

COUNCIL MEETING AGENDA

Thursday

November 12, 2026

6:30 P.M.

Mayor

Lisa Burtenshaw

City Council

Jim Francis
Council President, Seat 4

Brandon Lee
Council Seat 2

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Kirk Larsen
Council Seat 3

Michelle Ziel-Dingman
Council Seat 1

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

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

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

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

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

Public Comment Guidelines

Speakers are encouraged to:

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

Public Hearing Guidelines

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

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

City Council

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, November 12, 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. Items typical of consent can include routine items for purchase, supply or inventory replenishment, vehicle or equipment replacement, etc.; items already budgeted. Other changes to this agenda may require the approval of a majority of Council.

A) Police Department

1) Tyler Technologies Public Safety Suite **26-421**

Attachments: TylerCloudMigration

B) Parks & Recreation

1) Purchase replacement of an Ice Rink Zamboni for a total of $142,050.12 **26-423**

Attachments: Proposal

C) Airport

1) Resolution Accepting Idaho Transportation Department Division of Aeronautics Grant F278IDA **26-455**

Attachments: Idaho Falls AIP SFY27 grant

D) Public Works

1) Equipment Purchase - Wastewater Division **26-439**

Attachments: JCB Quote

2) Bid Award - IF-26-020 Water Meter and Material **26-452**

Attachments: Compiled Results & Supplier Award Proposal for Bid IF-26-020 - Final

3) City Snow Removal Policy Update **26-456**

Attachments: Resolution
Snow and Ice Policy
Snow and Ice Policy draft
Snow priority map
Snow Plow Changes Map
Snow Priority Map changes

E) Office of the Mayor

1) City Council Meeting Minutes **26-399**

Attachments: 10.08.26 City Council - F
10.19.26 Work Session - F
10.22.26 City Council - F

Action Item:

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

6. Regular Agenda

A) Airport

1) Resolution to approve intergovernmental agreement to receive donation of Aircraft Rescue and Fire Fighting apparatus from the City of Boise **26-425**

The Idaho Falls Regional Airport included acquiring an Aircraft Rescue Fire Fighting apparatus in its fiscal year 2027 budget. The City of Boise has declared a 2009 Oshkosh Striker 3000 as surplus property. The apparatus is obligated by Federal Aviation Administration funding requiring the apparatus to be donated to an eligible airport. They offered this to Idaho airports and have agreed to donate it to the Idaho Falls Regional Airport as an eligible recipient. This donation requires no funds to be transferred to the City of Boise. However, the vehicle will be transported at the Idaho Falls Regional Airport's expense, to include any required repairs necessary to place the apparatus into service.

Action Item(s):
Approve the resolution approving the intergovernmental agreement for the donation of an Aircraft Rescue and Fire Fighting apparatus from the City of Boise with a fair market value of $430,000.00 and authorize the Mayor and City Clerk to sign the resolution (or take other action deemed appropriate).

Attachments: Resolution
Agreement

B) Finance

1) Approval to Write Off Utility Service Past Due Accounts **26-428**

The proposed write-offs meet the criteria established in the City's Service Delivery Account Write-Off Policy. A total of $117,844.99 is recommended for write-off for utility accounts from calendar year 2021 that are more than five years old. An additional $15,807.39 is recommended for write-off for accounts from calendar years 2022 through 2025 due to bankruptcy proceedings and deceased account holders with no known estate. The total recommended write-off is $133,652.38.

These accounts have been determined to be uncollectible. Upon City Council approval, the balances will be removed from the City's accounts receivable records, and collection efforts on the written-off accounts will be discontinued.

For comparison purposes, the approved recommendation for utility account write-offs in 2025 was $184,950.87.

Action Item(s):
Approve the write-off of $133,652.38 in unpaid utility service accounts receivable which have been determined as uncollectible (or take other action deemed appropriate).

Attachments: Report

2) IFPD Vehicle Replacement **26-460**

City Council approved the fleet vehicle replacement budget for the Idaho Falls Police Department (IFPD) based on an 8-year replacement cycle, as well as the addition of two fleet vehicles funded from impact fees at $200,000 (10-year replacement cycle.)

Action Item(s):
Authorize the lease or purchase of up to 18 IFPD vehicles (of which, 2 are funded from impact fees) for a not-to-exceed amount of $1,950,000 (or take other appropriate action).

C) Public Works

1) Development Agreement - Millcreek Metals **26-438**

The Development Agreement with Millcreek Metals supports the Development of property

north of the Boone Property development along 15th East (Woodruff) north and West of the recently completed Fire Station #6. This development agreement allows for the construction of the site plan to be per City Standards, addresses the access from 15th East, addresses the construction of the Water line in 15th East and the Sewer connection to the existing Sewer main in 15th East.

Action Item(s):
Approve a Development Agreement for Millcreek Metals; and authorize the Mayor and City Clerk to sign the documents or take other action deemed appropriate.

Attachments: Millcreek Metal Development Agreement
Mill Ceek Metals DA Exhibit Map
SPL26-024 3rd Review Comments Site Millcreek Metals (1)

D) Community Development Services

1) Extension for the Final Plat for Recycle Road Commercial Park. **26-434**

Attached is the 60-day extension request from the applicant. The applicant requests a 60-day extension to complete the remaining administrative and technical requirements for recording the plat. The request affects only the recording deadline and does not alter the approved final plat or development agreement. The Planning and Zoning Commission considered this item at its March 3, 2026, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. City Council considered this item at its May 21, 2026, meeting and unanimously voted to approve the final plat as presented. This Final Plat was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

Action Item(s):
Approve the extension request for the Final Plat for Recycle Road Commercial Park (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial Map
Final Plat
Extension Memo
Final Plat Request for Extension
Signed Reasoned Statement

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 30. **26-435**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 30. The Planning and Zoning Commission considered this item at its June 2, 2026, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. This Final Plat was reviewed by

CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

Action Item(s):

1. Approve the Development Agreement for the Final Plat for Fairway Estates Division No. 30 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Approve the Final Plat for Fairway Estates Division No. 30 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 30 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning Map
Aerial Map
Airport Land Use Map
Final Plat
Staff Report
Site Photo 1
Site Photo 2
Google Image of Site
PC Minutes
Reasoned Statement
Development Agreement

3) Quasi-judicial Public Hearing-Rezone from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Home Zone, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 15.9 acres in the SE ¼ of Section 6, Township 2 North, Range 38 East. **26-436**

Attached is the application for Rezoning approximately 15.9 acres in the SE ¼ of Section 6, Township 2 North, Range 38 East from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Homes Zone, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this item at its October 6, 2026, meeting and unanimously voted to recommend approval of the zone change from LC to RMH to the Mayor and City Council as presented. This rezone was reviewed by the CDS Planning staff.

Action Item(s):

1. Approve the Ordinance Rezoning approximately 15.9 acres in the SE ¼ of Section 6, Township 2 North, Range 38 East from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Homes Zone, 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).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LC to RMH and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning Map
Aerial Map
Comp Plan Map
Airport Land Use Map
Staff Report
Site Picture 1
Bonneville County Hatch Pit
PC Minutes
Neighborhood Meeting
Ordinance
Reasoned Statement

4) Quasi-judicial Public Hearing-Rezone from RE, Residential Estate to RP, Residential Park, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.062 acres in the NE Corner of the NE ¼ of the SE ¼ of Section 31, Township 2 North, Range 38 East. **26-437**

Attached is the application for Rezoning approximately 1.062 acres in the NE Corner of the NE ¼ of the SE ¼ of Section 31, Township 2 North, Range 38 East from RE, Residential Estate to RP, Residential Park, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this item at its October 6, 2026, meeting and recommend approval of the zone change from RE to RP to the Mayor and City Council with a vote of 5 to 1. This rezone was reviewed by the CDS Planning staff.

Action Item(s):
1. Approve the Ordinance Rezoning approximately 1.062 acres in the NE Corner of the NE ¼ of the SE ¼ of Section 31, Township 2 North, Range 38 East from RE, Residential Estate to RP, Residential Park, 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).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from RE to RP and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning Map
Aerial Map
Comp Plan Map
Staff Report
PC Minutes
Neighborhood Meeting
Ordinance
Reasoned Statement

7. Announcements

8. Adjournment

Memorandum

File #: 26-421 **City Council** RETURN TO AGENDA

DATE: Thursday, November 12, 2026
AGENDA: Consent
FROM: Bryce Johnson, Chief of Police
DEPARTMENT: Police Department

Title
Tyler Technologies Public Safety Suite

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

Action(s) Requested:
Approve the expenditure of $227,811.76 to upgrade/update the Tyler Technologies Public Safety Suite software and hardware (or take other action deemed appropriate).

Description, Background Information, Purpose:
Bonneville County has a contract with Tyler Technologies for the Public Safety Suite. The City pays a certain share of the cost for this contract. The Tyler Technologies Public Safety Suite software and hardware will be updated and upgraded. The City's share of the associated costs for the update/upgrade is $227,811.76. This upgrade/update is the most economical, fastest, and most logical solution for continued operations and agency interoperability. Cost savings come from sharing the cost between agencies, and a reduction of man hours in implementation.

This will result in an updated and more capable version of the current system. This includes Computer Aided Dispatch (CAD), electronic ticketing that ties directly into the courts, warrants, jail, fire & EMS, law enforcement, analytics, and records management that the Police department and Sheriff's office have been using for the past ten years.

This upgrade moves us to a cloud-hosted public safety solution, that is compliant with state and federal reporting mandates, providing all of our public safety agencies and personnel with real-time information, instant data sharing across jurisdictions, and provides intelligence-led responses, so help arrives for our citizens faster and more prepared.

This will continue to provide command staff, emergency communications personnel, first responders, and administrative personnel with connected solutions that support the entire public safety realm. Tyler Technology's suite of public safety solutions helps law enforcement, fire, EMS, and emergency communications agencies increase efficiency, improve situational awareness, and better serve our community.

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

INVOICE

Bonneville County

911 N. Skyline Dr
Idaho Falls, ID 83402
ATTN: kbecker@bonnevillecountyid.gov

Date: September 9, 2026
Invoice # ECC-090926J4

Bill To: City of Idaho Falls (Police Dept)
P.O. Box 50220
Idaho Falls, ID 83402

Service To: SAME

PO #	Sales Rep	Service Date	Terms	Due Date
	J.Eldredge	2026		

Product ID	Description	Qty/Hours	Unit Price	Line Total
	Tyler Cloud Migration Year 1	1		$227,811.76

Subtotal	$227,811.76
Discount %	
Discount Amount	0.00
TOTAL	$227,811.76
PAID	
TOTAL DUE	**$227,811.76**

Notes:

Service provided by the Bonneville County Emergency Communications Center

Memorandum

File #: 26-423 **City Council** RETURN TO AGENDA

DATE: Thursday, October 22, 2026
AGENDA: Consent
FROM: PJ Holm, Director
DEPARTMENT: Parks & Recreation

Title
Purchase replacement of an Ice Rink Zamboni for a total of $142,050.12

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

Action(s) Requested:
Accept and approve the quote received from Kendrick Equipment, accessing the Sourcewell Cooperative purchasing contract #081425-FZC for a total $142,050.12 (or take other action deemed appropriate).

Description, Background Information, Purpose:
This purchase will replace the Olympia Millennium zamboni that is approaching the end of its useful life and scheduled for replacement.
The replacement Zamboni (model #546) is necessary to maintain an ice rink surface. Budgeted ice arena equipment funds will be used for this purchase.

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

KENDRICK EQUIPMENT

ZAMBONI AUTHORIZED DISTRIBUTOR

October 16, 2026

CITY OF IDAHO FALLS

ATTN:
Roberto Abreo
Recreation Superintendent
City of Idaho Falls Parks & Recreation
RAbreo@idahofalls.gov
Work: (208) 612-8489



PROPOSAL

"The principal product you have to sell is the ice itself."

– Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder's commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 546:
Proven hydrostatic performance and significant fuel savings provide the industry's lowest emissions and a cleaner arena environment. An exceptionally efficient 1.6 L engine can be configured for gasoline or propane fuel. On-dash diagnostics with programmed maintenance notifications provide engine performance data on the go. The hydrostatic transmission and powerful double pump for the augers deliver strong conveyor performance at any speed. Our unrivaled down pressure system ensures that all you leave behind is perfect.

INNOVATION:
Our commitment to constant innovation is an investment in the product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing equipment facilitates savings of time and valuable resources.

QUALITY:
Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

ZAMBONI®

VALUE:
Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:
Machine specifications are available online.

MANUFACTURER'S STATEMENT:
This machine is proudly designed and manufactured in Paramount, California by Zamboni Company USA, Inc., a United States company.

WARRANTY:
Twenty-Four (24) months or 2,000 hours, whichever comes first, parts replacement only. Mileage and travel time are not covered under warranty.

SAFETY STANDARDS:
This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements.
In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at **www.zamboni.com** to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-546

zamboni.com/options

Zamboni 546	**$**	**111,310.00**
Gas Carburetion, 3 Way Catalytic Converter, Aluminum Wheels, Black Powder Coated Conditioner, Wash Water with Poly insert, Board Brush Assembly, Conditioner Poly Side Plate, Guide Wheel, Lambda Fuel Management System, LPG Low Fuel Light (LPG Machines), Parking Brake		
ADDITIONAL EQUIPMENT:		
546 Ice Resurfacer LPG Add On	$	1,522.00
Galvanized Conditioner	$	1,268.00
Wash water system with poly tank	$	Standard
Snow Tank Light	$	492.00
Board Brush Assembly	$	Standard
Power Brush Fill	$	435.00
Standard Water Level Sight Gauge	$	327.00
Back Up Alarm	$	585.00
LPG Low Fuel Light (LPG Machines)	$	Standard
EZIII Battery Edger	$	7,240.00
Hydraulic Oil Cooler	$	1,139.00
Blade Changing Assistant	$	4,839.00
Magnetic Blade Guard	$	176.00
Tire Wash	$	3,002.00
Stainless Steel Water Distribution Pipe	$	1,641.00
Plastic Liner for bottom of Snow Tank	$	471.00
Auto Snow Breaker	$	2,055.00
Integrated Auger Washout System	$	1,444.00
Flood Water Drain	$	250.00
Subtotal		$138,196.00
Sourcewell Discount (3%)		-$4,145.88
Trade In Value		$0.00
Transportation (estimate will be adjusted at time of shipment)		$8,000.00
TOTAL		**$142,050.12**

F.O.B:
Idaho Falls, Idaho, USA (estimate will be adjusted at time of shipment)

TERMS:
50% at issue of PO, and Balance due upon shipment from factory.
Shipment 14 months or sooner from receipt of order.
Pricing does not include any applicable sales tax.

THANK YOU:

Jonathan C Norell

Jonathan Norell,
Sales Representative

Date
October 16, 2026

Kendrick Equipment
2950 Newmarket Street | Suite 101269
Bellingham, Washington 98226 USA | Phone: +1 (360)306-0904

Sourcewell
Awarded Contract
Contract: **081425-FZC**

Memorandum

File #: 26-455 **City Council** RETURN TO AGENDA

DATE: Thursday, November 5, 2026
AGENDA: Consent
FROM: Ian Turner, Airport Director
DEPARTMENT: Airport

Title
Resolution Accepting Idaho Transportation Department Division of Aeronautics Grant F278IDA

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

Action(s) Requested:
Approve the included resolution and accept the Idaho Transportation Department, Division of Aeronautics, Grant F278IDA, in the amount of $75,000 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
The Idaho Falls Regional Airport receives regular grant funding from the Idaho Transportation Department, Division of Aeronautics. Grant F2781DA is in the amount of $75,000 and is identified for use with the terminal building expansion and terminal apron rehabilitation projects.

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

IDAHO TRANSPORTATION DEPARTMENT
Division of Aeronautics
1390 W Gowen Road • Boise ID 83705
(208) 334-8775
itd.idaho.gov/aero

11/1/2026

Lisa M. Burtenshaw , Mayor
City of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405

GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-27 for the Idaho Falls Regional Airport
FS PROGRAM NUMBER: F278IDA

PROJECT DESCRIPTION: Expand Terminal building
This grant is in the amount of $75,000.00 to match from the City of Idaho Falls.

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-27. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than 3/1/2027
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be place in “inactive” status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- FAA Form 270/271 or DELPHI eINVOICING PAYMENT SUMMARY WORKSHEET (if applicable)
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant or how to request grant funds, please call me at (208) 334-8487.

Sincerely,

Steffen Verdin

Steffen Verdin
Airport Planning Manager

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-27

TO: City of Idaho Falls, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Idaho Falls Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Expand Terminal building
FS Program Number: F278IDA
Project Number: AIP0xx

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of $75,000.

This Grant incorporates the following terms and conditions:

A. The STATE affirms that:

1. The maximum obligation of the STATE payable under this Grant shall be $75,000.00.

2. This grant expires on June 30, 2030 and the STATE shall have no further obligation after that date.

B. The SPONSOR shall:

1. Certify the availability of at least to match STATE participation in said project.

2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.

3. Diligently and expeditiously complete this project by June 30, 2030 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.

6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.

7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.

8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.

9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.

10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)

11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)

12. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

13. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

14. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.

15. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.

16. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted

safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.

17. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01

18. All revenue generated on the airport by the Sponsor will be used for airport purposes only.

19. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01

20. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.

21. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into, account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

22. **AIRPORT DEVELOPMENT GRANT ELIGIBILITY. Airport development grants shall not be allocated to airports in violation of the Policy on the Non-Aeronautical Use of Airport Hangars, 81 F.R. 38906. Compliance with the federal regulation will be confirmed by the airport sponsor and reported to the Idaho Transportation Department prior to distribution of funds. (S.B. 7/2025)**

23. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320

24. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q

C. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

D. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

E. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 3/1/2027 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

F. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

1. SPONSOR shall report project commencement date.

2. SPONSOR shall make quarterly reports during construction.

3. SPONSOR shall receive approval prior to any change in the scope of the project.

4. SPONSOR shall report project completion date and request final inspection and payment.

5. STATE may participate in the final inspection and shall sign off the project as completed.

6. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics



By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2026.

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

ATTEST:

Linda Lundquist, City Clerk

I, Linda Lundquist, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2026, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2026.

_____
Linda Lundquist, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Idaho Falls, Idaho
Held on _____, 2026.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Idaho Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of $75,000.00 to be used under the Idaho Airport Aid Program, FS Program number: F278IDA, Project number: AIP0xx in the development of the Idaho Falls Regional Airport; and

Be it resolved by the Mayor and City Council of City of Idaho Falls, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of $75,000.00, for the purpose of obtaining State Aid under FS Program Number: F278IDA, Project Number: AIP0xx in the development of the Idaho Falls Regional Airport; and

Sec. 2. That the Mayor of the City of Idaho Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this _____ day of _____, 2026.

_____
Lisa M. Burtenshaw , Mayor

ATTEST:

Linda Lundquist, City Clerk

CERTIFICATE

I, Linda Lundquist, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2026, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2026.

_____
Linda Lundquist, City Clerk

Memorandum

File #: 26-439 **City Council** RETURN TO AGENDA

DATE: Tuesday, November 3, 2026
AGENDA: Consent
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
Equipment Purchase - Wastewater Division

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

Action(s) Requested:
Accept and approve the Sourcewell Procurement #020223-JCB bid with JCB Idaho, in an amount of $113,673.63 (or take other appropriate action).

Description, Background Information, Purpose:
The skid steer will be used for manhole repair operations. Currently, the Wastewater Division borrows the equipment from the Street Division. Manhole repairs and street work are busiest during the summer. This model was selected with tele-handling capabilities to load discarded asphalt and concrete into dump trucks and run the Mr. Manhole attachment used to replace manholes. Funds for this purchase are budgeted for in the Wastewater Collection Fund.

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

26-439

City of Idaho Falls / Public Works
Bob Getsinger
380 Constitution Way
IDAHO FALLS
83402-3539
UNITED STATES OF AMERICA

JCB OF IDAHO
360 S 400 W
ID
HEYBURN
83336-8688
United States

Today's Date: 22/10/2026
Valid Until: 22/11/2026

Dear Bob Getsinger,

Thank you for your interest in our JCB products.

We are happy to offer you the following, subject to change and subject to the basis of our delivery and service conditions.

If you would like to proceed or if you have any queries regarding this quotation please do not hesitate to contact me.

I look forward to hearing from you.

Kind regards.

Troy Carpenter
troycarpenter@schows.com
(208) 716-0427

Troy Carpenter
troycarpenter@schows.com
(208) 716-0427

Today's Date: 22/10/2026
Valid Until: 22/11/2026

City of Idaho Falls / Public Works
Bob Getsinger

4TS-8T

Includes: Extras

4TS-8T TELESKID(T4)NA,TRACKEDSERIES 3.2
4TS-8T TELESCOPIC COMPACT TRACK LOADER TIER 4
FINAL 109HP(81KW) SERIES 3.2 CAB-LARGE PLATFORM

RUBBER TRACKS - 17.7 IN / 450 MM WIDE
450 MM WIDE X 86 MM PITCH X 56 LINKS
78 IN / 1,985 MM WIDTH OVER TRACKS

TCAB AC HHP 3.2

CONTROLS WITH 7 WAYJOYSTICKS
HARNESS FOR TELESKID (LP HH TS T4)

TS-T NA CAB HHP

HIGH FLOW HHPTS

Freight / PAK / PDI

MSRP - 127,732.84

84" Landscape Bucket w/ BOE

Balance (excluding GST)	$113,673.63

SCHOWS TRUCK CENTER - IF
6754 W OVERLAND DR
IDAHO FALLS ID 83402
Phone: 2085234177 Fax: 2085235460

Purchaser 31366	*Bill-To* 31366
IDAHO FALLS PUBLIC WORKS - WASTEWATER 4075 GLEN KOESTER LANE IDAHO FALLS, ID 83402 (208) 612-8149	**IDAHO FALLS PUBLIC WORKS - WASTEWATER** 4075 GLEN KOESTER LANE IDAHO FALLS, ID83402 (208) 612-8149

Quote
M005001048
DATE

PO NUMBER
SOURCEWELL

BASE UNIT(S)

Make	Model	Year	VIN	Stock No.	
JCB	4TS-8T TELESKID	2026	N001008502	**151504**	113,673.63

OTHER ITEMS
INCLUDES 84" LANDSCAPE BUCKET / BOE
SOURCEWELL PROCUREMENT # 020223-JCB

Price	113,673.63
Less: Trade-In or Disc	0.00
Net Price Difference	113,673.63
Tire Fee	0.00
Battery Fee	0.00
Adds & IPOS	0.00
Total Amount Taxable	113,673.63
Tax	0.00
Service Contract & Insurance	0.00
Doc Fee	0.00
Federal Excise Tax	0.00
Plus Trade-In Payoff	0.00
Total Price	113,673.63
Less Deposit or Down Payment	0.00
Additional Due on Delivery	113,673.63
Unpaid Balance/Amount to Finance	113,673.63

Accepted By: _____

Official Title: _____ Purchaser: _____

Memorandum

File #: 26-452 **City Council** RETURN TO AGENDA

DATE: Thursday, November 5, 2026
AGENDA: Consent
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
Bid Award - IF-26-020 Water Meter and Material

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

Action(s) Requested:
Accept and approve the bids from the lowest responsive and responsible bidders for the water meters and meter material for the Water Division inventory replenishment from Ferguson for $425,250.00 and Mountainland Supply for $39,985.90 for a total of $465,235.90 (or take other action deemed appropriate).

Description, Background Information, Purpose:
Bids were received on November 2, 2026, and 4 bids were received under solicitation number IF 26-020. This purchase will provide commercial and residential water meters and materials for Water Division projects.

