feasibility Statement

The information contained in the Study assumes certain completed and projected actions. All debt is projected to be repaid no later than the duration period of the Plan. The total amount of indebtedness (and all other loans or indebtedness), developer reimbursement and the amount of revenue generated by revenue allocation are dependent upon the extent and timing of private development. Should all of the development take place as projected, the project indebtedness could be extinguished earlier, dependent upon other legal obligations. Should private development take longer to materialize, or should the private development be substantially less than projected, then the amount of revenue generated will be substantially reduced and debt may continue for its full term.

The Plan and the Plan Attachments incorporate estimates and projections based on the Agency's and consultants' present knowledge and expectations. The Plan proposes certain public improvements as set forth in the Study, and in Section 301, which will facilitate the mixed-use, commercial, office, retail, multi-family residential, industrial, and public infrastructure projects and economic development opportunities in the Revenue Allocation Area as more fully guided by the design, planning and desired goals set forth in the Comprehensive Plan.

The assumptions set forth in the Study are based upon the best information available to the Agency and its consultants through public sources or discussions with property owners, developers, the City staff, the County, and others. The information has been analyzed by the Agency and its consultants in order to provide an analysis that meets the requirements set forth under the Law and Act. At the point in time when the Agency may seek a loan from lenders or others, a more detailed and then-current financial pro forma will be presented to those lenders or underwriters for analysis to determine the borrowing capacity of the Agency. As set forth herein, the Agency reserves the right to fund the Project on a "pay as you go" basis. The Agency Board will prioritize the activities set forth in this Plan and determine what funds are available and what activities can be funded. The Agency will establish those priorities through its mandated annual budgetary process.

The project list within Attachment 5 is prioritized by way of feasibility based on timing of developer advanced funding of potentially eligible improvements and projects, estimated revenues to be received, amounts funded, and by year of funding. The projected timing of funding is primarily a function of the availability of financial resources and market conditions but is also strategic, considering the timing of anticipated or projected private development partnership opportunities and the ability of certain strategic activities to stimulate development at a given point in time within the duration of the Plan and Project Area. Attachment 5 also contemplates other public improvements that may be funded during the duration of the Plan with revenue allocation proceeds but are not contemplated to be advance funded by any developer/property owners, including but not limited to, planning, design, engineering and construction of eligible public infrastructure improvements within the Project Area.

The assumptions concerning revenue allocation proceeds are based upon certain anticipated or projected new developments, assessed value increases, and assumed tax levy rates as more specifically set forth in the Study. Attachment 5 has taken into account and excluded levies that do not flow to the Agency consistent with Idaho Code § 50-2908. In projecting new construction, the Study considered parcels identified as expected to develop over the life of the Project Area, communications with developers/property owners, City staff and others.

The types of new construction expected in the Project Area are: mixed-use buildings; increased density/multi-family residential projects; commercial, retail and office projects; restaurants; hospitality and personal services projects; industrial projects; and other public facilities and improvements, including but not limited to streets, streetscapes, power, water and sewer improvements, environmental remediation/site preparation through basalt remediation and structural fill, stormwater management, pathways, and property acquisition to support the Plan goals. The Project Area has potential for a significant increase in high-density residential, commercial, office, retail and industrial growth due to the location of the Project Area. However, without a method to construct the identified public improvements or remediate the impediments to development, new development is unlikely to occur in much of the Project Area.

It is understood that application of certain exemptions, including the homeowner's exemption and Idaho Code § 63-602K, which provides for personal property tax exemption to businesses may have the effect of reducing the increment value, which in turn reduces revenue.

502.3 Ten Percent Limitation[4]

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to the Bonneville County Assessor, the assessed taxable value for the City as of 2025, is $8,656,511,786.00. Therefore, the 10% limit is $865,651,179.00.

The adjusted base assessed value of each of the existing revenue allocation areas and the assessed taxable value of the proposed Project Area as of 2025, are as follows:

River Commons District[5]	$ 840,309
Eagle Ridge District	$ 7,285,935
Jackson Hole Junction District	$ 715,774
Pancheri East Bank District	$ 5,954,777
Anderson Bush District	$ 6,191,960
Stanley Boge District	$ 42,050,869
Snake River West District (Estimated)	$ 547,415
Yellowstone Square District	$ 9,605,501
Riverside District (Estimated)[6]	$ 34,013,401
Riverwalk District (Estimated)	$ 993,015
Skyline-Broadway District Proposed (Estimated)	$ 39,210,315
Willow Creek Project Area Proposed (Estimated)	$9,909,420
Total of Existing and Proposed Districts	$157,318,691.00

The adjusted base values for the combined existing revenue allocation areas and the estimated base value for the proposed Project Area total $157,318,691.00, which is less than 10% of the City's estimated 2025 taxable value.

502.4 Financial Limitation

The Study identifies several capital improvement projects as well as remediation of an impediment to development, specifically basalt removal and the need for structural fill. Use of any particular funding source for any particular purpose is not assured or identified. Use of the funding source shall be conditioned on any limitations set forth in the Law, the Act, or by

[4] Due to the timing of the assessment process and creation of this Plan, the certified 2025 values have been used to establish compliance with the 10% limitation. Using the 2025 values, the total adjusted base values of the existing revenue allocation areas combined with the value of this Project Area is 1.8% of the total taxable value of the City. Even assuming an increase in certified values for 2026, the combined adjusted base values of the revenue allocation areas will not exceed 10% of the current assessed taxable value for the entire City.

[5] Adjusted to show removal of values from deannexed parcels.

[6] Includes current value of deannexed parcels.

contract, or by other federal regulation. If revenue allocation funds are unavailable, then the Agency will need to use a different funding source for that improvement.

The amount of funds available to the Agency from revenue allocation financing is directly related to the assessed value of new improvements within the Revenue Allocation Area. Under the Act, the Agency is allowed the revenue allocation generated from inflationary increases and new development value. Increases have been assumed based upon the projected value of new development as that development occurs along with possible land reassessment based on a construction start.

The Study, with the various estimates and projections, constitutes an economic feasibility study. Costs and revenues are analyzed, and the analysis shows the need for public capital funds during the project. Multiple financing sources are contemplated in the Study, including proposed revenue allocation notes, annual revenue allocations, developer/property owner contributions, City or other public entity contributions, interfund loan, and other financing sources as permitted by law. This Study identifies the kind, number, and location of all proposed public works or improvements, a detailed list of estimated project costs, a description of the methods of financing illustrating project costs, and the time when related costs or monetary obligations are to be incurred. See Idaho Code § 50-2905. Based on these funding sources, the conclusion is that the Project is feasible.

The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts projected in the Study for the purpose of funding the identified projects and improvements consistent with those identified in Attachment 5. The projections in the Study are based on reasonable assumptions and existing market conditions. However, should the Project Area result in greater than anticipated revenues, the Agency specifically reserves the ability to fund additional activity and projects identified in Attachment 5 and the Plan. Further, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified, including but not limited to owner participation agreements and disposition and development agreements. The Agency may also re-prioritize projects in the project list and the location of those projects pursuant to market conditions, project timing, funding availability, etc., as more specifically detailed in the annual budget.

The proposed timing for the public improvements may have to be adjusted depending upon the availability of some of the funds and the Agency's ability to finance any portion of the Project. **Any adjustment to Project timing or funding is technical or ministerial in nature and shall not be considered a modification of the Plan pursuant to Idaho Code Section 50-2903A.**

The Study lists those public improvements and projects the Agency intends to construct or fund, directly or through reimbursement to a developer and/or public entities through the term of the Plan. The costs of improvements are estimates only as it is impossible to know with any certainty what the costs of improvements will be in future years. There is general recognition that construction/contractor costs fluctuate and are impacted by future unknowns, such as, the cost of materials and laborers. Final costs will be determined by way of construction contract

public bidding or by an agreement between the developer/owner, and/or public entity, and Agency. The listing of public improvements and projects does not commit the Agency, City, or any other public entity, to any particular level of funding; rather, identification of the activity in the Plan allows the Agency to negotiate the terms of any reimbursement with the developer and/or the public entities. This Plan does not financially bind or obligate the Agency, City, or other public entity to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. The City has not committed to fund any public infrastructure improvements within the Project Area. Such decisions concerning capital improvement projects and/or other expenditures are made by the City annually pursuant to its budget and appropriation process. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any participation agreement and in the annual budget adopted by the Agency Board. The proposed location and siting of the proposed public infrastructure and other improvement projects in the Project Area are generally described in the Study as occurring throughout the Project Area and this Plan recognizing that the specific location of the projects will depend on the type and timing of development. The specific location of the improvements is technical and/or ministerial and does not constitute a modification to the Plan.

The Agency reserves its discretion and flexibility in deciding which improvements are more critical for development or redevelopment, and the Agency intends to coordinate its public improvements with associated development by private developers/owners. Where applicable, the Agency also intends to coordinate its participation in the public improvements with the receipt of certain grants or loans which may require the Agency's participation in some combination with the grant and loan funding.

Generally, the Agency expects to develop those improvements and fund the projects identified in Attachment 5 (through reimbursement) first, in conjunction with private development within the Project Area generating the increment as identified in Attachment 5. The Agency may undertake the additional public infrastructure improvements contemplated in Attachment 5 that may be funded during the duration of the Plan with revenue allocation proceeds but are not contemplated to be advance funded by any developer/property owners, including planning, design, engineering and construction of street and streetscape improvements and enhanced landscaping and pedestrian/bicyclist improvements within the Project Area.

The Plan has shown that the equalized valuation of the Revenue Allocation Area as defined in the Plan is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Plan.

502.5 [Reserved]

502.6 Participation with Local Improvement Districts, Business Improvement Districts and/or Community Infrastructure Districts

Under the Idaho Local Improvement District Code, Chapter 17, Title 50, Idaho Code, the City has the authority to establish local improvement districts for various public facilities, including, but not limited to, streets, curbs, gutters, sidewalks, storm drains, landscaping, and

other like facilities. To the extent allowed by the Law and the Act, the Agency reserves the authority to participate in the funding of local improvement district facilities. This participation may include either direct funding to reduce the overall cost of the local improvement district or to participate as an assessed entity to finance the local improvement district project. Similarly, to the extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation, to participate in the funding of the purposes specified under the Business Improvement Districts, Chapter 26, Title 50, Idaho Code.

Further, a community infrastructure district formed pursuant to the Community Infrastructure District Act, Chapter 31, Title 50, Idaho Code, provides an additional funding mechanism for certain public improvements benefitting the district, including highways, interstates, public parking facilities, pedestrian and bicycling trails, public safety facilities (law enforcement, fire, emergency medical and rescue), street lighting facilities, and real property acquisition for community infrastructure, water supply treatment, storage and distribution facilities, wastewater collection, treatment and disposal facilities, road, streets and related landscaping, storm water facilities, parks and open space. To the extent allowed by the Law and the Act, the Agency reserves the authority to participate in the funding of community infrastructure district facilities. This participation may include either direct funding to reduce the overall cost of the community infrastructure district or to participate as an assessed entity to finance the community infrastructure district project.

502.7 Issuance of Debt and Debt Limitation

Any debt incurred by the Agency as allowed by the Law and Act shall be secured by revenue allocation funds as allowed by the Act. All such debt shall be repaid within the duration of this Plan, except as may be authorized by law.

502.8 Impact on Other Taxing Districts and Levy Rate

An estimate of the overall impact of the revenue allocation project on each taxing district is shown in the Study through the new development projections set forth in Attachment 5.

The assessed value for each property in a revenue allocation area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a revenue allocation area is approved by a municipality, with periodic adjustments allowed by Idaho law. The increment value is the difference between the adjusted base assessed value and current assessed taxable value in any given year while the property is in a revenue allocation area. Under Idaho Code § 63-802, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Idaho Code § 63-802. Therefore, the impact of revenue allocation on the taxing entities is more of a product of the imposition of Idaho Code § 63-802, then the effect of urban renewal.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to

each taxing entity's levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in a revenue allocation area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the base values in the urban renewal districts and by properties outside revenue allocation areas are distributed to the other taxing entities. Properties in revenue allocation areas are subject to the same levy rate as they would be outside a revenue allocation area. The difference is how the revenue is distributed. If the overall levy rate is less than assumed, the Agency will receive fewer funds from revenue allocation.

In addition, without the Revenue Allocation Area and its ability to pay for public improvements and public facilities, fewer substantial improvements within the Revenue Allocation Area would be expected during the term of the Plan; hence, there would be lower increases in assessed valuation to be used by the other taxing entities. The Study's analysis is premised upon the fact the proposed development and/or redevelopment would not occur but for the ability to use revenue allocation funds to fund certain significant public infrastructure improvements and projects removing certain impediments to development.

One result of new construction occurring outside the revenue allocation area (Idaho Code §§ 63-802 and 63-301A) is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction[7] . From and after December 31, 2006, Idaho Code § 63-301A prohibits taxing entities from including, as part of the new construction roll, the increased value related to new construction within a revenue allocation area until the revenue allocation authority is terminated, or a deannexation occurs[8] . Any new construction within the Project Area is not available in the short term for inclusion by the taxing entities to increase their budget capacity. Upon termination of this Plan or deannexation of area, the taxing entities will be able to include a percentage of the increment value on new construction roll for purposes of setting the following year's budget and revenue from such value is not limited to the eight percent cap set forth in Idaho Code § 63-802.

As the 2026 certified levy rates are not determined until late November 2026, the 2025 certified levy rates obtained from the publication entitle *2025 Bonneville County Levies Based on Each $1.00 Market Value* found on the Bonneville County website have been used in the for purposes of the analysis[9]. For Tax Year 2025, those taxing districts and levy rates are as follows:

Taxing Districts Levy Rates:

[7] House Bill 389 amended Idaho Code Sections 63-802 and 63-301A limiting the value placed on the new construction roll and available to a taxing district for a budget capacity increase. This could result in lower levy rates over time.

[8] Subject to a limited exception in Idaho Code Section 63-301A(3)(k).

[9] Due to the timing of the taxing districts' budget and levy setting process, certification of the 2026 levy rates did not occur until after this Plan had been prepared and was in the process of being considered by the Agency. In order to provide a basis to analyze the impact on the taxing entities, the 2025 levy rates are used. Use of the 2025 levy rates provides a more accurate base than estimating the 2026 levy rates.

Bonneville County Ambulance	0
Bonneville County	.002487425
Bonneville County Road & Bridge	.000041208
School District No. 91	0
College of Eastern Idaho	.000087284
City of Idaho Falls	.005838181
Flood Control #1	.000004140
Lincoln Cemetery	.000004712
TOTAL[10]	.00846295

The Study has made certain assumptions concerning the levy rate. First, pursuant to Idaho Code § 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Project Area. The Study has taken this statute into account. This is also the reason there is no anticipated impact to School District #91.

House Bill 436, effective retroactive to January 1, 2025, amends Idaho Code § 50-2906 providing that fire protection and ambulance service districts are not subject to the financing provisions of a revenue allocation area modified after July 1, 2025, unless the fire protection district and/or the ambulance service district each consent to be included pursuant to the process outlined in Idaho Code § 50-2906(4). This amendment will apply to this Plan. Should Bonneville County Ambulance fail to consent to be included in the Project Area, the levy from that district will not generate revenue for this Project Area. To be conservative the Plan and the Study do not include receipt of revenue allocation funds from the Bonneville County Ambulance levy in the revenue model. As the Flood Control #1 only overlays a portion of the Project Area it has not been included in the net levy rate for purposes of the Study. If the overall levy rate is less than projected, or if expected development fails to occur as estimated, the Agency shall receive fewer funds from revenue allocation.

The Study analyzes two revenue models: the conservative model and the moderate model.

For the conservative model, the following assumptions were made, in part, to support the revenue projection:

1. Total valuation is assumed to increase 2%/year
2. Applicable tax levy rate is assumed to decrease 1%/year
3. Assumes new development will occur in phases and will be realized on the tax rolls in 2030, 2032 and 2034.

[10] Net of voter approved bonds and levies.

For the moderate model, the following assumptions were made, in part, to support the revenue projection:

1. Total valuation is assumed to increase 5%/year
2. Applicable tax levy rate is assumed to decrease 2%/year
3. Assumes new development will occur in phases and will be realized on the tax rolls in 2030, 2032 and 2034.

503 Phasing and Other Fund Sources

The Agency anticipates other sources of funds for the additional projects on the project list, which may include City, and other public entity parties, owner/developer participation, and financing. It is important to note this Plan does not financially bind or obligate the City, Agency, and/or any other public entity to any project or property acquisition. The City and/or other local government entities continue to be subject to statutory and constitutional budget and levy limitations. The City, Agency, and/or other public entity participation in any project shall be determined by the amount of revenue allocation funds generated and pursuant to the annual budgeting process.

504 Lease Revenue and Bonds

Under the Law (Idaho Code § 50-2012), the Agency is authorized to issue revenue bonds to finance certain public improvements identified in the Plan. Under that type of financing, the public entity would pay the Agency a lease payment annually which provides certain funds to the Agency to retire the bond debt. Another variation of this type of financing is sometimes referred to as conduit financing, which provides a mechanism where the Agency uses its bonding authority for the Project, with the end user making payments to the Agency to retire the bond debt. These sources of revenues are not related to revenue allocation funds and are not particularly noted in the Study, because of the "pass through" aspects of the financing. Under the Act, the economic feasibility study focuses on the revenue allocation aspects of the Agency's financial model.

These financing models typically are for a longer period of time than the 20-year period set forth in the Act. However, these financing models do not involve revenue allocation funds, but rather funds from the end users which provide a funding source for the Agency to continue to own and operate the facility beyond the term of the Plan as allowed by Idaho Code § 50-2905(8) as those resources involve funds not related to revenue allocation funds.

505 Membership Dues and Support of Community Economic Development

The Act is premised upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate and support non-

profit organizations established to support Agency best practices and administration. The line item of Administration Costs within the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.

600 ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan in support of the design, planning, construction public facilities and other goals set forth in the Comprehensive Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing deterioration. Actions by the City or other public entities, may include, but not be limited to, the following:

a. Institution and completion of proceedings necessary for changes and improvements in private and publicly owned public utilities within or affecting the Project Area.

b. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.

c. Imposition wherever necessary of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.

d. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.

e. Building Code enforcement.

f. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the development and/or redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.

g. Institution and completion of proceedings necessary for the establishment of a local improvement district under Chapter 17, Title 50, Idaho Code, or a business improvement district, or a community infrastructure district.

h. The undertaking and completing of any other proceedings necessary to carry out the Project.

i. Administration of Community Development Block Grant funds that may be made available for this Project.

j. Appropriate agreements with the Agency for administration, supporting services, funding sources, and the like.

k. The waiver of any hookup or installation fee for sewer, water, or other utility services for any facility owned by any public agency, including any Agency facility.

l. Joint funding of certain public improvements, subject to public entity annual appropriation, including but not limited to those identified in this Plan and Attachment 5 to the Plan.

m. Use of public entity labor, services, and materials for construction of the public improvements listed in this Plan.

n. Assist with coordinating and implementing the public improvements in the Project Area identified in the Study.

o. Transfer of real property or improvements upon Agency request.

p. Contribute land for right-of-way improvements at no cost to support construction of the public improvements lists in the Plan.

The foregoing actions, if taken by the City, or other public entity, do not constitute any commitment for financial outlays by the City or any other public entity.

In addition to the above, other public entities shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan.

601 Maintenance of Public Improvements

The Agency has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The Agency will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement. The Agency expects to dedicate public improvements to the City.

700 ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

800 DURATION OF THIS PLAN, TERMINATION, AND ASSET REVIEW

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code §§ 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2046, except for any revenue allocation proceeds received in calendar year 2047, as contemplated by Idaho Code § 50-2905(7). The Agency may use proceeds in 2047 to complete the projects set forth herein. As stated in the Plan, any owner participation agreement or disposition and development agreement obligations will cease as of December 31, 2046.

Pursuant to Idaho Code § 50-2914 the Agency may terminate an urban renewal plan containing a revenue allocation financing provision in accordance with the provisions of Idaho Code §§ 50-2903(5) and 50-2909(4). Idaho Code § 50-2903(5) provides "[i]n the event that the [A]gency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years", the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1 in the year of termination. In order to provide sufficient notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2047, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located by the County Clerk in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code § 50-2909 shall thereupon terminate.

b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.

c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue

Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code § 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall make its best efforts to adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code § 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code § 63-215.

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, subject to the following paragraph, the Agency intends to dispose of any remaining assets by granting or conveying or dedicating such assets to the City, unless based on the nature of the asset, disposition to another public entity is more appropriate.

As allowed by Idaho Code § 50-2905(8), the Agency may retain assets or revenues generated from such assets as long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a lease income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility. For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.

900 PROCEDURE FOR AMENDMENT OR MODIFICATION

Modification of this Plan by City Council ordinance results in a reset of the base value for the year immediately following the year in which the modification occurred to include the current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream as more fully set forth in Idaho Code § 50-2903A subject to certain limited exceptions contained therein. As more specifically identified above, the Agency's projections are based on estimated values, estimated levy rates, estimated future development, and estimated costs of future construction/improvements. Annual adjustments, as more specifically set forth in the Agency's annual budget, will be required to account for more/less estimated revenue and prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not deemed a modification under Idaho Code § 50-2903A(1)(a)(i). Further, a modification shall not be deemed to occur when "[t]here is a plan amendment to support growth of an existing commercial or industrial project in an existing revenue allocation area, subject to the provisions of section 50-2905A, Idaho Code." Idaho Code § 50-2903A(1)(a)(iv). The Project includes the development and/or redevelopment of a commercial project.

1000 SEVERABILITY

If any one or more of the provisions contained in this Plan to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions in this Plan and shall in no way affect the validity of the other provisions of this Plan.

1100 ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS

Under the Law, the Agency is required to file with the City and the State Controller's office, on or before March 31 of each year, a report of the Agency's activities for the preceding calendar year, which report shall include certain financial information required under Idaho Code § 67-1076. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code § 67-1076, the local government registry portal, the tax commission plan repository, see Idaho Code § 50-2913, the tax commission's plan modification annual attestation, see Idaho Code § 50-2903A. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Bonneville County Board of County Commissioners.

1200 APPENDICES, ATTACHMENTS, EXHIBITS, TABLES

All attachments and tables referenced in this Plan are attached and incorporated herein by their reference. All other documents referenced in this Plan but not attached are incorporated by their reference as if set forth fully.