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

26-452

BID RESULTS AND PROPOSED AWARDING OF BIDNET BID IF-26-020

OFFICIAL BIDNET BIDS

Supplier	Bid
Ferguson	$ 464,994.00
Core & Main	$ 532,957.00
HD Fowler	$ 484,762.00
Mountainland	$ 505,901.01

ACTUAL VALUES (TAKEN FROM ITEMIZED PRICES)

Supplier	Bid
Ferguson	$ 425,250.00
Core & Main	$ 532,957.00
HD Fowler	$ 484,762.00
Mountainland	$ 534,810.15

Explanation: Historically, Water Division has awarded bids by group rather than by line.
All vendors have been warned that this will be the last bid that the division will award by group.
All future bids by the division will be awarded by line.
For this bid, Ferguson won the Group 1 of 1, sum total bid. However, they quoted an unauthorized alternative maufacturer for lines 4 and 5.
Therefore I propose awarding those two lines separately to Mountainland Supply, as the lowest valid sum bid for those two items.
This amounts to the following awards:

Line	Awarded To	Vendor Costs
1, 2, 3, 6 - 12	Ferguson US Holding	$ 425,250.00
4, 5	Mountainland Supply Co	$ 39,985.90
	Sum Total for both awards:	$ 465,235.90

Line	Desc	UOM	QTY	Unit Cost By Bidder											
				Core & Main			Ferguson			HD Fowler			Mountainland Supply		
				Unit Cost	Ext Cost	Notes	Unit Cost	Ext Cost		Unit Cost	Ext Cost		Unit Cost	Ext Cost	Notes
1	THERMAL- COIL METER BOX FOR 1" SERVICE LINES; PIT SIZE: 18"" X 72"; NO INSULATION PAD; NO LEAD; NO MANUFACTURER SUBSTITUTIONS; CIF INTERNAL ITEM ID: PUR-01971 Manufacturer MUELLER; AY MCDONALD; FORD	Each	150	$ 584.25	$ 87,637.50		$ 576.00	$ 86,400.00		$ 584.00	$ 87,600.00		$ 578.34	$ 86,751.45	
2	METER BOX FOR 1.5" SERVICE LINE; 24x72 INCH SMOOTH BARREL; NO INSULATION PAD; NO LEAD; NO MANUFACTURER SUBSTITUTIONS; CIF INTERNAL ITEM ID: PUR-01974 Manufacturer MUELLER; AY MCDONALD; FORD	Each	100	$ 1,556.48	$ 155,648.00		$ 1,373.00	$ 137,300.00		$ 1,377.60	$ 137,760.00		$ 1,556.48	$ 155,647.50	
3	METER BOX FOR 2" SERVICE LINE; 27 x 72 INCH SMOOTH BARREL; NO INSULATION PAD; NO LEAD; NO MANUFACTURER SUBSTITUTIONS; APPROVED MANUFACTURERS: MUELLER; FORD; AY MCDONALD; CIF INTERNAL ITEM ID: PUR-01976 Manufacturer MUELLER; AY MCDONALD; FORD	Each	100	$ 2,240.05	$ 224,005.00		$ 1,725.65	$ 172,565.00		$ 1,743.43	$ 174,343.00		$ 2,240.04	$ 224,004.00	
4	LID & RING SET FOR 18" DIAMETER METER BOX; D&L FOUNDRY LID #B5020-06 (NO WORM GEAR); D&L FOUNDRY RING #B5020-R3 (INCLUDE THUMB CUTOUT FOR LIFTING; (CIF INTERNAL ITEM ID: PUR-01951) Manufacturer D&L Foundry Part # D&L FOUNDRY LID #B5020-06 (NO WORM GEAR); D&L FOUN	Each	200	$ 118.21	$ 23,642.00	Selected as lowest bid with required manufacturer brand and part			Disqualified due to not submitting bid-specific manufacturer brand and part. Vendor has told me the D&L price would be 123.50	$ 202.15	$ 40,430.00		$ 122.98	$ 24,596.00	Selected as lowest bid with required manufacturer brand and part, in summation with line 5.
5	D&L Foundry Model #B-5024; 24" OUTSIDE DIAMETER; 22.5" INSIDE DIAMETER; 3" HEIGHT; CAST IRON; INCLUDE CENTER RING CUT OUT APPROXIMATELY 3.5X2", RECESSED 1" FOR AUTOMATED METER INFRASTRUCTURE; (CIF INTERNAL ITEM ID: PUR-01952) Manufacturer D&L Foundry Part # D&L FOUNDRY MODEL #B-5024	Each	100	$ 166.31	$ 16,631.00				Disqualified due to not submitting bid-specific manufacturer brand and part. Vendor has told me the D&L price would be 175.00	$ 167.16	$ 16,716.00		$ 153.90	$ 15,389.90	Selected as lowest bid with required manufacturer brand and part, in summation with line 4.
6	CURB STOP: 1" (FIPT x CTS COMP); Q OR G ONLY; NO LEAD; (CIF INTERNAL ITEM ID: PUR-01848) Manufacturer MULLER; FORD; AY MCDONALD Part # A.Y. MCDONALD #76102; MUELLER #B-25172; FORD #B41-	Each	100	$ 91.10	$ 9,110.00		$ 89.10	$ 8,910.00		$ 90.03	$ 9,003.00		$ 91.83	$ 9,182.80	
7	STIFFENER, 1" CTS: STIFFENER INSERT FOR 1 INCH CTS BLUE POLYETHYLENE TUBING; MUST BE STAINLESS STEEL; MUST BE DIMPLED AND FLANGED TO RETAIN PLACEMENT IN SERVICE LINE; CIF INTERNAL ITEM ID: PUR-01801	Each	500	$ 1.76	$ 880.00		$ 2.04	$ 1,020.00		$ 2.05	$ 1,025.00		$ 1.73	$ 863.50	
8	STIFFENER, 2" CTS: STIFFENER INSERT FOR 2 INCH CTS BLUE POLYETHYLENE TUBING; MUST BE STAINLESS STEEL; MUST BE DIMPLED AND FLANGED TO RETAIN PLACEMENT IN SERVICE LINE; CIF INTERNAL ITEM ID: PUR-01802	Each	500	$ 2.40	$ 1,200.00		$ 2.81	$ 1,405.00		$ 2.82	$ 1,410.00		$ 2.36	$ 1,182.00	
9	TRACER WIRE: 12AWG COPPER WIRE IN BLUE SHEATH; 30 MIL HDPE; 282 LB BREAK STRENGTH; 500FT SPOOLS; COPPER MAY BE SOLID, STRANDED, OR CLAD; CIF INTERNAL ITEM ID: PUR-01967	Foot/Feet	25000	$ 0.09	$ 2,303.50		$ 0.21	$ 5,250.00		$ 0.16	$ 4,075.00		$ 0.22	$ 5,400.00	
10	1" CTS POLYETHYLENE TUBING; 200 PSI; SDR 9; 100 AND/OR 300 FOOT ROLLS ONLY; BLUE ONLY; (CIF INTERNAL ITEM ID: PUR-01888)	Foot/Feet	5000	$ 0.39	$ 1,950.00		$ 0.40	$ 2,000.00		$ 0.44	$ 2,200.00		$ 0.42	$ 2,105.00	
11	1.5" CTS POLYETHYLENE TUBING; 200 PSI; SDR 9; 100 AND/OR 300 FOOT ROLLS ONLY; BLUE ONLY; (CIF INTERNAL ITEM ID: PUR-01889)	Foot/Feet	3000	$ 0.85	$ 2,550.00		$ 0.90	$ 2,700.00		$ 0.90	$ 2,700.00		$ 0.84	$ 2,523.00	
12	2" CTS POLYETHYLENE TUBING; 200 PSI; SDR 9; 100 AND/OR 300 FOOT ROLLS ONLY; BLUE ONLY; (CIF INTERNAL ITEM ID: PUR-01891)	Foot/Feet	5000	$ 1.48	$ 7,400.00		$ 1.54	$ 7,700.00		$ 1.50	$ 7,500.00		$ 1.43	$ 7,165.00	
				SUM TOTAL:	$ 532,957.00		SUM TOTAL:	$ 425,250.00		SUM TOTAL:	$ 484,762.00		SUM TOTA	$ 534,810.15	

Memorandum

File #: 26-456 **City Council** RETURN TO AGENDA

DATE: Thursday, November 5, 2026
AGENDA: Consent
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
City Snow Removal Policy Update

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

Action(s) Requested:
Adopt the resolution to revise the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
The proposed resolution amends the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual. The policy has been updated to reflect minor changes to improve snow removal efficiency due to recent storm drainage upgrades on local streets in West Idaho Falls. Please see the attached map

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

26-456

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING A UNIFORM SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, snow and ice fall, creation, and accumulation are common events within the City annually; and

WHEREAS, the City desires to remove such snow or ice in a safe, economical, efficient, and predictable manner; and

WHEREAS, removal of such snow and/or ice is complicated, time consuming, and may interrupt with the normal traffic and parking activities; and

WHEREAS, the Council wishes to clarify the manner and timing of such snow and ice removal; and

WHEREAS, the Council has adopted an Ordinance that facilitates the adoption of a Snow and Ice Control Policies and Procedures Manual in order to regulate the timing and manner in which snow and ice would be removed from public streets within the City; and

WHEREAS, in order to implement the policies and procedures contained in the Ordinance the Council desires to revise this Snow and Ice Control Policies and Procedures Manual, attached to this Resolution.

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

1. The City Council hereby revises the Snow and Ice Control Policies and Procedures Manual attached to this Resolution as Exhibit "A".

ADOPTED and effective this_____day of November, 2026.

CITY OF IDAHO FALLS, IDAHO

_____
Lisa Burtenshaw, Mayor

ATTEST:

By_____
Linda Lundquist, City Clerk

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING A UNIFORM SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

_____
Linda Lundquist, City Clerk

(SEAL)

IDAHO FALLS
PUBLIC
WORKS

SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL



SNOW & ICE CONTROL
POLICIES AND PROCEDURES MANUAL

IDAHO FALLS PUBLIC WORKS
(Revised October ~~2025~~2026)

Table of Contents

I. INTRODUCTION 1

PURPOSE 1
OBJECTIVE 1
SCOPE 1

II. POLICIES 2

RESPONSIBILITY 2
TRAINING 2
WEATHER MONITORING 2
COMMENCEMENT OF OPERATIONS 2
PRIORITIES 2
DEVIATIONS FROM POLICY 3

III. OPERATIONS PLAN 3

EQUIPMENT RESOURCES 3
STAFFING 5
RESPONSE PLAN 5
ZONE A 6
ZONE A PARKING RESTRICTIONS AND PLOWING 6
CONTINUATION AND COMPLETION 7
PRE-STORM APPLICATION OF SALT BRINE 7
SALT AND SANDING 7
MATERIALS 7
SALT STORAGE 8
BRIDGES 8
CUL-DE-SACS 8
LOADING AND HAULING OF SNOW 8
PUBLIC RELATIONS 8
DISPATCHING REQUESTS FOR SERVICE 9

IV. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES 10

MINOR SNOW EVENT 10
AUTHORITY 10
ADDITIONAL RESOURCES NEEDED 10
PUBLIC INFORMATION 11
MODERATE SNOW EVENT 11
AUTHORITY 11
ADDITIONAL RESOURCES NEEDED 11
PUBLIC INFORMATION 12
HEAVY SNOW EVENT 12
AUTHORITY 12
ADDITIONAL RESOURCES NEEDED 13

PUBLIC INFORMATION *13*
SNOW EMERGENCY 13
AUTHORITY *14*
ADDITIONAL RESOURCES NEEDED *14*
PUBLIC INFORMATION *14*

V. PUBLIC INFORMATION 15

ON-STREET PARKING 15
SNOW BLOWING 15
CUL-DE-SACS 15
SIDEWALKS 15
RESIDENTIAL DRIVEWAYS 16
ALLEYWAYS 16
MAIL DELIVERY 16
BROKEN TREE LIMBS 17
PROPERTY DAMAGE CLAIMS 17
SAFETY TIPS 18

VI. APPENDICES 19

A. SNOW PRIORITY MAP 19
B. SNOW REMOVAL METHOD MAP 20
C. IDAHO TRANSPORTATION DEPARTMENT MAINTENANCE AGREEMENT 21

I. INTRODUCTION

PURPOSE

The purpose of this manual is to establish an acceptable policy and operational procedures for snow and ice control on public streets under the jurisdiction of the City of Idaho Falls. This policy provides a uniform understanding of the priorities and procedures used to combat accumulation of snow and ice on City streets.

OBJECTIVE

The objective of these policies and procedures is to provide adequate traction for vehicles properly equipped for winter driving conditions. Priority is given to streets which carry the largest traffic volume. Limited resources preclude service on lower priority streets until higher priority streets have been completed. It should be expected that during storms of high intensity or long duration and during non-regular working hours, drivers on lower priority streets will encounter snow-packed or icy conditions. Snow and ice control operations will continue during regular hours and/or until all streets have passable pavement or when plowing and sanding is no longer effective.

SCOPE

This policy applies only to public streets under the jurisdiction of Idaho Falls and agreements with Bonneville County and Idaho Transportation Department. The City has ~~over~~ ~~797~~approximately 802 lane miles of arterial, collector and residential streets that it maintains for snow removal.

Snow removal for some state highways is provided by the Idaho Transportation Department (ITD) and include US-20 and I-15 within city limits.

In order to provide for efficient snow removal services on urban streets, the City has entered into a cooperative maintenance agreement with the Idaho Transportation Department. Under this agreement, Idaho Falls is responsible for snow and ice control on Broadway, Yellowstone, Northgate Mile, Sunnyside Road and Holmes Avenue within City limits. The agreement is included within the appendices.

Snow removal from City-owned parking lots is provided by the Parks and Recreation Department or private contractors.

City ordinance assigns the responsibility of sidewalk snow removal to the adjacent property owner. *(Idaho Falls City Code Title 8 Chapter 10)*

II. POLICIES

RESPONSIBILITY

The responsibility for implementing the snow and ice control policy lies with the Street Superintendent, or his designee during off hours. The Public Works Director may choose to authorize the use of additional resources when conditions warrant.

TRAINING

Prior to the start of the snow season, the Street Division will conduct training for personnel that will be involved in snow control activities. The training will consist of classroom and hands-on equipment training, including the operation of sanders, snowplows, front-end loaders and other equipment as needed.

WEATHER MONITORING

Street Division supervisors will use the National Weather Service daily forecasts to monitor weather conditions and will schedule snowplow crews based on these forecasts.

COMMENCEMENT OF OPERATIONS

The Street Division will monitor conditions whenever there is potential of ice or snow conditions developing on City roadways. The Police Department also reports icy conditions to the Street Division after regular working hours. When snow or ice begins accumulating on the streets the Street Superintendent, or his designee during off hours, will authorize commencement of plowing and/or sanding operations as conditions warrant

PRIORITIES

A limited number of resources and the need to provide the greatest level of safety and benefit to the traveling public, in an efficient manner, necessitate that priority be given to certain heavily used streets above others more minor in nature. Therefore, streets with higher use have a higher priority for snow removal service. Minor streets which require proportionally more time for snow removal for the amount of traffic served have lower priority.

City streets have been divided into the following three snow removal priority categories:

PRIORITY 1: These are arterial and major collector streets, generally with a right-of- way width exceeding 60 feet and average daily traffic greater than 5,000 and includes approximately 237 lane miles.

PRIORITY 2: These are generally minor collector streets, typically with a pavement width of at least 43 feet. Included in this category are streets serving

emergency response facilities, schools and streets with hills and sharp curves where low traction may cause hazardous driving conditions and includes approximately 116 lane miles.

PRIORITY 3: All other streets not designated as either Priority 1 or 2 streets, split into Zone A and B, and includes approximately ~~444~~ 449 lane miles.

Street priority snow removal maps are included in the appendix and are available for review on the City's website.

DEVIATIONS FROM POLICY

Deviations from standard policies and procedures may occur due to unusual or extraordinary circumstances. Every winter storm has unique characteristics such as storm intensity, duration, wind, temperature and moisture content that influence the methodology used in response to each storm.

Deviations and exceptions from the general priorities and procedures may be made when, in the judgment of the responsible authority, such deviations will best support meeting established objectives and ensuring public safety.

III. OPERATIONS PLAN

EQUIPMENT RESOURCES

The Street Division has a variety of equipment to utilize in snow removal activities. Equipment includes eight (8) ~~large snowplows~~dump trucks with plows three (3) equipped with spreaders, six (6) pickup trucks with plows, four (4) V-box spreader trucks three (3) equipped with plows, three (3) brine trucks two (2) equipped with plows, two (2) snow loaders, four (4) front-end loaders two (2) equipped with plows one (1) equipped with a snowblower attachment, one (1) ice breaker loader attachment, two (2) backhoes one (1) equipped with a plow, and four (4) motor graders equipped with gates that can be used in snow and ice removal. Whenever plows are active, Fleet Maintenance personnel are called in to support the operation and to make necessary mechanical repairs.

The Street Division also utilizes equipment from other Divisions to assist with snow removal activities. This equipment includes ~~two (2)~~four (4) ~~large snowplows~~dump trucks with plows, four (4) backhoes, one (1) front-end loader and eight (8) pickup trucks with plows.

IDAHO FALLS STREET DIVISION SNOW REMOVAL EQUIPMENT

Quantity	Type	Equipped with Snowplow	Equipped with Spreader
8	Dump Truck	Yes	3
2	Loader	Yes	
2	Loaders		
1	Ice Breaker Attachment		
2	Snow Loaders		
1	Snowblower Attachment		
4	Graders		
1	Backhoe	Yes	
1	Backhoe		
1	Flusher/V-box	Yes	Yes
1	Flusher/V-box		Yes
2	Single Axle V-box	Yes	Yes
6	Pickups	Yes	
1	Single Axle Brine Trucks		
2	Single Axle Brine Truck	Yes	
24	10-WheelersDump Truck from other Divisions	Yes	
4	Backhoes from other Divisions		
1	Loader from other Divisions		
8	Pickups from other Divisions	Yes	

STAFFING

There are 24 employees who work full time for the Street Division. These employees include 21 operators and a foreman that operate plows, sanders, graders, backhoes, snow loaders and front-end loaders for snow removal. The Street Division Superintendent and Admin Assistant support snow removal operations by logging and dispatching service requests. The City's Public Information Officers are also utilized during snow removal operations to communicate information to the public and media.

STREET DIVISION SNOW REMOVAL SHIFTS

Schedule	Shifts	Number of Employees
Normal Daily Schedule* Monday through Friday	Day Shift: 8:00 a.m. to 4:30 p.m.	20 Employees
	Swing Shift: 4:00 p.m. to 12:00 a.m.	2 Employees
	Night Shift: 12:00 a.m. to 8:00 a.m.	2 Employees
Snow Schedule* 24 hours / 7 days per week	Shift 1: 8:00 a.m. to 8:00 p.m.	11 Employees
	Shift 2: 8:00 p.m. to 8:00 a.m.	11 Employees
Office Staff	8:00 a.m. to 4:30 p.m. ~~afterhours~~after hours as needed	2 Employees

***Due to the nature of snow and ice control activities, Street Division supervisors will change schedules as needed to complete snow and ice control activities.**

RESPONSE PLAN

When weather forecasts indicate a pending storm is anticipated to deposit snow within the City, the Street Division will begin applying salt-brine to Priority 1 and 2 streets to aid in ice and snow control.

Priority 1 streets are the first streets that receive plowing and salting. Once Priority 1 streets are deemed safe for travel during or after a snow event, snow removal operations shift to Priority 2 streets. Once Priority 2 streets have been addressed focus is shifted to Priority 3 streets that are completed during normal daily schedule hours. If there is a snow accumulation of more than **four (4) inches** on the road, plows will continue snow

removal activities on Priority 3 streets during off hours. If during snow removal operations on lower priority streets, conditions deteriorate on Priority 1 or 2 streets, focus will be shifted back to these higher priority streets as necessitated by the snow event.

ZONE A

Zone A is the Priority 3 area within the City bounded by and including the following streets:

Starting at the corner of East 1st Street and Holmes Avenue; thence running south along Holmes Avenue to East 17th Street; thence running west along 17th Street and along Pancheri Drive to the Snake River; thence running north along the east bank of the Snake River to West Elva Street; thence running east along Elva Street to the railroad tracks; thence running south along the railroad tracks to East 1st Street; thence running east along 1st Street to the point of beginning (excluding the Downtown Area, Nighttime Snow Removal Streets, and any Priority 1 or 2 street within such area).

ZONE A PARKING RESTRICTIONS AND PLOWING

Due to the narrowness and abundance of on-street parking Zone A is completed in a two-day period with north-south street and east-west streets plowed on alternating days.

North-south streets are considered any street running in a direction within 10 degrees of true north (e.g., Water Ave., Alice Ave., Cottage Place, Lee Ave., Sage Ave.)

East-west streets are considered any street running in a direction within 10 degrees of true east and west (e.g., 2nd Street, L Street, Maple Street)

Parking restrictions for Zone A are as follows:

North-South Streets. Beginning at a Snow Event, no parking from eight o'clock (8:00) a.m. local time until five o'clock (5:00) p.m. local time on any even calendar day of the month (e.g., two, four, six, eight, …) or until snow removal activities are determined by the Street Superintendent to be completed for the Snow Event.

East-West Streets. Beginning at a Snow Event, no parking from eight o'clock (8:00) a.m. local time until five o'clock (5:00) p.m. local time on any odd calendar day of the month (e.g. one, three, five, seven, …) or until snow removal activities are determined by the Street Superintendent to be completed for the Snow Event.

Due to the narrowness of Zone A streets vehicles parked in violation of these restrictions will be relocated to the nearest opposing direction street (e.g. vehicle relocated from an East-West street to a North-South street or vise-versa). Every effort will be made to give a minimum of 24-hour notice to Zone A residents of these restrictions.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate will be used to notify Zone A residents.

CONTINUATION AND COMPLETION

Although no snow event is exactly the same, it usually takes 12-24 hours AFTER the snow stops falling to plow and salt Priority 1 and 2 streets.

Residential streets generally take an additional 48 hours to plow, assuming there are no interruptions to move back to Priority 1 or 2 streets.

During major storms, traffic on low-priority streets usually causes the snow to become packed or icy, before it can be plowed. In this case it may take days or even weeks to remove the packed snow and ice from these streets. When snow has become compacted on low-priority streets and plowing is ineffective due to low ambient temperatures, nighttime sanding and plowing operations may be discontinued until normal working hours and the normal duty schedule is resumed.

PRE-STORM APPLICATION OF SALT BRINE

The Street Division will begin applying salt-brine to Priority 1 and 2 streets to aid in snow removal when weather forecasts indicate a pending storm is anticipated to deposit snow within the City. This application can generally be completed within 16 hours utilizing three (3) truck mounted applicators. This application helps prevent the bonding of snow and ice to the road surface on these higher priority streets.

SALT AND SANDING

Salting is generally completed in conjunction with plowing in conformance with the priority road response system. Sanding alone is conducted when roads are icy, or plowing is ineffective on snow-packed roads and in residential areas.

Once operations have begun, salting will continue until the priority streets have had traction restored. Depending on the weather conditions, arterial and collector streets may receive multiple applications along with other high use intersections or streets with inclines.

MATERIALS

For salting operations, salt will be used in different amounts, depending on pavement/air temperature and the amount of precipitation. For sanding operations generally, a mixture consisting of four (4) parts sand to one (1) part salt is used to prevent the sand from clumping and/or freezing.

SALT STORAGE

The salt storage facility at 2575 Hemmert Avenue has a capacity of approximately 2,000 tons. Orders for salt delivery are regularly made to keep the storage facility at capacity.

BRIDGES

The Street Division is responsible for the maintenance of ~~55~~ 56 bridges within City limits. Bridges often become icy before the adjacent streets because the ambient air temperature is lower beneath the bridges than the ground temperature beneath the pavement. Bridges are monitored for icy conditions by Street Division personnel during normal working hours and after-hours by the Police Department.

Salt brine is usually applied to bridge decks on Priority 1 and 2 streets before a snow or ice event to prevent the snow and ice from bonding to the bridge deck. If ice is present, salt or a salt and sand mixture may be spread to increase traction and melt ice.

CUL-DE-SACS

In an effort to become more efficient, crews will make one (1) to two (2) passes around the perimeter of the cul-de-sac with a snowplow, pushing the snow to the middle of the cul-de-sac. Snow will be removed from the cul-de-sac at a later date by Street Division employees during the normal daily schedule. This is a low priority activity that is generally the last activity to be completed after every snow event.

LOADING AND HAULING OF SNOW

Loading and hauling snow from City streets is the most expensive and time-consuming snow removal activity undertaken by the Street Division. This practice is minimized to the maximum extent possible and will only be implemented when there are no other alternatives to keep streets open, to maintain access to adjacent properties or other extenuating circumstances. A map depicting the method of snow removal is included within the appendices. This map will be reviewed and updated on an annual basis.

PUBLIC RELATIONS

Providing information to the public is a vital part of the snow removal process. Residents need to know how they can help facilitate snow removal and what to expect in terms of a response by the Street Division to winter storms. Messages sent to the public can range

from simple requests to remove parked vehicles from the street to notification of street closures, or other severe conditions.

Prior to snow season each year, the City will convey information regarding how to sign up for notifications, where to find information, parking restrictions, sidewalk snow removal requirements, prohibitions against throwing or blowing snow on to City streets and snow removal priorities.

During storms, the Street Division office will be staffed appropriately to manage requests for service according to storm intensity.

The Street Division will work closely with the City's Public Information Officers to convey information regarding snow removal activities as needed and to request resident compliance with snow removal parking restrictions.

To sign up for notifications for snow removal parking restrictions text snowIF to 38276 or go to www.idahofalls.gov, click on the blue SIGN UP button, and follow the instructions.

DISPATCHING REQUESTS FOR SERVICE

Since snowplow operators are already trained to follow priorities established by policies and procedures contained herein, it is inefficient to respond to individual concerns before allowing operators to respond in accordance with existing policies.

Telephone operators will log requests for service and periodically forward these logs to snow removal supervisors for review and potential action. Supervisors will use these logs to direct operators to areas of concern, after they have achieved the goals established within existing snow removal policies.

Supervisors will be notified immediately of hazardous conditions or new snow accumulation on higher priority streets, roadways impacted by drifting snow or other emergency conditions.

IV. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES

The following procedures describe implementation of the Operations Plan for various storm intensities. These procedures are intended as an aid to supervisors and management staff to ensure essential actions are taken. Variations to these procedures may be made by the Street Superintendent, or his designate, to best meet the demands of changing storm events. These procedures will also help provide residents with a better understanding of how the City manages snow removal.

MINOR SNOW EVENT

A minor snow event is generally defined as two to four (2-4) inches of accumulation of snow within the roadway

Resources will be committed to Priority 1 streets first. No additional resources will be brought in for lower-priority roads. Only after Priority 1 streets are cleared will available resources be shifted to Priority 2 streets. Similarly, the same resources will be used to serve Priority 3 streets only after goals have been met on Priority 1 and 2 streets.

Priority 1 **- Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Regular hours only. Generally cleared within 72 hours after the end of the storm.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew to operate snowplows and sanders

- 12-14 contractor supplied trucks for snow removal
- 4-6 contractor supplied graders

PUBLIC INFORMATION

Requests for service will be handled by the Street Division Admin Assistant.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

MODERATE SNOW EVENT

A moderate snow event is generally defined as four to eight (4 - 8) inches of accumulation of snow within the roadway.

Resources will be committed to Priority 1 streets first. Only after Priority 1 streets are cleared will available resources be shifted to Priority 2 streets. Similarly, the same resources will be used to serve Priority 3 streets, only after needs have been met on Priority 1 and 2 streets.

Priority 1 **- Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm

Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are complete. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders

- 12-14 contractor supplied trucks for snow removal
- 4-6 contracted graders
- Additional contracted operators & equipment (graders, plows, etc.) may be used

PUBLIC INFORMATION

Requests for service will be handled by the Street Division Admin Assistant.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

HEAVY SNOW EVENT

A heavy snow event is generally defined as eight to twelve (8 -12) inches of accumulation of snow within the roadway.

Street Division resources will be committed to Priority 1 streets first. Additional resources, as described below, will be brought in to clear lower-priority roads. Only after Priority 1 streets are cleared, will all resources be shifted to Priority 2 streets. All resources will be used to serve Priority 3 Streets only after needs have been met on Priority 1 and 2 streets.

> Priority 1 **- Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.
>
> Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.
>
> Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

During major storms, traffic on low-priority streets usually causes the snow to become packed or icy, before it can be plowed. In these cases, it may take days or even weeks to remove the packed snow and ice from these streets.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders
- Additional employee from Sanitation Division to assist Street Division with calls as needed
- 12-14 contractor supplied trucks for snow removal
- 4-6 contracted graders
- Additional contracted operators & snow removal equipment as required

PUBLIC INFORMATION

Requests for service will be handled by the Street and Sanitation Division Admin Assistants.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

SNOW EMERGENCY

A snow emergency is generally defined as more than twelve (12) inches of snow within the roadway.

Resources will be committed to Priority 1 streets first. Additional resources, as described below, will be brought in to clear lower-priority roads. Only after Priority 1 streets are cleared, will all resources be shifted to Priority 2 streets. All resources will be used to serve Priority 3 streets only after needs have been met on Priority 1 and 2 streets.

Priority 1 **- Arterial and Major Collector Streets: Twenty-four** hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources. The Public Works Director authorizes additional resources from within the Department and coordinates press releases and other public information updates through the City's Public Information Officers. The Public Works Director may also seek assistance from other Departments within the City to provide additional labor to meet the conditions.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders
- Additional employee from Sanitation Division to assist Street Division with calls
- 12-14 contractor supplied trucks for snow removal
- 4-6 contracted graders
- Additional contracted operators & snow removal equipment as required

PUBLIC INFORMATION

Requests for service will be handled by the Street and Sanitation Division Admin Assistants.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

V. PUBLIC INFORMATION

ON-STREET PARKING

It is dangerous and difficult to plow narrow streets that are congested with parked vehicles. Plowing around parked cars limits the effectiveness of snow removal activities. Some narrow streets may not be plowed if equipment cannot safely drive down them. The most helpful thing residents can do to facilitate snow removal is to move vehicles off the street and encourage their neighbors to do the same.

To facilitate snow removal, City ordinance prohibits on-street parking whenever there is a qualifying Snow Event. A Snow Event is an occurrence in which more than two (2) inches of snow accumulates on the roadway as determined by the City and as posted on the City's official website (www.idahofalls.gov). Any vehicles parked on streets within Idaho Falls during a Snow Event will be subject to ticketing, relocation, and towing in accordance with snow removal parking restrictions. Visit the City website for updates and more information *(Idaho Falls City Code Title 9 Chapter 5)*

SNOW BLOWING

Blowing, throwing or pushing snow from driveways and walks into the street creates additional work for snowplow operators and may create significant traffic hazards. Some businesses and residents have pushed large piles of snow into the street, hoping it would melt quickly. The snow pile is a hazard itself, but the ice created when the melting snow refreezes can make the situation even more dangerous. Move snow onto landscaped areas in the yard or parking lot. City Code prohibits placing snow upon any public street, sidewalk, easement, right-of-way, or public way, alleyway or sidewalk. *(Idaho Falls City Code Title 8 Chapter 10)*

CUL-DE-SACS

There are approximately ~~478~~ 484 cul-de-sacs in Idaho Falls. It takes considerably longer to clear snow from cul-de-sacs than other "uninterrupted" stretches of City streets. Because of the high cost-to-benefit ratio, cul-de-sacs and dead-end streets have the lowest priority for snow removal. Cul-de-sacs will be plowed, but it will likely be several days after a major storm ends before snow is removed from the middle of cul-de-sac.

SIDEWALKS

Snowplow operators try to avoid placing snow on sidewalks, but in some instances this may not be possible. The adjacent property owner is responsible to keep sidewalks clear.

WHAT CAN I DO IF I AM ELDERLY AND/OR DISABLED AND CAN'T SHOVEL SNOW FROM MY SIDEWALK?

The City does not have the resources to provide snow removal from sidewalks. Please plan to make arrangements with a relative, friend or neighbor for help. If you, your business, organization, family or other volunteer group would like to assist with sidewalk snow removal in our community, we would recommend starting a snow removal volunteer project through www.justserve.org. Once a project is created, those who need assistance can go to this website to find assistance.

RESIDENTIAL DRIVEWAYS

One of the most frequent concerns in the removal of snow from public streets is snow being deposited at the approach to residential driveways during plowing operations. As plows travel along streets, the snow accumulated on the plow blade has no place to go but on to the adjacent street landscaping areas and in driveways. The more snow that has fallen, the greater the problem encountered. As a service to the residents of Idaho Falls, an approximate 10-foot-wide section will be opened by City crews at the driveway approach to allow access from the driveway to the street in case of an emergency. A small windrow of snow may still remain as the volume of snow may spill out past the gate on the equipment.

Residents can help this situation by piling snow they have shoveled from their driveways on to the right side facing the street, instead of placing it on both sides at the end of the driveway. By doing so operators can avoid carrying piles from the "upstream" portion of the street back across driveways.

ALLEYWAYS

Alleyways are plowed on an as needed basis by the Sanitation Division for sanitation vehicles only.

MAIL DELIVERY

City snow removal operators make every effort to remove snow as close to the curb as practical and to provide access to mailboxes for postal carriers. However, it is not always possible to provide ideal conditions and not damage mailboxes with the size and type of equipment the City operates. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident.

If there is an accumulation of snow blocking your mailbox, either remove the snow or set out a temporary box, bucket, plastic tub or garbage receptacle that can be reached by your letter carrier and label it with your address and the words "U.S. Mail."

BROKEN TREE LIMBS

During heavy storms, tree limbs may be broken. Please call (208) 612-8490 to report limbs blocking traffic.

Broken limbs outside the roadway are the responsibility of the tree owner. Limbs can be cut and bundled for bulky waste pickup or taken to the Bonneville County Hatch Pit. Call the Sanitation Division to schedule pickup at
(208) 612-8491. Branches and limbs must be tied in bundles less than four (4) feet in length and not more than 50 pounds in weight per bundle.

PROPERTY DAMAGE CLAIMS

Incidents involving contact between City equipment and private property typically occur within the public right-of-way. Although the public right-of-way is maintained by the adjacent property owner, there are times when the right-of-way is the only available space to store excess snow removed from the roads. A City right-of-way is an easement which is a privilege or a right, distinct from ownership. It is commonly defined as roadways and alleys however sidewalks, curbs and gutters, landscaping and parking strips, and driveway approaches are included in public rights-of-way. Those areas may be necessary to serve as excess snow storage, therefore, actions taken by operators can occasionally result in property damage, particularly during blizzard conditions or night-time snow plowing.

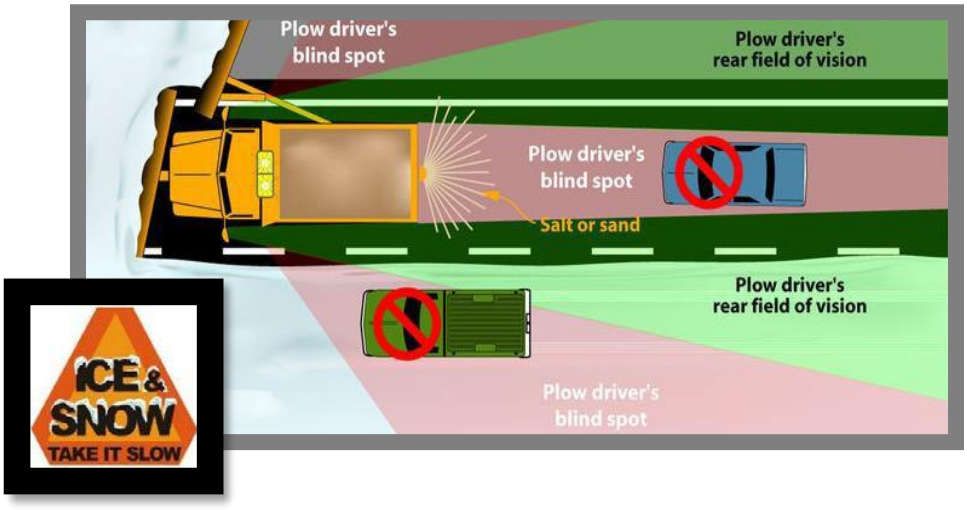
In the event of damage to private property during snow removal, the property owner should file a claim with the City Clerk's Office by calling (208) 612-8415 or a claim form can be printed off from the City of Idaho Falls website: *idahofalls.gov*. It can then be filled out, and returned to the City Clerk's Office in person, by mail, fax or e-mail. The claim will then be reviewed to determine if the damage was a result of impact with a plow blade or other piece of equipment. It should be noted that mailboxes should be constructed solidly to withstand the force of snow rolling off a plow.

The weight of accumulating snow may cause damage to structures. Such damage is the responsibility of the resident and their insurance company.

City of Idaho Falls Clerk's Office
Physical Address: 308 Constitution Way Idaho Falls ID, 83402
Mailing Address: P.O. Box 50220 Idaho Falls, ID 83405
E-mail: ifclerk@idahofalls.gov
Phone: (208) 612-8415
Fax: (208) 612-8560

SAFETY TIPS

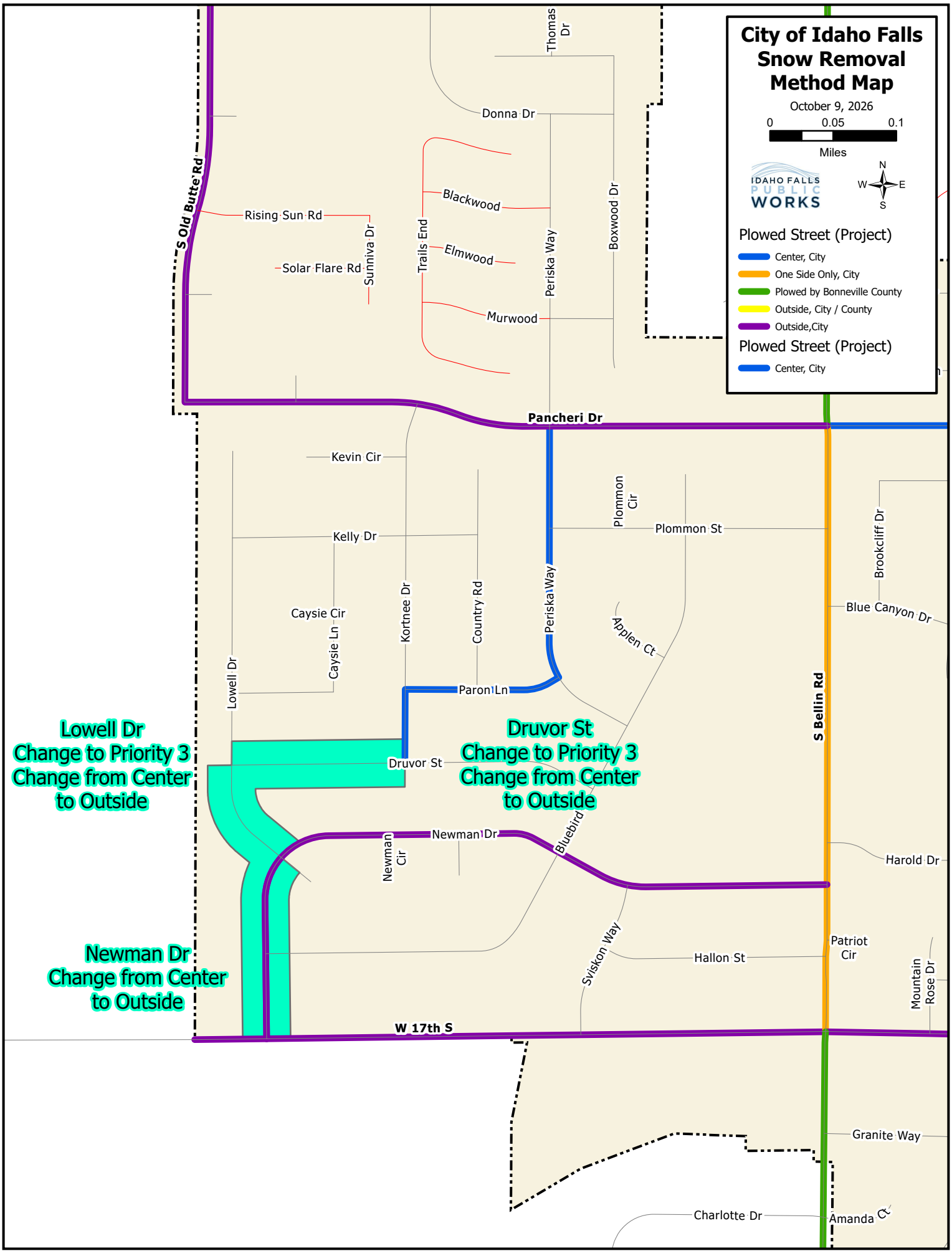
- When trucks are plowing snow and spreading sanding material, stay back from the vehicle 100 feet to avoid problems.
- Plow trucks often have to back up. There are blind spots in the mirrors. For your safety, do not pull up directly behind them. They may not be able to see you.
- When cleaning driveways or parking lots, do not put snow in the street. This can cause problems for other motorists.
- Plow trucks generally push snow to the passenger side of the truck (right side when looking at it from the rear). Never attempt to pass a truck on the right since there can be much more snow on that side of the vehicle.






City of Idaho Falls
Snow Priority Map
October 9, 2026
0 0.05 0.1
Miles
IDAHO FALLS PUBLIC WORKS
N
W E
S
Public Street
Private Street
Plowed Street
Priority 1
Priority 2
Thomas Dr
Donna Dr
S Old Butte Rd
Rising Sun Rd
Sunniva Dr
Solar Flare Rd
Trails End
Blackwood
Elmwood
Murwood
Periska Way
Boxwood Dr
Brandon Dr
Pancheri Dr
Kevin Cir
Kelly Dr
Caysie Cir
Caysie Ln
Kortnee Dr
Country Rd
Periska Way
Plommon Cir
Plommon St
Applen Ct
Brookcliff Dr
Blue Canyon Dr
Lowell Dr
Paron Ln
Druvor St
S Bellin Rd
Bluebird
Newman Dr
Newman Cir
Harold Dr
Sviskon Way
Hallon St
Patriot Cir
Mountain Rose Dr
W 17th S
Granite Way
Charlotte Dr
Amanda Ct
Lowell Dr
Change to Priority 3
Change from Center
to Outside
Druvor St
Change to Priority 3
Change from Center
to Outside
Newman Dr
Change from Center
to Outside

B. Snow Removal Method Map



Cooperative Agreement
For Maintenance Of State Highway I-15, I-15B, US 20, US 20B, US 26, & US 91

THIS AGREEMENT, made and executed in duplicate this 26 day of January, 2023, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereinafter called the "State," and the CITY OF IDAHO FALLS, hereinafter referred to as the "City."

WITNESSETH:

1. RECITALS

The parties desire to provide for the maintenance of state highway routes within the City as provided in ***Idaho Code, Section 40-310(5)***, and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

2. AGREEMENT

This agreement shall supersede previous Cooperative Maintenance Agreements. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13, 17, and 17-a hereof or as aid sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

3. MAINTENANCE DEFINED

Maintenance is defined as follows:

a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.

c. The general utility services such as roadside planting and vegetation control.

d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.

e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

4. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City

or in connection with any work, authority or jurisdiction delegated to the City under this Agreement for Maintenance. The City, its officers, agents, servants, or employees, shall not be responsible for any damage or liability arising in connection with work to be performed by the State which is not otherwise delegated to the City.

6. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

7. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

8. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 7, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

9. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

10. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

11. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

12. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

13. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other

ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. **Roadway**

(1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.

(2) Crack Sealing: The cleaning, filling, and sealing of cracks in pavement with sealing compounds.

(3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.

(4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.

(5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.

(6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.

(7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. **Bridges**

Shall be inspected in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to AASHTO H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's district engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges.

c. **Improved Roadsides**

(1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.

(2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.

(3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.

(4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.

(5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

d. **Unimproved Roadsides**

(1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.

(2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed, and hazardous limbs pruned, waterways shall be kept free of debris.

e. **Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits of the Interstate Highway System shall be the responsibility of the State.

(1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.

(2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.

(3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.

(4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.

(5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.

(6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles, or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.

(7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.