Attachment 1

Boundary Map of Urban Renewal Project Area and Revenue Allocation Area

LEGEND

P.O.B. POINT OF BEGINNING

SECTION LINE

BOUNDARY

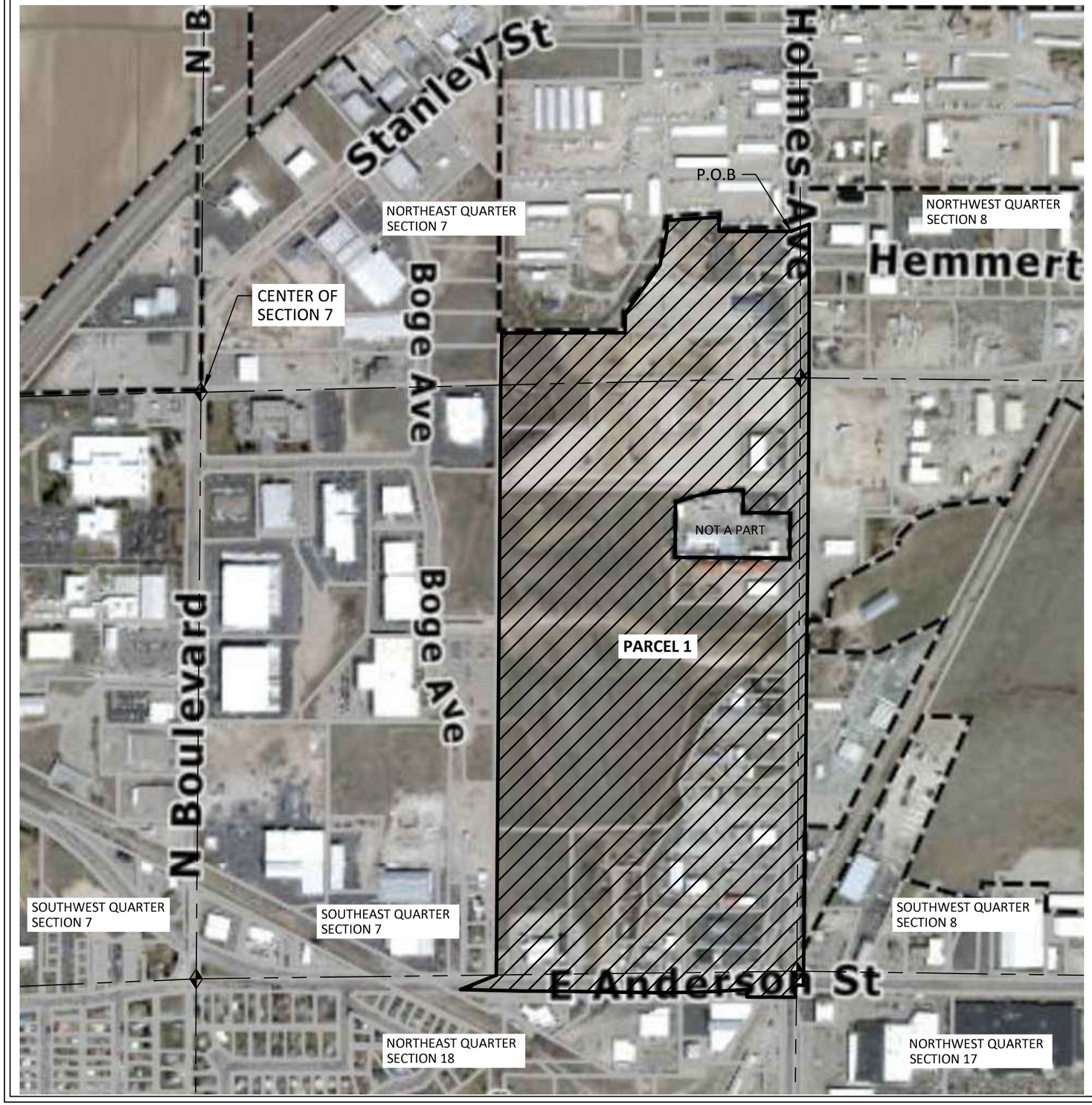
P.L.S.S. CORNER

PROPERTY EXHIBIT

LINCOLN & HOMES RENEWAL DISTRICT IFRA26

PORTIONS OF SECTION 7, 8, 17 AND 18, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO

PROFESSIONAL LAND SURVEYOR REGISTERED 9369 5/5/26 STATE OF IDAHO KURTIS J. ROLAND



BOUNDARY DESCRIPTION

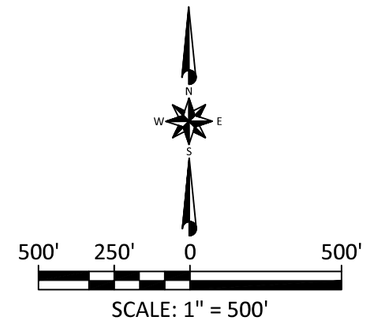
(PARCEL 1)

BEGINNING AT A POINT THAT IS N.00°07'48"W. ALONG THE SECTION LINE 650.57 FEET AND S.89°51'06"W. 39.98 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE AND LIES IN SAID SECTION 7; RUNNING THENCE N.68°43'50"E. 85.83 FEET TO A POINT IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN AND THE WEST BOUNDARY LINE OF SPRINGFIELD ADDITION, DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NO. 1441211, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 2 OF SPENCER ADDITION, DIVISION NO. 1, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°04'57"E. 52.99 FEET; THENCE SOUTHERLY INTO SAID SECTION 8 TO THE LEFT ALONG SAID WEST BOUNDARY LINE CURVE OF SAID SPRINGFIELD ADDITION, DIVISION NO. 1 A DISTANCE OF 52.99 FEET THROUGH A CENTRAL ANGLE OF 00°01'32" TO THE EAST RIGHT-OF-WAY LINE OF SAID NORTH HOLMES AVENUE, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°15'20"W. 1343.74 FEET; THENCE TO THE LEFT ALONG SAID CURVE 1343.74 FEET THROUGH A CENTRAL ANGLE OF 00°39'01"; THENCE S.00°34'37"W. ALONG SAID EAST RIGHT-OF-WAY LINE EXTENDED 1917.32 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE INTO SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING THREE (3) COURSES: (1) THENCE 00°34'37"W. 62.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST ANDERSON ROAD; (2) THENCE N.89°10'05"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE 17.97 FEET TO A POINT OF CURVE WITH A RADIUS OF 22.00 FEET AND A CHORD BEARING S.45°39'50"W. 31.20 FEET; (3) THENCE TO THE LEFT ALONG SAID SOUTH RIGHT-OF-WAY LINE CURVE 34.69 FEET THROUGH A CENTRAL ANGLE OF 90°20'10" TO THE EAST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT OF COMPOUND CURVE WITH A RADIUS OF 62.00 FEET AND A CHORD BEARING S.07°27'21"E. 17.15 FEET; THENCE TO THE LEFT ALONG SAID EAST RIGHT-OF-WAY LINE COMPOUND CURVE 17.21 FEET THROUGH A CENTRAL ANGLE OF 15°54'12"; THENCE S.15°24'27"E. ALONG SAID EAST RIGHT-OF-WAY LINE 15.48 FEET; THENCE N.89°43'10"W. 49.14 FEET INTO SECTION 18, TOWNSHIP 2 NORTH, RANGE 38 EAST TO THE NORTHEAST CORNER OF BLOCK 1, MAYFLOWER ADDITION, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°43'10"W. ALONG THE NORTH LINE OF SAID MAYFLOWER ADDITION 167.77 FEET; THENCE N.00°18'02"E. 33.38 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID EAST ANDERSON ROAD; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE S.86°32'31"W. 140.47 FEET TO A POINT OF CURVE WITH A RADIUS OF 2054.00 FEET AND A CHORD BEARING S.87°54'24"W. 97.82 FEET; (2) THENCE TO THE RIGHT ALONG SAID CURVE 97.83 FEET THROUGH A CENTRAL ANGLE OF 02°43'44"; (3) THENCE S.89°16'15"W. 154.24 FEET; (4) THENCE N.89°05'37"W. 420.34 FEET TO A POINT OF CURVE WITH A RADIUS OF 5042.00 FEET AND A CHORD BEARING N.89°43'12"W. 177.64 FEET; (5) THENCE TO THE RIGHT ALONG SAID CURVE 177.64 FEET THROUGH A CENTRAL ANGLE OF 02°01'07"; (6) THENCE N.88°42'38"W. 280.79 FEET; THENCE N.67°58'14"E. 172. 48 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE INTO SAID SECTION 7 THE FOLLOWING TEN (10) COURSES: (1) THENCE N.00°25'05"E. ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 A DISTANCE OF 2617.01 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; (2) THENCE N.01°14'02"E. 230.93 FEET; (3) THENCE N.89°52'05"E. 546.53 FEET; (4) THENCE N.00°08'07"W. 85.55 FEET; (5) THENCE N.35°47'53"E. 263.46 FEET; (6) THENCE N.12°06'06"E. 153.00 FEET; (7) THENCE N.00°08'54"W. 49.30 FEET; (8) N.86°17'06"E. 231.40 FEET; (9) THENCE S.00°08'54"E. 63.70 FEET; (10) THENCE N.89°51'06"E. 319.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1

BEGINNING AT A POINT THAT IS S.00°21'59"W. ALONG THE SECTION LINE 500.00 FEET AND N.89°38'01"W. 251.29 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°21'59"W. 100.00 FEET; THENCE S.89°38'01"E. 208.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°32'57"W. 114.61 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 114.61 FEET THROUGH A CENTRAL ANGLE OF 00°03'20"; THENCE S.00°34'37"W. ALONG SAID WEST RIGHT-OF-WAY LINE 85.40 FEET; THENCE N.89°38'01"W. 508.16 FEET; THENCE N.00°21'59"E. 243.52 FEET TO A POINT OF CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING N.79°42'15"E. 305.27 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19'25" TO THE POINT OF BEGINNING.

PARCEL 1 CONTAINING: 96.730 ACRES



SCALE: 1" = 500'

EAGLE ROCK ENGINEERING

CIVIL ○ PLANNING ○ SURVEYING

IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	TERRY HANSEN
DRAWN BY:	ANGIE GARCIA
APPROVED BY:	ADAM SNARR
PROJECT NO.	26076
DATE:	May 5, 2026
CAD NAME:	26076 RENEWAL SURVEY EXHIBITS.DWG

Attachment 2

Legal Description of Urban Renewal Project Area and Revenue Allocation Area

URBAN RENEWAL DISTRICT BOUNDARY DESCRIPTION

PORTIONS OF SECTION 7, 8, 17 AND 18, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

(PARCEL 1)

BEGINNING AT A POINT THAT IS N.00°07'48"W. ALONG THE SECTION LINE 650.57 FEET AND S.89°51'06"W. 39.98 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE AND LIES IN SAID SECTION 7; RUNNING THENCE N.68°43'50"E. 85.83 FEET TO A POINT IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN AND THE WEST BOUNDARY LINE OF SPRINGFIELD ADDITION, DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NO. 1441211, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 2 OF SPENCER ADDITION, DIVISION NO. 1, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°04'57"E. 52.99 FEET; THENCE SOUTHERLY INTO SAID SECTION 8 TO THE LEFT ALONG SAID WEST BOUNDARY LINE CURVE OF SAID SPRINGFIELD ADDITION, DIVISION NO. 1 A DISTANCE OF 52.99 FEET THROUGH A CENTRAL ANGLE OF 00°01'32" TO THE EAST RIGHT-OF-WAY LINE OF SAID NORTH HOLMES AVENUE, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°15'20"W. 1343.74 FEET; THENCE TO THE LEFT ALONG SAID CURVE 1343.74 FEET THROUGH A CENTRAL ANGLE OF 00°39'01"; THENCE S.00°34'37"W. ALONG SAID EAST RIGHT-OF-WAY LINE EXTENDED 1917.32 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE INTO SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING THREE (3) COURSES: (1) THENCE 00°34'37"W. 62.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST ANDERSON ROAD; (2) THENCE N.89°10'05"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE 17.97 FEET TO A POINT OF CURVE WITH A RADIUS OF 22.00 FEET AND A CHORD BEARING S.45°39'50"W. 31.20 FEET; (3) THENCE TO THE LEFT ALONG SAID SOUTH RIGHT-OF-WAY LINE CURVE 34.69 FEET THROUGH A CENTRAL ANGLE OF 90°20'10" TO THE EAST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT OF COMPOUND CURVE WITH A RADIUS OF 62.00 FEET AND A CHORD BEARING S.07°27'21"E. 17.15 FEET; THENCE TO THE LEFT ALONG SAID EAST RIGHT-OF-WAY LINE COMPOUND CURVE 17.21 FEET THROUGH A CENTRAL ANGLE OF 15°54'12"; THENCE S.15°24'27"E. ALONG SAID EAST RIGHT-OF-WAY LINE 15.48 FEET; THENCE N.89°43'10"W. 49.14 FEET INTO SECTION 18, TOWNSHIP 2 NORTH, RANGE 38 EAST TO THE NORTHEAST CORNER OF BLOCK 1, MAYFLOWER ADDITION, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°43'10"W. ALONG THE NORTH LINE OF SAID MAYFLOWER ADDITION 167.77 FEET; THENCE N.00°18'02"E. 33.38 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID EAST ANDERSON ROAD; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE S.86°32'31"W. 140.47 FEET TO A POINT OF CURVE WITH A RADIUS OF 2054.00 FEET AND A CHORD BEARING S.87°54'24"W. 97.82 FEET; (2) THENCE TO THE RIGHT ALONG SAID CURVE 97.83 FEET THROUGH A CENTRAL ANGLE OF 02°43'44"; (3) THENCE S.89°16'15"W. 154.24 FEET; (4) THENCE N.89°05'37"W. 420.34 FEET TO A POINT OF CURVE WITH A RADIUS OF 5042.00 FEET AND A CHORD BEARING N.89°43'12"W. 177.64 FEET; (5) THENCE TO THE RIGHT ALONG SAID CURVE 177.64 FEET THROUGH A CENTRAL ANGLE OF 02°01'07"; (6) THENCE N.88°42'38"W. 280.79 FEET; THENCE N.67°58'14"E. 172. 48 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE INTO SAID SECTION 7 THE FOLLOWING TEN (10) COURSES: (1) THENCE N.00°25'05"E. ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 A DISTANCE OF 2617.01 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; (2) THENCE N.01°14'02"E. 230.93 FEET; (3) THENCE N.89°52'05"E. 546.53 FEET; (4) THENCE N.00°08'07"W. 85.55 FEET; (5) THENCE N.35°47'53"E. 263.46 FEET; (6) THENCE N.12°06'06"E. 153.00 FEET; (7) THENCE N.00°08'54"W. 49.30 FEET; (8) N.86°17'06"E. 231.40 FEET; (9) THENCE S.00°08'54"E. 63.70 FEET; (10) THENCE N.89°51'06"E. 319.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1

BEGINNING AT A POINT THAT IS S.00°21’59”W. ALONG THE SECTION LINE 500.00 FEET AND N.89°38’01”W. 251.29 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°21’59”W. 100.00 FEET; THENCE S.89°38’01”E. 208.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°32’57”W. 114.61 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 114.61 FEET THROUGH A CENTRAL ANGLE OF 00°03’20”; THENCE S.00°34’37”W. ALONG SAID WEST RIGHT-OF-WAY LINE 85.40 FEET; THENCE N.89°38’01”W. 508.16 FEET; THENCE N.00°21’59”E. 243.52 FEET TO A POINT OF CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING N.79°42’15”E. 305.27 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19’25” TO THE POINT OF BEGINNING.

PARCEL 1 CONTAINING: 96.730 ACRES

2004 City of Idaho Falls Contro

NAD 83 IDAHO EAST ZONE

C.A.F. 1.000277265 (4719.88')

("Ground") U.S. Survey Feet



Legend:

*3 classifications of lines in drawing.
"1st order"– Lines with accurate data. – Solid.
"2nd order"–Lines w/possible error in excess of 0.10 ft–Hidden.
"3rd order"– Lines lacking data to compare with GPS – Dashed.
*RecordDist layer for reference of old data.
*Elevations are not confirmed.
*The large Red Circles are areas that need data to complete.

Notes:

1. Datum was derived from the recent Bonneville County GPS Project with Mountain River Engineering and Harper–Leavitt Engineering GPS data. Said GPS data was correlated with previous survey data from conventional methods. Points and distances were averaged and many, if adjusted, were only adjusted mere hundredths of a foot from supplied GPS data. I have estimated a possible City wide error of the "First Order Lines" to be within one–tenth of a foot at most points. Due to error introduced by State Plane Coordinates when spanning a larger area, the "one–tenth" is the best that I could attain City wide at one given average elevation.
2. This "Ground" grid seems to fit well with plotting present subdivisions, deeds, etc.
3. Any surveyor using proper GPS methods should be within about one–tenth of a foot when using the locally accepted control, FAA IDA A, SW BASE, IDA15–107, IDA15–111, etc., and using our combined adjustment factor of 1.000277265.
4. Idaho Falls City ordinances call for accuracies of one–tenth of a foot in the field and one–hundreth of a foot for mathematical calculations.
5. I would appreciate any input that will improve the accuracy of this grid. Please report any errors you notice and supply new and improved survey data that has been confirmed and that will benefit a standard and basis we all can use.

I will continue to work on this control for your benefit.

John Smith – City Surveyor –
612–8255 – jsmith@ci.idaho–falls.id.us

ALL MEASURED BEARING SHOWN HEREON RELATE DIRECTLY TO THE CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004, WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) U.S. 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.

Attachment 3

Private Properties Which May Be Acquired by Agency

1. The Agency has not identified any particular parcel for the construction of public improvements or for private redevelopment. Properties which may be subject to acquisition include parcels to:

   a) assemble with adjacent parcels to facilitate development and/or redevelopment;
   b) assemble with adjacent rights-of-way to improve configuration and enlarge parcels for development and/or redevelopment;
   c) reconfigure sites for development and/or redevelopment and possible extension of streets or pathways;
   d) assemble for future transfer to qualified developers to facilitate the development of mixed-use, residential, commercial and retail, and industrial projects or
   e) assemble for the construction of certain public improvements, including but not limited to streets, streetscapes, power, water and sewer improvements, environmental remediation/site preparation, pedestrian/bike paths and trails, recreation access points, and other public facilities.

2. The Agency reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.

3. The Agency reserves the right to acquire property needed to provide adequately sized sites for high priority projects for the development of public improvements (the exact location of which has not been determined).

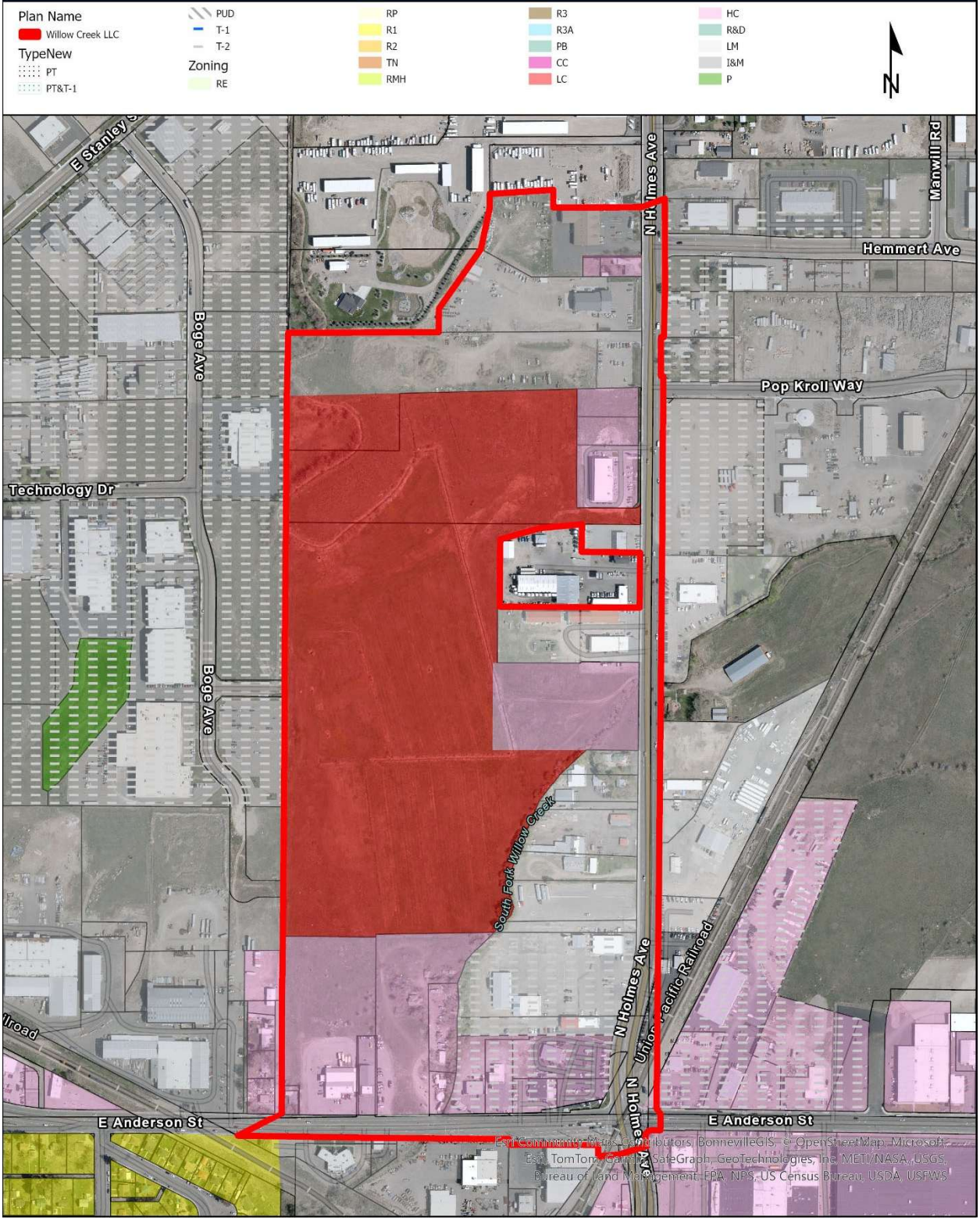
4. Other parcels may be acquired for the purpose of facilitating catalyst or demonstration projects, constructing new streets, enhancing public spaces, or to implement other elements of the urban renewal plan strategy and/or any master plan for the Project Area.

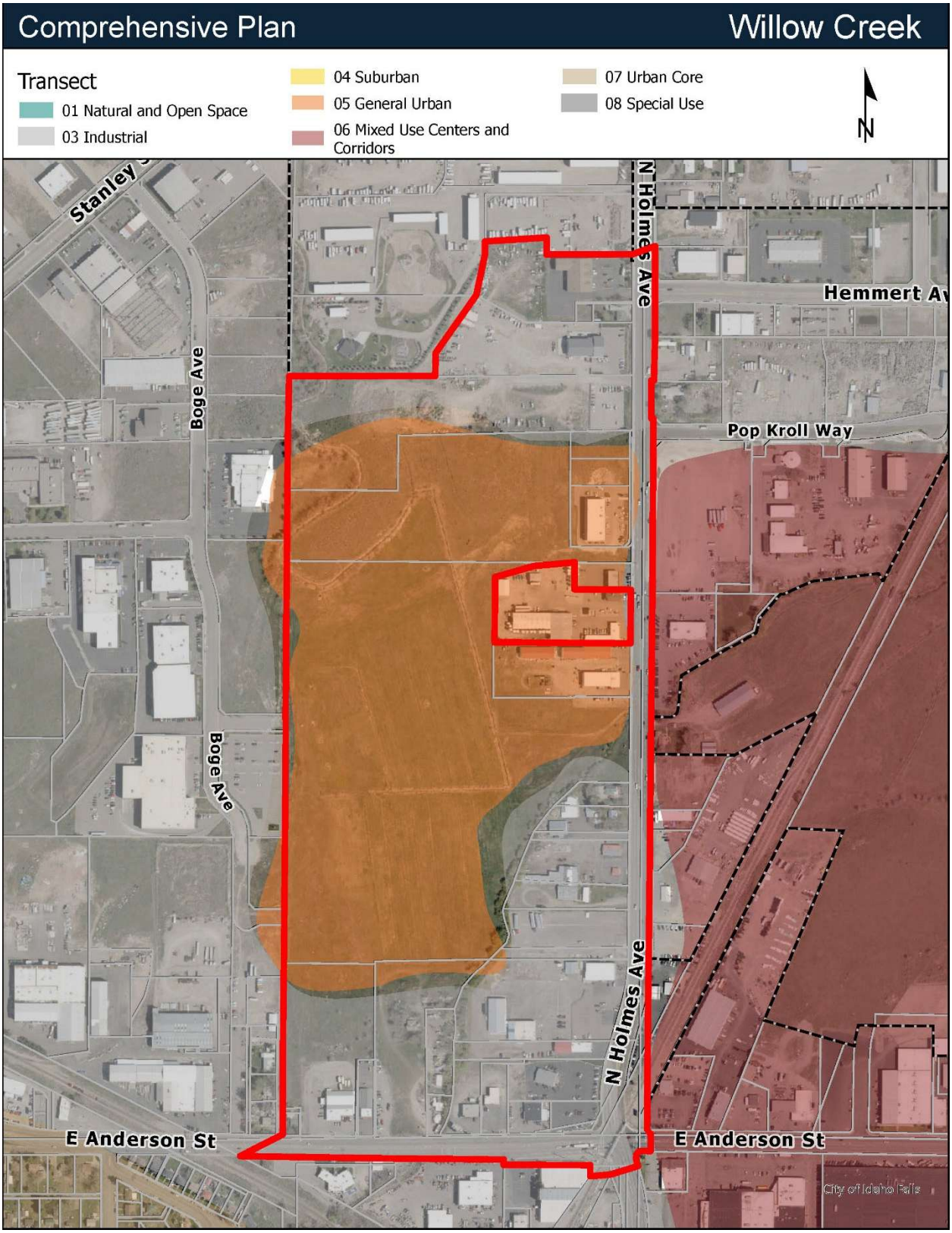
Attachment 4

Map Depicting Expected Land Uses and Current Zoning Map
of the Project Area

Zoning Map

Willow Creek




Comprehensive Plan
Willow Creek
Transect
01 Natural and Open Space
03 Industrial
04 Suburban
05 General Urban
06 Mixed Use Centers and Corridors
07 Urban Core
08 Special Use
N
Stanley
Boge Ave
Boge Ave
N Holmes Ave
N Holmes Ave
Hemmert Av
Pop Kroll Way
E Anderson St
E Anderson St
City of Idaho Falls

Attachment 5

Economic Feasibility Study

Attachment 5
Willow Creek Urban Renewal District
Economic Feasibility Study

Background

In August 2024, the Idaho Falls City Council approved the Eligibility Study for the proposed Willow Creek Urban Renewal District (Willow Creek). The area is approximately 100 acres located west of Holmes Avenue and north of Anderson Street. To the west of the area is the Intermountain Business and Technology Park and Stanley Boge Urban Renewal District. The eligibility study found the area qualifies to become an urban renewal district by meeting at least one of the 15 statutory criteria. The primary known deterrents to development in the area are shallow basalt rock, the need for utilities, the lack of streets serving the area, and faulty lot layout. With the approval of the Eligibility Study the City Council authorized the development of an Urban Renewal Plan and creation of a Revenue Allocation Area (Project Area) for Willow Creek. The boundaries of Willow Creek Project Area are shown on Map 1.

The purpose of this study is to determine the economic feasibility of the proposed Willow Creek Project Area by analyzing whether the tax increment revenue from anticipated development will be sufficient to cover the costs of public improvements and other eligible expenses. This report relies on information provided by private developers as well as data provided by staff at the City of Idaho Falls and Bonneville County. This data was used to create projected revenues, expenses, and overall cash flow for the life of the urban renewal district. These are shown in a series of tables, followed by a brief analysis of the Project Area's economic feasibility.



Map 1: Willow Creek Project Area

Project Area and Description

The Willow Creek Project Area includes approximately 100 acres and is located generally north of Anderson Street, west of Holmes Avenue, and west and south of Highway 20. Heavy commercial and industrial uses have developed around the area, but this section has remained vacant, largely due to shallow basalt and the expense of constructing streets and utilities to serve the buildings. Shallow basalt has been the primary driver of other urban renewal districts in the area including Stanley Boge, Anderson Bush, and Yellowstone Square. Because of the surrounding development, the Willow Creek area also has very limited access to existing public streets and utilities.

The proposed development in the Willow Creek Project Area is shown on Figure 1 on the following page. It is primarily residential, with 454 dwelling units proposed. The residential buildings range from 6-unit to 51-unit structures. There will also be a clubhouse for residents, along with a limited number of garages and storage units. The master plan also shows two 10,000 square feet commercial buildings. The project will be built in three phases, beginning in the fall of 2026. Phase 1 includes 171 dwellings and the clubhouse. It is anticipated to be completed in early 2028. Phase 2 will begin in 2028 and complete in 2030. It includes 135 dwellings. The final phase will be built between 2030 and 2032. This phase will include 148 dwelling units and the two commercial buildings.

There are two public roads planned within the development: Aspen View Road and Alpine Ridge Road. Aspen View Road will connect east/west across the site, connecting Ronald Avenue with Holmes Avenue. Alpine Ridge is on the southern side of the site and connects to Anderson and a road yet to be platted to the west. These roads will include public sewer, water, and power. The other roadways in the development are proposed to be private. The utilities in the private roads will be placed within public utility easements (PUE) and constructed to City standards.

The Agency has historically required developers to cover the costs of public infrastructure, site remediation, and other eligible expenses and then receive reimbursement through tax increment financing (TIF) revenues as private projects are complete and added to the tax rolls. This has generally been accomplished through an owner participation agreement (OPA). Because the main site within the Project Area is under a single ownership, an OPA is anticipated to be utilized to reimburse the owner for eligible expenses. There are also additional public and eligible projects which may be initiated by the Agency or the City. These projects and very rough potential cost estimates are listed in Table 2. They are not included in the cash flow tables specifically, but are evaluated to see if they will be covered by revenues not committed through the OPA. This study reviews the timing and valuation of private projects, the anticipated costs of public infrastructure and site remediation, and projected tax increment revenues based on trends in valuation and levy rates. These data points along with several assumptions outlined with each table in the report will evaluate if the revenues will be sufficient to cover the costs of the projects.

THE ASPENS ON ALPINE RIDGE
SITE MASTER PLAN



Figure 1: Aspens Master Plan

Summary of Findings:

Anticipated revenues from the Willow Creek Project Area will be sufficient to cover eligible expenses supporting private development. There will also be sufficient funds to cover several of the potential projects initiated by the Agency or City.

Study Approach

Private and Public Projects

This study reviewed private development projects within the Willow Creek Project Area. Land uses, estimated values, and estimated completion years are listed in Table 1. For public projects and other eligible expenses, the project type and estimated cost is shown in Table 2. Escalation was not added to either private or public project costs. Values for eligible expenses on the development site were derived from information supplied by the developer and extrapolated from similar projects recently bid or completed. Expenses for other potential projects are rough estimates only based on conversations and emails with City staff and should be viewed as placeholders only, not accurate estimates.

There are two project costs which merit additional detail. Table 2 shows there are two estimates for rock blasting and removal. One is for the utilities in Aspen View Road and Alpine Ridge Road. The second is for blasting required on the 36-unit apartment building in Phase 2. Most of the buildings in the development have been placed outside of the areas with rock less than 5-feet deep. The 36-unit building, however, is on the western boundary of the Project Area where rock is nearly surface level. The second project cost which has been itemized separately is for the public utilities within the PUE. The Agency has historically assisted with the costs of public utilities, which these will be. However, public utilities which the agency has participated in have been within public rights-of-way. This report reviewed the costs of these public utilities as if they will be reimbursed as part of the OPA, but the Agency has the discretion to determine whether or not they will participate.

Table 1: Private Development Projects

Phase 1	No. of Build	Total Units	Estimated Value*	Year Completed
24-unit building	2	48	$ 8,160,000	2028
36-unit building	2	72	$ 12,240,000	2028
51-unit building	1	51	$ 8,670,000	2028
Clubhouse	1		$ 1,000,000	2028
Garages		28	$ 700,000	2028
Storage Units		54	$ 405,000	2028
Phase 1 Totals	**6**	**171**	**$ 31,175,000**	
Phase 2				
24-unit building	2	48	$ 8,160,000	2030
36-unit building	1	36	$ 6,120,000	2030
51-unit building	1	51	$ 8,670,000	2030
Storage Units		54	$ 405,000	2030
Garages		24	$ 600,000	2030
Phase 2 Totals	**4**	**135**	**$ 23,955,000**	
Phase 3				
6-unit building	4	24	$ 4,080,000	2032
8-unit building	11	88	$ 14,960,000	2032
12-unit building	3	36	$ 6,120,000	2032
Commercial Buildings	2	10,000 sq ft each	$ 10,000,000	2032
Storage Units		42	$ 315,000	2032
Garages		21	$ 525,000	2032
Phase 3 Totals	**20**	**148**	**$ 36,000,000**	
Project Totals	**30**	**454**	**$ 91,130,000**	

Table 2: Public and Other Eligible Projects and Estimated Costs

Eligibile Developer Project	Estimated Cost
Aspen View Road (includes utilities)	$1,595,000
Alpine Ridge Road (inlcudes utilities)	$630,000
Rock blasting and removal (public utilities)	$950,000
Rock blasting and removal (building site)	$500,000
Additional utilities in Public Utility Easement	$1,600,000
Total	**$5,275,000**
Agency/City Projects	**Estimated Cost**
Holmes/Anderson Intersection Improvements	$3,000,000
Anderson Street Upgrades	$1,000,000
Holmes Avenue Upgrades	$1,000,000
Utility Capacity Upgrades	$1,000,000
Land Acquisition	$500,000
Total	**$6,500,000**
Total All Projects	**$11,775,000**

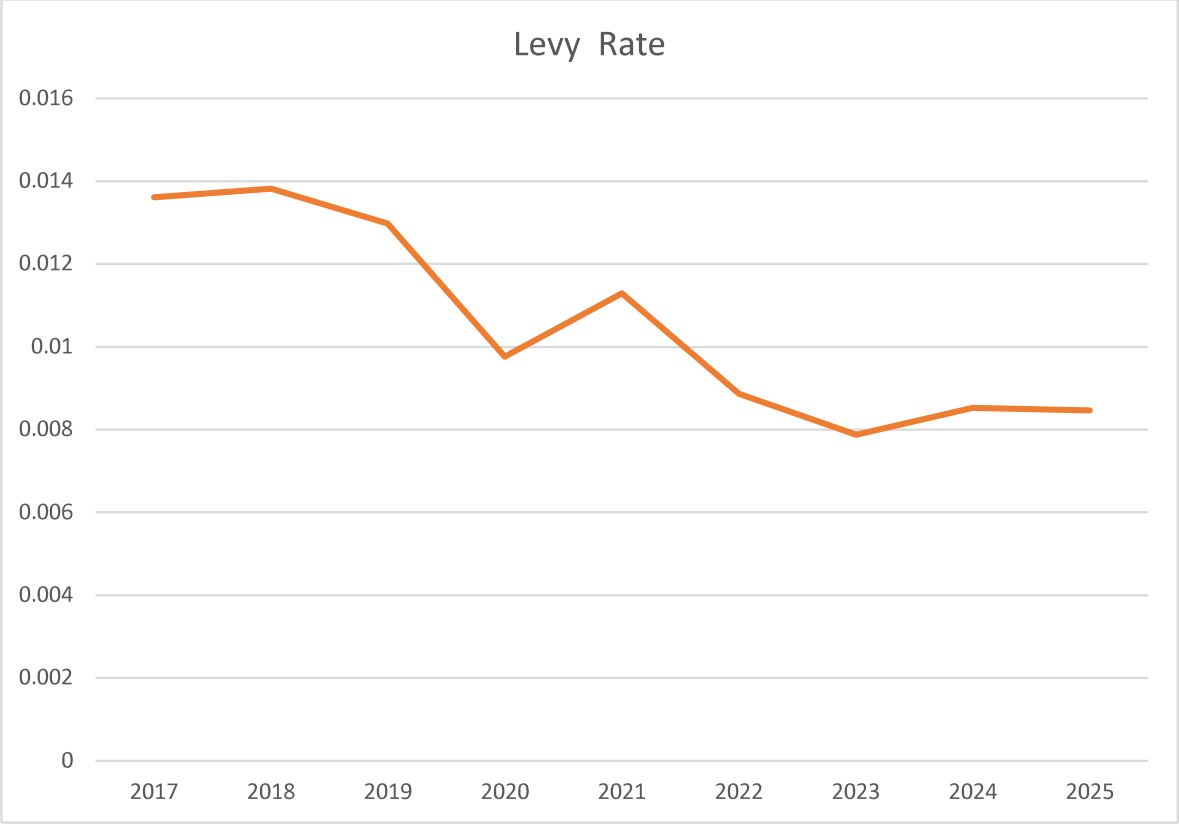
Revenues, Expenses, and Cash Flow

The tables in this study include reviews of anticipated revenues for the Willow Creek Project Area. Those are followed by anticipated cash flows for the Project Area. Each table relies on assumptions regarding project timing, property valuations, and tax levies. Prior studies have relied on a single view of conservative revenue based on a 2% annual growth in valuation and a 1% decrease in annual tax levies. However, a recent review of historical tax levy and property valuation data showed patterns in valuation and levy growth have changed over the past several years. 2020-2021 included two major events that have caused much more dramatic annual variations in property valuations and tax levies. First, COVID-19 influenced at least some of the rapid increase in population growth to smaller cities like Idaho Falls and, consequently, a steep rise in property values. Second, Idaho House Bill 389 (HB 389), passed in 2021, significantly changed how cities, counties, and other taxing districts in Idaho can increase their property tax budgets. While there were three primary components of the bill, the main feature of HB 389 which is causing challenges to budgets is an 8% cap on property tax budget growth. This cap includes the standard 3% annual increase allowed by law, new construction budget capacity increases, and foregone amounts from prior years.

The effect of the changes from HB 389 combined with the rise in property values during and immediately following the pandemic has been much steeper drops in the annual levy rate. For example, from 2017-2018, the city's total value grew 6% and the levy increased 2%. The following year, valuation increased 7% and the levy fell 6%. However, in 2020, the patterns

changed, with valuation growing by 19% and the levy dropping 25%. Similarly, from 2021-2022, valuation grew 12% but the levy fell by 21%. The graphs below show the annual changes. These variations make building a predictable model challenging. 2025 data show the trends may be stabilizing. In 2025 the City's total taxable value decreased 2% and the levy decreased 1%. The average annual change in levy rate between 2017 and 2025 is -5%. The average annual change in taxable valuation is 13%.

To try to account for the potential variations of change in levies and valuations, this study considered three revenue scenarios. The first assumed the regular, conservative property valuation increases of 2% and an annual 1% decrease in the levy. The second, moderate growth model assumed a 5% annual growth in valuation, but a 2% decrease in the levy, which is more consistent with pre-COVID-19 patterns. Third, a model was created to reflect the actual annual average changes from 2017-2025 which showed an annual increase of 13% in property valuation and a decrease of 5% in the levy rate. In reviewing each model, only the first two data sets are included in this report because it was determined that the data in the third model was too skewed by recent changes to be realistically accurate over a 20-year period. Still, using the conservative and moderate increase models provides a range of potential revenues for the Project Area. The subsequent cash flow tables which review revenues to expenses consider both options.



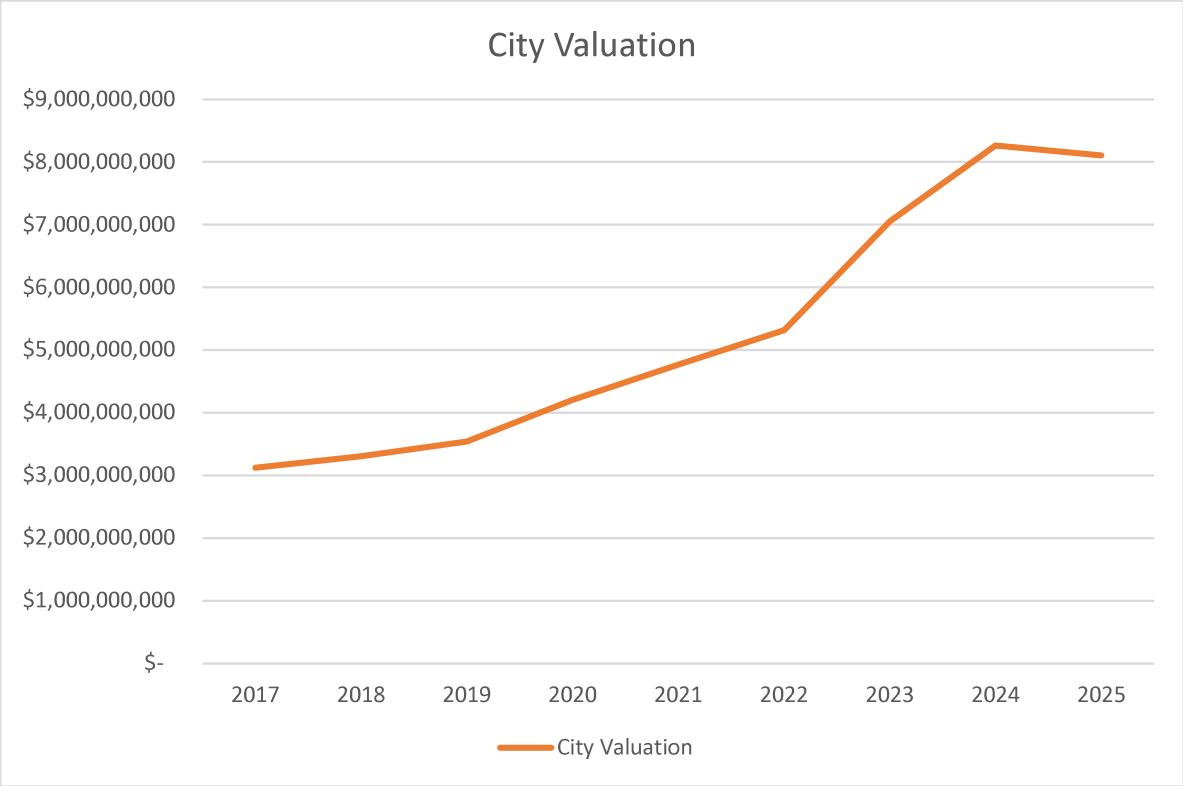


Table 3 is a list of currently applicable levy rates for all parcels in the Project Area. These rates were available through the Bonneville County Assessor's Office website. These levies are the taxable rate per $1.00 of assessed property value. The ambulance levy is listed as NA because of recent changes to Idaho law which now requires that an agency go through a process to request an ambulance or fire district to be included in the Project Area. Inclusion of these two district types is no longer automatic. This report assumes the Agency will not go through this process. This table used the 2025 certified levy rates for Bonneville County taxing districts.