(8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

14. ENCROACHMENT PERMITS

If the State delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 17 and/or 17-a of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have

adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by the State and the City will furnish a copy of each permit to the State. The City agrees to follow current policies of the State regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of the State shall be secured before any permit is issued for the original installation of any utility line, driveway, or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current State policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or State shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or State for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
   - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
   - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.

b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.

c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

   They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.

e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

   It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28.*

f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:

- Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.
- Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
- Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
- Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
- Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

15. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

16. ROUTE DESCRIPTION

Route No.	Milepost	Length Miles	Description of Routing
1. **I-15 BUS.** **001380**	2.732 to 6.315	3.583	S Yellowstone Ave from SCL to Broadway
US-26 **002240**	333.044 to 335.779	2.735	N Yellowstone Hwy/Northgate Mile from Broadway to NCL
2. **I-15 BUS.** **001380**	6.315 to 7.230	0.915	Broadway from N Yellowstone Ave to ramps on I-15
US-20 **002070**	305.026 to 306.900	1.874	Broadway from WCL to SB on and off ramps I-15
3. **I-15** **001330**	115.988 to 120.908	4.920	I-15 from SCL to NCL includes John Hole Interchange Structure
4. **US-20** **002070**	307.45 to 308.705	1.255	US-20 from N Saturn Ave to NCL
5. US-20 BUS. West. 002073	2.270 to 3.715	1.445	N Holmes Ave from Northgate Mile to centerline US-20
US-20 BUS. **004140**	1.430 to 1.478	0.048	N 5th E from centerline US-20 to WB on and off ramps

6. **I-15 BUS. 030881** 103.821 to 105.403 1.582 W Sunnyside Rd from I-15 to S Yellowstone Ave

17. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

Maintenance Function	**Agency to Perform Work**				
ROADWAY	Route No. 1	Route No. 2	Route No. 3	Route No. 4	Route No.
1. Surface Repair	S	S	S	S	
2. Crack Sealing	S	S	S	S	
3. Sweeping and Cleaning	C	C	S	S	
4. Snow Removal	C	C	S	S	
5. Utilities	C	C	S	C	
6. Culverts	C	C	S	S	
7. Storm Sewers	C	C	S	C	
BRIDGES					
1. Main Structure	S	S	S	S	
2. Pedestrian Walks	C-3	C-3	C-3	C-3	
3. Railings	S	S	S	S	
IMPROVED ROADSIDES					
1. Curbs	C	C	S	S	
2. Sidewalk	C	C	N/A	C	
3. Lawn or Grass Areas	C	C	C	C	
4. Trees and Planting	C	C	C	C	
5. Medians	C	C	S	S	
6. Benches and Planters	C	C	C	C	
UNIMPROVED ROADSIDES					
1. Ditching	S	S	S	S	

2. Cleaning	S	S	S	S	
3. Weed Eradication	S	S	S	S	
TRAFFIC CONTROL DEVICES					
1. Route Guide Signs	S	S	S	S	
2. Other Guide Signs	C	C	S	S	
3. Warning Signs	S	S	S	S	
4. Speed Signs	S	S	S	S	
5. Other Regulatory Signs	S-5, 9	S-5, 9	S	S	
6. Highway Lighting	C-1	C-1	S-1	C-1	
7. Lane-Line Markings	S	S	S	S	
Other Pavement Markings					
1. Parking Space Limits	C	N/A	N/A	N/A	
2. Crosswalks	S-7	S-7	N/A	S-7	
3. Stop Bars	S-6	S-6	S-6	S-6	
4. School Crossing	S	S	N/A	S	
5. Railroad Crossing	S	S	N/A	N/A	
6. Lane Control	S	S	S	S	
ISSUE PERMIT ENCROACHMENTS	S-4	S-4	S	S	
ISSUE PERMITS TRANSPORTATION	S	S	S	S	

Maintenance Function	**Agency to Perform Work**				
ROADWAY	Route No. 5	Route No. 6	Route No.	Route No.	Route No.
1. Surface Repair	S	S			
2. Crack Sealing	S	S			
3. Sweeping and Cleaning	C	C			
4. Snow Removal	C	C			
5. Utilities	C	C			

6. Culverts	C	C			
7. Storm Sewers	C	C			
BRIDGES					
1. Main Structure	S	S			
2. Pedestrian Walks	C-3	C-3			
3. Railings	S	S			
IMPROVED ROADSIDES					
1. Curbs	C	C			
2. Sidewalk	C	C-2			
3. Lawn or Grass Areas	C	C			
4. Trees and Planting	C	C			
5. Medians	C	C			
6. Benches and Planters	C	C			
UNIMPROVED ROADSIDES					
1. Ditching	S	S			
2. Cleaning	S	S			
3. Weed Eradication	S	S			
TRAFFIC CONTROL DEVICES					
1. Route Guide Signs	S	S			
2. Other Guide Signs	C	C			
3. Warning Signs	C	C			
4. Speed Signs	S	S			
5. Other Regulatory Signs	C-5, 9	C-5, 9			
6. Highway Lighting	C-1.8	C-1			
7. Lane-Line Markings	S	S			
Other Pavement Markings					
1. Parking Space Limits	C	C			
2. Crosswalks	S-7	S-7			

3. Stop Bars	S-6	S-6			
4. School Crossing	S	N/A			
5. Railroad Crossing	N/A	C			
6. Lane Control	S	S			
ISSUE PERMIT ENCROACHMENTS	S-4	S			
ISSUE PERMITS TRANSPOTATION	S	S			

- **DELEGATION OF MAINTENANCE CONTINUED:**

1. Illumination maintenance to be addressed in the City/State Traffic Signal & Roadway Illumination Maintenance Agreement.
2. Includes Bike path from Snake River west.
3. Except Structural Repair, non surface repair as they are the responsibility of the State.
4. City needs copy of permit.
5. Through traffic control – side street lane control by City.
6. Side street stop bars by City.
7. City to maintain side street crosswalk and stop bars.
8. Except IC-310 Ramps.
9. State to maintain street name and lane control signs on all traffic signals.

18. **DELEGATION OF COSTS**

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

19. **SUBSEQUENT IMPROVEMENTS**

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

20. **TERM OF AGREEMENT**

This agreement shall become effective January 26, 2023 and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended upon the mutual consent of the parties thereto.

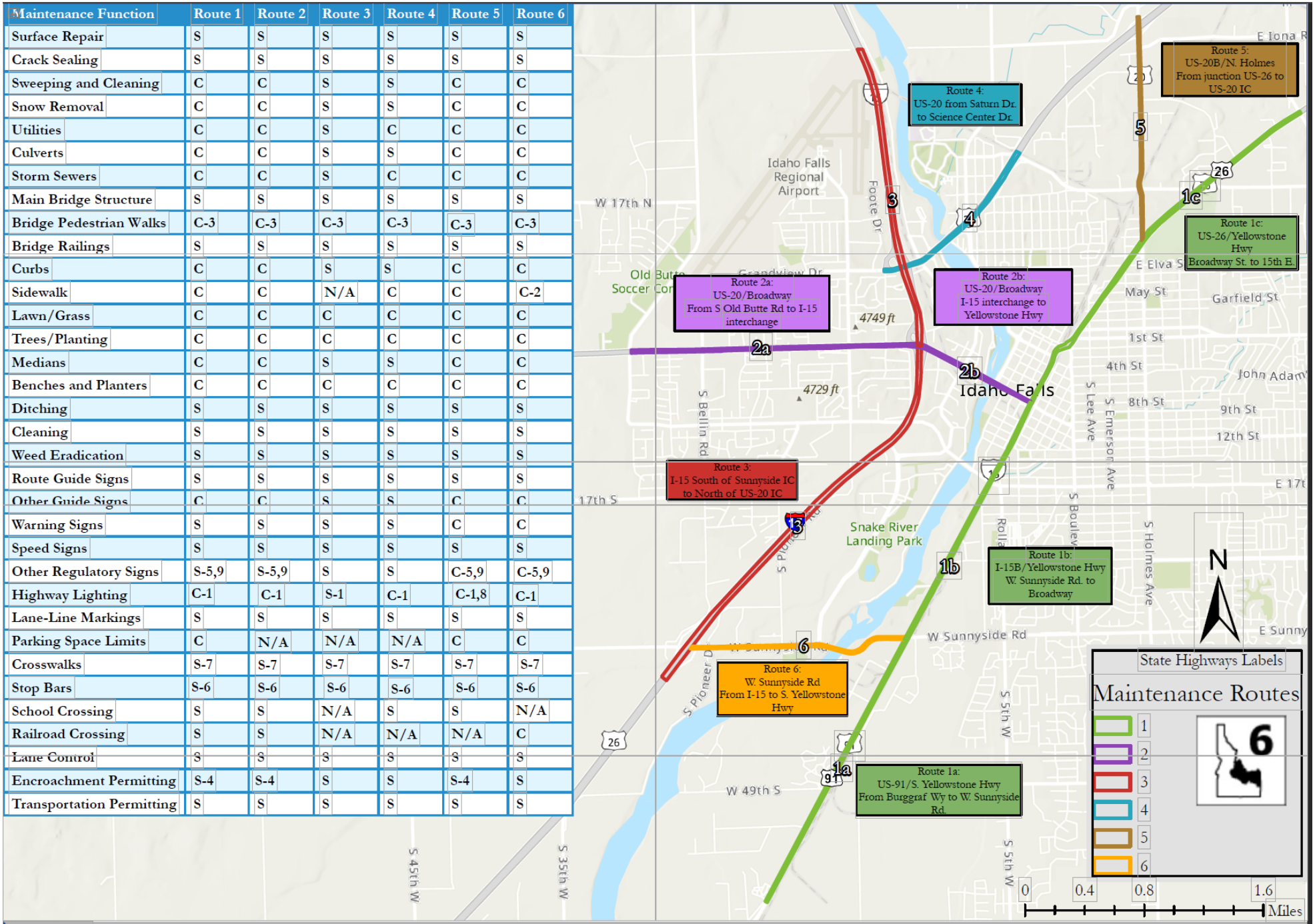
The agreement as above may be terminated at any time upon 30 days' written notice by either party thereof to the other.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ITD Recommendation and Approval
District Engineer's Signature
Maintenance Supervisor's Signature
Highway Operations Manager's Signature

City/County
City/County Name: City of Idaho Falls
Mayor/Commissioner's Signature
City/County Clerk's Signature

Maintenance Function	Route 1	Route 2	Route 3	Route 4	Route 5	Route 6
Surface Repair	S	S	S	S	S	S
Crack Sealing	S	S	S	S	S	S
Sweeping and Cleaning	C	C	S	S	C	C
Snow Removal	C	C	S	S	C	C
Utilities	C	C	S	C	C	C
Culverts	C	C	S	S	C	C
Storm Sewers	C	C	S	C	C	C
Main Bridge Structure	S	S	S	S	S	S
Bridge Pedestrian Walks	C-3	C-3	C-3	C-3	C-3	C-3
Bridge Railings	S	S	S	S	S	S
Curbs	C	C	S	S	C	C
Sidewalk	C	C	N/A	C	C	C-2
Lawn/Grass	C	C	C	C	C	C
Trees/Planting	C	C	C	C	C	C
Medians	C	C	S	S	C	C
Benches and Planters	C	C	C	C	C	C
Ditching	S	S	S	S	S	S
Cleaning	S	S	S	S	S	S
Weed Eradication	S	S	S	S	S	S
Route Guide Signs	S	S	S	S	S	S
Other Guide Signs	C	C	S	S	C	C
Warning Signs	S	S	S	S	C	C
Speed Signs	S	S	S	S	S	S
Other Regulatory Signs	S-5,9	S-5,9	S	S	C-5,9	C-5,9
Highway Lighting	C-1	C-1	S-1	C-1	C-1,8	C-1
Lane-Line Markings	S	S	S	S	S	S
Parking Space Limits	C	N/A	N/A	N/A	C	C
Crosswalks	S-7	S-7	S-7	S-7	S-7	S-7
Stop Bars	S-6	S-6	S-6	S-6	S-6	S-6
School Crossing	S	S	N/A	S	S	N/A
Railroad Crossing	S	S	N/A	N/A	N/A	C
Lane Control	S	S	S	S	S	S
Encroachment Permitting	S-4	S-4	S	S	S-4	S
Transportation Permitting	S	S	S	S	S	S



BonnevilleGIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, ITD, Esri, NASA, NGA, USGS, FEMA

IDAHO FALLS
PUBLIC
WORKS

SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL



SNOW & ICE CONTROL
POLICIES AND PROCEDURES MANUAL

IDAHO FALLS PUBLIC WORKS
(Revised October 2026)

Table of Contents

I. INTRODUCTION 1

PURPOSE 1
OBJECTIVE 1
SCOPE 1

II. POLICIES 2

RESPONSIBILITY 2
TRAINING 2
WEATHER MONITORING 2
COMMENCEMENT OF OPERATIONS 2
PRIORITIES 2
DEVIATIONS FROM POLICY 3

III. OPERATIONS PLAN 3

EQUIPMENT RESOURCES 3
STAFFING 5
RESPONSE PLAN 5
ZONE A 6
ZONE A PARKING RESTRICTIONS AND PLOWING 6
CONTINUATION AND COMPLETION 7
PRE-STORM APPLICATION OF SALT BRINE 7
SALT AND SANDING 7
MATERIALS 7
SALT STORAGE 8
BRIDGES 8
CUL-DE-SACS 8
LOADING AND HAULING OF SNOW 8
PUBLIC RELATIONS 8
DISPATCHING REQUESTS FOR SERVICE 9

IV. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES 10

MINOR SNOW EVENT 10
AUTHORITY 10
ADDITIONAL RESOURCES NEEDED 10
PUBLIC INFORMATION 11
MODERATE SNOW EVENT 11
AUTHORITY 11
ADDITIONAL RESOURCES NEEDED 11
PUBLIC INFORMATION 12
HEAVY SNOW EVENT 12
AUTHORITY 12
ADDITIONAL RESOURCES NEEDED 13

PUBLIC INFORMATION *13*
SNOW EMERGENCY 13
AUTHORITY *14*
ADDITIONAL RESOURCES NEEDED *14*
PUBLIC INFORMATION *14*

V. PUBLIC INFORMATION 15

ON-STREET PARKING 15
SNOW BLOWING 15
CUL-DE-SACS 15
SIDEWALKS 15
RESIDENTIAL DRIVEWAYS 16
ALLEYWAYS 16
MAIL DELIVERY 16
BROKEN TREE LIMBS 17
PROPERTY DAMAGE CLAIMS 17
SAFETY TIPS 18

VI. APPENDICES 19

A. SNOW PRIORITY MAP 19
B. SNOW REMOVAL METHOD MAP 20
C. IDAHO TRANSPORTATION DEPARTMENT MAINTENANCE AGREEMENT 21

I. INTRODUCTION

PURPOSE

The purpose of this manual is to establish an acceptable policy and operational procedures for snow and ice control on public streets under the jurisdiction of the City of Idaho Falls. This policy provides a uniform understanding of the priorities and procedures used to combat accumulation of snow and ice on City streets.

OBJECTIVE

The objective of these policies and procedures is to provide adequate traction for vehicles properly equipped for winter driving conditions. Priority is given to streets which carry the largest traffic volume. Limited resources preclude service on lower priority streets until higher priority streets have been completed. It should be expected that during storms of high intensity or long duration and during non-regular working hours, drivers on lower priority streets will encounter snow-packed or icy conditions. Snow and ice control operations will continue during regular hours and/or until all streets have passable pavement or when plowing and sanding is no longer effective.

SCOPE

This policy applies only to public streets under the jurisdiction of Idaho Falls and agreements with Bonneville County and Idaho Transportation Department. The City has approximately 802 lane miles of arterial, collector and residential streets that it maintains for snow removal.

Snow removal for some state highways is provided by the Idaho Transportation Department (ITD) and include US-20 and I-15 within city limits.

In order to provide for efficient snow removal services on urban streets, the City has entered into a cooperative maintenance agreement with the Idaho Transportation Department. Under this agreement, Idaho Falls is responsible for snow and ice control on Broadway, Yellowstone, Northgate Mile, Sunnyside Road and Holmes Avenue within City limits. The agreement is included within the appendices.

Snow removal from City-owned parking lots is provided by the Parks and Recreation Department or private contractors.

City ordinance assigns the responsibility of sidewalk snow removal to the adjacent property owner. *(Idaho Falls City Code Title 8 Chapter 10)*

II. POLICIES

RESPONSIBILITY

The responsibility for implementing the snow and ice control policy lies with the Street Superintendent, or his designee during off hours. The Public Works Director may choose to authorize the use of additional resources when conditions warrant.

TRAINING

Prior to the start of the snow season, the Street Division will conduct training for personnel that will be involved in snow control activities. The training will consist of classroom and hands-on equipment training, including the operation of sanders, snowplows, front-end loaders and other equipment as needed.

WEATHER MONITORING

Street Division supervisors will use the National Weather Service daily forecasts to monitor weather conditions and will schedule snowplow crews based on these forecasts.

COMMENCEMENT OF OPERATIONS

The Street Division will monitor conditions whenever there is potential of ice or snow conditions developing on City roadways. The Police Department also reports icy conditions to the Street Division after regular working hours. When snow or ice begins accumulating on the streets the Street Superintendent, or his designee during off hours, will authorize commencement of plowing and/or sanding operations as conditions warrant

PRIORITIES

A limited number of resources and the need to provide the greatest level of safety and benefit to the traveling public, in an efficient manner, necessitate that priority be given to certain heavily used streets above others more minor in nature. Therefore, streets with higher use have a higher priority for snow removal service. Minor streets which require proportionally more time for snow removal for the amount of traffic served have lower priority.

City streets have been divided into the following three snow removal priority categories:

PRIORITY 1: These are arterial and major collector streets, generally with a right-of- way width exceeding 60 feet and average daily traffic greater than 5,000 and includes approximately 237 lane miles.

PRIORITY 2: These are generally minor collector streets, typically with a pavement width of at least 43 feet. Included in this category are streets serving

emergency response facilities, schools and streets with hills and sharp curves where low traction may cause hazardous driving conditions and includes approximately 116 lane miles.

PRIORITY 3: All other streets not designated as either Priority 1 or 2 streets, split into Zone A and B, and includes approximately 449 lane miles.

Street priority snow removal maps are included in the appendix and are available for review on the City's website.

DEVIATIONS FROM POLICY

Deviations from standard policies and procedures may occur due to unusual or extraordinary circumstances. Every winter storm has unique characteristics such as storm intensity, duration, wind, temperature and moisture content that influence the methodology used in response to each storm.

Deviations and exceptions from the general priorities and procedures may be made when, in the judgment of the responsible authority, such deviations will best support meeting established objectives and ensuring public safety.

III. OPERATIONS PLAN

EQUIPMENT RESOURCES

The Street Division has a variety of equipment to utilize in snow removal activities. Equipment includes eight (8) dump trucks with plows three (3) equipped with spreaders, six (6) pickup trucks with plows, four (4) V-box spreader trucks three (3) equipped with plows, three (3) brine trucks two (2) equipped with plows, two (2) snow loaders, four (4) front-end loaders two (2) equipped with plows one (1) equipped with a snowblower attachment, one (1) ice breaker loader attachment, two (2) backhoes one (1) equipped with a plow, and four (4) motor graders equipped with gates that can be used in snow and ice removal. Whenever plows are active, Fleet Maintenance personnel are called in to support the operation and to make necessary mechanical repairs.

The Street Division also utilizes equipment from other Divisions to assist with snow removal activities. This equipment includes four (4) dump trucks with plows, four (4) backhoes, one (1) front-end loader and eight (8) pickup trucks with plows.

IDAHO FALLS STREET DIVISION SNOW REMOVAL EQUIPMENT

Quantity	Type	Equipped with Snowplow	Equipped with Spreader
8	Dump Truck	Yes	3
2	Loader	Yes	
2	Loader		
1	Ice Breaker Attachment		
2	Snow Loaders		
1	Snowblower Attachment		
~~4~~	Grader		
1	Backhoe	Yes	
1	Backhoe		
1	Flusher/V-box	Yes	Yes
1	Flusher/V-box		Yes
2	Single Axle V-box	Yes	Yes
6	Pickup	Yes	
1	Single Axle Brine Truck		
2	Single Axle Brine Truck	Yes	
4	Dump Truck from other Divisions	Yes	
4	Backhoe from other Divisions		
1	Loader from other Divisions		
8	Pickup from other Divisions	Yes	

STAFFING

There are 24 employees who work full time for the Street Division. These employees include 21 operators and a foreman that operate plows, sanders, graders, backhoes, snow loaders and front-end loaders for snow removal. The Street Division Superintendent and Admin Assistant support snow removal operations by logging and dispatching service requests. The City's Public Information Officers are also utilized during snow removal operations to communicate information to the public and media.

STREET DIVISION SNOW REMOVAL SHIFTS

Schedule	Shifts	Number of Employees
Normal Daily Schedule* Monday through Friday	Day Shift: 8:00 a.m. to 4:30 p.m.	20 Employees
	Swing Shift: 4:00 p.m. to 12:00 a.m.	2 Employees
	Night Shift: 12:00 a.m. to 8:00 a.m.	2 Employees
Snow Schedule* 24 hours / 7 days per week	Shift 1: 8:00 a.m. to 8:00 p.m.	11 Employees
	Shift 2: 8:00 p.m. to 8:00 a.m.	11 Employees
Office Staff	8:00 a.m. to 4:30 p.m. after hours as needed	2 Employees

***Due to the nature of snow and ice control activities, Street Division supervisors will change schedules as needed to complete snow and ice control activities.**

RESPONSE PLAN

When weather forecasts indicate a pending storm is anticipated to deposit snow within the City, the Street Division will begin applying salt-brine to Priority 1 and 2 streets to aid in ice and snow control.

Priority 1 streets are the first streets that receive plowing and salting. Once Priority 1 streets are deemed safe for travel during or after a snow event, snow removal operations shift to Priority 2 streets. Once Priority 2 streets have been addressed focus is shifted to Priority 3 streets that are completed during normal daily schedule hours. If there is a snow accumulation of more than **four (4) inches** on the road, plows will continue snow removal activities on Priority 3 streets during off hours. If during snow removal operations

on lower priority streets, conditions deteriorate on Priority 1 or 2 streets, focus will be shifted back to these higher priority streets as necessitated by the snow event.

ZONE A

Zone A is the Priority 3 area within the City bounded by and including the following streets:

Starting at the corner of East 1st Street and Holmes Avenue; thence running south along Holmes Avenue to East 17th Street; thence running west along 17th Street and along Pancheri Drive to the Snake River; thence running north along the east bank of the Snake River to West Elva Street; thence running east along Elva Street to the railroad tracks; thence running south along the railroad tracks to East 1st Street; thence running east along 1st Street to the point of beginning (excluding the Downtown Area, Nighttime Snow Removal Streets, and any Priority 1 or 2 street within such area).

ZONE A PARKING RESTRICTIONS AND PLOWING

Due to the narrowness and abundance of on-street parking Zone A is completed in a two-day period with north-south street and east-west streets plowed on alternating days.

North-south streets are considered any street running in a direction within 10 degrees of true north (e.g., Water Ave., Alice Ave., Cottage Place, Lee Ave., Sage Ave.)

East-west streets are considered any street running in a direction within 10 degrees of true east and west (e.g., 2nd Street, L Street, Maple Street)

Parking restrictions for Zone A are as follows:

North-South Streets. Beginning at a Snow Event, no parking from eight o'clock (8:00) a.m. local time until five o'clock (5:00) p.m. local time on any even calendar day of the month (e.g., two, four, six, eight, …) or until snow removal activities are determined by the Street Superintendent to be completed for the Snow Event.

East-West Streets. Beginning at a Snow Event, no parking from eight o'clock (8:00) a.m. local time until five o'clock (5:00) p.m. local time on any odd calendar day of the month (e.g. one, three, five, seven, …) or until snow removal activities are determined by the Street Superintendent to be completed for the Snow Event.

Due to the narrowness of Zone A streets vehicles parked in violation of these

restrictions will be relocated to the nearest opposing direction street (e.g. vehicle relocated from an East-West street to a North-South street or vise-versa). Every effort will be made to give a minimum of 24-hour notice to Zone A residents of these restrictions.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate will be used to notify Zone A residents.

CONTINUATION AND COMPLETION

Although no snow event is exactly the same, it usually takes 12-24 hours AFTER the snow stops falling to plow and salt Priority 1 and 2 streets.

Residential streets generally take an additional 48 hours to plow, assuming there are no interruptions to move back to Priority 1 or 2 streets.

During major storms, traffic on low-priority streets usually causes the snow to become packed or icy, before it can be plowed. In this case it may take days or even weeks to remove the packed snow and ice from these streets. When snow has become compacted on low-priority streets and plowing is ineffective due to low ambient temperatures, nighttime sanding and plowing operations may be discontinued until normal working hours and the normal duty schedule is resumed.

PRE-STORM APPLICATION OF SALT BRINE

The Street Division will begin applying salt-brine to Priority 1 and 2 streets to aid in snow removal when weather forecasts indicate a pending storm is anticipated to deposit snow within the City. This application can generally be completed within 16 hours utilizing three (3) truck mounted applicators. This application helps prevent the bonding of snow and ice to the road surface on these higher priority streets.

SALT AND SANDING

Salting is generally completed in conjunction with plowing in conformance with the priority road response system. Sanding alone is conducted when roads are icy, or plowing is ineffective on snow-packed roads and in residential areas.

Once operations have begun, salting will continue until the priority streets have had traction restored. Depending on the weather conditions, arterial and collector streets may receive multiple applications along with other high use intersections or streets with inclines.

MATERIALS

For salting operations, salt will be used in different amounts, depending on

pavement/air temperature and the amount of precipitation. For sanding operations generally, a mixture consisting of four (4) parts sand to one (1) part salt is used to prevent the sand from clumping and/or freezing.

SALT STORAGE

The salt storage facility at 2575 Hemmert Avenue has a capacity of approximately 2,000 tons. Orders for salt delivery are regularly made to keep the storage facility at capacity.

BRIDGES

The Street Division is responsible for the maintenance of 56 bridges within City limits. Bridges often become icy before the adjacent streets because the ambient air temperature is lower beneath the bridges than the ground temperature beneath the pavement. Bridges are monitored for icy conditions by Street Division personnel during normal working hours and after-hours by the Police Department.

Salt brine is usually applied to bridge decks on Priority 1 and 2 streets before a snow or ice event to prevent the snow and ice from bonding to the bridge deck. If ice is present, salt or a salt and sand mixture may be spread to increase traction and melt ice.

CUL-DE-SACS

In an effort to become more efficient, crews will make one (1) to two (2) passes around the perimeter of the cul-de-sac with a snowplow, pushing the snow to the middle of the cul-de-sac. Snow will be removed from the cul-de-sac at a later date by Street Division employees during the normal daily schedule. This is a low priority activity that is generally the last activity to be completed after every snow event.

LOADING AND HAULING OF SNOW

Loading and hauling snow from City streets is the most expensive and time-consuming snow removal activity undertaken by the Street Division. This practice is minimized to the maximum extent possible and will only be implemented when there are no other alternatives to keep streets open, to maintain access to adjacent properties or other extenuating circumstances. A map depicting the method of snow removal is included within the appendices. This map will be reviewed and updated on an annual basis.

PUBLIC RELATIONS

Providing information to the public is a vital part of the snow removal process. Residents need to know how they can help facilitate snow removal and what to expect in terms of a response by the Street Division to winter storms. Messages sent to the public can range from simple requests to remove parked vehicles from the street to notification of street

closures, or other severe conditions.

Prior to snow season each year, the City will convey information regarding how to sign up for notifications, where to find information, parking restrictions, sidewalk snow removal requirements, prohibitions against throwing or blowing snow on to City streets and snow removal priorities.

During storms, the Street Division office will be staffed appropriately to manage requests for service according to storm intensity.

The Street Division will work closely with the City's Public Information Officers to convey information regarding snow removal activities as needed and to request resident compliance with snow removal parking restrictions.

To sign up for notifications for snow removal parking restrictions text snowIF to 38276 or go to www.idahofalls.gov, click on the blue SIGN UP button, and follow the instructions.

DISPATCHING REQUESTS FOR SERVICE

Since snowplow operators are already trained to follow priorities established by policies and procedures contained herein, it is inefficient to respond to individual concerns before allowing operators to respond in accordance with existing policies.

Telephone operators will log requests for service and periodically forward these logs to snow removal supervisors for review and potential action. Supervisors will use these logs to direct operators to areas of concern, after they have achieved the goals established within existing snow removal policies.

Supervisors will be notified immediately of hazardous conditions or new snow accumulation on higher priority streets, roadways impacted by drifting snow or other emergency conditions.

IV. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES

The following procedures describe implementation of the Operations Plan for various storm intensities. These procedures are intended as an aid to supervisors and management staff to ensure essential actions are taken. Variations to these procedures may be made by the Street Superintendent, or his designate, to best meet the demands of changing storm events. These procedures will also help provide residents with a better understanding of how the City manages snow removal.

MINOR SNOW EVENT

A minor snow event is generally defined as two to four (2-4) inches of accumulation of snow within the roadway

Resources will be committed to Priority 1 streets first. No additional resources will be brought in for lower-priority roads. Only after Priority 1 streets are cleared will available resources be shifted to Priority 2 streets. Similarly, the same resources will be used to serve Priority 3 streets only after goals have been met on Priority 1 and 2 streets.

Priority 1 **- Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Regular hours only. Generally cleared within 72 hours after the end of the storm.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew to operate snowplows and sanders

- 12-14 contractor supplied trucks for snow removal
- 4-6 contractor supplied graders

PUBLIC INFORMATION

Requests for service will be handled by the Street Division Admin Assistant.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

MODERATE SNOW EVENT

A moderate snow event is generally defined as four to eight (4 - 8) inches of accumulation of snow within the roadway.

Resources will be committed to Priority 1 streets first. Only after Priority 1 streets are cleared will available resources be shifted to Priority 2 streets. Similarly, the same resources will be used to serve Priority 3 streets, only after needs have been met on Priority 1 and 2 streets.

Priority 1 **- Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm

Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are complete. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders

- 12-14 contractor supplied trucks for snow removal
- 4-6 contracted graders
- Additional contracted operators & equipment (graders, plows, etc.) may be used

PUBLIC INFORMATION

Requests for service will be handled by the Street Division Admin Assistant.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

HEAVY SNOW EVENT

A heavy snow event is generally defined as eight to twelve (8 -12) inches of accumulation of snow within the roadway.

Street Division resources will be committed to Priority 1 streets first. Additional resources, as described below, will be brought in to clear lower-priority roads. Only after Priority 1 streets are cleared, will all resources be shifted to Priority 2 streets. All resources will be used to serve Priority 3 Streets only after needs have been met on Priority 1 and 2 streets.

> Priority 1 **- Arterial and Major Collector Streets:** Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.
>
> Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.
>
> Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

During major storms, traffic on low-priority streets usually causes the snow to become packed or icy, before it can be plowed. In these cases, it may take days or even weeks to remove the packed snow and ice from these streets.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders
- Additional employee from Sanitation Division to assist Street Division with calls as needed
- 12-14 contractor supplied trucks for snow removal
- 4-6 contracted graders
- Additional contracted operators & snow removal equipment as required

PUBLIC INFORMATION

Requests for service will be handled by the Street and Sanitation Division Admin Assistants.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

SNOW EMERGENCY

A snow emergency is generally defined as more than twelve (12) inches of snow within the roadway.

Resources will be committed to Priority 1 streets first. Additional resources, as described below, will be brought in to clear lower-priority roads. Only after Priority 1 streets are cleared, will all resources be shifted to Priority 2 streets. All resources will be used to serve Priority 3 streets only after needs have been met on Priority 1 and 2 streets.

Priority 1 **- Arterial and Major Collector Streets: Twenty-four** hours per day, seven (7) days per week, when needed. Generally cleared within 12-24 hours after the end of the storm.

Priority 2 **- Minor Collectors and Special Need Streets:** After Priority 1 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

Priority 3 **- All Other Non-Priority 1 and 2 Streets:** After Priority 1 and 2 streets are completed. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 72 hours after the end of the storm.

AUTHORITY

The Street Superintendent or his designee during off-hours has the authority to call-out and direct snow removal resources. The Public Works Director authorizes additional resources from within the Department and coordinates press releases and other public information updates through the City's Public Information Officers. The Public Works Director may also seek assistance from other Departments within the City to provide additional labor to meet the conditions.

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- Up to 36 employees from other divisions split into two (2) crews, 12-hour shifts of eighteen (18) employees per crew, to operate snowplows and sanders
- Additional employee from Sanitation Division to assist Street Division with calls
- 12-14 contractor supplied trucks for snow removal
- 4-6 contracted graders
- Additional contracted operators & snow removal equipment as required

PUBLIC INFORMATION

Requests for service will be handled by the Street and Sanitation Division Admin Assistants.

Informational press releases, media interviews, social media posts, text alerts, City website notifications, and other notifications as deemed appropriate that may include requesting snow removal parking compliance will be coordinated through the City's Public Information Officers.

V. PUBLIC INFORMATION

ON-STREET PARKING

It is dangerous and difficult to plow narrow streets that are congested with parked vehicles. Plowing around parked cars limits the effectiveness of snow removal activities. Some narrow streets may not be plowed if equipment cannot safely drive down them. The most helpful thing residents can do to facilitate snow removal is to move vehicles off the street and encourage their neighbors to do the same.

To facilitate snow removal, City ordinance prohibits on-street parking whenever there is a qualifying Snow Event. A Snow Event is an occurrence in which more than two (2) inches of snow accumulates on the roadway as determined by the City and as posted on the City's official website (www.idahofalls.gov). Any vehicles parked on streets within Idaho Falls during a Snow Event will be subject to ticketing, relocation, and towing in accordance with snow removal parking restrictions. Visit the City website for updates and more information *(Idaho Falls City Code Title 9 Chapter 5)*

SNOW BLOWING

Blowing, throwing or pushing snow from driveways and walks into the street creates additional work for snowplow operators and may create significant traffic hazards. Some businesses and residents have pushed large piles of snow into the street, hoping it would melt quickly. The snow pile is a hazard itself, but the ice created when the melting snow refreezes can make the situation even more dangerous. Move snow onto landscaped areas in the yard or parking lot. City Code prohibits placing snow upon any public street, sidewalk, easement, right-of-way, or public way, alleyway or sidewalk. *(Idaho Falls City Code Title 8 Chapter 10)*

CUL-DE-SACS

There are approximately 484 cul-de-sacs in Idaho Falls. It takes considerably longer to clear snow from cul-de-sacs than other "uninterrupted" stretches of City streets. Because of the high cost-to-benefit ratio, cul-de-sacs and dead-end streets have the lowest priority for snow removal. Cul-de-sacs will be plowed, but it will likely be several days after a major storm ends before snow is removed from the middle of cul-de-sac.

SIDEWALKS

Snowplow operators try to avoid placing snow on sidewalks, but in some instances this may not be possible. The adjacent property owner is responsible to keep sidewalks clear.

WHAT CAN I DO IF I AM ELDERLY AND/OR DISABLED AND CAN'T SHOVEL SNOW FROM MY SIDEWALK?

The City does not have the resources to provide snow removal from sidewalks. Please plan to make arrangements with a relative, friend or neighbor for help. If you, your business, organization, family or other volunteer group would like to assist with sidewalk snow removal in our community, we would recommend starting a snow removal volunteer project through www.justserve.org. Once a project is created, those who need assistance can go to this website to find assistance.

RESIDENTIAL DRIVEWAYS

One of the most frequent concerns in the removal of snow from public streets is snow being deposited at the approach to residential driveways during plowing operations. As plows travel along streets, the snow accumulated on the plow blade has no place to go but on to the adjacent street landscaping areas and in driveways. The more snow that has fallen, the greater the problem encountered. As a service to the residents of Idaho Falls, an approximate 10-foot-wide section will be opened by City crews at the driveway approach to allow access from the driveway to the street in case of an emergency. A small windrow of snow may still remain as the volume of snow may spill out past the gate on the equipment.

Residents can help this situation by piling snow they have shoveled from their driveways on to the right side facing the street, instead of placing it on both sides at the end of the driveway. By doing so operators can avoid carrying piles from the "upstream" portion of the street back across driveways.

ALLEYWAYS

Alleyways are plowed on an as needed basis by the Sanitation Division for sanitation vehicles only.

MAIL DELIVERY

City snow removal operators make every effort to remove snow as close to the curb as practical and to provide access to mailboxes for postal carriers. However, it is not always possible to provide ideal conditions and not damage mailboxes with the size and type of equipment the City operates. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident.

If there is an accumulation of snow blocking your mailbox, either remove the snow or set out a temporary box, bucket, plastic tub or garbage receptacle that can be reached by your letter carrier and label it with your address and the words "U.S. Mail."

BROKEN TREE LIMBS

During heavy storms, tree limbs may be broken. Please call (208) 612-8490 to report limbs blocking traffic.

Broken limbs outside the roadway are the responsibility of the tree owner. Limbs can be cut and bundled for bulky waste pickup or taken to the Bonneville County Hatch Pit. Call the Sanitation Division to schedule pickup at
(208) 612-8491. Branches and limbs must be tied in bundles less than four (4) feet in length and not more than 50 pounds in weight per bundle.

PROPERTY DAMAGE CLAIMS

Incidents involving contact between City equipment and private property typically occur within the public right-of-way. Although the public right-of-way is maintained by the adjacent property owner, there are times when the right-of-way is the only available space to store excess snow removed from the roads. A City right-of-way is an easement which is a privilege or a right, distinct from ownership. It is commonly defined as roadways and alleys however sidewalks, curbs and gutters, landscaping and parking strips, and driveway approaches are included in public rights-of-way. Those areas may be necessary to serve as excess snow storage, therefore, actions taken by operators can occasionally result in property damage, particularly during blizzard conditions or night-time snow plowing.

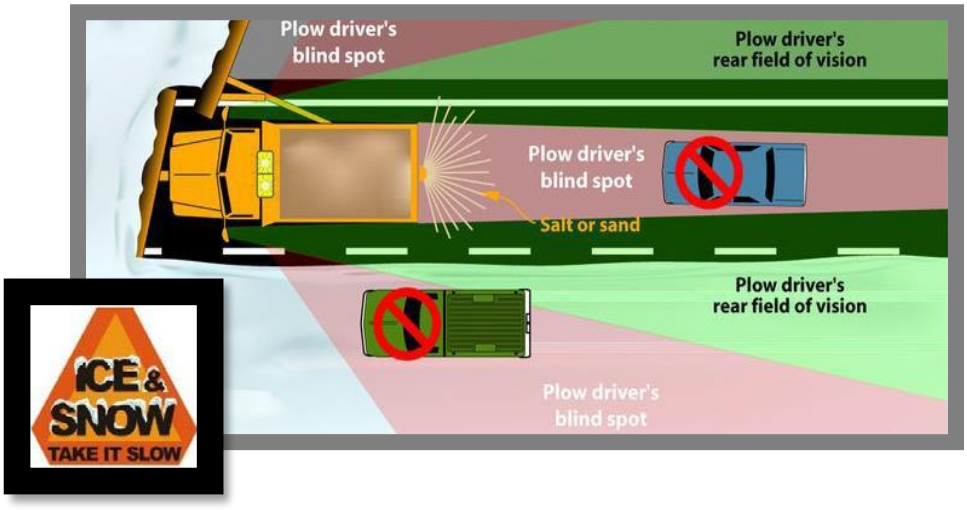
In the event of damage to private property during snow removal, the property owner should file a claim with the City Clerk's Office by calling (208) 612-8415 or a claim form can be printed off from the City of Idaho Falls website: *idahofalls.gov*. It can then be filled out, and returned to the City Clerk's Office in person, by mail, fax or e-mail. The claim will then be reviewed to determine if the damage was a result of impact with a plow blade or other piece of equipment. It should be noted that mailboxes should be constructed solidly to withstand the force of snow rolling off a plow.

The weight of accumulating snow may cause damage to structures. Such damage is the responsibility of the resident and their insurance company.

City of Idaho Falls Clerk's Office
Physical Address: 308 Constitution Way Idaho Falls ID, 83402
Mailing Address: P.O. Box 50220 Idaho Falls, ID 83405
E-mail: ifclerk@idahofalls.gov
Phone: (208) 612-8415
Fax: (208) 612-8560

SAFETY TIPS

- When trucks are plowing snow and spreading sanding material, stay back from the vehicle 100 feet to avoid problems.
- Plow trucks often have to back up. There are blind spots in the mirrors. For your safety, do not pull up directly behind them. They may not be able to see you.
- When cleaning driveways or parking lots, do not put snow in the street. This can cause problems for other motorists.
- Plow trucks generally push snow to the passenger side of the truck (right side when looking at it from the rear). Never attempt to pass a truck on the right since there can be much more snow on that side of the vehicle.



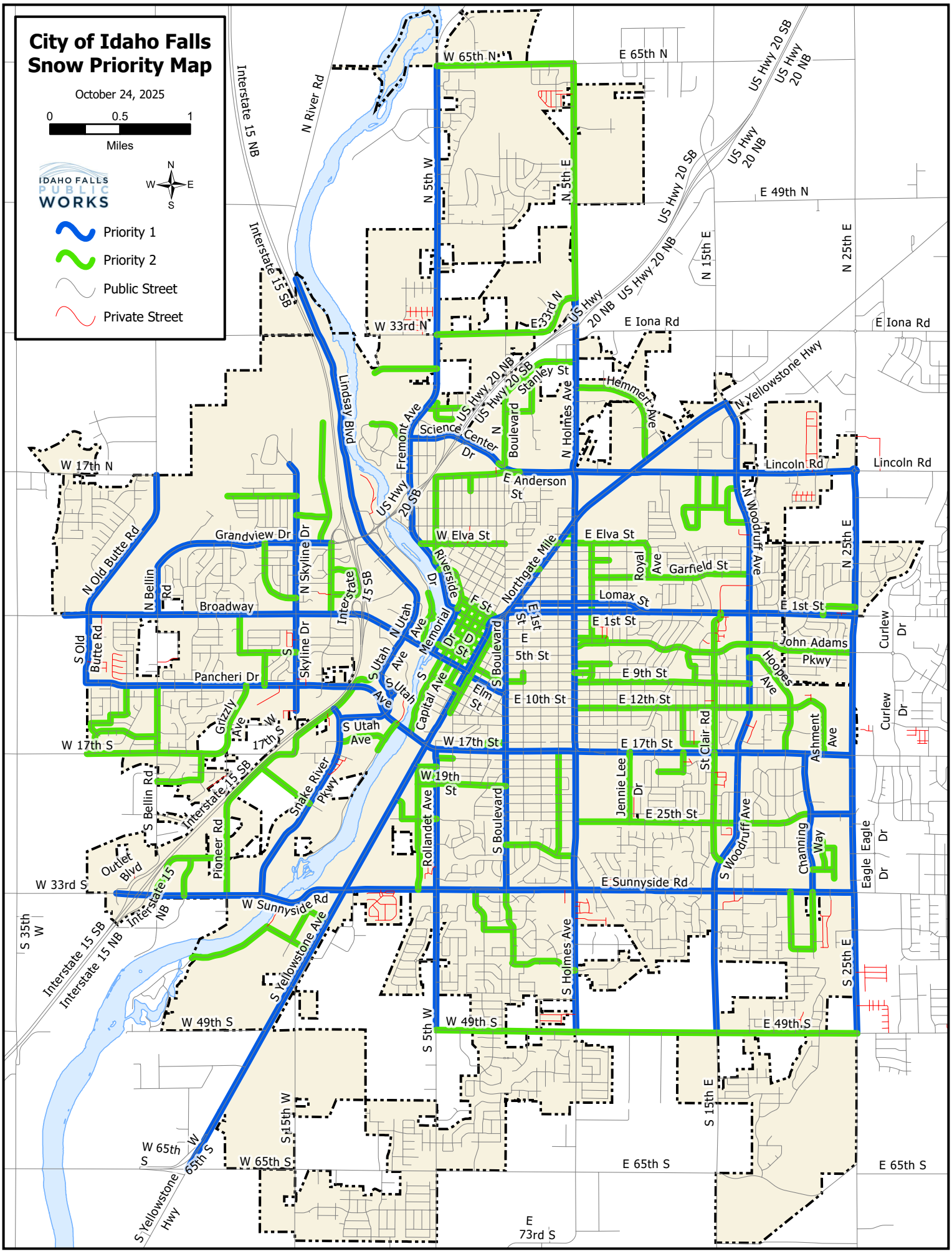


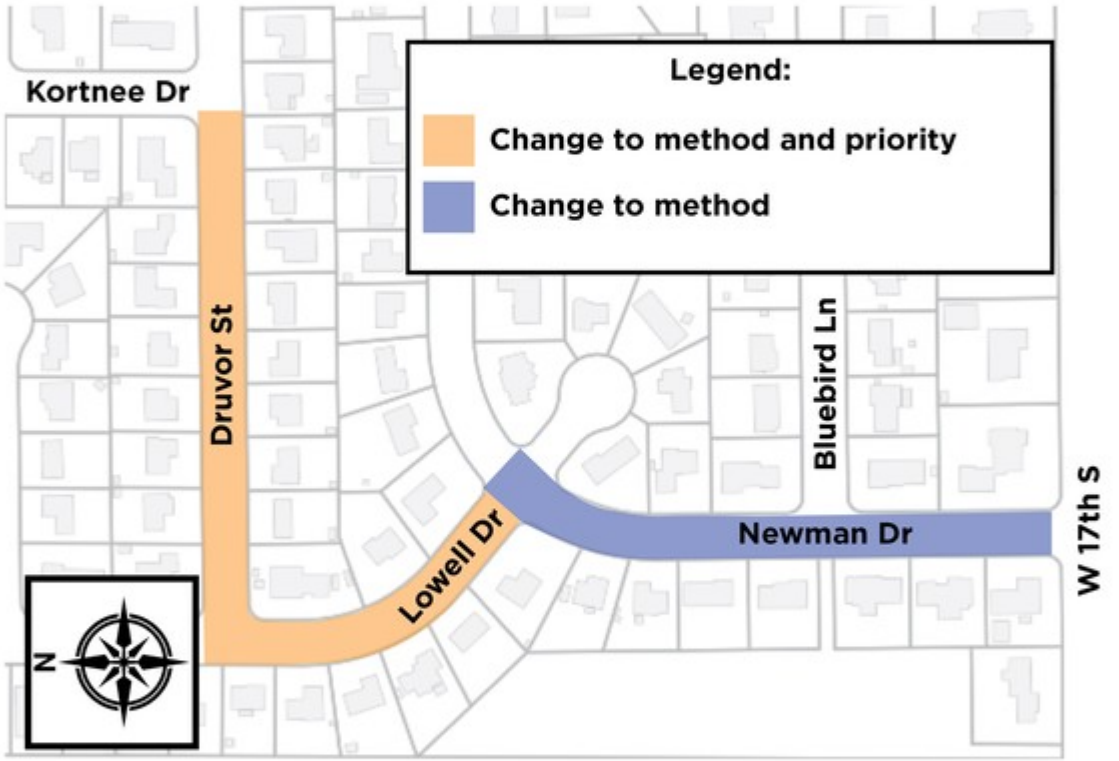
VI. APPENDICES

A. Snow Priority Map

B. Snow Removal Method Map

C. Idaho Transportation Department Maintenance Agreement


City of Idaho Falls
Snow Priority Map
October 24, 2025
0
0.5
1
Miles
IDAHO FALLS PUBLIC WORKS
N
W
E
S
Priority 1
Priority 2
Public Street
Private Street
W 65th N
E 65th N
N River Rd
Interstate 15 NB
Interstate 15 SB
US Hwy 20 SB
US Hwy 20 NB
N 5th W
N 5th E
E 49th N
N 15th E
N 25th E
W 33rd N
E 33rd N
E Iona Rd
N Yellowstone Hwy
Lindsay Blvd
Fremont Ave
Science Center Dr
N Boulevard
N Holmes Ave
Stanley St
Hemmert Ave
W 17th N
Lincoln Rd
E Anderson St
N Old Butte Rd
Grandview Dr
N Skyline Dr
W Elva St
E Elva St
Riverside Dr
Northgate Mile
Royal Ave
Garfield St
N Woodruff Ave
N Bellin Rd
Broadway
Lomax St
E 1st St
S Old Butte Rd
S Skyline Dr
N Utah Ave
Memorial Dr
E St
S Boulevard
W 1st St
E 5th St
John Adams Pkwy
Curlew Dr
Pancheri Dr
S Utah Ave
Capital Ave
Elm St
E 9th St
E 10th St
E 12th St
Hoopes Ave
Grizzly Ave
W 17th S
W 17th St
E 17th St
St Clair Rd
Ashment Ave
S Bellin Rd
Snake River Pkwy
W 19th St
Jennie Lee Dr
E 25th St
Outlet Blvd
Pioneer Rd
Rollandet Ave
S Woodruff Ave
Channing Way
Eagle Dr
W 33rd S
W Sunnyside Rd
E Sunnyside Rd
S 35th W
S Yellowstone Ave
S Holmes Ave
S 25th E
W 49th S
S 5th W
E 49th S
S 15th W
S 15th E
W 65th S
E 65th S
S Yellowstone Hwy
E 73rd S


Legend:
Change to method and priority
Change to method
Kortnee Dr
Druvor St
Lowell Dr
Bluebird Ln
Newman Dr
W 17th S
N


City of Idaho Falls
Snow Priority Map
October 9, 2026
0
0.05
0.1
Miles
IDAHO FALLS
PUBLIC
WORKS
N
W
E
S
Public Street
Private Street
Plowed Street
Priority 1
Priority 2
S Old Butte Rd
Rising Sun Rd
Solar Flare Rd
Sunniva Dr
Thomas Dr
Donna Dr
Blackwood
Trails End
Elmwood
Murwood
Periska Way
Boxwood Dr
Brandon Dr
Pancheri Dr
Kevin Cir
Kelly Dr
Caysie Cir
Caysie Ln
Lowell Dr
Kortnee Dr
Country Rd
Periska Way
Plommon Cir
Plommon St
Applen Ct
Brookcliff Dr
Blue Canyon Dr
S Bellin Rd
Paron Ln
Druvor St
Newman Cir
Newman Dr
Bluebird
Harold Dr
Sviskon Way
Hallon St
Patriot Cir
Mountain Rose Dr
W 17th S
Granite Way
Charlotte Dr
Amanda Ct
Lowell Dr
Change to Priority 3
Change from Center
to Outside
Druvor St
Change to Priority 3
Change from Center
to Outside
Newman Dr
Change from Center
to Outside

Memorandum

File #: 26-399 **City Council** RETURN TO AGENDA

DATE: Tuesday, September 29, 2026
AGENDA: Consent
FROM: Linda Lundquist, City Clerk
DEPARTMENT: Mayor's Office

Title
City Council Meeting Minutes

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

Action(s) Requested:
Approve the City Council Meeting minutes from October 8 and 19, 22, 2026 (or take other action deemed appropriate).