Table 3: 2025 Applicable Levy Rates[1]

Taxing District	Levy Rate
Bonneville County	.002487425
Bonneville County Road and Bridge	.000041208
Idaho Falls City	.005838181
School District 91	NA
Ambulance	NA
Flood Control #1	.000004140
College of Eastern Idaho	.000087284
Lincoln Cemetery	.000004712
Total	**0.00846295**

[1] Source: Idaho State Tax Commission, L-1 Report: Approved Levy Rates by County by District, 2025

Assumptions for Table 4: Willow Creek Project Area Conservative Revenues

1. Total valuation is assumed to increase 2% per year
2. Applicable tax levy is assumed to decrease 1% per year
3. Base value is assumed to remain unchanged
4. Revenues in the Estimated Revenue column are received in the year following the calendar year identified in the Year column
5. Assumes Project Area will be approved by the end of 2026

Table 4: Willow Creek Project Area Revenues, Conservative Projection

Year	Base Value	Total Estimated Valuation	Increment Value	Applicable Levy Rate	Estimated Revenue
2026	$ 11,276,957	$ 11,276,957	$ -	0.00846295	$ -
2027	$ 11,276,957	$ 11,502,496	$ 225,539	0.008379158	$ 1,890
2028	$ 11,276,957	$ 11,732,546	$ 455,589	0.008296196	$ 3,780
2029	$ 11,276,957	$ 11,967,197	$ 690,240	0.008214056	$ 5,670
2030	$ 11,276,957	$ 42,276,541	$ 30,999,584	0.008132729	$ 252,111
2031	$ 11,276,957	$ 43,122,072	$ 31,845,115	0.008052207	$ 256,423
2032	$ 11,276,957	$ 67,939,513	$ 56,662,556	0.007972482	$ 451,741
2033	$ 11,276,957	$ 69,298,303	$ 58,021,346	0.007893546	$ 457,994
2034	$ 11,276,957	$ 106,684,270	$ 95,407,313	0.007815392	$ 745,646
2035	$ 11,276,957	$ 108,817,955	$ 97,540,998	0.007738012	$ 754,773
2036	$ 11,276,957	$ 110,994,314	$ 99,717,357	0.007661398	$ 763,974
2037	$ 11,276,957	$ 113,214,200	$ 101,937,243	0.007585543	$ 773,249
2038	$ 11,276,957	$ 115,478,484	$ 104,201,527	0.007510438	$ 782,599
2039	$ 11,276,957	$ 117,788,054	$ 106,511,097	0.007436078	$ 792,025
2040	$ 11,276,957	$ 120,143,815	$ 108,866,858	0.007362453	$ 801,527
2041	$ 11,276,957	$ 122,546,691	$ 111,269,734	0.007289558	$ 811,107
2042	$ 11,276,957	$ 124,997,625	$ 113,720,668	0.007217384	$ 820,766
2043	$ 11,276,957	$ 127,497,578	$ 116,220,621	0.007145924	$ 830,504
2044	$ 11,276,957	$ 130,047,529	$ 118,770,572	0.007075173	$ 840,322
2045	$ 11,276,957	$ 132,648,480	$ 121,371,523	0.007005122	$ 850,222
2046	$ 11,276,957	$ 135,301,449	$ 124,024,492	0.006935764	$ 860,205
				TOTAL	**$ 11,856,529**

Assumptions for Table 5: Willow Creek Project Area Revenues, Moderate Projection

1. Total valuation is assumed to increase 5% per year
2. Applicable tax levy is assumed to decrease 2% per year
3. Base value is assumed to remain unchanged
4. Revenues in the Estimated Revenue column are received in the year following the calendar year identified in the Year column
5. Assumes Project Area will be approved by the end of 2026

Table 5: Willow Creek Project Area Revenues, Moderate Projection

Year	Base Value	Total Estimated Valuation	Increment Value	Applicable Levy Rate	Estimated Revenue
2026	$ 11,276,957	$ 11,276,957	$ -	0.00846295	$ -
2027	$ 11,276,957	$ 11,840,805	$ 563,848	0.00829701	$ 4,678
2028	$ 11,276,957	$ 12,432,845	$ 1,155,888	0.008134323	$ 9,402
2029	$ 11,276,957	$ 13,054,487	$ 1,777,530	0.007974827	$ 14,175
2030	$ 11,276,957	$ 43,777,212	$ 32,500,255	0.007818458	$ 254,102
2031	$ 11,276,957	$ 45,966,072	$ 34,689,115	0.007665155	$ 265,897
2032	$ 11,276,957	$ 72,219,376	$ 60,942,419	0.007514857	$ 457,974
2033	$ 11,276,957	$ 75,830,345	$ 64,553,388	0.007367507	$ 475,598
2034	$ 11,276,957	$ 115,621,862	$ 104,344,905	0.007223046	$ 753,688
2035	$ 11,276,957	$ 121,402,955	$ 110,125,998	0.007081418	$ 779,848
2036	$ 11,276,957	$ 127,473,103	$ 116,196,146	0.006942567	$ 806,699
2037	$ 11,276,957	$ 133,846,758	$ 122,569,801	0.006806438	$ 834,264
2038	$ 11,276,957	$ 140,539,096	$ 129,262,139	0.006672978	$ 862,563
2039	$ 11,276,957	$ 147,566,051	$ 136,289,094	0.006542136	$ 891,622
2040	$ 11,276,957	$ 154,944,353	$ 143,667,396	0.006413858	$ 921,462
2041	$ 11,276,957	$ 162,691,571	$ 151,414,614	0.006288097	$ 952,110
2042	$ 11,276,957	$ 170,826,149	$ 159,549,192	0.0061648	$ 983,589
2043	$ 11,276,957	$ 179,367,457	$ 168,090,500	0.006043922	$ 1,015,926
2044	$ 11,276,957	$ 188,335,830	$ 177,058,873	0.005925414	$ 1,049,147
2045	$ 11,276,957	$ 197,752,621	$ 186,475,664	0.005809229	$ 1,083,280
2046	$ 11,276,957	$ 207,640,252	$ 196,363,295	0.005695323	$ 1,118,352
				TOTAL	**$ 13,534,377**

Assumptions for Table 6: Willow Creek Project Area Cash Flow with Conservative Revenue

1. Assumptions for changes to revenues and valuations are the same as Table 4
2. Estimated Revenues column reflects actual year revenues are received, which are based on the prior year's taxable valuations.
3. Assumes a single Owner Participation Agreement equal to the amount outlined in Table 2 with developer receiving 75% of TIF revenues collected
4. Agency will collect 10% of revenues for district administration
5. Funds will be accrued for use on other potential public projects or eligible expenses listed in Table 2

Table 6: Willow Creek Project Area Cash Flow with Conservative Revenue

Year	Estimated Revenues	Debt Service (OPA) 75%	OPA Balance	Administration (10% of Revenues)	Cumulative Fund Carryover for Public Projects
2026	$ -	$ -	$ 5,275,000	$ -	$ -
2027	$ -	$ -	$ 5,275,000	$ -	$ -
2028	$ 1,890	$ -	$ 5,275,000	$ 189	$ 1,701
2029	$ 3,780	$ -	$ 5,275,000	$ 378	$ 5,103
2030	$ 5,670	$ -	$ 5,275,000	$ 567	$ 10,205
2031	$ 252,111	$ 189,083	$ 5,085,917	$ 25,211	$ 48,022
2032	$ 256,423	$ 192,318	$ 4,893,599	$ 25,642	$ 86,485
2033	$ 451,741	$ 338,806	$ 4,554,793	$ 45,174	$ 154,247
2034	$ 457,994	$ 343,496	$ 4,211,297	$ 45,799	$ 222,946
2035	$ 745,646	$ 559,234	$ 3,652,063	$ 74,565	$ 334,793
2036	$ 754,773	$ 566,080	$ 3,085,983	$ 75,477	$ 448,009
2037	$ 763,974	$ 572,981	$ 2,513,002	$ 76,397	$ 562,605
2038	$ 773,249	$ 579,937	$ 1,933,065	$ 77,325	$ 678,592
2039	$ 782,599	$ 586,949	$ 1,346,116	$ 78,260	$ 795,982
2040	$ 792,025	$ 594,019	$ 752,097	$ 79,202	$ 914,786
2041	$ 801,527	$ 601,145	$ 150,952	$ 80,153	$ 1,035,015
2042	$ 811,107	$ 150,952	$ -	$ 81,111	$ 1,614,059
2043	$ 820,766	$ -	$ -	$ 82,077	$ 2,352,748
2044	$ 830,504	$ -	$ -	$ 83,050	$ 3,100,202
2045	$ 840,322	$ -	$ -	$ 84,032	$ 3,856,492
2046	$ 850,222	$ -	$ -	$ 85,022	$ 4,621,692
2047	$ 860,205	$ -	$ -	$ 86,020	$ 5,395,876

Assumptions for Table 7: Willow Creek Project Area Cash Flow with Moderate Revenue

1. Assumptions for changes to revenues and valuations are the same as Table 5
2. Estimated Revenues column reflects actual year revenues are received, which are based on the prior year's taxable valuations.
3. Assumes a single Owner Participation Agreement equal to the amount outlined in Table 2 with developer receiving 75% of TIF revenues collected
4. Agency will collect 10% of revenues for district administration
5. Funds will be accrued for use on other potential public projects or eligible expenses listed in Table 2

Table 7: Willow Creek Project Area Cash Flow with Moderate Revenue

Year	Estimated Revenues	Debt Service (OPA) 75%	OPA Balance	Administration (10% of Revenues)	Fund Carryover for Public Projects
2026	$ -	$ -	$ 5,275,000	$ -	$ -
2027	$ -	$ -	$ 5,275,000	$ -	$ -
2028	$ 4,678	$ -	$ 5,275,000	$ 468	$ 4,210
2029	$ 9,402	$ -	$ 5,275,000	$ 940	$ 12,673
2030	$ 14,175	$ -	$ 5,275,000	$ 1,418	$ 25,431
2031	$ 254,102	$ 190,576	$ 5,084,424	$ 25,410	$ 63,546
2032	$ 265,897	$ 199,423	$ 4,885,001	$ 26,590	$ 103,430
2033	$ 457,974	$ 343,480	$ 4,541,520	$ 45,797	$ 172,126
2034	$ 475,598	$ 356,698	$ 4,184,822	$ 47,560	$ 243,466
2035	$ 753,688	$ 565,266	$ 3,619,556	$ 75,369	$ 356,519
2036	$ 779,848	$ 584,886	$ 3,034,670	$ 77,985	$ 473,497
2037	$ 806,699	$ 605,025	$ 2,429,645	$ 80,670	$ 594,501
2038	$ 834,264	$ 625,698	$ 1,803,948	$ 83,426	$ 719,641
2039	$ 862,563	$ 646,923	$ 1,157,025	$ 86,256	$ 849,026
2040	$ 891,622	$ 668,716	$ 488,309	$ 89,162	$ 982,769
2041	$ 921,462	$ 488,309	$ -	$ 92,146	$ 1,323,776
2042	$ 952,110	$ -	$ -	$ 95,211	$ 2,180,675
2043	$ 983,589	$ -	$ -	$ 98,359	$ 3,065,905
2044	$ 1,015,926	$ -	$ -	$ 101,593	$ 3,980,238
2045	$ 1,049,147	$ -	$ -	$ 104,915	$ 4,924,470
2046	$ 1,083,280	$ -	$ -	$ 108,328	$ 5,899,422
2047	$ 1,118,352	$ -	$ -	$ 111,835	$ 6,905,939

Cash Flow Analysis

TIF revenues from private development within the Willow Creek Project Area will be sufficient to cover eligible reimbursable costs. This is true for both the conservative and moderate revenue models. It is also true whether or not the Agency decides to participate in the costs of public utilities within a PUE instead of public ROW. In the conservative revenue model, the anticipated OPA should be repaid by 2042. The moderate revenue model shows the OPA being retired one year earlier in 2041. If the PUE utilities, the OPA is likely to be repaid as early as 2038.

There should also be sufficient remaining funds to participate in additional Agency or City initiated projects. Funds available should range between $5.4-5.9 million to additional projects. Although this appears to be sufficient to most of the projects listed in Table 2 above, it should be reiterated that the associated costs of those projects are placeholders, not verified estimates. Those costs also do not assume cost escalation or any discount for inflation.

Limitations to the Feasibility Study

This study is based on information provided by the Agency, City of Idaho Falls, Bonneville County, and the developer. Any projects, revenues or expenses within this study may be modified by changes in estimated construction schedules, including project completion dates, the economy of the Idaho Falls region, significant changes in the tax levies, and revisions to applicable legislation. The total project costs and potential tax increment revenues are estimates. It also assumes all taxes are paid by property owners within the Project Area in a timely manner. Additionally, this report is intended to provide additional transparency into the proposed projected revenues and expenses for the duration of the Project Area; it is not intended to be an exhaustive list of proposed projects or potential development opportunities.

Attachment 6

Agricultural Operation Consents

[Exhibits B and C Were Originally Attached to Each Consent; To Avoid Duplication and to Reduce Document Size, Exhibits B and C Were Attached One Time to the First Consent]

AGRICULTURAL OPERATION CONSENT FORM

COMES NOW Tyson Fitzgerald, Manager of Willow Creek Park, LLC, and states that Willow Creek Park, LLC owns that certain property generally described as Parcel Identification Number RPA00008077399 in the real property records of Bonneville County, Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and hereby certify:

(1) that the Property has been used, within the last three (3) years, as an agricultural operation; and

(2) that the undersigned have reviewed the materials provided in Exhibit B and have had an opportunity to review the urban renewal eligibility report entitled Willow Creek Eligibility Report, dated August 2024, and prepared by Renee R. Magee, AICP, and as attached hereto as Exhibit C.

Further, Tyson Fitzgerald, Manager of Willow Creek Park, LLC, hereby provides consent and approval that the subject Property may be included within a proposed urban renewal area and may be deemed appropriate for inclusion within an urban renewal project area as defined by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, as the property possesses certain characteristics of eligibility.

DATED this 12th day of June 2026.

Willow Creek Park, LLC

Name: Tyson Fitzgerald
Title: Manager

STATE OF FLORIDA)
) ss:
County of osceola)

On this 12 day of June 2026, before me, a Notary Public for the state of Idaho, personally appeared Tyson Fitzgerald, known or identified to me to be the Manger of the Willow Creek Park, LLC, that executed the instrument or the person who executed the instrument on behalf of said Willow Creek Park, LLC and acknowledged to me that such Willow Creek Park, LLC executed the same.

Produced Florida Driver License via Physical Presence

Matias. casajemas
Notary Public
My Commission Expires on May 5, 2030



EXHIBIT A

PARCEL NUMBER: RPA00008077399

ADDRESS: N. Holmes Avenue

DESCRIPTION

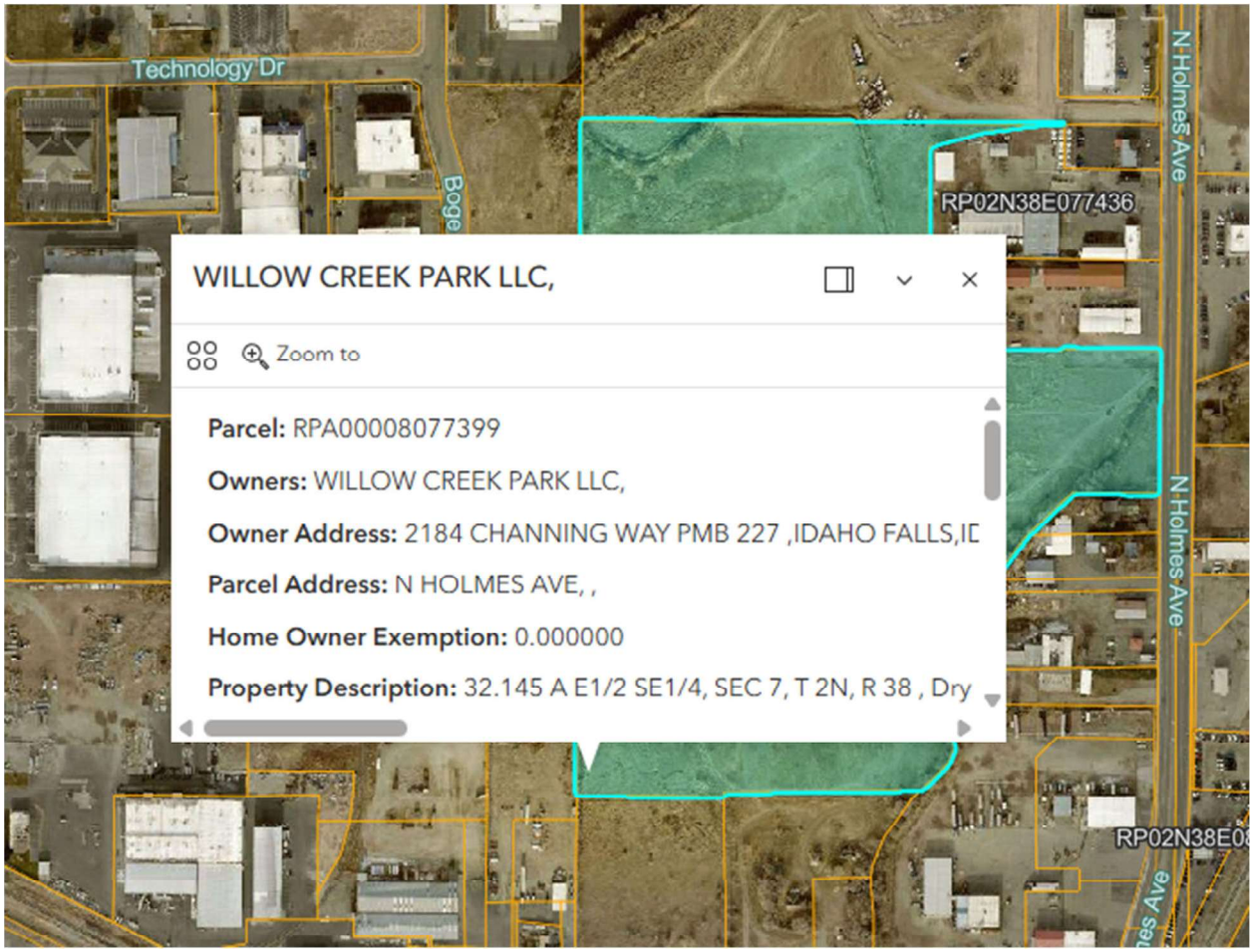


EXHIBIT B

EXCERPTS OF STATUTES

IDAHO CODE §§ 50-2018(8) AND (9)

(8) "Deteriorated area" shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(9) "Deteriorating area" shall mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use; provided, that if such deteriorating area consists of open land the conditions contained in the proviso in section 50-2008(d), Idaho Code, shall apply; and provided further, that any disaster area referred to in section 50-2008(g), Idaho Code, shall constitute a deteriorating area. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

IDAHO CODE § 50-2008

50-2008. Preparation and approval of plan for urban renewal project. (a) An urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.

(b) An urban renewal agency may itself prepare or cause to be prepared an urban renewal plan, or any person or agency, public or private, may submit such a plan to an urban renewal agency. Prior to its approval of an urban renewal project, the local governing body shall submit such plan to the planning commission of the municipality, if any, for review and recommendations as to its conformity with the general plan for the development of the municipality as a whole. The planning commission shall submit its written recommendations with respect to the proposed urban renewal plan to the local governing body within sixty (60) days after receipt of the plan for review. Upon receipt of the recommendations of the planning commission, or if no recommendations are received within said sixty (60) days, then without such recommendations, the local governing body may proceed with the hearing on the proposed urban renewal project prescribed by subsection (c) hereof.

(c) The local governing body shall hold a public hearing on an urban renewal project, after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the municipality. The notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the plan, and shall outline the general scope of the urban renewal project under consideration.

(d) Following such hearing, the local governing body may approve an urban renewal project and the plan therefor if it finds that (1) a feasible method exists for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan conforms to the general plan of the municipality as a whole; (3) the urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the

proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

(e) An urban renewal plan may be modified at any time: Provided that if modified after the lease or sale by the urban renewal agency of real property in the urban renewal project area, such modification may be conditioned upon such approval of the owner, lessee or successor in interest as the urban renewal agency may deem advisable and in any event shall be subject to such rights at law or in equity as a lessee or purchaser, or his successor or successors in interest, may be entitled to assert.

(f) Upon the approval by the local governing body of an urban renewal plan or of any modification thereof, such plan or modification shall be deemed to be in full force and effect for the respective urban renewal area, and the urban renewal agency may then cause such plan or modification to be carried out in accordance with its terms.

(g) Notwithstanding any other provisions of this act, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of a flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the governor of the state has certified the need for disaster assistance under 42 U.S.C. section 5121, or other federal law, the local governing body may approve an urban renewal plan and an urban renewal project with respect to such area without regard to the provisions of subsection (d) of this section and the provisions of this section requiring a general plan for the municipality and a public hearing on the urban renewal project.

(h) Any urban renewal plan containing a revenue allocation financing provision shall include the information set forth in section 50-2905, Idaho Code.

IDAHO CODE § 50-2903(8)

(8) "Deteriorated area" means:
(a) Any area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions that endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

(b) Any area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions that endanger life or property by fire and other causes, or any combination of such factors, results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.

(c) Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.

(d) Any area which the local governing body certifies is in need of redevelopment or rehabilitation as a result of a flood, storm, earthquake, or other natural disaster or catastrophe respecting which the governor of the state has certified the need for disaster assistance under any federal law.

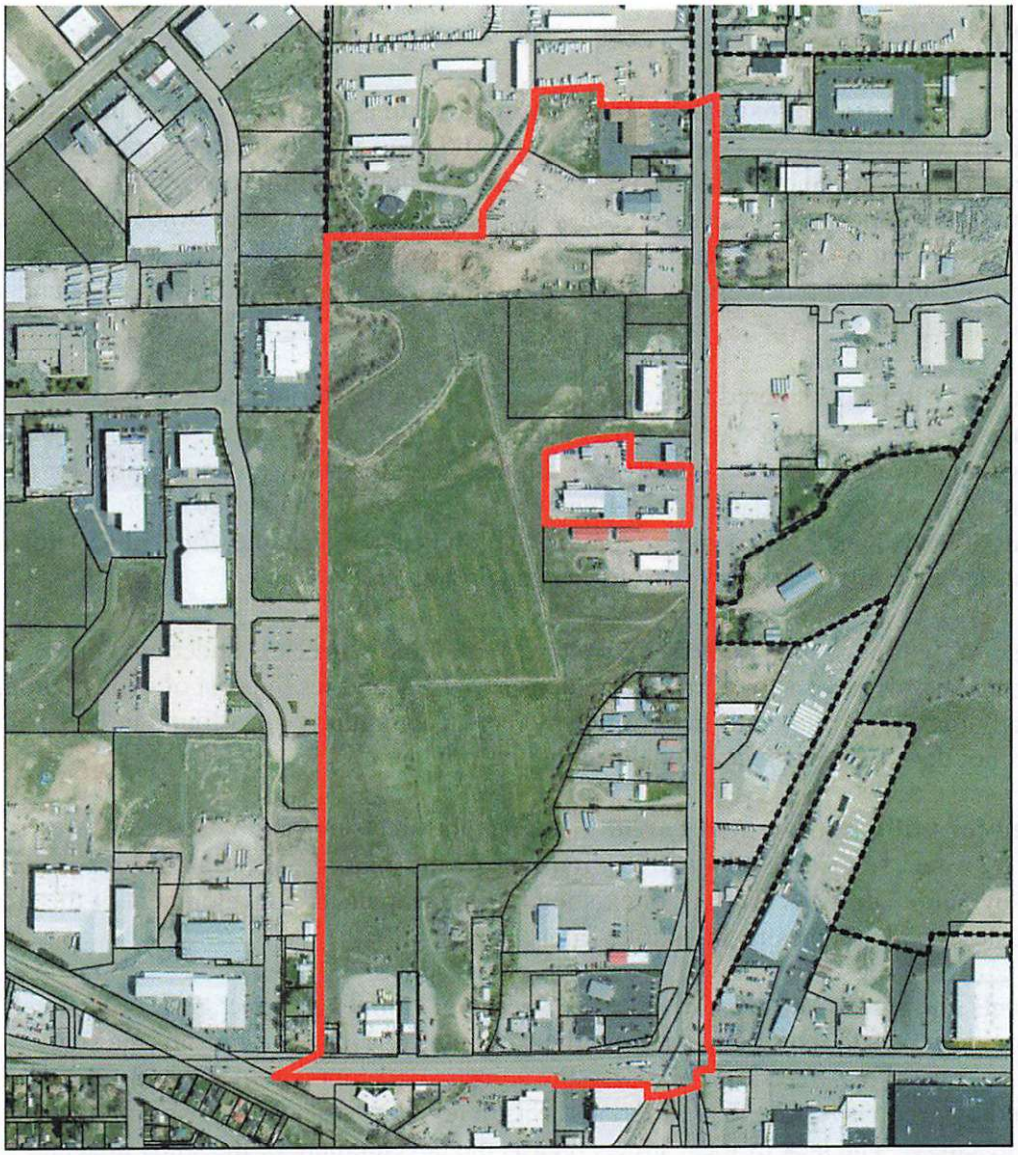
(e) Any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development which would promote the purposes of this chapter.

(f) Deteriorated area does not mean not developed beyond agricultural, or any agricultural operation as defined in section 22-4502(1), Idaho Code, or any forest land as defined in section 63-1701(4), Idaho Code, unless the owner of the agricultural operation or the forest landowner of the forest land gives written consent to be included in the deteriorated area, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

EXHIBIT C

ELIGIBILITY REPORT

4877-7887-9997, v. 1



Willow Creek Eligibility Study

Idaho Falls Redevelopment Agency
August, 2024

Report by Renee R. Magee, AICP
with assistance of Brian Stevens, Idaho Falls Community Development Services

Executive Summary

This report examines approximately 100 acres (referred to as the "study area") in northern Idaho Falls west of Holmes Avenue and north of Anderson Street. Intermountain Business and Technology Park Subdivision forms the western boundary of the study area. The study area's eastern boundary is the east right-of-way line of Holmes Avenue. Anderson Street, including the right-of-way, is the southern boundary of the study area. The south property lines of privately owned parcels lying south of Stanley Avenue form the northern boundary of the study area.

To be eligible to be considered a deteriorating area and/or a deteriorated area, one or more criteria as outlined in Idaho statutes must be applicable to the study area. More than one of the statutory criteria are met in the study area, and, therefore, the study area is eligible for an urban renewal project under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended. The primary reasons for this finding are:

1. **Unsuitable topography.** The study area west of Willow Creek is underlain with widespread basalt rock, a condition which substantially increases the cost of construction, especially for underground utilities. Willow Creek, a community asset found in Freeman Park, is not developed for recreational use in the study area.

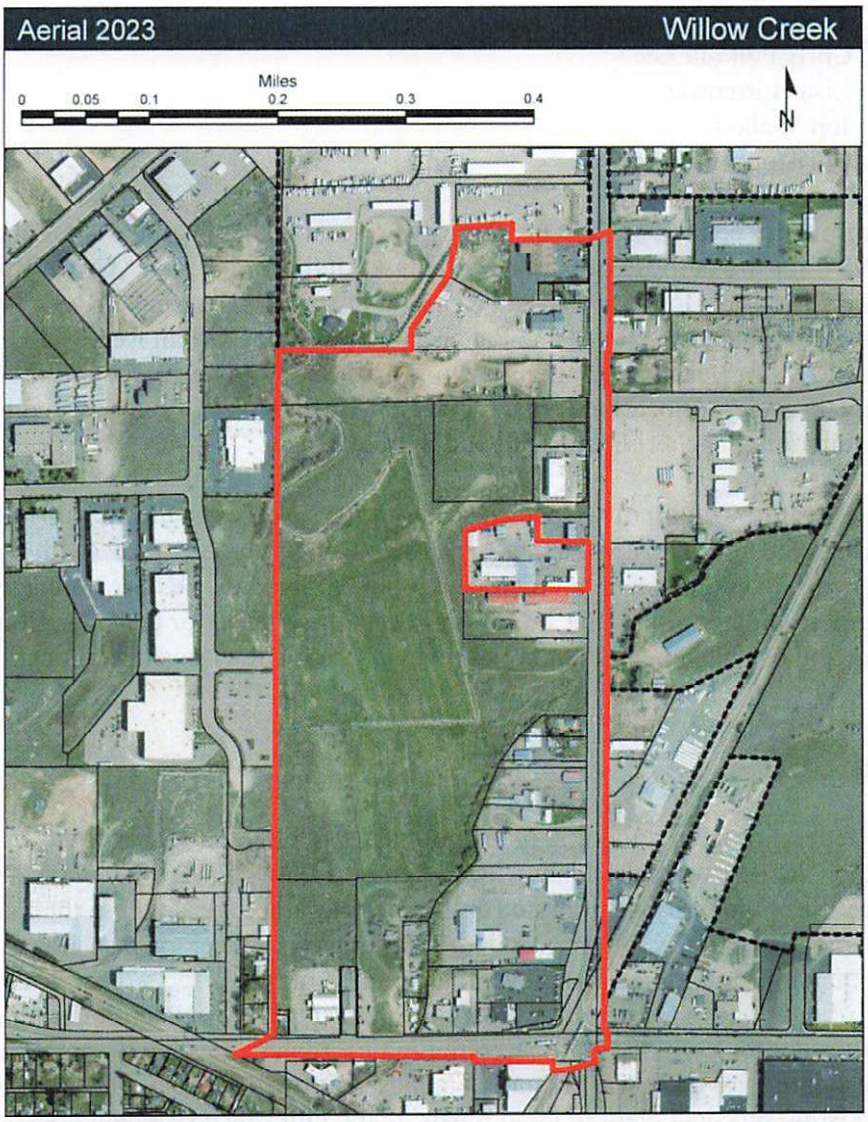
2. **Need for utilities in the study area.** Although the area surrounding the study area is served by water, sewer, electric, and storm drainage, the majority of the study area is not served by public utilities. The lack of existing utilities impairs the development of the area and creates a potential health and public safety issue.

3. **Streets and street patterns.** Anderson Street and Holmes Avenue are arterial streets and provide access to the study area from the community. However, most of the study area is not served by streets, and access to the existing development in the study area is provided by driveways onto these arterial streets, a less than desirable situation for traffic flow and safety. The lack of local streets retards the development of the study area and impairs the growth of Idaho Falls in this immediate area.

4. **Faulty lot layout.** The interior of the study area has not been developed. Although the study area is within Idaho Falls and is served by entrance ways to eastern Idaho, the interior of the study area has not been subdivided. Development has been confined to parcels of immense variation in size and shape immediately adjacent to the arterial streets. Most of the properties have not been platted, and the driveways from each lot to the arterial streets reduce efficient traffic flow and present safety hazards to the adjacent traffic. The residential lots on the arterial streets, due to their shape or size, present a challenge to redevelopment to the desired commercial uses.

The study area meets more than one of the criteria for eligibility. The finding the study area is eligible does not commit either the Idaho Falls Redevelopment Agency or the Idaho Falls City Council to include any or all of the study area within an urban renewal project area.

The boundaries of the study area are shown in red below:



Idaho Falls Redevelopment Agency

The Mayor, with the confirmation of City Council, has appointed seven individuals to the Idaho Falls Redevelopment Agency, the urban renewal agency of the City of Idaho Falls:

Lee Radford, Chair
Brent Thompson, Vice-Chair
Terri Gazdik, Secretary
Chris Pelkola Lee
Lisa Burtenshaw
Jon Walker
Christopher Harvey

The Agency, originally created on July 6, 1966, was re-established by the Mayor and Council on October 20, 1988, for the purpose of eliminating blight in the Snake River Urban Renewal District (formerly Lindsay Boulevard Urban Renewal District). The Snake River Urban Renewal District terminated in 2018. The Pancheri-Yellowstone Urban Renewal District ("Pancheri District") was terminated after eleven years in 2019. The Agency now administers six urban renewal/revenue allocation areas: Anderson-Bush, River Commons, Eagle Ridge, Jackson Hole Junction, Pancheri East Bank, and Stanley Boge.

Wade Sanner, Director, Community Development Services, serves as the executive director of the Agency. Elam & Burke, P.A. is the legal counsel. Renee Magee, AICP, with the assistance of Brian Stevens of Idaho Falls Community Development Services, has been engaged to prepare an eligibility report to determine if the study area meets the criteria for consideration for an urban renewal project and establishment of an urban renewal area (URA)/revenue allocation area (RAA).

Background

In response to federal programs funding redevelopment of "blighted" urban areas in the mid twentieth century, Idaho passed the Idaho Urban Renewal Law of 1965. The law authorized Idaho municipalities to identify deteriorated and/or deteriorating areas within their communities and to use federal grant monies to improve and, if necessary, redevelop these areas. Support for such federal expenditures dissipated and eventually ended in the early 1970's. With the loss of federal funding, states needed another tool to assist cities to redevelop deteriorating areas and to participate in the economic vitality of their communities. Idaho cities have a significant financial challenge in responding to the infrastructure demands of growth along with the on-going need to maintain the existing physical plant in good repair. Idaho cities face stringent constitutional limitations and near total dependence upon state legislative action to provide funding. An Idaho city's access to funding sources and the ability to employ effective financing mechanisms such as general obligation bonding severely constrain capital investment strategies.

The tools available to cities in Title 50, Chapters 20 and 29, the Urban Renewal Law of 1965 and the Local Economic Development Act, respectively, are some of the few available to assist communities in their efforts to support economic vitality. New sources of State support are not likely to become available in the foreseeable future, thus the Idaho Falls Redevelopment Agency's on-going interest in exploring the potential for establishing additional urban renewal/revenue allocation areas is appropriate.

Purpose of Report

The purpose of this report is to determine if all or a portion of the study area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2018(8), (9), and 50-2903(8), as well as 50-2008(d), if applicable, for an urban renewal area. This report is the first step to assist the Idaho Falls City Council determine if there is a need for creating an urban renewal area in a portion or all of the study area.

Steps in Creating an Urban Renewal Area (URA) and Revenue Allocation Area (RAA)

If an urban renewal agency is in existence in a community, the creation of an urban renewal/revenue allocation area begins with an eligibility report for a designated area within the community. The purpose of the eligibility report is to determine if the studied area qualifies for an urban renewal area. The central question is whether the study area has at least one of the characteristics which must be found to be considered eligible for urban renewal activities. These characteristics or criteria are:

1. The presence of a substantial number of deteriorated or deteriorating structures and deterioration of site [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
2. Age or obsolescence [50-2018(8) and 50-2903(8)(a)],
3. Predominance of defective or inadequate street layout [50-2018(9) and 50-2903(8)(b)],
4. Outmoded street patterns [50-2008(d)(4)(2)],
5. Need for correlation of area with other areas of municipality by streets and modern traffic requirements [50-2008(d)(4)(2)],
6. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness; obsolete platting [50-2018(9), 50-2903(8)(b) and 8(c)],
7. Unsuitable topography [50-2008(d)(4)(2)],
8. Insanitary or unsafe conditions [50-2018(9) and 50-2903(8)(b)],
9. Diversity of ownership [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
10. Tax or special assessment delinquency [50-2018(9) and 50-2903(8)(b)],
11. Defective or unusual conditions of title [50-2018(9), 50-2903(8)(b), and 50-2008(d)(4)(2)],
12. Existence of conditions which endanger life or property by fire and other causes [50-

2018(9) and 50-2903(8)(b)],

13. Substantially impairs or arrests the sound growth of a municipality [50-2018(9) and 50-2903(8)(b) and 8(c)],
14. Conditions which retard development of the area [50-2008(d)(4)(2)], and
15. Results in economic underdevelopment of the area [50-2903(8)(b)] and economic disuse [50-2008(d)(4)(2)].

If it is determined the study area has characteristics which meet one or more of the statutory criteria listed above, the Agency may accept the eligibility report and request its consideration by the governing body. No URA can be formed unless the City Council adopts a resolution finding the area under consideration is deteriorated or deteriorating due to such characteristics, the redevelopment of the area is necessary for the welfare of the residents, and the area is appropriate for an urban renewal project.

The resolution approved by City Council authorizes the Agency to prepare a plan for the proposed urban renewal area. The specific elements of an urban renewal plan are set forth in Idaho Code Section 50-2905, but generally include the following:

(1) A statement describing the total assessed valuation of the base assessment roll of the proposed revenue allocation area and total assessed valuation of the city;
(2) A list of the proposed public improvements in the proposed revenue allocation area;
(3) An economic feasibility study (a projection of revenues and anticipated costs with a time line);
(4) A detailed list of estimated project costs;
(5) A statement showing the impact of revenue allocation area on all taxing districts levying taxes upon property within revenue allocation area;
(6) A description of anticipated financing methods and time line for incurring such costs;
(7) A termination date for plan and revenue allocation area; and
(8) A description of the disposition or retention of Agency assets acquired during the life of the district.

Once the plan is prepared and approved by the Agency, it is forwarded to the City Council. Prior to the public hearing before the City Council, the City Council forwards the plan to the city planning and zoning commission for its determination that the plan conforms to the city's comprehensive plan. At least thirty (30) days prior to the public hearing, a copy of the notice and plan is distributed to the taxing entities overlapping the boundaries of the proposed district. After receiving the recommendation of the commission, and after notice duly published, the public hearing is held. The City Council must approve an urban renewal plan, including revenue allocation financing provisions, by an ordinance. If the ordinance is adopted by the City Council, a copy of the ordinance with legal description of the revenue allocation area (RAA) is distributed to all the overlapping taxing entities, county officials and the State Tax Commission.

By state statute, following adoption of the ordinance, the revenue allocation area is effective January 1 of the year in which it is adopted. The RAA has a maximum life of twenty years under Idaho statutes. The urban renewal agency implements the plan adopted by the city council.

Present Conditions in the Study Area

Topography and Geology. The study area is characterized by widespread basalt rock. Below is a portion of the ***Geologic Map of the Idaho Falls North Quadrangle, Bonneville County, Idaho,*** 2011, which was prepared by William M. Phillips and John A. Welhan.



SOURCE: https://idahogeology.org/pub/Digital_Data/Digital_Web_Maps/IFNorth_DWM-77-m.pdf

A majority of the area north of the Union Pacific Railroad, east of U.S. 20, and west of Holmes Avenue is defined as Qbst. The authors of the map define the areas labeled as Qbst as basalt. The Qaw designation found immediately west of Holmes Avenue and east of Willow Creek is

defined as stratified sand and silt.

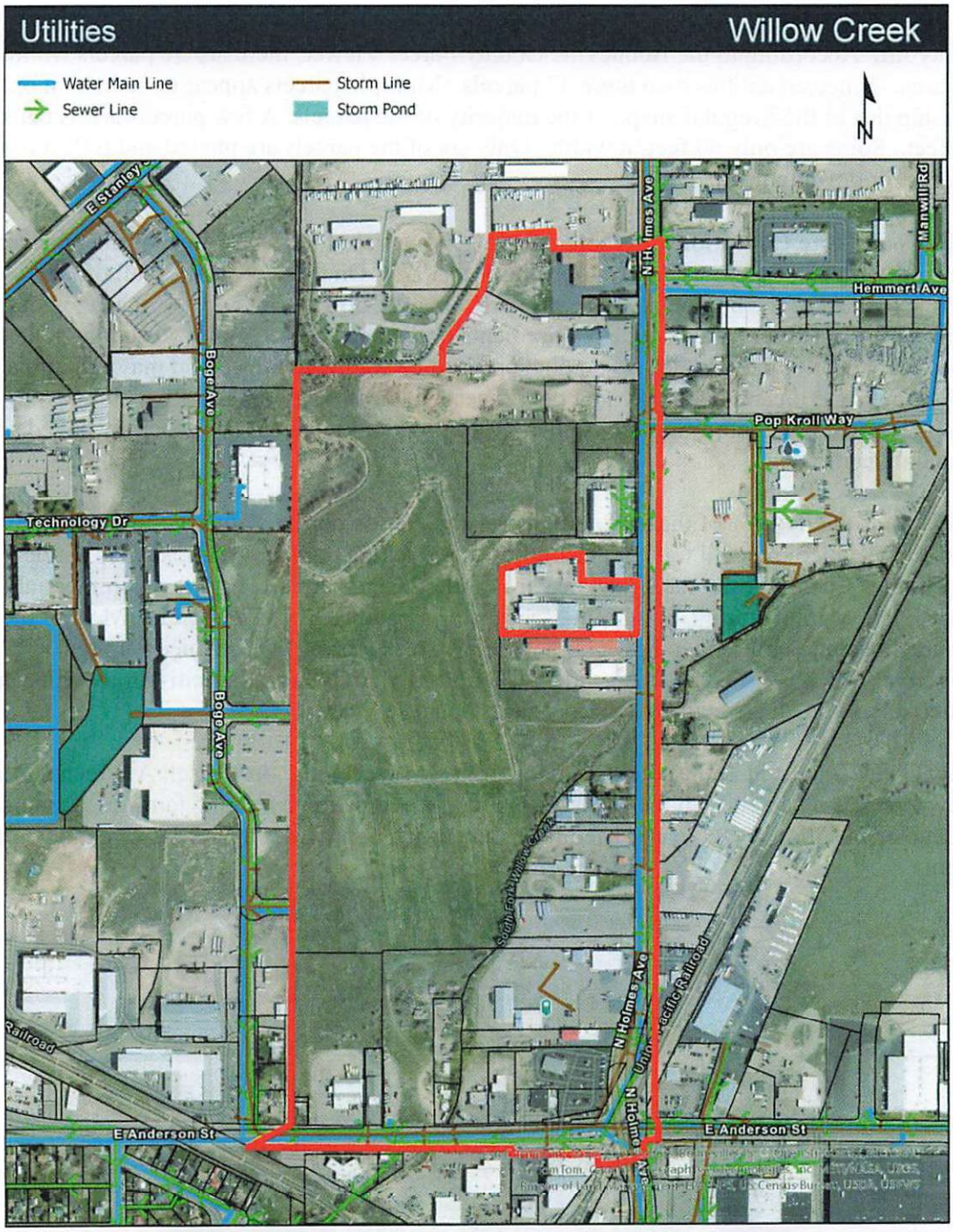
According to the ***Soil Survey of Bonneville County Area, Idaho***, most of the area west of Willow Creek is classified as Polatis-Rock outcrop complex. The soils investigation prepared for the developer found 60% of the 51 acres acquired by Willow Creek Park LLC is classified at Polatis-Rock outcrop complex. In its table for building site development to be used for general planning purposes only, the Soil Conservation Service (now the Natural Resources Conservation Service, U. S. Department of Agriculture) lists Polatis-Rock outcrop as having severe limitations for shallow excavations and dwellings with basements due to depth to bedrock. Local roads and streets have severe limitations due to frost action. Slope is the limitation for small commercial buildings. The Idaho Falls comprehensive plan ***Background Studies*** maps the study area as one with severe limitations for urban development.

Sequoia Construction engaged the services of Eagle Rock Engineering and Surveying to prepare a geotechnical soils report on 51 acres west of Holmes Avenue and east of Boge Avenue. These acres are the site of the proposed Willow Creek Park. In addition to fifteen test holes to obtain soils samples, 270 test holes were drilled with a three-inch auger to explore bedrock depths on the property. Bedrock/basalt was encountered in multiple test holes, primarily in the northern and western portions of the 51-acre property. In some locations, bedrock/basalt was at the surface or found at depths of one to four feet.

Streets and Street Pattern. Access to the study area is provided by U.S. 20, Anderson Street/Science Center Drive, and North Holmes Avenue. Within the study area, there are no local streets to provide access to the central portion of the study area. The developed parcels in the study area have direct access to the arterial streets through private driveways, a practice which is now strongly discouraged due to safety and movement of traffic on arterial streets.

The lack of a public, developed local street system in the interior of the study area compromises the ability to develop the area at urban densities although the study area lies within Idaho Falls and is zoned for urban development.

Utilities. Public water and sewer mains are located at the perimeter of the study area. Therefore, the private properties fronting on Anderson Street and Holmes Avenue are likely to be served by public utilities. However, as with local streets, there are no public mains within the study area to serve future development. In addition, the utility systems, especially the water system, needs to be looped and connected to the mains in the adjacent arterial streets to assure adequate water pressure and continuity of service. The existing water and sewer systems are illustrated on the map on the following page.



SOURCE: Idaho Falls Community Development Services. Idaho Falls Public Works, utilities mapping.