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

- October 8, 2026 - City Council
- October 19, 2026 - Work Session
- October 22, 2026 - City Council

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

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, October 8, 2026	6:30 PM	City Council Chambers

1. Mayor Burtenshaw called the meeting to order at 6:30 PM.

Present:

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

Absent: Councilor Brandon Lee

Also present:

Bryce Johnson, Police Chief
Jace Yancey, Idaho Falls Power AGM
Wade Sanner, CDS Director
Jacob Beck, Assistant City Attorney
Darrin Jones, Human Resources Director
PJ Holm, Parks & Recreation Director
David Peterson, CDS Project Manager
Linda Lundquist, City Clerk

2. Pledge of Allegiance

Colby Hatton led those present in the Pledge of Allegiance.

3. Staff responses to prior public comments and other updates - *Mayor Burtenshaw explained that this item allows staff to respond publicly to matters raised at prior meetings or to share community updates, since the Council does not engage in back-and-forth dialogue during general public comment.*

Presentation (Chief Johnson, Police Department) – License Plate Readers (LPR):

- Chief Johnson reported that four or five speakers addressed LPRs at the last Council session. He spoke with all but one of them after that meeting. In summary, the speakers still had reservations about LPRs, but felt that if the technology is used, it should be used the way Idaho Falls is using it.
- Policy clarification: One speaker was concerned that policy language mentioning probable cause and reasonable suspicion could be read to mean they are not required to use an LPR. The intent was that an LPR hit does not, by itself, create probable cause or reasonable suspicion, and that officers must independently establish it. The policy has been revised to make this clearer.
- Audits: IPD currently audits LPR use every two weeks, which community members appreciated. Because IPD both uses the LPRs and conducts the audits, the question of "who is watching the watchers" is a fair critique. IPD plans to update its policy to include public disclosure of audits to the Citizens Review Committee; a list of citizen reviewers has already been approved by Mayor Burtenshaw and Council, and audits would be provided to four of those citizens for independent review.
- Town hall: Chief Johnson held an LPR town hall attended by approximately 30–40 people in person and roughly 100 online, with similar feedback.
- November report: Council had directed staff to report on LPRs in October. At the Chief's request, the report was postponed to November to allow more time for evaluation. Staff is reviewing four

separate LPR companies, including one recommended by a frequent public commenter, and all four will be presented to Council in November.

Additional remarks (Mayor Burtenshaw):

- Noted that Chief Johnson also met with the organization Stand Up for Idaho to discuss LPRs.
- Reported that she met this week with Attorney General Raúl Labrador, who also met with Chief Johnson. The Attorney General's staff was impressed that the City moved from twice-yearly to twice-monthly audits. Mayor Burtenshaw said the State has a role in helping citizens, local government, and police understand how LPRs are used, and that a twice-yearly audit is too much information to review all at once.
- Thanked Chief Johnson for taking opportunities to explain how LPRs benefit law enforcement. No other staff members had updates.

4. Public Comment

Faith Niebert (IF Resident)

- Expressed gratitude that Ammon has begun participating in the GIFT on-demand ride program, saying it has already changed many lives in a week.
- Shared that she and her boyfriend, who is also visually impaired, were able to use the services to go to Ammon for dessert the previous Friday, and that the program lets her reach Ammon businesses such as the D.I. without paying roughly $40 for a rideshare.
- Thanked Nate Eaton and his team, and urged Bonneville County to participate, calling the service "a need, not a want, and is the GIFT that keeps on giving."

Chrissy Stratton (Bonneville County Resident)

- Spoke as one of seven War Bonnet Round-Up Advisory Council members (Director of Hospitality and Sponsorship) and thanked Council for supporting Idaho's oldest rodeo.
- Reported unanimously positive feedback from participants, contract personnel, and spectators; contestants especially value the facilities, grounds crew, and grass for their horses.
- Thanked Parks & Recreation staff and the many volunteers and noted the four-day event is designed to be different each day, from family-focused programming to evening parties.

Colby Hatton (IF Resident)

- Speaking on behalf of Stronger Idaho Falls, shared that a coworker was killed in a crash on a state-managed road outside the city in late September, leaving a wife and two children.
- Urged the use of "crash" or "incident" rather than "accident," arguing that crashes result from systems, policy, and infrastructure rather than being unavoidable.
- Said car-centric infrastructure is especially deadly to those outside vehicles and urged prioritizing pedestrians and cyclists, even if drivers are inconvenienced, so that Idaho Falls can prevent such tragedies within its jurisdiction.

Matthew Murphy (IF Resident)

- Stated that he has previously addressed Council about an alleged 2024 conspiracy to commit murder, that he has witnesses and evidence, and alleged that the Idaho Falls Police Department is preventing the matter from reaching a prosecutor.
- Said his young daughter was present for the alleged events and that he is unable to see her; also reported an alleged incident on June 24 near Sage and Highland.

- Asked Council to intervene or to send the matter to someone who can, and asked to schedule a meeting with Mayor Burtenshaw to present his evidence.

5. Consent Agenda

A. Office of the Mayor

1. 26-386 City Council Meeting Minutes (July 21, 2026; July 27, 2026; August 24, 2026; August 27, 2026; and September 10, 2026.)

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

- Moved by: Councilor Larsen
- Second: Councilor Dingman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

6. Regular Agenda

A. Human Resources

1. 26-384 City of Idaho Falls 457 Plan – Capital Group/American Funds

Presentation (Director Jones):

- The City's 457 deferred compensation plan with Capital Group/American Funds has received no contributions from any participant for at least a decade, possibly two.
- Only one participant remains, a current employee, who plans to remove their funds from the plan no later than January 2027.
- Council authorization was requested to terminate the plan once the final participant has withdrawn.

Motion: Authorize formal termination of the City of Idaho Falls 457 Plan held with Capital Group/American Funds, and direct staff to notify Capital Group/American Funds in writing to close out the plan once the final participant has withdrawn their funds.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

2. 26-401 Memorandum of Agreement (MOU) Between IBEW Local 57 and The City of Idaho Falls

Presentation (Director Jones):

- The MOU would eliminate the Traffic Technician classification from the Power Union collective bargaining agreement and add two classifications: Journeyman Operation and Traffic Signal Electrician and Apprentice Operation and Traffic Signal Electrician.

- Current Traffic Technicians would be placed in one of the two new classifications as mutually determined by the City and IBEW Local 57. The MOU is subject to ratification by IBEW Local 57 membership.
- Council had no questions.

Motion: Approve the MOU with the Power Union (IBEW Local 57) and give authorization to the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

B. Parks & Recreation

1. 26-389 Meppen Park Irrigation System Installation Bid

Presentation (Director Holm):

- The City has been working to return to compliance with the Land and Water Conservation Fund (LWCF) program after being ineligible for LWCF funding for well over three decades. Project amendments for Esquire Park and Dora Erickson, removing noncompliant sections, have been accepted by the National Park Service. Developing Meppen Park into a usable park is the final step toward full compliance and reopens access to federal funding.
- The park was designed with Mountain West Engineering. Three bids were received for irrigation; A Summer Rain Inc. submitted the lowest at $98,900, with an estimated 16 working days (weather permitting) and a three-year warranty. Sod and parking improvements will follow on the approximately 8.8-acre parcel.
- Staff hopes to be awarded the LWCF grant next year to build a restroom, pickleball and tennis courts, and playgrounds in a neighborhood that has long lacked walkable green space.
- In response to a Council question, the end goal is irrigation with surface water from the canal. Because water-district issues are still being worked out, the system will temporarily connect to the City's potable system, likely for less than a year. The system is being built with dual access so potable water can serve as a backup, such as for athletic fields in low-water years.
- Mayor Burtenshaw was mentioned she was excited to see children already playing on the leveled site. Staff noted that a May 12 on-site neighborhood planning event (door hangers were delivered to about 200 nearby residences) shaped the amenities included in the park and the grant application.

Motion: Accept and approve the proposal for the irrigation system installation at Meppen Park and award the bid to the lowest responsive, responsible bidder, A Summer Rain Inc., in the amount of $98,900.00.

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

- Motion carries 5-0.

C. Idaho Falls Power

1. 26-387 Professional Services Agreement with HDR Engineering in Support of the Rack Substation Rebuild Project

Presentation (Mr. Yancey):

- A Master Agreement with HDR was established on June 21, 2024. Nondiscrimination language was added, so an amendment to the agreement is requested, along with a professional services task order for design of the Rack Substation rebuild at a total of $386,000.
- In response to Councilor Freeman, staff clarified that $386,000 is an addition specific to the Rack Substation and not the total of all HDR agreements; additional services may be needed later.

Motion: Approve the Amendment to Agreement for Professional Engineering Services and Professional Services Task Order with HDR Engineering Incorporated for a total of $386,000.00 and authorize the Mayor to execute both documents.

- Moved by: Councilor Freeman
- Second: Councilor Radford
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0

2. 26-353 Sole Source Procurement for Materials and Services with Western States Equipment Company for Peaking Plant Equipment

Presentation (Jace Yancey):

- Council was asked to determine sole-source procurement with Western States Equipment Company (CAT) for (1) oil change parts-only kits totaling $94,689 over three years, and (2) preventative maintenance services totaling $565,390 over five years.
- A Councilor noted that the City's Peaking Plant uses CAT units and that a sole source provider makes sense because this company services those machines.

Motion: Make a determination of sole source procurement of materials and services, approving the Western States Equipment Company Customer Value Agreements for 1) Oil Change Parts Only Kit totaling $94,689.00, and 2) Preventative Maintenance Services totaling $565,390.00, and give authorization to the Mayor to sign the necessary documents.

- Moved by: Councilor Freeman
- Second: Councilor Dingman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

D. Community Development Services

1. 26-377 Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Willows Place Townhomes Division No. 1

Presentation/Discussion (Council President Francis; Director Sanner; Legal staff):

- With Councilor Lee absent, Mayor Burtenshaw invited Council President Francis to comment on the plat. Council President Francis confirmed that all reviewing departments had signed off. The Planning and Zoning Commission considered the item on November 5, 2025, and unanimously recommended approval.
- Council President Francis asked whether the Reasoned Statement of Relevant Criteria and Standards (RSRCS), No. 4, "the final plat will be developed as a planned unit development as accepted by Council," should specify which version of the plat was accepted. The Planning and Zoning minutes in the packet describe a plat with 15 lots (14 buildable and one common lot containing the private street), which differs from the final plat before Council.
- Director Sanner explained that the PUD was approved by Council and that the lot count was later reduced through mediation with the developer. Plats are not normally returned to Planning and Zoning unless the number of lots increases; plats are governed by Chapter 65 of the Local Land Use Planning Act and are separate from the PUD concept, and the Commission is a recommending body.
- Legal staff noted the RSRCS refers to "this matter," not a specific plat version, and a plat can change or remain the same. Council President Francis explained the concern: if a decision is challenged, the RSRCS is usually the first document reviewed. After discussion, it was agreed the Council record and minutes make clear which plat was approved, and no amendment was made.

Motion 1: Approve the Development Agreement for the Final Plat for Willows Place Townhomes Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

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

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

Motion 3: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Willows Place Townhomes Division No. 1 and give authorization for the Mayor to execute the necessary documents.

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

- Motion carries 5-0.

2. 26-378 Legislative Public Hearing for the Annexation and Initial Zoning of I&M, Industrial and Manufacturing – Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 4.482 acres

Mayor Burtenshaw declared the legislative public hearing open.

Applicant (Devin Knight, Gateway IF, property owner/developer):

- Gateway IF operates a recycling facility on Yellowstone under the name Mill Creek Metals and also has a facility in Blackfoot. The company intends to move its Yellowstone facility to this site, adjacent to its facility on 15th Street, which it acquired from the prior owner.
- The adjacent development has already been annexed into the City, and after evaluating options, the company chose to annex this property as well, submitting plans to build its facility.

Staff Report (Director Sanner):

- Annexation 26-006: a property-owner-initiated annexation of 4.482 acres on North 15th, plus some right-of-way on the eastern portion of the property, located in the Area of Impact. The requested zoning is I&M. Properties to the south and east are within the City; those to the north and west remain under county jurisdiction.
- The Comprehensive Plan designates the area as Industrial, so the requested zoning is consistent. The Planning and Zoning Commission heard the item on August 4, 2026, with no public comment, and voted unanimously to recommend approval.

There were no questions from Council. No members of the public testified for or against.
Mayor Burtenshaw closed the hearing.

Motion 1: Approve the Ordinance annexing approximately 4.482 acres in the E ½ of Section 8, Township 2 North, Range 38 East; assign a Comprehensive Plan Designation of "Industrial"; and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

ORDINANCE No. 3681: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 4.482 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 4.482 acres in the E ½ of Section 8, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

Motion 3: Approve the Ordinance establishing the initial zoning of I&M, Industrial and Manufacturing as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

ORDINANCE No. 3682: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 4.482 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

Motion 4: Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

A Councilor remarked that the acreage is repeatedly described as "approximately" although it is stated to three decimal places; staff explained this is due to the precision of the surveyor. Mayor Burtenshaw and Council welcomed the applicant to the City.

3. 26-379 Legislative Public Hearing for the Annexation and Initial Zoning of HC, Highway Commercial – Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 2.23 acres

Mayor Burtenshaw declared the legislative public hearing open. The applicant had to leave for a family emergency but is in support of the request.

Staff Report (Director Sanner):

- Annexation 26-007: a property-owner-initiated annexation on North Woodruff, just south of Lincoln, consisting of Lots 2 and 3, Carlyle-Erma Subdivision Division No. 1 (approximately 2.23 acres) and a thin sliver of right-of-way along Woodruff. The requested zoning is HC, Highway Commercial.
- The property is a small county island; surrounding properties to the north, west, and slightly south are zoned Highway Commercial and Industrial. The Comprehensive Plan designates it as Mixed-Use Centers and Corridors, so the request is consistent. The site is currently used as a food truck plaza in the county, a use allowed in the HC zone.
- The Planning and Zoning Commission heard the item on September 1, 2026, with no public comment, and voted unanimously to recommend approval.
- In response to a Council question about the right-of-way sliver, staff explained it has already been dedicated as public right-of-way but is under county jurisdiction; annexation transfers full jurisdiction of that right-of-way from the County to the City.

No members of the public testified for or against. Mayor Burtenshaw closed the hearing.

Motion 1: Approve the Ordinance annexing approximately 2.23 acres for Lots 2 and 3, Carlyle-Erma Subdivision Division No. 1; assign a Comprehensive Plan Designation of "Mixed-Use Centers and Corridors"; and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

ORDINANCE No. 3683: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 2.23 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 2.23 acres in Lots 2 and 3, Carlyle-Erma Subdivision Division No. 1 and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0

Motion 3: Approve the Ordinance establishing the initial zoning of HC, Highway Commercial, as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office.

- Moved by: Councilor Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0

ORDINANCE No. 3684: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 2.23 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC, HIGHWAY COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

Motion 4: Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of HC, Highway Commercial and give authorization for the Mayor to execute the necessary documents.

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

4. 26-380 Quasi-Judicial Public Hearing – Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Higham Riverfront Townhomes

Mayor Burtenshaw declared the quasi-judicial public hearing open and outlined the order of proceedings: applicant presentation and Council questions, staff report, public testimony (approximately three minutes each), and Council discussion, with the hearing remaining open while Council had questions.

Applicant Presentation (Tyler Pridemore):

- The project is an infill development on Higham Street, zoned R-2, which would permit 17 units per acre; the applicant is proposing 15 units per acre (41 units). A PUD is requested so that lots may front private streets.
- Landscape buffer variance: The applicant requested a five-foot reduction of the front landscape buffer along Higham Street (a dead-end street with no planned improvements to the west), which allows the buildings to shift five feet south and increases the landscape buffer on the north side. The reduction is not counted toward the required 25% open space, which is still met.
- Parking: The project is rear alley-loaded with 20-foot-deep garages and a three-foot driveway apron between the curb and garage door. Five units on the east side would have driveways via a cross-access easement being negotiated with the eastern property owner (providing about 10 additional

guest spaces), with five visitor spaces on the northwest, and roughly 26 additional spaces in total including public street parking on Higham.

- Amenities: A community garden (raised beds) and a dog park, intended to offset the buffer variance. The dog park would use permeable pet turf to prevent runoff to adjacent property, with additional trees for screening on its north side as recommended by Planning and Zoning. The applicant stated openness to other locations or input from Council.

Council questions to the applicant:

- Greenbelt access: A pathway and sidewalk along the south side would connect to the existing greenbelt trail. A direct connection at the southwest corner could not be arranged with Parks due to timing; clearing, grubbing, and native restoration of that area is proposed.
- Fencing: An existing wooden fence meanders along the north property line; the portion on the applicant's property would be replaced, and no other fence is proposed. The dog park is intended for residents, but no access control (such as a key fob) is proposed.
- East-side parking: The cross-access easement would be exchanged for a private stormwater easement for the adjacent property. If the easement is not obtained, the plan would not work as presented and would need to return to Council.
- Lighting: Lighting at the trail spur is not a firm commitment because it is in public right-of-way; street lights exist on utility poles along Pine.
- North buffer: The applicant estimated about 26 feet from the north property line to the building fronts and deferred to staff to verify.

Staff Report (Director Sanner):

- Staff reformatted the report to review each section of the PUD ordinance and whether each requirement is met. The 2.7-acre site has been undeveloped for about 120 years; a 1981 attempt to develop it as part of the condominium PUD to the north never materialized. Higham is a dead-end street southeast of Freeman Park; the cul-de-sac knuckle will be vacated, and the right-of-way contains a trail connecting to the greenbelt.
- The site is zoned R-2 with R-2 PUDs to the north (condominiums at 25 units per acre) and east (townhomes at 13 units per acre), an office use to the south, and Freeman Park to the west. It lies in the Urban Core transect of the Comprehensive Plan. A 15-foot utility easement and power lines run along the south.
- The project would be built in ten phases with amenities in the first phase. A PUD this size requires one amenity; two are proposed plus the trail connection. The 5-foot buffer reduction (20 to 15 feet) is constrained by the utility easement, and staff considered it reasonable because it increases the buffer to the north. Stormwater will be retained underground.
- Code requires two parking spaces per unit; private streets do not allow parking. Staff estimates about 10 on-site guest spaces plus about 16 public street spaces on Higham (eight north, eight south), for 26 total. Trees required: 23 (one per 5,000 sq. ft.); about 37 are proposed. Parks did not approve the initial proposal for non-irrigated or off-site trees, so trees were placed internally, with canopy on the south and additional vegetation to buffer the dog park on the north. The nuisance ordinance would apply to dog park noise and odors.

- The Planning and Zoning Commission voted unanimously on August 4, 2026, to recommend approval with the condition of additional enhanced vegetation (up to 16 trees, negotiated with Parks) along the northern buffer and/or southwest portion. Staff noted opposition, mostly from northern neighbors, over the dog play area, and that a letter from Fuller Law Firm was included in the packet.

Public Testimony:

Mark Fuller, Attorney (Bonneville County resident), for North Park Village Condo Association

- Clarified that the association does not object to the PUD; its primary concern is the dog park and dog wash on the north boundary, directly adjacent to its property, citing noise (including pressure washers), odor, waste, and runoff from artificial pet turf (the ordinance calls for lawn), enclosed by a chain-link fence.
- Cited the ordinance requirements that outdoor activity areas maintain a 50-foot setback from contiguous residential uses and that amenities be located for convenient access to most occupants. He said the dog park is at the far north end, while residents in the south have easy access to Freeman Park.
- Proposed two solutions: eliminate the dog park (only one amenity is required), or swap the community garden and dog park so the dog park is central. In response to a Council question, he said the association has no concern with the setback if a garden is placed there instead.

Paul Brook (North Park Village Resident)

- Has lived in the area for over 35 years; his front door is about 30 feet from the proposed dog park. Raised concerns about odor, waste, noise, and possible discharge into Willow Creek, and shared reports of noise and smell complaints at another dog park and dog wash on Woodruff. Urged the swap and said he would welcome a garden outside his door.

Brad Hutchins (North Park Village Resident)

- A year-round bicycle commuter without a car, he said 15 cars from nearby townhomes were parked on Lakeshore Avenue that evening despite assurances that alley garages would prevent street parking, and that relying on about 16 public-street spaces is a poor plan. Suggested removing a couple of units for more resident parking. As a rotating-shift worker who sleeps during the day, he also opposed the dog park.

Bob (North Park Village Resident; last name not captured)

- Asked how drainage flowing north from the roadway or alley would be handled. The applicant responded that the site plan has been updated so the road now slopes south, with no runoff to the adjacent property.

John Miller (North Park Village Resident)

- Noted the angled north-south road at the west end feeds toward North Park Village parking with no fence, raising concern about cut-through traffic; the applicant and staff confirmed it terminates with curb and gutter and is not a through street.
- Said the prevailing south-southwest wind would carry odors toward North Park, questioned how 25% open space is calculated, and said the existing fence maintained by the HOA is deteriorating (including from weeds), urging that a new privacy fence be required. In response to Council, the HOA president indicated the HOA would be willing to enter into an agreement with the developer to maintain the fence, and the developer said it was willing.

Alexander Crusco (Nearby IF resident)

- Said he loves dogs but works long days (up at 4:45 AM, home at 6:30 PM Monday through Thursday) and is concerned about sleep; supported swapping the amenities and noted other site workers live nearby.

Colby Hatton (IF Resident), Stronger Idaho Falls

- Spoke in support of dense housing with pedestrian access to parks, restaurants, and other amenities, adding that the area was a priority when he bought his first home. Reiterated the group's support for eliminating mandatory parking requirements and allowing non-intrusive businesses in residential zones and gave the group's full support to the project.

Staff response – open space and Council questions:

- Director Sanner explained that open space is everything that is not impervious (gray on the site plan); private streets and sidewalks do not count, the landscape buffer is not counted, and the dog park and community garden do count. The project is right at 25%.
- The applicant said all horizontal construction, including amenities and roadways, would be completed in Phase 1, with only vertical construction phased, and both amenities would be maintained.
- The applicant said the preference would be to remove the dog park rather than swap it, because placing it near the roadway raises its own concerns.
- Staff confirmed stormwater for the whole development would go to an underground infiltration trench along the north boundary (over 200 feet, also sized for the property to the east), essentially a large French drain with perforated pipe, leveled and sodded on the surface; trees could be planted above it.