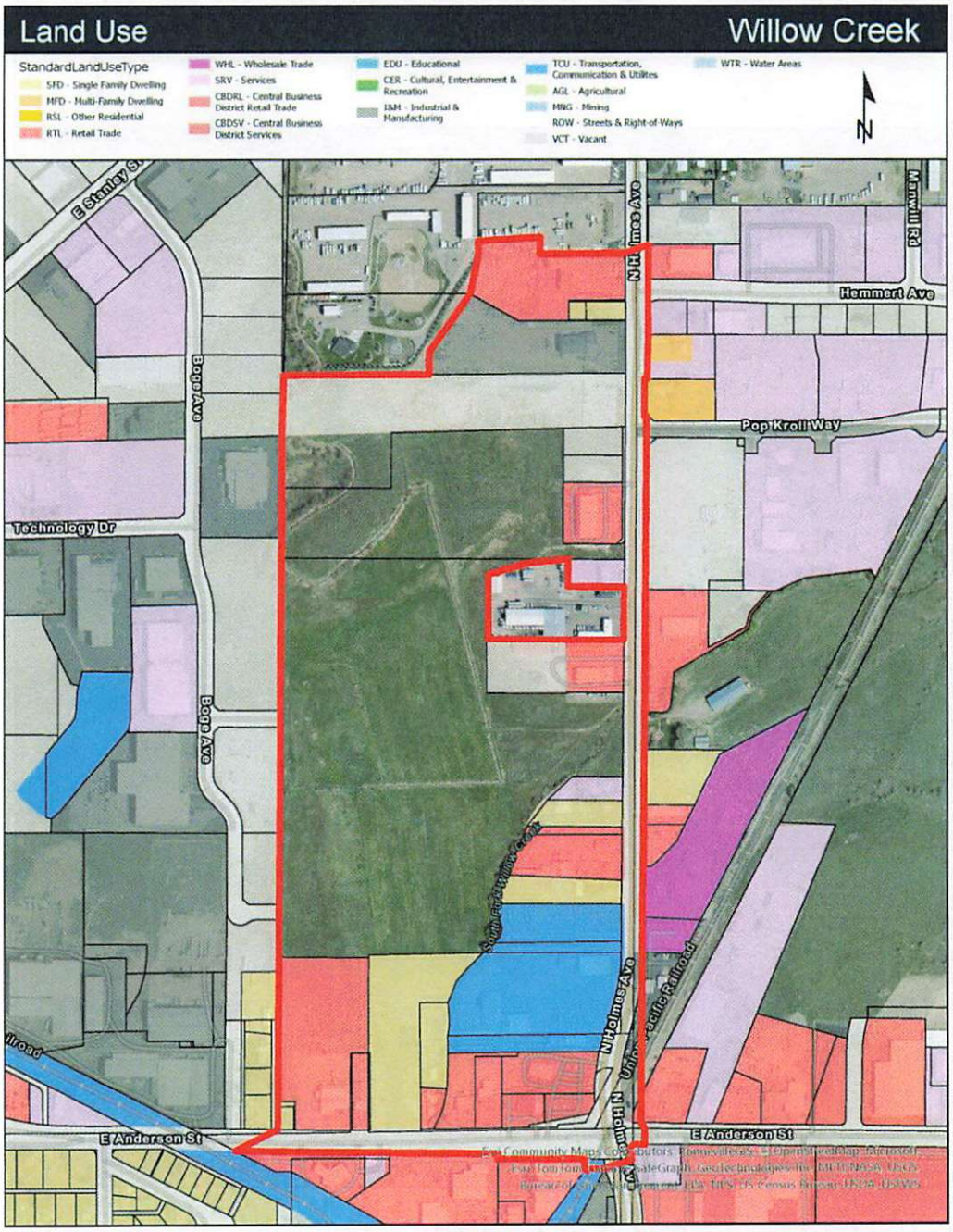
Lot Layout. According to the Bonneville County Parcel Viewer, there are 37 parcels within the study area. Nineteen entities own these 37 parcels. Multiple parcels appear to be held in one ownership due to the irregular shape of the majority of the parcels. A few parcels are as narrow as 35 feet. Some are only 60 feet in width. Only six of the parcels are platted and reflect modern standards for development.

Buildings and Site Conditions. According to a 1975 aerial of the study area, of the nineteen properties, thirteen of them were developed prior to 1975. On these properties, all of the buildings or most of the buildings on the property are over 50 years of age. At that age, the buildings may not meet today's code requirements or the need for technology used in modern businesses. Some of these buildings do not appear to be well maintained and may fall into a deteriorating state if care is not taken by the property owners. The homes, of which two may be deteriorating, are nonconforming uses under the zoning. Parking areas are generally paved and well maintained.

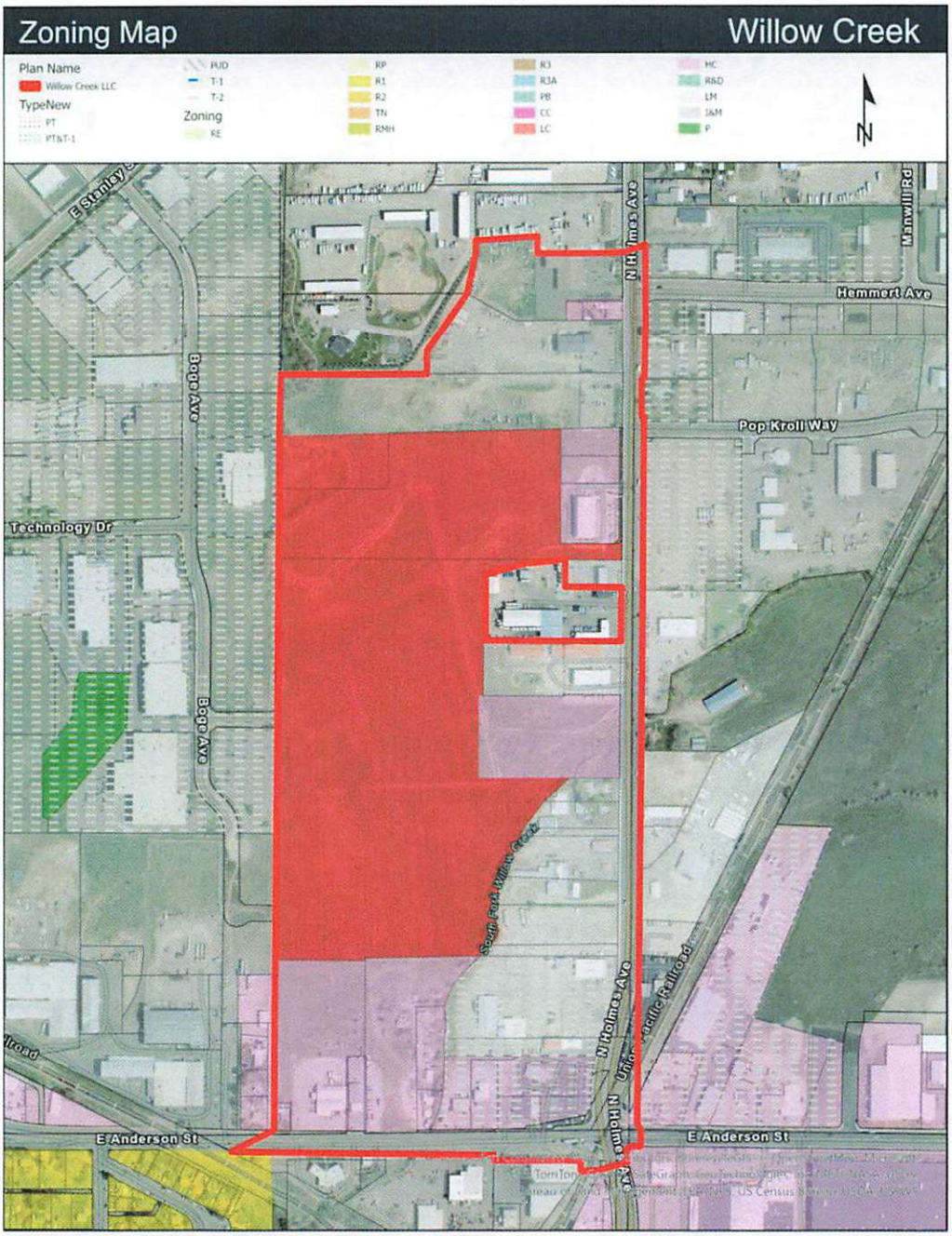
Land Use. Roughly 68% of the study area is vacant. Those portions adjacent to the arterial streets are occupied by retail trade, industrial uses, a trucking company, and isolated single-family homes. The zones in the study area are Limited Commercial, Highway Commercial, Industrial and Manufacturing, and Light Manufacturing and Heavy Commercial. Most of the 51-acre parcel recently annexed and owned by Willow Creek Park, LLC, is zoned Limited Commercial which permits detached and attached single family homes, multi-family units, and commercial uses such as retail, groceries, and personal services.

Willow Creek is located in the southeast corner of the project area. In Russell A. Freeman Park, Willow Creek is an amenity in the park and is used for recreation by young families. As this area develops, Willow Creek could become an amenity that provides a park-like area to nearby residents.





SOURCE: Idaho Falls Community Development Services, June, 2024.

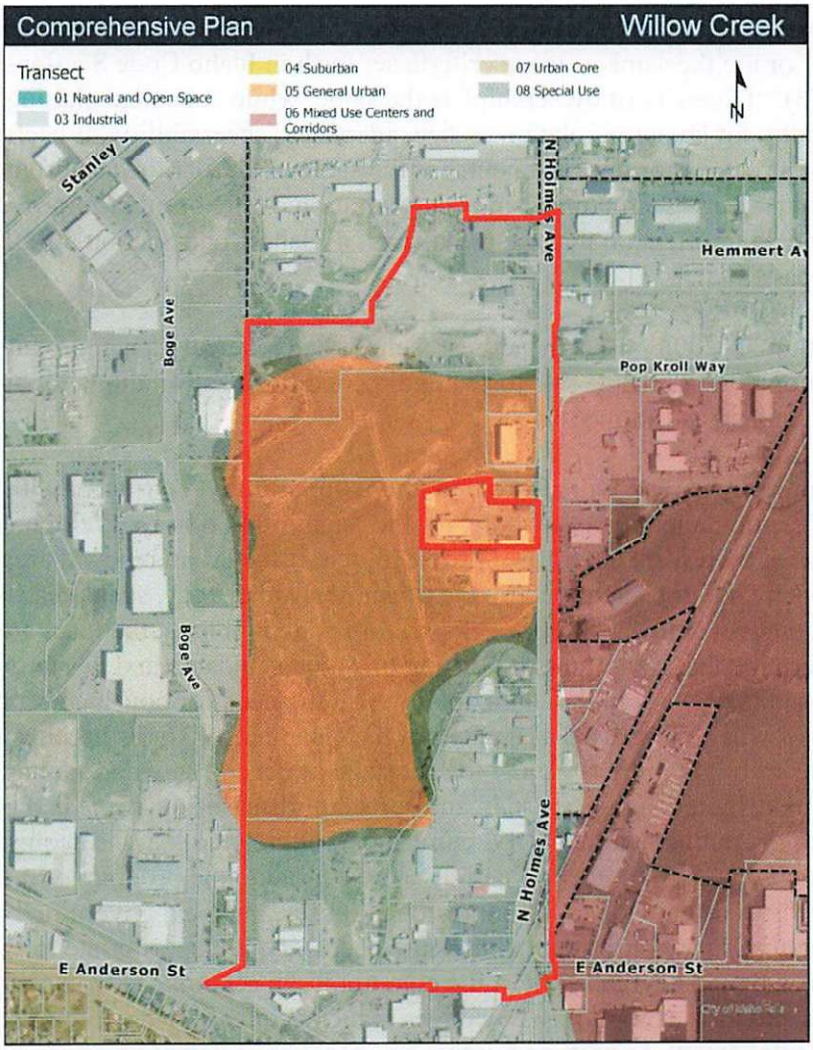


SOURCE: Idaho Falls Community Development, August, 2024.

The study area has good access to U.S. 20 and is near facilities of the U.S. Department of Energy. Both Anderson-Science Center Drive couplet and Holmes Avenue are principal arterials. Holmes Avenue is a four-lane highway as is Anderson-Science Center Drive. Such a street

configuration creates a good vehicular flow for regional traffic to enter Idaho Falls and access to homes and businesses within the study area.

Comprehensive Plan and Future Development. The future land use map in the Idaho Falls comprehensive plan, ***Imagine IF***, envisions the area as General Urban and Industrial. General Urban denotes residential areas with a mix of commercial and service areas convenient to the residents. Uses with the General Urban designation include a variety of housing types, and such designated areas are close to walkable centers. The Industrial designation denotes areas set aside for manufacturing facilities, warehousing, and distribution. The areas are near arterial roads and may have railroad access.



SOURCE: Idaho Falls Community Development Services, June, 2024.

Open Land Analysis

As indicated above, the study area includes open space/land. The aerial photos indicate a portion of this vacant land has been cultivated in the recent past. Bonneville County classifies about 46 acres as irrigated grazing land. Idaho Code Section provides definitions of "deteriorated area." Included in the definition is a section applying to open land: Idaho Code Section 50-2903(8)(c) states: "[a]ny area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality."

The eligibility criteria set forth in Idaho Code Section 50-2903(8)(c) for predominantly open land areas mirror or are the same as those criteria set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b). "Diversity of ownership" is the same, while "obsolete platting" appears to be equivalent to "faulty lot layout in relation to size, adequacy, accessibility, or usefulness." "Deterioration of structures or improvements" is the same or similar to "a substantial number of deteriorated or deteriorating structures" and "deterioration of site or other improvements." There is also an additional qualification that the provisions of Idaho Code Section 50-2008(d) shall apply to open areas.

Idaho Code Section 50-2008 primarily addresses the urban renewal plan approval process and Idaho Code Section 50-2008(d)(4) sets forth certain conditions and findings for agency acquisition of open land as follows:

> The urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot

> layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

In sum, there is one set of findings if the area of open land is to be acquired by the Agency and developed for residential uses and a separate set of findings if the land is to be acquired by the Agency and developed for nonresidential uses.

If an open land area is to be acquired by an agency and used for residential purposes, the governing body shall determine there is a need for decent housing in the community. ***Imagine IF***, which is an official policy document of the governing body, has determined a need for housing, and states: "28% of all households (in Idaho Falls) are cost burdened and 45% of renters are cost burdened as of 2019."[1] In addition to this issue of affordability in existing housing, there will be a need for 790 housing units annually to meet future demand according the Idaho Falls publication, ***Missing Middle Housing,*** September 2020. To address this issue of affordability of housing and housing demand in Idaho Falls, one action proposed in the comprehensive plan is to allow smaller units and multi-family units close to walkable centers and neighborhood crossroads. The study area is located near a walkable center east of Holmes Avenue and south of Anderson Street. This is an infill project, one which will provide road connections to the other areas of Idaho Falls. These two characteristics, close to a walkable center and provision of connection to other areas of Idaho Falls, are action steps to implement housing objectives in the comprehensive plan. In addition, the designation of the zone Limited Commercial for a major portion of the study area was a recent designation, one approved by the governing body after the planning staff reviewed the site environmental issues and compatibility of adjacent land uses in accordance with the comprehensive plan. This zone allows residential uses as well as commercial uses.

Open land areas may be acquired by an urban renewal agency and developed for nonresidential uses if such acquisition is necessary to solve various problems, associated with the land or the infrastructure, that have delayed the area's development. These problems include defective or usual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout. All the stated conditions are included in one form or another in the definition of a deteriorated area and/or a deteriorating area set forth in Idaho Code Sections 50-2903(8)(b) and 50-2018(9). The conditions listed only in Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."

The conclusion of this discussion concerning open land areas is that the area qualifies if any of

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[1] ***Imagine IF***, pages 85-86.

the eligibility conditions set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b) apply. Alternatively, the area under consideration qualifies if any of the conditions listed only in Idaho Code Section 50-2008(d)(4)(2) apply.

Based on the above analysis, and as set forth in greater detail in this report, the unsuitable topography, diversity of ownership, obsolete platting/faulty lot layout, economic underdevelopment, and predominance of inadequate street layout are conditions found in the study area, and therefore, the open land condition is satisfied.





Agricultural Operations in Study Area

Since Bonneville County lists 46 acres in the study area as irrigated agriculture land or irrigated grazing land and there is evidence that the parcel was used for agriculture recently, it may be necessary to have the landowner give their written consent to be included within any revenue allocation area.

Ten Percent Limitation on Assessed Valuation within Revenue Allocation Area

In addition to the statutory criteria required for eligibility outlined in this report, Idaho statutes limit the assessed valuation permitted in a revenue allocation area. The combined base assessment rolls are not to exceed at any time ten percent of the current assessed valuation of all taxable property within the municipality.

> "Revenue allocation area" means that portion of an urban renewal area .... where the equalized assessed valuation (as shown on the taxable property assessment rolls) of which the local governing body has determined, on and as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project .... The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.

Idaho Code Section 50-2903(15).

The Data Processing Department of Bonneville County provided the City of Idaho Falls assessed value as well as the adjusted base of the existing revenue allocation areas.

Statutory Ten Percent Limitation Analysis		
Area	Assessed Value	Percentage
City of Idaho Falls	$8,086,452,575	
10%	$808,645,257	
	Adjusted Base	
River Commons RAA	$131,823	
Eagle Ridge RAA	$7,343,365	
Jackson Hole Junction RAA	$700,421	

Anderson Bush RAA	$416,321	
Pancheri East Bank RAA	$5,939,063	
Stanley Boge RAA	$41,521,753	
Yellowstone Square Proposed RAA	$9,533,697	
Snake River West Proposed RAA	$547,415	
Willow Creek Proposed RAAs	$9,909,420	
Total Assessed Base RAAs	$76,043,278	0.94%

SOURCE: Bonneville County Data Processing, June, 2024. PM106-2020 Real/Personal Value Less Increment and Exemptions. URD055, Urban Renewal by Pin within TAG, June, 2024. Preliminary values. Willow Creek assessed values based on Idaho Falls GIS system, Bonneville County Parcel Viewer, 2024, and information provided by the valuation clerk of Bonneville County, June, 2024.

The total combined adjusted base assessment rolls of the existing revenue allocation areas, together with the proposed revenue allocation areas, will not exceed the estimated ten percent limit of $808,645,257, and, when combined, are estimated to be less than 1% of the assessed valuation of all taxable property in Idaho Falls.

Findings

To find a study area is eligible for the creation of an URA and RAA, the study area must contain one or more of the statutory criteria spelled out in Idaho Code Sections 50-2018(8), (9), and 50-2903(8), and to the extent there is open land, the statutory criteria in Idaho Code Section 50-2903(8)(c) and 2008(d). Below are the criteria and a brief discussion of the findings.

The presence of a substantial number of deteriorating or deteriorated structures and deterioration of site. Although many of the buildings in the study area may be fifty years or older and some of the buildings are beginning to suffer from lack of maintenance, there does not appear to be a substantial number of deteriorating or deteriorated buildings. This criterion is not met.

Predominance of defective or inadequate street layout. There are no local streets to serve the interior of the study area nor is there a collector street to move traffic from the interior to the adjacent arterial streets. This criterion is met.

Faulty lot layout in relationship to size, adequacy, accessibility, or usefulness. Obsolete Platting. Most of the developed parcels are not platted: they are described by metes and bounds, and multiple parcels are held under one ownership to assure sufficient land for development.

Some of the existing unplatted parcels are isolated and are too narrow to accommodate modern development or meet modern regulatory standards. The central portion of the interior is not platted: it is too large to accommodate urban growth without further subdivision. Therefore, most of parcels in the study area are inadequate due to usefulness of the parcel for modern development. In addition, accessibility which meets today's standards is deficient in the study area. The criterion for faulty layout is met.

Diversity of ownership. There are nineteen private property owners in the study area and multiple public owners related to both street and railroad rights-of-way. This criterion is met.

Defective or unusual conditions of title. The research done for this eligibility study did not address this issue and, therefore, did not reveal any defective titles. This criterion is not met.

Tax delinquency assessment exceeding the value of land. The research completed for this study did not address this issue. Consequently, there is not sufficient evidence to state this criterion has been met.

Insanitary or unsafe conditions. The interior of the study area has neither a public water system or a public sewer system. The lack of such systems is an impediment to urban development as well as a potential unsafe condition should development occur without such public systems. Polatis Rock outcrop, the soil which occupies much of the undeveloped ground in the study area, has severe limitations for septic systems due to depth to rock. This criterion is met.

In addition, a site visit revealed locations in which the sidewalk is deteriorating and obstacles have been placed in the sidewalk. Such conditions create an unsafe environment for pedestrians.

Outmoded street patterns. There is no collector street to move traffic from the interior of the study area to the adjacent arterial streets or to move traffic from Boge Avenue in the neighboring subdivision to North Holmes. The study area has no interior public streets to encourage and serve urban development. This criterion is met.

Unsuitable topography. Major portions of the study area are underlain by widespread basalt rock. The impact of basalt rock on construction costs, especially the provision of underground utilities, is substantial. This criterion is met.

Age or obsolescence. Many of the buildings in the study area are at least fifty years old. Such buildings may not meet today's codes or provide the support for needed business technology. However, most of the commercial buildings are well maintained, and many appear to have been updated. A site visit revealed a few of the homes are not well maintained; however, in general, the buildings are not deteriorating. The issue with the homes may be whether they are permitted under the present zoning. Unless the homes are an accessory use to the commercial or industrial use on the parcel, they are no longer permitted under the zoning ordinance. The zoning

designation of Limited Commercial is the only exception. This criterion is met.

Need for correlation of the area streets with other areas of the municipality. As stated above, access from Boge Avenue is needed to Holmes Avenue and to provide a collector street within the study area. Vehicular access is also needed to Anderson Street. Local streets in the interior of study area will encourage urban development and reduce the need to serve all development with private driveways to the arterial streets, a situation which reduces the efficiency of the arterial streets and presents safety issues. This criterion is met.

Conditions which retard development of the area. The widespread basalt rock has significantly slowed the growth of this area. Although it has good access to the regional transportation system provided by U.S. 20, most of the study area is vacant. There are no interior public utilities or an interior street system to encourage urban development. This is an island of undeveloped land in the northern portion of Idaho Falls. This criterion is met.

Economic disuse or underdeveloped property. Development had begun at the northwest corner of the intersection of Anderson Street and Holmes Avenue before 1975. The U.S. Department of Energy also constructed its office to the west of the study area. However, development in the study area did not move to the west of Willow Creek. Any new commercial projects remained on the frontage of Holmes Avenue or Anderson Steet, although access to the Idaho Falls region from these streets improved, especially after Holmes was upgraded to four lanes. The interior of the study area has remained undeveloped. Over 68 acres of the study area is vacant. This criterion is met.

Substantially impairs or arrests the sound growth of the municipality. The long-range plan of the City of Idaho Falls designates the study area as industrial and general urban. General urban denotes a mix of commercial and residential uses. The residential development should include a variety of housing units, especially multi-family units. These areas should be near a walkable center. Without public utilities and a local street system served by at least one collector street, this vision and the growth of the study area is unlikely. This criterion is met.

Conclusion

The proposed Willow Creek revenue allocation area meets one or more of the criteria for eligibility under Idaho Code Sections 50-2018(8) and (9) and 50-2903(8). The study area is characterized by widespread basalt rock. There are no public utility systems or a road system to serve the interior of the study area. Growth and development have leap-frogged over the study area.