Council Discussion:

- Several Councilors agreed that a dog park about 30 feet from existing residences is too close, regardless of whether it is open to the public, and that dog parks differ from parks where dogs must be leashed. One Councilor said a well-maintained dog park with proper drainage and pet turf can be less noisy and odorous than people expect, but would not want to live 30 feet from one.
- One Councilor supported removing the dog park and shifting trees further from the fence for a better buffer; another noted the North Park condominiums' garage parking appears to work without noticeable spillover, and that the proposed bulk and scale fit the area given the adjacent park. Another expressed a preference for the community garden (raised beds), was supportive of shifting the buildings five feet to enlarge the north buffer, and sought legal input on whether a dog park fits the code term "amusement centers, outdoors."
- A Councilor observed that residents with a fenced area may let dogs out there regardless and that Idaho has among the highest per-capita dog ownership in the country; the dog wash station was seen as a separate noise concern.
- Legal staff reminded Council that the applicant must have an opportunity for rebuttal. The applicant had no further comments and said he is willing to accommodate Council's direction. The applicant verbally agreed to remove the dog park and to work with the neighboring HOA on a fence, understood as an arrangement between the two parties and not a condition of approval.

Mayor Burtenshaw closed the hearing. Council discussed how to word the motion and agreed to add removal of the dog park as a condition to the PUD and to the RSRCS, rather than recessing to redraft the document.

Motion 1: Approve the Planned Unit Development for Higham Riverfront Townhomes with the addition that the dog park be removed from the plan.

- Moved by: Council President Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards, reflecting the additional point that the dog park be removed from the plan for the Planned Unit Development of Higham Riverfront Townhomes, and give authorization for the Mayor to execute the necessary documents.

- Moved by: Council President Francis
- Second: Councilor Freeman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Radford. Nay: none.
- Motion carries 5-0.

7. Announcements

Mayor Burtenshaw thanked the public for attending and testifying, and the developer and Community Development Services staff, and invited Council announcements.

- Councilors noted upcoming Boo at the Zoo and Trunk or Treat events as great reasons to live in Idaho Falls.
- Councilor Freeman noted that the City grew by approximately six or seven acres that evening.

There being no further business, the meeting adjourned at 8:40 p.m.

/s/ Linda Lundquist
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor

City Council Work Session

680 Park Avenue
Idaho Falls, ID

Monday, October 19, 2026 | **3:00 PM** | **City Council Chambers**

Call to Order and Roll Call

There were present:

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

Also present:

Linda Lundquist, City Clerk
Caitlin Long, CDS Planner
Wade Sanner, CDS Director
Zachary Jones, City Attorney

Mayor Burtenshaw called the meeting to order at 3:03 pm.

2. Agenda

A. **Office of the Mayor**

1. **26-397 Mayor and Council Reports**

Mayor Burtenshaw invited Councilor Francis to begin the reports, concerns, and questions portion of the meeting. The packet for this item included the Idaho Falls Downtown Development Corporation minutes for July and August 2026, the October 6, 2026, Planning and Zoning Commission action report, and the White Cane Safety Awareness Day 2026 proclamation.

Association of Idaho Cities (AIC) and Health Insurance. Council President Francis reported that the AIC board meets next Monday, October 26, and that he serves on that board. He asked whether Council still had an appetite for pursuing legislation that would allow cities to join the State of Idaho insurance pool and whether AIC should be asked to take a formal position. Council members noted that the State plan recently took an increase of roughly 20 percent, which was passed directly to the school districts, and that districts that joined the State plan have no ability to renegotiate or control plan design. Council members expressed continued interest in keeping all options on the table, including a regional approach with neighboring municipalities such as Shelley and Rigby and a possible partnership with Bonneville County and the school district to increase group size.

Self-insurance was discussed. It was noted that Human Resources Director Jones has been working on a sustainability analysis, that the City is near the threshold of having sufficient reserves to self-insure, and that Bonneville County has statutory privileges, including relief

from taxes on its policies, that the City does not have. Council members discussed how stop-gap coverage could limit exposure to high claims, a locally operated self-insured group of approximately 8,000 covered lives that could serve as a model for a municipal pool, and an example presented at AIC of an Ohio city that used legal settlement proceeds to open a city-run clinic. It was noted that a self-insured approach would require the elected officials to commit to steady annual increases of approximately 8 to 8.5 percent in both good and bad years in order to stabilize the plan, and that the work has been turned over to Finance to model. It was also noted that the City and the County each spend approximately $15 million annually on health insurance. Staff indicated that a broader Council conversation will be scheduled.

Council President Francis asked that staff send him a description of the County's statutory privileges so that he can raise the issue with AIC, which has staff who can research it. Councilors also discussed the AIC Legislative Summit in early December, and Council President Francis stated that he cannot attend the Summit but several other Councilors said they were planning to attend.

Police Complex Community Use. Council President Francis shared that a recent *Coffee with a Cop* event was held in the training and community rooms at the new police complex. Deputy Chief Gilbert reported a large turnout, including several local business owners, and Council President Francis commented that it was good to see the space being used as the community gathering place that Council envisioned when it voted to build the complex.

Trunk or Treat. Councilor Radford reported that Council members had a good experience representing the City Council at the Trunk or Treat event.

Electric Motorcycles and Scooters. A Council member reported that work on a City policy for electric motorcycles and scooters is nearing completion and that the committee advising on the topic would prefer to review a City proposal rather than create one. The primary policy questions are what level of electric vehicle should be allowed for youth ages 14 to 18 and at what speed. Current thinking would limit youth to pedal-assist vehicles at speeds of up to 15 to 20 miles per hour, rather than the 40-mile-per-hour models that are being sold locally and online. Council members agreed the draft is close enough to be shared with the advisory committee.

Gem State Housing Alliance Forum. It was reported that Council members attended a housing forum sponsored by the Gem State Housing Alliance, at which Representative Bingham and other state legislators participated. Councilor Radford also attended. The discussion produced good ideas, and Council members look forward to future collaboration with state representatives on housing challenges. The Alliance was scheduled to make a presentation on Tuesday, October 20, which City staff were expected to attend. Mayor Burtenshaw and Council members commented favorably on Representative Bingham's understanding of the challenges facing cities.

Public Works and Citywide Updates. The following updates were provided:

- An agreement has been reached to bring Idaho State University interns into PW.
- The ice rink had a difficult opening weekend due to compressor and coolant leak problems that softened the ice; repairs have been completed and the rink is operating normally. A separate water line leak at the Zoo has also required repairs.
- Curbside leaf collection begins Monday, Oct 26, and runs through Friday, Nov 20. The schedule and map are available at idahofalls.gov. Collected leaves will go to the City's new composting project, and crews will begin north of town and work south.
- The roundabout at Boulevard and Birch is now open.
- A section of road on Rollandet down to Sunnyside behind the Zoo will be closed beginning Monday for water line repairs.
- The 49th South and Holmes project is open to traffic. Council members noted a "road closed" sign at the St. Clair and Holmes intersection that did not appear to be a City sign; staff will look into it.

Councilor Radford noted that he will be traveling with Sister Cities on Thursday and will be absent from the October 22 City Council meeting.

B. **Community Development Services**

1. **26-406 Starter Home Subdivision Code Revision Review**

Planned Unit Development (PUD) Tour. Director Sanner advised Council that PUDs will be discussed again at the November 16 work session. Staff will release a self-guided electronic PUD tour on Tuesday, October 20, and will send the link to the City Clerk for distribution to Council. The tour will also be provided to the Planning Commission. It includes a number of PUDs, including two legacy PUDs (the earliest approved in the 1980s and another from 2004) and three standard developments for comparison. Each stop highlights issues previously raised by Council, such as parking, private streets, amenities, and detention ponds, provides a link to the approved site plan and public hearing minutes, and offers space for comments. Council members were encouraged to visit the sites in person.

Presentation. Director Sanner introduced Caitlin Long, Planner, who presented the proposed starter home subdivision ordinance. Senate Bill 1352 prohibits cities from enacting or enforcing ordinances that ban starter home subdivisions in residential zoning areas, and the City must implement its ordinance by February 1, 2027. Ms. Long reviewed the timeline: the Starter Home Subdivision Committee, which included Council members, Planning Commission members, engineers, developers, and staff, met on August 27 and September 22, 2026; the draft ordinance is on the November 4th Planning Commission agenda; and it is tentatively scheduled for City Council on December 11th. She noted that both the state law and the City's process are new and that adjustments may be needed after the first projects are reviewed. Feedback from the committee centered on parking, lot coverage, attached homes, and density.

Ms. Long reviewed the following key provisions of the draft ordinance, which was included in the Council packet:

- **Applicability.** Starter home subdivisions are a permitted use in all residential zones on parcels of four acres or larger, reduced to two acres in the R2, TN, R3, R3A, RMH, LC, and CC zones.
- **Permitted uses.** Single-unit detached dwellings are required by state law. The draft also allows single-unit attached dwellings, except that in the RE and RP zones only detached dwellings are allowed, to help protect compatibility with those zones. In the CC zone, detached and attached dwellings would be allowed only within a starter home subdivision.
- **Setbacks.** The front setback is 15 feet and the side setback is 5 feet, as provided in state law. The rear setback is proposed at 10 feet rather than 15 feet, reduced to 3 feet where the lot abuts a public or private alley. The 15-foot front utility easement means the home will effectively sit at 16 feet or more from the property line.
- **Lot size.** State law appears to contradict itself on whether 1,500 square feet is a minimum or a maximum, and two legal opinions (one from the Legislative Services Office and one from the Gem State Housing Alliance) interpret it differently. A clarifying amendment is anticipated in 2027. The draft therefore sets no minimum or maximum lot size; lots must be sized to accommodate the required setbacks, and corner lots must accommodate two front setbacks.
- **Lot coverage and density.** Maximum lot coverage is 80 percent, counting only areas under roof (not driveways or patios), and maximum density is 15 units per gross acre or the density of the underlying zone if greater. State law does not address either.
- **Parking.** Two spaces (10 by 20 feet) are required per lot, and tandem parking is allowed on an approved driveway leading to a garage or a stall behind the front setback. If a private alley is included, parking may be reduced to one stall accessed from the alley. State law does not address parking.
- **Accessory structures, height, and approval.** Accessory structures must meet setbacks and count toward lot coverage, and height follows the underlying zone. A starter home subdivision would be approved as a preliminary plat decided by the Planning Commission at a public hearing, preceded by a required neighborhood meeting, and appealable to Council. The project would be identified on the plat and as a separate case type in the City's permitting software.
- **Definitions.** The proposed definition describes a residential subdivision designed for compact home sizes on small lots with frontage on a public street. The word "attainable" was removed because it is difficult to define. The ordinance also includes updated dwelling unit definitions that were previously reviewed by Legal and other departments during the impact fee discussions.

Public street standards would continue to apply, and Public Works driveway standards, including the limit of 50 percent of lot frontage, would still apply.

Council Discussion. Council members raised the following points:

- The terms "attainable" and "compatible" in the state statute are subjective and undefined. Staff and Council discussed whether the City could define attainable (for example, as a percentage of average household income), whether it could use a statement of criteria, and whether doing so would exceed the City's authority; Legal advised that the City likely cannot be more restrictive than state law and that a stricter definition could be challenged. Council also discussed whether the compatibility language provides any basis for denial, and it was noted that the statute requires the use to be permitted in all residential zones.
- Because a starter home subdivision is a permitted use under state law, the City's only opportunity to learn a developer's intent is at annexation and initial zoning, where the City reviews land use and consistency with the Comprehensive Plan rather than the ultimate use. Council expressed concern about a "bait and switch" in which land is annexed as R1 and later platted as a starter home subdivision. Staff noted that the required neighborhood meeting before the preliminary plat application, and the Planning Commission public hearing, would give neighbors an opportunity for input, and that Council would welcome clear communication that this is a state mandate.
- Several Council members discussed parking. One Council member noted that required parking can add $5,000 to $20,000 per home, a figure staff estimated at about $10,000 today, and questioned whether any parking requirement is consistent with the goal of attainable housing. Other Council members, including Mayor Burtenshaw, expressed concern about snow removal, cars parked on public streets blocking emergency access, and driveways limiting snow storage. Staff explained that the draft is a middle ground between standard parking requirements and no requirement, and that tandem parking requests came directly from the development community.
- Council members discussed whether the City could require building elevations or architectural review in residential zones. Staff and Legal indicated this is probably not permitted for a subdivision under the legislation, and the development community has said architectural review slows projects and is subjective. Council asked Legal to determine whether architectural review committees are legally allowed in Idaho residential zones and whether the state legislation affects communities that already have them.
- Council members praised the work of the committee and staff and agreed that the draft carries out the Legislature's intent with additional guardrails. Council members suggested sharing the draft with the Gem State Housing Alliance and AIC, including suggestions for the anticipated 2027 amendment, and noted that other cities are

seeking ways to limit or sidestep the legislation. Staff reported that neighboring Ammon appears to be taking a somewhat different route and may try to restrict density.

- Staff reported that no developers have yet requested pre-development meetings or formally asked about starter home subdivisions.

Council members indicated that the timeline is necessary to meet the February 1, 2027, requirement and that staff should continue moving forward on the schedule presented. Mayor Burtenshaw asked Director Sanner and Ms. Long to work closely with the City's Public Information Officers on messaging and any news releases before the Planning Commission hearing.

2. **Planning and Zoning Commission Recommendations**

Motion: Receive the recommendations from the October 6th, 2026, meeting of the Planning and Zoning Commission pursuant to the Local Land Use Planning Act.

- Moved by: Councilor Francis
- Second: Councilor Radford
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee, Radford. Nay: none.
- Motion carries 6-0.

C. **City Attorney**

1. 26-405 Executive Session – Council will reconvene after the session.

Motion: Move into Executive Session pursuant to Idaho Code 74-206(1)(F) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

- Moved by: Councilor Francis
- Second: Councilor Radford
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee, Radford. Nay: none.
- Motion carries 6-0.

Topic 1: Present: Mayor Burtenshaw, Councilor Francis, Councilor Dingman, Councilor Freman, Councilor Larsen, Councilor Lee, Councilor Radford, Director Turner, and City Attorney Jones.

Start: 4:12 PM
End: 4:43 PM

Topic 2: Present: Mayor Burtenshaw, Councilor Francis, Councilor Dingman, Councilor Freman, Councilor Larsen, Councilor Lee, Councilor Radford, and City Attorney Jones.

Start: 4:44 PM
End: 4:56 PM

2. **26-413 Settlement Agreement for City v. Van Deventers**

Motion: Grant authority to the City Attorney to negotiate an easement settlement with Karen and John Van Deventer, and Council authorizes the Mayor and City Clerk to execute a settlement agreement with Karen and John Van Deventer.

- Moved by: Councilor Francis
- Second: Councilor Dingman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee, Radford. Nay: none.
- Motion carries 6-0.

3. **Announcements**

Mayor Burtenshaw thanked Councilor Radford for representing the City on the Sister Cities trip to Japan, including the gift exchange. Councilor Radford also noted that early voting began today.

There being no further business, the meeting adjourned at 5:01 PM.

/s/ Linda Lundquist_____
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw _____
Lisa Burtenshaw, Mayor

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

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

1. **Mayor Burtenshaw called the meeting to order at 6:32 PM**

Present:

Mayor Lisa Burtenshaw
Council President Jim Francis
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Kirk Larsen
Councilor Brandon Lee

Absent:

Councilor John Radford

Also present:

Wade Sanner, CDS Director
Kerry Hammon, IFDDC Director
Margaret Wimborne, Chief of Staff
Zack Jones, City Attorney
Linda Lundquist, City Clerk

2. **Pledge of Allegiance -** Kerry Hammon led those present in the Pledge of Allegiance.

3. **Staff Responses to Prior Public Comment and Other Updates –** none at this time.

4. **Public Comment**

Mayor Burtenshaw noted that one public hearing was scheduled for the evening (the amendment to Title 11 regarding drinking establishments in the LC zone) and asked that those attending for that item wait until the hearing was open. She explained that Council does not engage in back-and-forth during public comment but listens, and that a City department will follow up.

Colby Hatton (IF Resident), representing Stronger Idaho Falls, spoke about the cost of mandatory off-street parking, citing Donald Shoup's book *The High Cost of Free Parking*. He said off-street parking spaces cost roughly $5,000 each and that, at the national average, the City has about three dedicated parking spaces per resident. He argued that these costs are reflected in higher prices for goods and services, that excessive minimum parking requirements consume valuable downtown land that could be used for businesses, housing, or parks, and that large parking lots make walking and cycling less practical. Hatton said Stronger Idaho Falls encourages code reform to dramatically reduce or eliminate minimum parking requirements Citywide, which he said would encourage smaller, local businesses, better land use, and environmental and financial sustainability.

Shane Dial (Idaho Falls Downtown Merchants Association), spoke about the proposed agreements between the City and the Idaho Falls Downtown Development Corporation (IFDDC) and urged that Council reevaluate signing said agreements and investigate IFDDC and its business practices. He said IFDDC's core purposes are promotion, economic development, organizational governance, and design preservation, and noted a dramatic decline in those activities. He stated that downtown events have dropped from 21 annual events two years ago to seven, three of which are drinking events. He pointed out that the Ladies' Shopping Day and other shopping-day events were eliminated, the event coordinator was let go, and staff were reduced to three people, with one dedicated just to parking. He said IFDDC spends $63,000 a year on flowers and has an approximately $11,000 legal-fee line item that no one can explain. Dial recommended a

full audit of IFDDC and explained that local merchants formed their own association because IFDDC does not consult with them. He cited the Oktoberfest event, where a crystal vendor was set up in front of an existing crystal shop, and no IFDDC event coordinator could be reached to address questions and issues at the event.

Kerry Hammon (Executive Director, IFDDC), distributed a two-page fact sheet about IFDDC's operations. She said IFDDC has had two employees (an executive director and an operations manager) plus a parking ambassador since she began two years ago; a contracted event coordinator position ended in March and she has handled event coordination since, with interviews underway for a replacement. She said IFDDC runs 13 events and programs annually, including two new events this year: a Holiday Showcase and a retail-focused Holiday Shopping Guide. She stated there are active negotiations on City beautification and the budget, and explained that the IFDDC has already released a survey to merchants and property owners, with an events survey in progress. Hammon explained that IFDDC no longer serves alcohol at events, in response to merchant feedback and liability concerns, and instead allows participating businesses to sell it directly. She noted that the Business Improvement District (BID) assessment has increased 18% since 2017 while the cost of living in Idaho Falls has increased 38%.

Matt Jacobsen (IFDDC Board President), said the merchants' concerns deserve consideration and that IFDDC is making changes, including more family-oriented events not centered on drinking, while noting that downtown revitalization and marketing take long-term consistency and that event benefits are not always immediate sales. He said he has reached out personally to Holiday House three times, acknowledged that flowers are currently overpriced and that IFDDC is working to lower the cost. He welcomes IFDDC merchants to engage and offer ideas. He supported renewing the management agreement.

Terri Ireland (IF Resident), said she is a member of both IFDDC and the Merchants Association and that most of the contention is historic. She said there is currently little to no trust between merchants and IFDDC. She asked why the parking management boundaries in Exhibit A (page 274) do not match the Business Improvement District boundaries, and why Section 1.4 states that revenues may be used for public transportation or any city street or public right-of-way rather than downtown specifically. She also relayed that merchants would prefer no events involving downtown street closures.

Cumorah Shuler (IF Resident), a full-time manager at Cannon Skate Shop, said she values community and the idea of downtown Idaho Falls. She urged everyone to remember the purpose of a downtown community and to work together and listen to one another.

5. Consent Agenda

City Clerk Lundquist read the six consent items into the record.

A. **Municipal Services**

1. **26-390** 2026 Third Quarter Impact Fee Report

B. **Public Works**

1. **26-414** Thermoplastics Citywide 2026 – Change Order #1 – $46,490
2. **26-415** Water Inventory Replenishment total $1,247,771: Core & Main $846,665 and Ferguson $401,106

3. **26-416** Annual Purchase of Chlorine and Sodium Bisulfite total $535,622.80: Thatcher $244,862.80 and Adelle Way $290,760

C. **Office of the Mayor**

1. **26-418** September 2026 Licensing through the Office of the City Clerk
   a. 54 New Business Licenses and Permits
   b. 109 Renewed Licenses
   c. 7 New and Renewed Contractor Licenses
2. **26-391** City Council Meeting Minutes (09.09.26 Utility Board; 09.21.26 Work Session; 09.24.26 City Council; 10.05.26 Work Session)

Discussion: Mayor Burtenshaw explained that on item 26-416 the lowest bidder was not selected because the company had priced its bid inaccurately; the City released the company from its bid rather than cause due harm. She also thanked the City Clerk's Office for its extensive customer-service outreach to local businesses on alcohol license renewals, noting that very few businesses were without licenses starting in October.

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

- Moved by: Councilor Dingman
- Second: Councilor Larsen
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee. Nay: none.
- Motion carries 5-0.

6. Regular Agenda

A. **Office of the Mayor**

1. **26-419** IFDDC Parking Program MOU

Presentation/Discussion (COS Wimborne): Chief of Staff Wimborne presented the updated IFDDC Parking Program Memorandum of Understanding (MOU) together with the IFDDC Management Services Agreement, explaining that both agreements have been in place for several years and are renewed annually. The updates focused on general cleanup, streamlining reporting and payment processes, and aligning calendars so that reports to merchants and the Council work better. She thanked Ms. Hammon and Mr. Jacobsen and the IFDDC Board for their work on the agreements.

The IFDDC has managed downtown parking for an annual fee for several years. Changes added more detail in Section 1.4 on the payment schedule, addressed indemnification concerns in Section 1.6, set a specific period for the parking report in Section 1.7, and streamlined reporting requirements that were not being used. Regarding public comment on boundaries and spending, she said those provisions have been part of the agreement for some time and that some lots may not align with the district boundaries. She plans to research the question and follow up with Ms. Ireland. She also noted a change to the agreement (made that afternoon)

directing notices to Municipal Services rather than Community Development Services, as pointed out by Council President Francis.

Council President Francis said downtown parking has been more efficient and equitable since IFDDC took it over from the Police Department and expressed appreciation for IFDDC's work and for collaboration that has made street parking more available to customers. Councilor Ziel-Dingman clarified that the agreement with IFDDC to manage parking does not depend on the BID; the area could be expanded or reduced, and alignment with the BID is not relevant to the agreement. COS Wimborne agreed that it is a separate, standalone agreement, and Council President Francis noted this is why there were two separate agreements and motions.

Motion: Approve the Memorandum of Understanding (MOU) with the Idaho Falls Downtown Development Corporation (IFDDC) to manage downtown parking as the downtown enforcement organization, and authorize the Mayor and City Clerk to execute the necessary documents.

- Moved by: Council President Francis
- Second: Councilor Dingman
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee. Nay: none.
- Motion carries 5-0.

2. **26-420** IFDDC Management Services Agreement

Presentation/Discussion (COS Wimborne): Chief of Staff Wimborne explained that the agreement retains IFDDC to provide management services for the Business Improvement District and has been in place for some time. Updates added clarity and cleanup: Sections 3 and 4 adjusted the timeline for when IFDDC reports to the City and Council and holds its annual meeting (previously reversed); Section 7 clarified language on assessments, collections, and payments, developed with Finance; and Section 9 updated responsibilities for submitting BID assessments to Bonneville County. She noted that Attachment A, referenced in public comment, is a draft and that IFDDC is awaiting additional input from downtown merchants and BID members, particularly regarding the event calendar.

Councilor Freeman said the Council receives conflicting information (some say there are too many events, others too few; some say the flowers are too expensive, others love them), that IFDDC has a great track record, and that downtown has a real sense of community and is better than it has ever been. Council President Francis thanked Ms. Wimborne for her work on the agreements, pointed out that the city's image is its downtown and that IFDDC's work cannot be replaced, and emphasized the need for collaboration. He said that, based on his notes from the most recent Downtown Merchants meeting, all but one of the concerns raised about IFDDC are resolvable, and that Director Hammon is ready to work on them. He expressed strong support for renewing the agreement.