Criterion	Criteria Met?	Characteristics Supporting Finding
Substantial deterioration of site	No	
Defective street layout or inadequate street layout	Yes	There is not an internal public, developed street system in the internal portion of the study area. Approximately fifty acres is not served by a collector street or a local street system. There is no provision for vehicular or pedestrian traffic.
Faulty lot layout/Obsolete Platting	Yes	The central portion of the study area, approximately fifty acres, requires further subdivision to be developed at urban densities. Most of the developed portions of the study area adjacent to North Holmes and Anderson Street consist of metes and bounds parcels, many of which are combined into one ownership to have sufficient land to develop to modern commercial uses. A few of the existing unplatted properties are too narrow to be developed under today's regulations or today's modern standards.
Diversity of ownership	Yes	There are nineteen owners in roughly 80 acres.
Unusual conditions of title	No	
Tax delinquency	No	
Unsafe conditions	Yes	There is no public water or sewer system in the central portion of the study area. Nor is there a system to handle stormwater. The soil conditions for the western half of the study area present severe limitations for on-site septic systems. The lack of public utility systems creates the potential for unsafe conditions. The deterioration of the sidewalk in certain locations creates an unsafe condition.
Outmoded street patterns	Yes	There is no collector street to move traffic from the interior of the study to the adjacent arterial streets. There is no local street system in approximately 50 acres to encourage and serve urban densities.

Unsuitable topography	Yes	Basalt rock underlies the study area. Basalt, especially near the surface, substantially discourages urban development.
Age or obsolescence	Yes	Although there many of the buildings are over fifty years old, a site visit did not reveal a substantial number of deteriorating buildings. The homes, of which a few are suffering from lack of maintenance, are nonconforming under the present zoning.
Lack of correlation with streets in municipality	Yes	Access from fifty acres of the study area is not provided to the arterial streets and the community or region at large by a collector street. No public local streets access the majority of the study area.
Conditions which retard development of the area	Yes	The widespread basalt rock has delayed the development of the study area. Over one half of the study area is underlain with basalt and substantially increases the costs of development.
Economic disuse or underdevelopment of the area	Yes	Development began in the study area prior to 1975. However, the presence of basalt, the lack of utilities, and the absence of an interior street system has meant the area has not developed at urban densities.
Arrests or impairs the sound growth of the municipality	Yes	The long-range plan of the City of Idaho Falls designates this area as general urban and industrial. Over half of the area is vacant, although the study area is adjacent to U.S.20, a regional highway, and is served by two principal arterial streets.

SOURCES AND REFERENCES FOR ELIGIBILITY REPORT

The author of this report wishes to thank Brian Stevens, Idaho Falls Community Development Services, for his diligence and assistance in completing this report.

1. Bonneville County Parcel Viewer. May-June, 2024. https://bonneville.esriemcs.com/portal/apps/webappviewer/index.html?id=f5f27c3e084449c3b933b019a9b7444b
2. Parcel spreadsheet, GIS system, City of Idaho Falls Community Development Services, Brian Stevens.
3. Tyson Fitzgerald, Willow Creek Park, email with rock depth, master plans, and soils report, June 5, 2024.
4. Willow Creek Development Site sales flyer, Kerry Beutler, email, February 28, 2024.
5. Data Processing, Bonneville County, Stephanie Burnside, Supervisor, email, July, 2024.
6. ***Imagine IF,*** comprehensive plan for the City of Idaho Falls, city-wide housing section, future land use map and descriptions of industrial and urban core designations.
7. ***Idaho Falls Zoning Ordinance.***
8. Photos, Brian Stevens, June 12, 2024.
9. Photos, Google maps, August, 2021.
10. Eagle Rock Engineering and Surveying. ***Geotechnical Soils Report,*** 51 acres on North Holmes, Idaho Falls, Idaho. March 11, 2024.
11. Aerial photos, City of Idaho Falls, 2023 and 1975.
12. Soil Conservation Service, U.S. Department of Agriculture, ***Soil Survey of Bonneville County.*** 1978.
13. Valuations, Jennifer Jones, Valuation Clerk, Bonneville County, June 7, 2024.
14. William M. Phillips and John A. Welhan, **Geologic Map of the Idaho Falls North Quadrangle, Bonneville County, Idaho**, 2011. https://www.idahogeology.org/pub/Digital_Data/ Digital_Web_Maps/IFnorth_DWM-77-m.pdf

AGRICULTURAL OPERATION CONSENT FORM

COMES NOW Brian Tomchak and Justin Tomchak, Managers of T and T Holdings, LLC, and states that T and T Holdings, LLC owns that certain property generally described as Parcel Identification Number RPA00008072330 in the real property records of Bonneville County, Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and hereby certify:

(1) that the Property has been used, within the last three (3) years, as an agricultural operation; and

(2) that the undersigned have reviewed the materials provided in Exhibit B and have had an opportunity to review the urban renewal eligibility report entitled Willow Creek Eligibility Report, dated August 2024, and prepared by Renee R. Magee, AICP, and as attached hereto as Exhibit C.

Further, Brian Tomchak and Justin Tomchak, Managers of T and T Holdings, LLC, hereby provides consent and approval that the subject Property may be included within a proposed urban renewal area and may be deemed appropriate for inclusion within an urban renewal project area as defined by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, as the property possesses certain characteristics of eligibility.

DATED this 22 day of June 2026.

Name: BRIAN TOMCHAK
Title: MANAGER

T and T Holdings, LLC

Name: Justin Tomchak.
Title: MANAGER

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 22 day of June 2026, before me, a Notary Public for the state of Idaho, personally appeared Brian Tomchak, known or identified to me to be a Manager of the T and T Holdings, LLC, that executed the instrument or the person who executed the instrument on behalf of said T and T Holdings, LLC and acknowledged to me that such T and T Holdings, LLC executed the same.

Stephanie J. Summers
Notary Public
My Commission Expires on May 23rd 2028

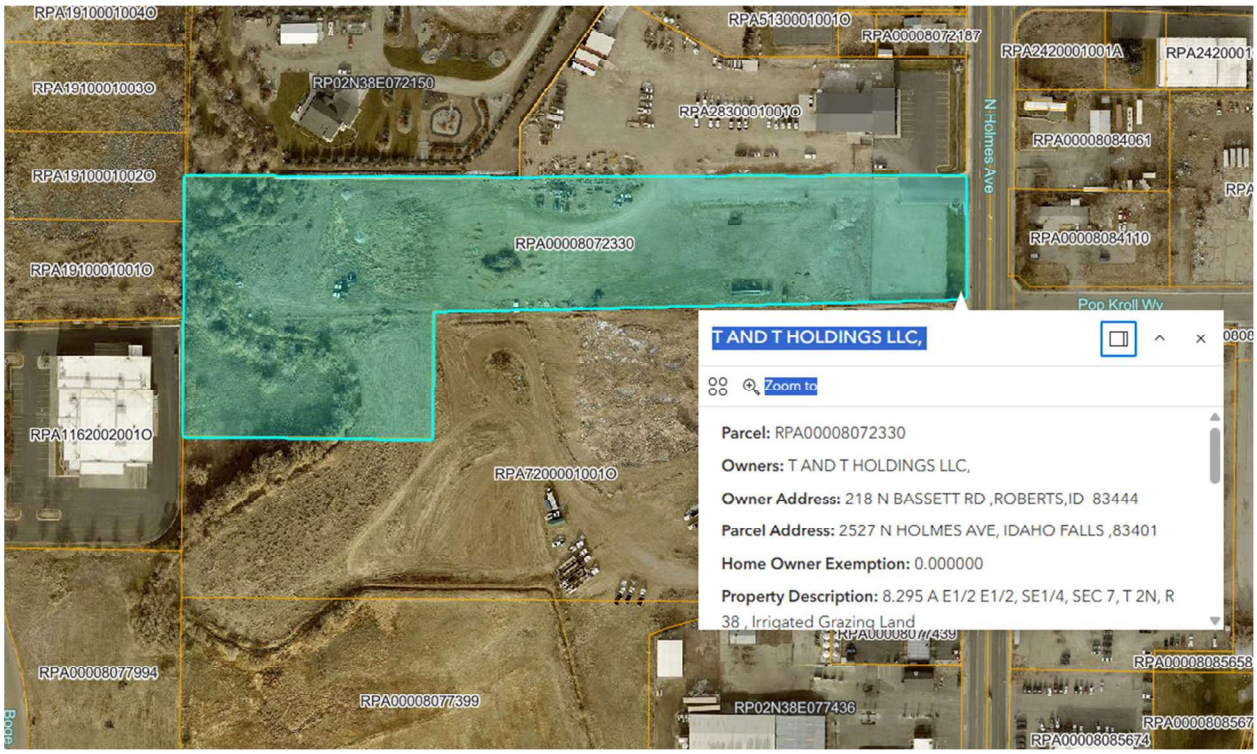
STEPHANIE J SUMMERS
Notary Public - State of Idaho
Commission Number 56093
My Commission Expires May 23, 2028

EXHIBIT A

PARCEL NUMBER: RPA00008072330

ADDRESS: 2527 N. Holmes Avenue, Idaho Falls, ID 83401

DESCRIPTION



NOTICE AND PUBLISHED SUMMARY
OF ORDINANCE PURSUANT TO I.C. §50-901(A)

CITY OF IDAHO FALLS ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE WILLOW CREEK URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND THE AFFECTED TAXING ENTITIES; PROVIDING SEVERABILITY, CODIFICATION, AND PUBLICATION BY SUMMARY; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS:

SECTION 1: It is hereby found and determined that:

(a) The Willow Creek Project Area as defined in the Willow Creek Plan is a deteriorated area or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Willow Creek Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.

(c) There continues to be a need for the Agency to function in the City.

(d) The Willow Creek Plan conforms to the City's Comprehensive Plan as a whole.

(e) The Willow Creek Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement recognizing the mixed-use, commercial, office, retail, multi-family residential, and industrial components of the Willow Creek Plan and the need for public improvements to support the goals of the uses of the area, and shows consideration for the health, safety, and welfare of any children, residents, or businesses in the general vicinity of the urban renewal area covered by the Willow Creek Plan.

(f) The Willow Creek Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development, and redevelopment of the urban renewal area by private enterprises.

(g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(l), the Willow Creek Plan provides a feasible method for relocation obligations of any displaced families residing within

the Willow Creek Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.

(h) The collective base assessment rolls for the Existing Project Areas and the Willow Creek Project Area, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.

(i) The Willow Creek Plan includes the requirements set forth in Idaho Code § 50-2905 with specificity.

(j) The Willow Creek Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes (if any), land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

(k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code section 50-2018(9) and Idaho Code section 50-2903(8)(f), includes agricultural operations which have been used for agricultural purposes within the last three (3) years and the necessary agricultural operation consents from the property owners have been obtained.

(l) The portion of the Willow Creek Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

(m) The portion of the Willow Creek Project Area which is identified for residential uses is necessary and appropriate as the City Council may find there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area of residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Willow Creek Project Area includes open land, that the Agency may acquire any open land within the Willow Creek Project Area but does not intend to do so on any widespread basis, and that the Willow Creek Project Area is planned to be developed and/or redeveloped in a manner that may include both residential and nonresidential uses. Provided, however, the City Council finds that for the portions of the Willow Creek Project Area deemed to be "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Willow Creek Plan objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunities in an area that does not now contain such opportunities, and the portion of the

Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the City's Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Willow Creek Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the September 24, 2026, hearing and incorporate changes or modifications, if any.

SECTION 5: The boundaries of the Willow Creek Project Area do not overlap the boundaries of a highway district, and therefore, an agreement pursuant to Idaho Code Section 50-2908(2)(a)(iv) for the Willow Creek Project Area is not required.

SECTION 6: The boundaries of the Willow Creek Project Area do overlap the boundaries of the Bonneville County Ambulance District (the "Ambulance District"). Pursuant to Idaho Code Section 50-2906(4), the Ambulance District did not consent by resolution to be included in the Willow Creek Project Area, and therefore, the Ambulance District is not subject to the financing provisions of the revenue allocation area set forth in the Willow Creek Plan.

SECTION 7: No direct or collateral action challenging the Willow Creek Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Willow Creek Plan.

SECTION 8: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the Bonneville County Auditor and Bonneville County Assessor, and to the appropriate officials of Bonneville County Board of County Commissioners, city of Idaho Falls, College of Eastern Idaho, Flood Control District No. 1, Idaho Falls School District No. 91, Bonneville County Road and Bridge, Lincoln Cemetery, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map indicating the boundaries of the Willow Creek Project Area. A courtesy copy of the Ordinance, the legal description of the boundaries of the Project Area, and a map will be transmitted to the Bonneville County Ambulance District.

SECTION 9: The City Council hereby finds and declares that the equalized assessed valuation of the Revenue Allocation Area as defined in the Willow Creek Plan, is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Willow Creek Plan.

SECTION 10: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Willow

Creek Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 11: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code section 50-2006 to designate itself as the Agency Board.

SECTION 12: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2026, to the extent permitted by the Act.

SECTION 13: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 14: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 15: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 16: SAVINGS CLAUSE. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

SECTION 17: That pursuant to the affirmative vote of one-half (1/2) plus one (1) of the Members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect upon its passage, approval and publication.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of September 2026.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this _____ day of September 2026.

EXHIBITS TO THE ORDINANCE

Exhibit 1	Resolution of the Planning Commission for the City of Idaho Falls, Idaho, Validating Conformity of the Urban Renewal Plan for the Willow Creek Urban Renewal Project with the City of Idaho Falls' Comprehensive Plan
Exhibit 2	Notice Published in the *Post Register*
Exhibit 3	Urban Renewal Plan for the Willow Creek Urban Renewal Project

Exhibit 4 Ordinance Summary

SUMMARY OF WILLOW CREEK PLAN

The Urban Renewal Plan for the Willow Creek Urban Renewal Project ("Willow Creek Plan") was prepared by the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency ("Agency") pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), and all applicable laws and ordinances and was approved by the Agency. The Willow Creek Plan provides for the Agency to undertake urban renewal projects pursuant to the Law and the Act. The Willow Creek Plan contains a revenue allocation financing provision pursuant to the Act that will cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the original base assessment roll as of January 1, 2026, to be allocated to the Agency for the urban renewal purposes. The duration of the Willow Creek Plan is for twenty (20) years, recognizing the Agency will receive revenue allocation proceeds in the year following termination. The Plan includes a termination process.

The general scope and objectives of the Willow Creek Plan are:

a. The preparation of sites, particularly related to basalt removal/remediation and structural fill throughout the Project Area, for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and industrial uses;

b. Basalt removal/remediation and structural fill throughout the Project Area for the installation and construction of rights-of-way and utility trenching for the development and construction of facilities for mixed-use commercial, office, retail, multi-family residential and hospitality industrial uses;

c. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

d. The engineering, design, installation, construction, and/or reconstruction of the transportation network within the Project Area, including all streets and streetscapes within the Project Area, with a focus on improvements to Holmes Avenue, Anderson Street, and related pedestrian and bicycle facilities, sidewalk, curb and gutter, intersection improvements, road widenings, and traffic signals (if needed), and the engineering, design, installation, and construction of new public rights-of-way throughout the Project Area to support access and connectivity within the Project Area and future development;

e. The engineering, design, installation, construction and/or reconstruction of sidewalks and related pedestrian and bicycle facilities, curb, gutter and streetscapes throughout the Project Area, which for purposes of this Plan, the term streetscapes include sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between

the curb and right-of-way line; and other public improvements, including multi-use pathways with landscape buffers and public open spaces and recreation areas;

f. The engineering, design, relocation, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water capacity improvements, including to increase fire flows, water storage upgrades, water pressure upgrades, wastewater system improvements and upgrades, including extension of the wastewater collection system, lift stations, and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities. To the extent construction of utilities outside of the Project Area are identified, such improvements are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

g. Removal, burying, and/or relocation of overhead utilities and power poles; removal or relocation of underground utilities; improvement of irrigation canals and drainage ditches and laterals; and undergrounding or piping of laterals;

h. The acquisition of real property for public right-of-way and streetscape improvements, utility undergrounding, extension, upgrades, pedestrian facilities, pathways and trails, to decrease underutilized parcels and create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers for qualified developments;

i. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;

j. The management of any property acquired by and under the ownership and control of the Agency;

k. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan, and funding of any planning studies, including a traffic study;

l. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to mixed-use commercial, retail, office, and industrial projects;

m. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, traffic studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

n. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;

o. Other related improvements to those set forth above as further set forth in Attachment 5.

Any such land uses as described in the Willow Creek Plan will be in conformance with zoning for the City and City's Comprehensive Plan, Imagine IF, A Plan to Move Idaho Falls Forward Together, as amended, as adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Willow Creek Plan identifies various public and private improvements which may be made within the Willow Creek Project Area.

The Willow Creek Project Area and Revenue Allocation Area herein referred to is generally described as follows:

> An area within the City consisting of approximately 100 acres in size, generally located in the northern part of the City and west of Holmes Avenue and north of Anderson Street. Intermountain Business and Technology Park Subdivision forms the western boundary of the Project Area. The eastern boundary is the east right-of-way line of Holmes Avenue. Anderson Street, including the right-of-way, is the southern boundary and the northern boundary is the south property lines of the privately owned parcels lying south of Stanley Avenue.

The Project Area and Revenue Allocation Area is more particularly described as follows:

URBAN RENEWAL DISTRICT BOUNDARY DESCRIPTION
PORTIONS OF SECTION 7, 8, 17 AND 18,
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

(PARCEL 1)

BEGINNING AT A POINT THAT IS N.00°07'48"W. ALONG THE SECTION LINE 650.57 FEET AND S.89°51'06"W. 39.98 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE AND LIES IN SAID SECTION 7; RUNNING THENCE N.68°43'50"E. 85.83 FEET TO A POINT IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN AND THE WEST BOUNDARY LINE OF SPRINGFIELD ADDITION, DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NO. 1441211, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 2 OF SPENCER ADDITION, DIVISION NO. 1, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°04'57"E. 52.99 FEET; THENCE SOUTHERLY INTO SAID SECTION 8 TO THE LEFT ALONG SAID WEST BOUNDARY LINE CURVE OF SAID SPRINGFIELD ADDITION, DIVISION NO. 1 A DISTANCE OF 52.99 FEET THROUGH A CENTRAL ANGLE OF 00°01'32" TO THE EAST RIGHT-OF-WAY LINE OF SAID NORTH HOLMES AVENUE, SAID POINT BEING ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°15'20"W. 1343.74 FEET; THENCE TO THE LEFT ALONG SAID CURVE 1343.74 FEET THROUGH A CENTRAL ANGLE OF 00°39'01"; THENCE S.00°34'37"W. ALONG SAID EAST RIGHT-OF-WAY LINE EXTENDED

1917.32 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE INTO SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING THREE (3) COURSES: (1) THENCE 00°34’37”W. 62.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST ANDERSON ROAD; (2) THENCE N.89°10’05”W. ALONG SAID SOUTH RIGHT-OF-WAY LINE 17.97 FEET TO A POINT OF CURVE WITH A RADIUS OF 22.00 FEET AND A CHORD BEARING S.45°39’50”W. 31.20 FEET; (3) THENCE TO THE LEFT ALONG SAID SOUTH RIGHT-OF-WAY LINE CURVE 34.69 FEET THROUGH A CENTRAL ANGLE OF 90°20’10” TO THE EAST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT OF COMPOUND CURVE WITH A RADIUS OF 62.00 FEET AND A CHORD BEARING S.07°27’21”E. 17.15 FEET; THENCE TO THE LEFT ALONG SAID EAST RIGHT-OF-WAY LINE COMPOUND CURVE 17.21 FEET THROUGH A CENTRAL ANGLE OF 15°54’12”; THENCE S.15°24’27”E. ALONG SAID EAST RIGHT-OF-WAY LINE 15.48 FEET; THENCE N.89°43’10”W. 49.14 FEET INTO SECTION 18, TOWNSHIP 2 NORTH, RANGE 38 EAST TO THE NORTHEAST CORNER OF BLOCK 1, MAYFLOWER ADDITION, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°43’10”W. ALONG THE NORTH LINE OF SAID MAYFLOWER ADDITION 167.77 FEET; THENCE N.00°18’02”E. 33.38 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID EAST ANDERSON ROAD; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE S.86°32’31”W. 140.47 FEET TO A POINT OF CURVE WITH A RADIUS OF 2054.00 FEET AND A CHORD BEARING S.87°54’24”W. 97.82 FEET; (2) THENCE TO THE RIGHT ALONG SAID CURVE 97.83 FEET THROUGH A CENTRAL ANGLE OF 02°43’44”; (3) THENCE S.89°16’15”W. 154.24 FEET; (4) THENCE N.89°05’37”W. 420.34 FEET TO A POINT OF CURVE WITH A RADIUS OF 5042.00 FEET AND A CHORD BEARING N.89°43’12”W. 177.64 FEET; (5) THENCE TO THE RIGHT ALONG SAID CURVE 177.64 FEET THROUGH A CENTRAL ANGLE OF 02°01’07”; (6) THENCE N.88°42’38”W. 280.79 FEET; THENCE N.67°58’14”E. 172. 48 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE INTO SAID SECTION 7 THE FOLLOWING TEN (10) COURSES: (1) THENCE N.00°25’05”E. ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 A DISTANCE OF 2617.01 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; (2) THENCE N.01°14’02”E. 230.93 FEET; (3) THENCE N.89°52’05”E. 546.53 FEET; (4) THENCE N.00°08’07”W. 85.55 FEET; (5) THENCE N.35°47’53”E. 263.46 FEET; (6) THENCE N.12°06’06”E. 153.00 FEET; (7) THENCE N.00°08’54”W. 49.30 FEET; (8) N.86°17’06”E. 231.40 FEET; (9) THENCE S.00°08’54”E. 63.70 FEET; (10) THENCE N.89°51’06”E. 319.96 FEET TO THE POINT OF BEGINNING.

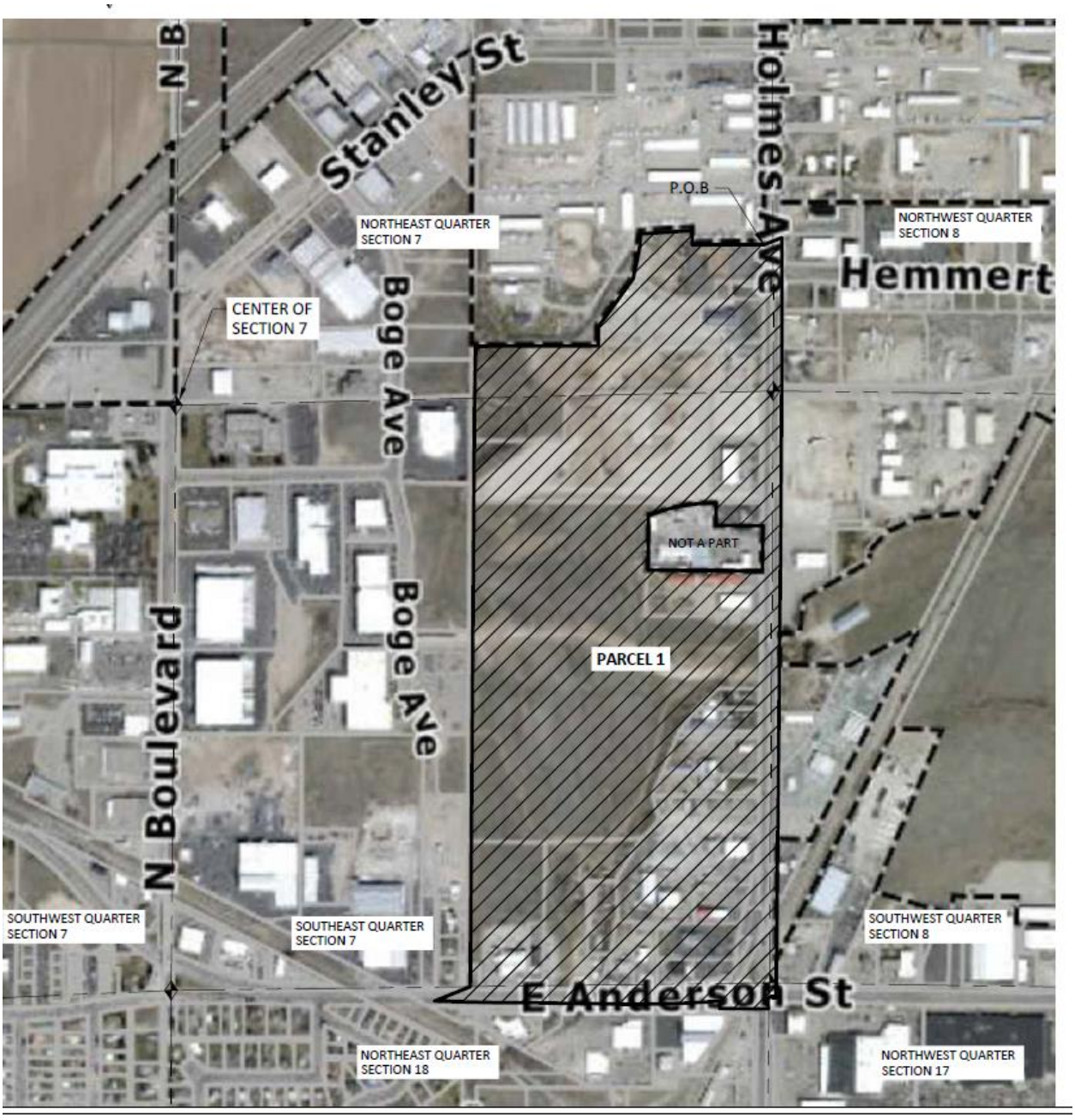
LESS AND EXCEPTING FROM PARCEL 1

BEGINNING AT A POINT THAT IS S.00°21’59”W. ALONG THE SECTION LINE 500.00 FEET AND N.89°38’01”W. 251.29 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN;

RUNNING THENCE S.00°21’59”W. 100.00 FEET; THENCE S.89°38’01”E. 208.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE, SAID POINT BEING A POINT ON A CURVE WITH A RADIUS OF 118381.36 FEET AND A CHORD BEARING S.00°32’57”W. 114.61 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 114.61 FEET THROUGH A CENTRAL ANGLE OF 00°03’20”; THENCE S.00°34’37”W. ALONG SAID WEST RIGHT-OF-WAY LINE 85.40 FEET; THENCE N.89°38’01”W. 508.16 FEET; THENCE N.00°21’59”E. 243.52 FEET TO A POINT OF CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING N.79°42’15”E. 305.27 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19’25” TO THE POINT OF BEGINNING.

PARCEL 1 CONTAINING: 96.730 ACRES

The Project Area is also depicted in the map below:



Section 100 includes an introduction, general procedures of the Agency, provisions necessary to meet State and local requirements, the history and current conditions of the Project Area, as well as the purpose of activities, and open land criteria.

Section 200 references the boundaries of the Project Area.

Section 300 discusses the proposed redevelopment actions, urban renewal plan objectives, participation opportunities and agreements, cooperation with public bodies, property acquisition standards and requirements, relocation, demolition, and property disposition, participation with others, conforming owners, and arts and cultural funding.

Section 400 discusses the type of land uses authorized in the Project Area; provides the real property in the Project Area is subject to the controls and requirements of the Willow Creek Plan and construction shall comply with applicable federal, state, and local laws and ordinances and Agency development standards; and provides design guidance for development.

Section 500 outlines the general description of the proposed financing methods. Among other sources, the Willow Creek Plan will utilize revenue allocation financing, authorized by the Act. This statute was approved in 1988 by the Idaho Legislature. Section 502 and Attachment 5 discuss revenue allocation financing and show how such financing has worked and would work in the Project Area in the future if certain new private developments occur as estimated.

Increases in assessed valuation of real and personal property in the Project Area that occur after January 1, 2026, will generate revenue for the Agency to pay project costs. Project costs include rock excavation/blasting/removal/structural fill, construction of rights-of-way and utilities, utility upgrades, intersection improvements, improvements to Anderson Street and Holmes Avenue, streetscape/pedestrian improvements and other public improvement costs, and land acquisition. The assessed valuation of real and personal property on the base assessment roll is still available for use by the other taxing districts, Bonneville County, City of Idaho Falls, College of Eastern Idaho, Flood Control District No. 1, Bonneville County Road and Bridge, Lincoln Cemetery, and Idaho Falls School District No. 91 to finance their operations. Bonneville County Ambulance District did not consent to being subject to the revenue allocation financing provisions. The Willow Creek Plan authorizes the Agency to sell revenue bonds to finance project costs, developer and/or public entity advance funding of project costs eligible for reimbursement and to use annual revenue allocations to pay the debt service, as well as funding projects on a pay as you go basis.

The program outlined in the Willow Creek Plan emphasizes the installation of needed public improvements, street improvements, utility work, and other costs to encourage private development.

Attachment 5 describes in detail the cost and financing methods for complete repayment of the debt incurred, of costs used to finance projects, and to also fund the additional described activities, including reimbursement of advance funded eligible public improvement costs to property owners/developers or public entities.

The Willow Creek Plan follows the underlying zoning classifications of the City of Idaho Falls.

Sections 600 and 700 describe cooperative activities by the Agency with the City to carry out the Willow Creek Plan.

Sections 800 – 1200 provide that the duration of the Willow Creek Plan is for twenty (20) years; provides a termination process of the Willow Creek Plan; provides the requirement of the Agency to prepare an annual report each year describing its activities during the previous year and to comply with certain other reporting requirements.

ATTACHMENTS TO THE WILLOW CREEK PLAN

Attachment 1	Boundary Map of Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Private Properties Which May be Acquired by the Agency
Attachment 4	Map Depicting Expected Land Use and Current Zoning Map of the Project Area
Attachment 5	Economic Feasibility Study
Attachment 6	Agricultural Operation Consents

The full text of the Ordinance No. ____ is available at the offices of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho, 83405.

This summary is approved by the Idaho Falls City Council at its meeting of September 24, 2026.

_____
Lisa Burtenshaw, Mayor

ATTEST:

_____
Linda Lundquist, City Clerk

I, Zachary A. Jones, City Attorney for the city of Idaho Falls, Idaho, hereby declare and certify that in my capacity as City Attorney of the city of Idaho Falls, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. ____.

DATED this _____ day of September 2026.

_____

Zachary A. Jones, City Attorney
Idaho Falls, Idaho

4932-6326-3610, v. 1

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE WILLOW CREEK URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND THE AFFECTED TAXING ENTITIES; PROVIDING SEVERABILITY, CODIFICATION, AND PUBLICATION BY SUMMARY; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 6th day of July 1966, the City Council and Mayor of Idaho Falls, Idaho, respectively, created the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (hereinafter "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), upon making the findings of necessity required for creating said Agency;

WHEREAS, the City Council (the "City Council") of the City of Idaho Falls, Idaho (the "City"), on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings, and establishing the River Commons revenue allocation area (the "River Commons Project Area");

WHEREAS, the City Council, on December 11, 2014, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings, and establishing the Eagle Ridge revenue allocation area (the "Eagle Ridge Project Area");

WHEREAS, the City Council, on November 9, 2017, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and establishing the Jackson Hole Junction revenue allocation area (the "Jackson Hole Junction Project Area");

WHEREAS, the City Council, on November 10, 2022, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project ("Pancheri East Bank Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank Plan revenue allocation area (the "Pancheri East Bank Project Area");

WHEREAS, the City Council, on March 30, 2023, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Anderson Bush Urban Renewal Project ("Anderson Bush Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3508 on March 30, 2023, approving the Anderson Bush Plan, making certain findings, and establishing the Anderson Bush Plan revenue allocation area (the "Anderson Bush Project Area");

WHEREAS, the City Council, on October 26, 2023, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Stanley Boge Urban Renewal Project (the "Stanley Boge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3548 on October 26, 2023, approving the Stanley Boge Plan, making certain findings, and establishing the Stanley Boge Plan revenue allocation area (the "Stanley Boge Project Area");

WHEREAS, the City Council, on June 13, 2024, after notice duly published conducted a public hearing on the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Amended Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3575 on June 13, 2024, approving the Amended Eagle Ridge Plan to deannex approximately 8.4 acres from the existing Eagle Ridge Project Area, making certain findings, and establishing the Amended Eagle Ridge revenue allocation area (the "Amended Eagle Ridge Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Yellowstone Square Urban Renewal Project (the "Yellowstone Square Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3596 on December 12, 2024, approving the Yellowstone Square Plan, making certain findings, and establishing the Yellowstone Square revenue allocation area (the "Yellowstone Square Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Snake River West Urban Renewal Project (the "Snake River West Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3608 on April 10, 2025, approving the Snake River West Plan, making certain findings, and establishing the Snake River West revenue allocation area (the "Snake River West Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the First Amendment to the River Commons Urban Renewal Plan (the "Amended River Commons Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3616 on July 10, 2025, approving the Amended River Commons Plan deannexing approximately 52 acres from the existing River Commons Project Area, making certain findings, and establishing the Amended River Commons revenue allocation area (the "Amended River Commons Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Riverside Urban Renewal Project (the "Riverside Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3631 on November 25, 2025, approving the Riverside Plan, making certain findings, and establishing the Riverside revenue allocation area (the "Riverside Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Riverwalk Urban Renewal Project (the "Riverwalk Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3636 on December 18, 2025, approving the Riverwalk Plan, making certain findings, and establishing the Riverwalk Plan revenue allocation area (the "Riverwalk Project Area");

WHEREAS, the above referenced urban renewal plans are collectively referred to as the "Existing Urban Renewal Plans" and their respective revenue allocation project areas are collectively referred to as the "Existing Project Areas;"

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, an urban renewal plan shall (a) conform to the general plan for the municipality as a whole, except as provided in Section 50-2008(g), Idaho Code; and (b) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must

make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, based on inquiries and information presented by certain interested parties and property owners, the Agency commenced certain discussions concerning examination of an area located within the City and whether it may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for an urban renewal project;

WHEREAS, on May 16, 2024, the Agency adopted Resolution No. 2024-06 approving a Memorandum of Understanding ("MOU") with Willow Creek Park, LLC, an Idaho limited liability company, which inter alia required Willow Creek Park, LLC to deposit certain funds to advance fund certain costs and fees related to the preparation and processing of an eligibility report, and if directed, funds related to fees and costs for a proposed new urban renewal plan;

WHEREAS, Willow Creek Park, LLC has made the necessary deposits as required by the MOU;

WHEREAS, the Agency engaged the services of Renee R. Magee, AICP, to commence an eligibility study and preparation of an eligibility report of an area approximately 100 acres in size generally located in the northern part of the City and west of Holmes Avenue and north of Anderson Street. Intermountain Business and Technology Park Subdivision forms the western boundary of the Project Area. The eastern boundary is the east right-of-way line of Holmes Avenue. Anderson Street, including the right-of-way, is the southern boundary and the northern boundary is the south property lines of the privately owned parcels lying south of Stanley Avenue. (the "Study Area"). Rights-of-ways within the Study Area boundary include portions of Holmes Avenue and Anderson Street. All parcels in the Study Area are located within the City limits;

WHEREAS, the Agency obtained the Willow Creek Eligibility Report (the "Report"), which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area to deem it eligible for urban renewal planning are found in the Study Area, including:

a. predominance of defective or inadequate street layout;
b. faulty lot layout in relation to size, adequacy, accessibility or usefulness; obsolete platting;
c. diversity of ownership;
d. insanitary or unsafe conditions;
e. outmoded street patterns;
f. unsuitable topography;
g. age or obsolescence;

h. need for correlation of the area with other areas of a municipality by streets and modern traffic requirements;
i. existence of conditions which retard development of the area;
j. results in economic underdevelopment of the area and economic disuse;
k. substantially impairs or arrests the sound growth of the municipality;

WHEREAS, the Study Area includes open space/open land;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. See, Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorated area";

WHEREAS, the Report addresses the findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area includes parcels subject to such consent;

WHEREAS, the Agency Board, on August 15, 2024, adopted Resolution No. 2024-08, accepting the Report and authorized the Chair, Vice-Chair, or Administrator of the Agency to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation provision as allowed by the Act;

WHEREAS, the City Council on September 27, 2024, adopted Resolution No. 2024-18, and declared the Study Area described in the Report to be a deteriorated area or a deteriorating area, or a combination thereof, as defined by Chapters 20 and 29 of Title 50, Idaho Code, as amended, that such Study Area is appropriate for an urban renewal project, and directed the Agency to commence preparation of an urban renewal plan for the area designated;

WHEREAS, in order to implement the provisions of the Act and the Law either Agency may prepare a plan, or any person, public or private, may submit such plan to Agency;

WHEREAS, pursuant to the Law and the Act, as amended, the Agency prepared the Urban Renewal Plan for the Willow Creek Urban Renewal Project (the "Willow Creek Plan"), as set forth in Exhibit 3 attached hereto, and the corresponding urban renewal/revenue allocation area referred to as the Willow Creek project area (the "Willow Creek Project Area," the "Project Area," or "Revenue Allocation Area"), to develop and/or redevelop a portion of the City, pursuant to the Law and the Act, as amended;

WHEREAS, the Willow Creek Project Area is shown on the "Boundary Map of Urban Renewal Project Area and Revenue Allocation Area" and described in the "Legal Description of Urban Renewal Project Area and Revenue Allocation Area," which are attached to the Willow Creek Plan as Attachments 1 and 2 respectively;

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan;

WHEREAS, the Willow Creek Plan contains revenue allocation financing provisions as allowed by the Act;

WHEREAS, the Agency Board at several Agency Board meetings in 2025 and 2026, reviewed and considered the proposed public improvements and projects within the Willow Creek Project Area;

WHEREAS, as required by the Law and the Act, the Agency reviewed the project information within the Willow Creek Plan concerning the use of revenue allocation funds and considered the Willow Creek Plan at its meeting on May 21, 2026;

WHEREAS, on May 21, 2026, the Agency Board adopted Resolution No. 2026-04 proposing and recommending the approval of the Willow Creek Plan;

WHEREAS, the Agency submitted the Willow Creek Plan to the Mayor and City Council;

WHEREAS, the Mayor and City Clerk have taken the necessary action in good faith to process the Willow Creek Plan consistent with the requirements set forth in Idaho Code Sections 50-2906 and 50-2008;

WHEREAS, pursuant to the Law, at a meeting held on August 4, 2026, the Idaho Falls Planning Commission considered the Willow Creek Plan and found by Planning Commission Resolution No. 07-2026 that the Willow Creek Plan is in all respects in conformity with the City's Comprehensive Plan, Imagine IF, A Plan to Move Idaho Falls Forward Together, as amended (the "Comprehensive Plan") and forwarded its findings to the City Council, a copy of which is attached hereto as Exhibit 1;

WHEREAS, the notice of public hearing of the Willow Creek Plan was caused to be published by the Idaho Falls City Clerk in its official newspaper the *Post Register* on August 21 and September 11, 2026, a copy of said notice is attached hereto as Exhibit 2;

WHEREAS, as of August 21, 2026, the Willow Creek Plan was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, the City Council during its regular meeting of September 24, 2026, held the public hearing on the Willow Creek Plan as noticed;

WHEREAS, as required by Idaho Code sections 50-2905 and 50-2906, the Willow Creek Plan contains the following information with specificity which was made available to the general public and all affected taxing districts prior to the public hearing on September 24, 2026, a special meeting of the City Council, at least thirty (30) days but no more than sixty (60) days prior to the date set for final reading of the Ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds, notes and/or other obligations are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan; and (8) a description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets;

WHEREAS, the Willow Creek Plan authorizes certain projects to be financed by owner/developer participation agreements and proceeds from revenue allocation. Revenue allocation bonds or loans are permissible;

WHEREAS, appropriate notice of the Willow Creek Plan and revenue allocation provision contained therein has been given to the affected taxing districts and to the public as required by Idaho Code §§ 50-2008 and 50-2906;

WHEREAS, it is necessary and in the best interest of the citizens of the City, to adopt the Willow Creek Plan and to adopt, as part of the Willow Creek Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Willow Creek Plan, in order to: (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the Willow Creek Project Area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage the affected taxing districts to cooperate in the allocation of future tax revenues arising in the Willow Creek

Project Area in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the City and (6) to further the public purposes of the Agency;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the revenue allocation area as shown and described in Attachments 1 and 2 of the Willow Creek Plan is likely to increase, and continue to increase, as a result of initiation of urban renewal projects in accordance with the Willow Creek Plan;

WHEREAS, under the Law and Act any such plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe, and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe, and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in the Law, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, the base assessment roll of the Willow Creek Project Area, together with the base assessment roll values of the Existing Project Areas, cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, it is necessary, and in the best interests of the citizens of the City to adopt the Willow Creek Plan;

WHEREAS, the City Council at its regular meeting held on September 24, 2026, considered the Willow Creek Plan as proposed and made certain comprehensive findings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS:

SECTION 1: It is hereby found and determined that:

(a) The Willow Creek Project Area as defined in the Willow Creek Plan is a deteriorated area or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Willow Creek Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.

(c) There continues to be a need for the Agency to function in the City.

(d) The Willow Creek Plan conforms to the City's Comprehensive Plan as a whole.

(e) The Willow Creek Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement recognizing the mixed-use, commercial, office, retail, multi-family residential, and industrial components of the Willow Creek Plan and the need for public improvements to support the goals of the uses of the area, and shows consideration for the health, safety, and welfare of any children, residents, or businesses in the general vicinity of the urban renewal area covered by the Willow Creek Plan.

(f) The Willow Creek Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development, and redevelopment of the urban renewal area by private enterprises.

(g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(l), the Willow Creek Plan provides a feasible method for relocation obligations of any displaced families residing within the Willow Creek Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.

(h) The collective base assessment rolls for the Existing Project Areas and the Willow Creek Project Area, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.

(i) The Willow Creek Plan includes the requirements set forth in Idaho Code § 50-2905 with specificity.

(j) The Willow Creek Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and

rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes (if any), land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

(k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code section 50-2018(9) and Idaho Code section 50-2903(8)(f), includes agricultural operations which have been used for agricultural purposes with in the last three (3) years and the necessary agricultural operation consents from the property owners have been obtained.

(l) The portion of the Willow Creek Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

(m) The portion of the Willow Creek Project Area which is identified for residential uses is necessary and appropriate as the City Council may find there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area of residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Willow Creek Project Area includes open land, that the Agency may acquire any open land within the Willow Creek Project Area but does not intend to do so on any widespread basis, and that the Willow Creek Project Area is planned to be developed and/or redeveloped in a manner that may include both residential and nonresidential uses. Provided, however, the City Council finds that for the portions of the Willow Creek Project Area deemed to be "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Willow Creek Plan objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunities in an area that does not now contain such opportunities, and the portion of the Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the City's Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Willow Creek Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical

corrections or revisions in keeping with the information and testimony presented at the September 24, 2026, hearing and incorporate changes or modifications, if any.

SECTION 5: The boundaries of the Willow Creek Project Area do not overlap the boundaries of a highway district, and therefore, an agreement pursuant to Idaho Code Section 50-2908(2)(a)(iv) for the Willow Creek Project Area is not required.

SECTION 6: The boundaries of the Willow Creek Project Area do overlap the boundaries of the Bonneville County Ambulance District (the "Ambulance District"). Pursuant to Idaho Code Section 50-2906(4), the Ambulance District did not consent by resolution to be included in the Willow Creek Project Area, and therefore, the Ambulance District is not subject to the financing provisions of the revenue allocation area set forth in the Willow Creek Plan.

SECTION 7: No direct or collateral action challenging the Willow Creek Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Willow Creek Plan.

SECTION 8: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the Bonneville County Auditor and Bonneville County Assessor, and to the appropriate officials of Bonneville County Board of County Commissioners, city of Idaho Falls, College of Eastern Idaho, Flood Control District No. 1, Idaho Falls School District No. 91, Bonneville County Road and Bridge, Lincoln Cemetery, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map indicating the boundaries of the Willow Creek Project Area. A courtesy copy of the Ordinance, the legal description of the boundaries of the Project Area, and a map will be transmitted to the Bonneville County Ambulance District.

SECTION 9: The City Council hereby finds and declares that the equalized assessed valuation of the Revenue Allocation Area as defined in the Willow Creek Plan, is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Willow Creek Plan.

SECTION 10: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Willow Creek Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 11: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code section 50-2006 to designate itself as the Agency Board.

SECTION 12: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2026, to the extent permitted by the Act.

SECTION 13: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 14: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 15: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 16: **SAVINGS CLAUSE**. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

SECTION 17: That pursuant to the affirmative vote of one-half (1/2) plus one (1) of the Members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect upon its passage, approval and publication.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of September 2026.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this _____ day of September 2026.

_____
Mayor Lisa Burtenshaw

ATTEST:

_____
Linda Lundquist, City Clerk

Exhibit 1

Resolution of the Planning Commission for the City of Idaho Falls, Idaho, Validating Conformity of the Urban Renewal Plan for the Willow Creek Urban Renewal Project with the City of Idaho Falls' Comprehensive Plan

Exhibit 2

Notice Published in the *Post Register*

Exhibit 3

Urban Renewal Plan for the
Willow Creek Urban Renewal Project

Exhibit 4

Ordinance Summary