Motion: Approve the agreement with the Idaho Falls Downtown Development Corporation (IFDDC) to provide management services for the Business Improvement District (BID) and authorize the Mayor and City Clerk to execute the necessary documents.

- Moved by: Council President Francis
- Second: Councilor Freeman

- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee. Nay: none.
- Motion carries 5-0.

B. **Community Development Services**

1. **26-408** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Arbor Estates Division No. 1

Presentation/Discussion (Director Sanner): Director Sanner addressed two items raised by Council President Francis. First, the Development Agreement's special condition SC 5.0 (Exhibit A) provided a one-year utility trenching warranty; Idaho Falls Power reached out and the developer agreed to revise the language to a two-year warranty, consistent with current policy. He explained that the one-year language was boilerplate, that the revised agreement will be brought back with the new language, and that the developer will agree to it before the Mayor signs. Public Works and Power are on board with the change.

Second, Director Sanner reviewed the plat for a 70-lot R-1 subdivision northwest of the intersection of Holmes and 65th South. The plat dedicates 50 feet from the centerline along both Holmes and 65th South, consistent with the traffic study and accommodating right-turn lanes and future arterial widening, which is standard Public Works practice. He said the plat is approximately 2.3 lots per acre (about two units per acre); the smallest lot is approximately 8,400 square feet and some are about 21,000 square feet, with one large lot set aside for a religious institution (an LDS church) and another for retention. The Planning and Zoning Commission considered the item on June 2, 2026 (incorrectly stated as June 6th by Director Sanner), with no public comment, and recommended approval unanimously.

Mayor Burtenshaw added that Riddle Way connects to a parcel owned by the school district, which will have no access to 65th South and will access only from that street and potentially from Holmes, because of access management. She said the City continues to reach out to the school district about its long-term plans.

Motion 1: Approve the Development Agreement for the Final Plat for Arbor Estates Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement, with SC 5.0 revised to require a two-year warranty.

- Moved by: Councilor Lee
- Second: Councilor Francis
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee. Nay: none.
- Motion carries 5-0.

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

- Moved by: Councilor Lee
- Second: Councilor Francis
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee. Nay: none.
- Motion carries 5-0.

Motion 3: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Arbor Estates Division No. 1 and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Lee
- Second: Councilor Francis
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee. Nay: none.
- Motion carries 5-0.

2. **26-409** Legislative Public Hearing — Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-2: Allowing Drinking Establishments in LC, Limited Commercial Zones as a Permitted Use

   Presentation/Discussion (Director Sanner): Director Sanner explained that during revisions to the alcohol ordinance, staff learned that standalone drinking establishments are not allowed in the LC zone, although they are allowed in the HC and CC zones and restaurants serving alcohol are allowed in LC. The original reasoning was that LC zones sit adjacent to residential properties, but staff found no reason to continue the restriction. The code change is a single "P" (permitted) in the use table. The Planning and Zoning Commission held a public hearing on September 1, 2026 (per agenda), where no one spoke, and voted unanimously to approve after discussing why standalone establishments were not permitted in LC.

   In response to Councilor Freeman, Director Sanner recalled earlier requests from a cigar lounge and from a bookstore hosting an evening book club that could not serve wine in the LC zone and said he expects those businesses may return. He noted that a liquor license would still be required. Mayor Burtenshaw thanked Council President Francis for identifying the issue.

Public Hearing: No public testimony was given. The hearing was closed.

Motion: Approve the ordinance amending Title 11, Comprehensive Zoning Ordinance, Sections 11-2-2, Allowed Uses in Commercial Zones, to permit drinking establishments as an allowed use in the LC, Limited Commercial Zone, under a suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary.

- Moved by: Councilor Lee
- Second: Councilor Francis
- Vote: Aye: Francis, Dingman, Freeman, Larsen, Lee. Nay: none.
- Motion carries 5-0.

ORDINANCE 3685: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 11, COMPREHENSIVE ZONING CODE, SECTION 11-2-4, TABLE 11-2-2, ALLOWED USES IN COMMERCIAL ZONES TO ALLOW DRINKING ESTABLISHMENTS IN THE LIMITED COMMERCIAL ZONE AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

7. Announcements

- **Mayor Burtenshaw** announced that Councilor Larsen and Councilor Lee are switching liaison assignments: Councilor Larsen will serve on the BMPO and Councilor Lee will serve on the Finance Committee. She notified BMPO so it can update its website, and Director Hagedorn will contact Councilor Lee about the Finance Committee meeting schedule.
- **Council President Francis** announced Crawl-O-Ween, a family-friendly downtown evening event on Saturday starting in the old Farrell's building, featuring historical photographs from the Museum of Idaho and discounts at downtown businesses.

There being no further business, the meeting adjourned at 7:22 PM.

/s/ Linda Lundquist
Linda Lundquist, City Clerk

/s/ Lisa Burtenshaw
Lisa Burtenshaw, Mayor

What your downtown dollar does

A simplified guide for property owners and merchants. **Our mission:** *advancing historic downtown as the regional center for commerce, culture and leisure.*

THE BID IN ONE BREATH

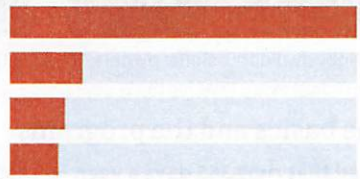
Since 1997, about 215 downtown property owners have pooled a small annual assessment that stays 100% downtown: the Business Improvement District (BID). The BID is managed by Idaho Falls Downtown Development Corporation (IFDDC), a local nonprofit run by a volunteer board of 13 downtown owners and merchants. Property owners vote every 10 years to renew the BID. **The next vote is in 2027.**

WHAT A TYPICAL PARCEL PAYS

About $1 a day

Capped at $2,500 a year, no matter how big the building.

WHAT PARCELS ACTUALLY PAY (2026 ROLL, 213 PAYING PARCELS)



Half of the parcels pay less than **$90 a year**. The largest pays $2,500 a year, under $7 a day. The whole 2026 pool is **$119,064**, and every dollar of it stays inside the downtown district.

WHAT THE BID BUYS, AND WHICH PART OF THE MISSION IT SERVES

DOWNTOWN BRANDING

Flowers, wreaths, clean streets

200+ hanging baskets and pots, 100 holiday wreaths, litter and graffiti removal, snow support. About 65% of the BID budget. Sponsors covered 120 baskets in 2026.

EVENTS AND COMMUNITY

13+ events and programs a year

Paddy's on Park, Tree Lighting & Holiday Market, kids' scavenger hunts, Shop Small Saturday and the new Holiday Showcase, all built to bring people downtown and to your door.

MORE VISITORS AND SHOPPERS

Pooled dollars, district-wide reach

Reader board seen by 21,000+ vehicles a day. Brochure with every business at 50+ locations, Rexburg to Teton Valley. Free web listing. 10,000+ social followers.

BOOSTING BUSINESS

Building and sign grants

$1.15 million in federal façade and sign grants to 100+ downtown properties since 2006; the grant pays 75%, the owner 25%. BID members get priority.

INFRASTRUCTURE IMPROVEMENTS

A full-time voice at City Hall

Monthly meetings with the Council President. Weekly coordination with Idaho Falls Power on the 2026 alley power-line project. Sign code, scooters, D Lot lighting.

MORE VISITORS AND SHOPPERS

Parking run from downtown

The City pays IFDDC to manage and enforce parking downtown, so decisions are made by people who work here. BID dollars do not pay for parking. Time-limited street parking is free for customers.

IN THE WORKS

Wayfinding kiosks

Electronic wayfinding at key sites to guide locals and guests. Sites and grant funding under evaluation.

Civitan Plaza, 2027

Renovation planned with the City, Parks & Rec and the Civitan Club; grants and crowdfunding under way.

Sign code revisions

Negotiating with the City for more advertising options while keeping the historic feel.

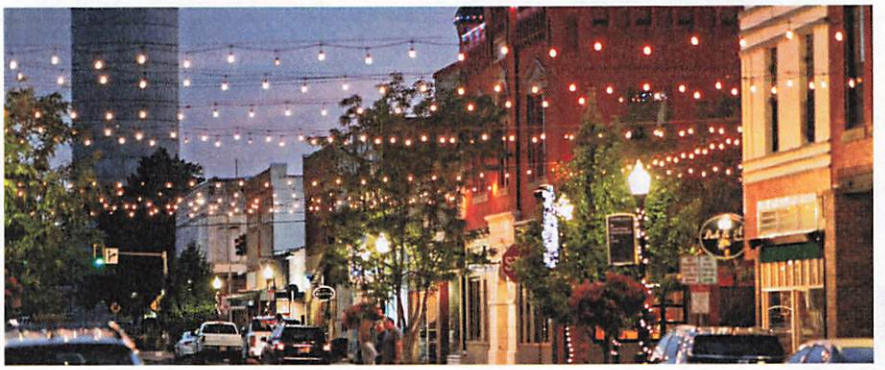
Traffic cabinet art

Eight utility boxes on Broadway and Yellowstone becoming public art; two done, six to go.

Flowers, lights, events: one long-term plan

Downtown wasn't always a destination. Keeping it one is a collaborative long game.

HOW DOWNTOWN CAME BACK



Park Avenue today. Nobody did this alone: owners, the City, the Arts Council and a district organization that showed up every year for thirty years.

1987 Stores leave for the mall, the Paramount goes dark, and West A Street faces a "slum and blight" label.

1997 Owners create the BID and IFDDC to stop the slide.

1998 The Paramount reopens as the Colonial Theater.

2018 $945,000 for the Broadway streetscape.

2021 to 2026 America's #1 Best-Performing Small City three times (Milken Institute).

The case for the basics and the programs

The basics are the ad that runs 365 days a year. Full baskets, clean sidewalks, holiday lights and free parking say this place is cared for before anyone sets foot in a store.

Events are the campaign on top. Events and programs put thousands of people on Park Avenue who learn there's a bookshop, a jeweler and a bakery here. The awareness creates future sales.

Pooled dollars reach further. Closing a street, booking a stage or buying regional TV costs the same whether one business pays or 215 do.

What merchants said, and what changed

"Make it family-friendly." Oktoberfest 2026 ran down Park Avenue to Civitan Plaza with family activities, and the turnout was incredible. That win came from you.

"Too many beer events." Winter, Summer and Spring Brew were cut. Eleven of today's 16 events and programs involve no alcohol, including the Teen Back-to-School Disco, Footloose Falls, the kids' scavenger hunts and the new Holiday Showcase.

"Get people into the stores." Two new 2026 holiday programs, the Holiday Showcase and the Holiday Guide, were built to walk shoppers into BID storefronts.

Not every event or program fits every type of merchant. If one doesn't fit yours, tell us which and why, then tell us what would: a retail weekend, a sidewalk sale, a family afternoon. The best idea for the next one is probably behind your counter.

"Is metered parking coming?"

No. After merchants voiced their concerns in August 2025, IFDDC asked the City to withdraw the proposal, and the City removed it from consideration on August 14, 2025. No proposal exists, and on-street parking is free and time-limited.

"How can my voice be heard?"

Everyone's goal is the same: we all want downtown to excel.

Come to the board meeting. Open to the public, 2nd Tuesday, 9 AM, Idaho Falls Arts Council, 498 A Street, 2nd floor. Agendas are published with the City beforehand, and minutes are on file with the City Clerk. The annual State of Downtown meeting each spring covers budget, goals and results.

Read what goes out. IFDDC emails every downtown business about events, closures and programs; reply to any of them with your input.

Downtown Merchants Association. Independent of IFDDC, 1st Wednesday, 10 AM, 447 Park Avenue, where IFDDC news is shared.

Want it one on one? The Executive Director will meet with you privately, and the President and Vice President will sit down with any owner or merchant. (208) 535-0399 · director@downtownidahofalls.com

THE 2027 VOTE

The BID expires in 2027 unless a majority (50% + 1) of district property owners sign to renew it for 10 more years. Without it, the flowers, wreaths, events and programs, façade and sign grant priority, public art and the full-time advocate end, and so does the regional marketing that only a nonprofit can secure. Downtown-run parking is a separate City contract, but with no one downtown to run it, it would most likely go back to City Hall. Renewal keeps downtown the region's center for commerce, culture and leisure.

Sources: 2026 BID assessment roll · City of Idaho Falls Ord. 3125 · IFDDC 2026 BID Renewal Resource Guide · IFDDC Advocacy Report, Oct. 2026 · downtownidahofalls.com (mission) · City Council, Aug. 14, 2025 · Idaho Falls Magazine, 2012 · Idaho Smart Growth, 2016 · East Idaho News, 2018, 2026 · Post Register, 2023 · Milken Institute, 2021 to 2026 · City Engineering survey, Aug. 2026. Full citations from the IFDDC office.

Memorandum

File #: 26-425 **City Council** RETURN TO AGENDA

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

Title
Resolution to approve intergovernmental agreement to receive donation of Aircraft Rescue and Fire Fighting apparatus from the City of Boise

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

Action(s) Requested:
Approve the resolution approving the intergovernmental agreement for the donation of an Aircraft Rescue and Fire Fighting apparatus from the City of Boise with a fair market value of $430,000.00 and authorize the Mayor and City Clerk to sign the resolution (or take other action deemed appropriate).

Description, Background Information, Purpose:
The Idaho Falls Regional Airport included acquiring an Aircraft Rescue Fire Fighting apparatus in its fiscal year 2027 budget. The City of Boise has declared a 2009 Oshkosh Striker 3000 as surplus property. The apparatus is obligated by Federal Aviation Administration funding requiring the apparatus to be donated to an eligible airport. They offered this to Idaho airports and have agreed to donate it to the Idaho Falls Regional Airport as an eligible recipient. This donation requires no funds to be transferred to the City of Boise. However, the vehicle will be transported at the Idaho Falls Regional Airport's expense, to include any required repairs necessary to place the apparatus into service.

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

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE TRANSFER OF A 2009 OSHKOSH STRIKER 3000 AIRCRAFT RESCUE AND FIRE FIGHTING APPARATUS FROM THE CITY OF BOISE TO THE CITY OF IDAHO FALLS PURSUANT TO IDAHO CODE §§ 67-2322 THROUGH 67-2324 AND AUTHORIZING THE MAYOR, CITY CLERK, AIRPORT DIRECTOR, AND OTHER CITY STAFF TO TAKE NECESSARY IMPLEMENTING ACTIONS;

WHEREAS, the City of Idaho Falls, Idaho ("Idaho Falls"), is a municipal corporation of the State of Idaho that owns and operates the Idaho Falls Regional Airport ("IDA"); and

WHEREAS, the City of Boise, Idaho ("Boise"), is a municipal corporation of the State of Idaho that owns and operates the Boise Airport ("BOI"); and

WHEREAS, Idaho Code § 67-2322 authorizes local units of government, including airports, to convey or transfer real or personal property to any city, with or without consideration, and further provides that such conveyance or transfer may be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the granting unit; and

WHEREAS, Boise, through BOI, owns a 2009 Oshkosh Striker 3000 Aircraft Rescue and Fire Fighting apparatus, Serial Number 113797 (the "Apparatus"), which has a fair market value of Four Hundred Thirty Thousand Dollars ($430,000.00); and

WHEREAS, the Apparatus was acquired by Boise for BOI with federal funds provided through a Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP") grant, AIP Grant No. 3-16-0003-049, and is therefore subject to the FAA grant assurances applicable to that grant (the "Grant Assurances"); and

WHEREAS, Boise has determined that donating the Apparatus to Idaho Falls at no cost is in the best interest of the public; and

WHEREAS, Idaho Falls desires to acquire the Apparatus for use in providing aircraft rescue and firefighting services at IDA, and the City Council of Idaho Falls finds that acquiring the Apparatus will enhance the safety of the traveling public and the airport community at IDA; and

WHEREAS, as a condition of the transfer of a federally funded asset from one airport sponsor to another, Idaho Falls must accept and assume the Grant Assurances associated with the Apparatus, and the FAA prefers that the Apparatus be transferred without cost to another eligible airport and IDA is an eligible airport; and

WHEREAS, Idaho Code § 67-2323 requires that, prior to any such conveyance or transfer, a written agreement be made between the units of government for the conveyance or transfer of the property, and Boise and Idaho Falls have prepared such a written agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Agreement"); and

WHEREAS, because the value of the Apparatus exceeds Ten Thousand Dollars ($10,000.00), Idaho Code § 67-2323 requires that notice of the general terms of the Agreement be published in at least two (2) issues of a newspaper printed or of general circulation in the county or counties in which the respective units of government are located, stating the time and place of the meeting at which each governing body proposes to ratify the Agreement, with the first publication made not less than twelve (12) days, and the last publication made not less than five (5) days, prior to such meeting; and

WHEREAS, notice of the general terms of the Agreement and of the time and place of the meeting for the City Council of Idaho Falls was published in the Post Register, a newspaper of general circulation in Bonneville County, Idaho, on October 30, 2026, and November 6, 2026; and

WHEREAS, Idaho Code § 67-2324 provides that no agreement for the conveyance or transfer of property between units of government shall be valid unless approved, after notice, by a two-thirds (2/3) vote of each governing body; and

WHEREAS, the City Council of Idaho Falls finds that approving the Agreement, accepting the Apparatus, and assuming the associated Grant Assurances are in the best interest of Idaho Falls and the public.

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

Section 1. The foregoing recitals are found to be true and correct and are incorporated into this Resolution as findings of the City Council.

Section 2. The City Council finds that notice of the general terms of the Agreement was given in the manner and within the time required by Idaho Code § 67-2323.

Section 3. Pursuant to Idaho Code §§ 67-2322 through 67-2324, the City Council hereby approves and ratifies the Agreement between the City of Boise and the City of Idaho Falls for the transfer of the Apparatus, attached hereto as Exhibit "A" and authorizes the Mayor and City Clerk to sign the Agreement and all other necessary documents.

Section 4. The Airport Director is hereby authorized to execute any bill of sale, certificate of title, FAA approval or assumption documents, and other instruments necessary to complete the transfer and acceptance of the Apparatus and the Grant Assurances. City staff are authorized and directed to take all further actions reasonably necessary to carry out the intent of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its passage and approval by a vote of not less than two-thirds (2/3) of the City Council, as required by Idaho Code § 67-2324.

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

CITY OF IDAHO FALLS, IDAHO

_____

Lisa M. Burtenshaw, Mayor

ATTEST:

_____

Linda Lundquist, City Clerk

CITY OF BOISE

TRANSFER OF SURPLUS PROPERTY
AND
RELEASE AND ASSUMPTION OF LIABILITY AGREEMENT

This Transfer of Surplus Property and Release and Assumption of Liability Agreement ("Agreement") is entered into by and between the city of Boise City, a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("City") and the City of Idaho Falls, a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("Recipient"), and is made to be effective on the date upon which the last of the Parties has signed and dated the agreement ("Effective Date"). City and Recipient may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

Whereas, the City is the owner of certain surplus property more particularly described herein as the "Property";

Whereas, the City has determined the Property is no longer required by or of use to the City, as the Property's purpose is better served by use of a better, cheaper, or more efficient alternative;

Whereas, the City has determined transferring the Property to the Recipient without compensation is in the best interest of the public; and

Whereas, the Recipient desires to accept the Property subject to the terms, conditions, and disclaimers set forth herein.

Now, therefore, in consideration of the mutual covenants, promises, and considerations set forth herein, the Parties agree as follows:

AGREEMENT

1. **Transfer and Property**. The City hereby grants, conveys, transfers, and donates to Recipient all of the City's right, title, and interest in and to the following described property (the "Property"):

> 2009 Oshkosh Striker 3000 Aircraft Rescue and Firefighting (ARFF) vehicle
> VIN: 10TDKAK119S113797
> Equipment Included: All permanently attached pumps, tanks, and standard operational fixtures currently affixed to the vehicle.

At delivery, City shall execute and deliver to Recipient a bill of sale and a certificate of title.

2. **"As Is, Where Is" Condition.** Recipient acknowledges and agrees that Recipient has inspected, or has been given full and fair opportunity to inspect, the Property to its satisfaction prior to the execution of this Agreement. Recipient acknowledges and agrees that the Property is being transferred and donated on a "AS IS, WHERE IS, WITH ALL FAULTS" basis, as of the date of delivery.

3. **Disclaimers of Warranties.** The City makes no representation or warrant whatsoever, express or implied, with respect to the Property, including without limitation any (a) implied warranty of merchantability or fitness for a particular purpose; (b) mechanical condition, structural integrity, safety compliance, or compliance with the International Fire Code (IFC), National Fire Protection Association (NFPA) standards, Occupational Safety and Health Administration (OSHA) regulations; or (c) remaining useful life of the Property.

4. **Release.** To the maximum extent permitted by law, Recipient hereby releases, acquits, and forever discharges the City, its elected officials, officers, employees, agents, and insurers from any and all claims, demands, liabilities, causes of action, damages, costs, or expenses (including attorney's fees) arising out of or in any way connected with the condition, maintenance, operation, transport, or use of the Property from and after Effective Date. Upon physical delivery of the Property, Recipient assumes all future risk of loss, damage, liability, or injury to persons or property arising from the operation, maintenance, storage, or deployment of the Property.

5. **FAA Grant.** Effective upon delivery of the Property, Recipient, as sponsor of the Idaho Falls Regional Airport, accepts and assumes the Grant Assurances associated with the Property for the remaining useful life of the Property as determined by the FAA. Recipient shall use the Property for airport purposes at the Idaho Falls Regional Airport, shall maintain the Property in good operating condition, shall keep such records regarding the Property as the FAA requires, and shall not sell, transfer, encumber, or otherwise dispose of the Property except as permitted by the Grant Assurances and with any FAA approval that may be required. City shall provide Recipient with copies of the grant agreement, and maintenance and service records for the Property in its possession.

6. **No Joint Venture.** This Agreement does not create a separate legal entity, joint venture, partnership, joint powers agreement, or any other separate legal or administrative entity, and neither Party shall acquire, hold, or dispose of property jointly under this Agreement. Neither Party shall have authority or a right to bind any other Party to any obligation, debt, or undertaking of any kind.

7. **Applicable Law**: The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, excluding that body of law applicable to choice of law. Any action arising from this Agreement shall be brought and maintained solely in the state or federal courts situated in Ada County, Idaho.

8. **Approvals.** By signing below, each Party represents that this Agreement was approved by a two-thirds (2/3) vote of the governing body of that Party at a meeting properly noticed according to Idaho Code § 67-2323.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **Entire Agreement**: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral of written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF BOISE CITY,
a municipal corporation formed and
existing pursuant to Title 50, Idaho Code

By: _____
Lauren McLean
MAYOR

Date: _____

ATTEST: _____
Jamie Heinzerling
CITY CLERK

CITY OF IDAHO FALLS,
a municipal corporation formed and
existing pursuant to Title 50, Idaho Code

By: _____
Lisa Burtenshaw
MAYOR

Date: _____

ATTEST: _____
Linda Lundquist
CITY CLERK

Memorandum

File #: 26-428 **City Council** RETURN TO AGENDA

DATE: Thursday, November 12, 2026
AGENDA: Regular
FROM: Mark Hagedorn, Finance Director
DEPARTMENT: Finance

Title
Approval to Write Off Utility Service Past Due Accounts

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

Action(s) Requested:
Approve the write-off of $133,652.38 in unpaid utility service accounts receivable which have been determined as uncollectible (or take other action deemed appropriate).

Description, Background Information, Purpose:
The proposed write-offs meet the criteria established in the City's Service Delivery Account Write-Off Policy. A total of $117,844.99 is recommended for write-off for utility accounts from calendar year 2021 that are more than five years old. An additional $15,807.39 is recommended for write-off for accounts from calendar years 2022 through 2025 due to bankruptcy proceedings and deceased account holders with no known estate. The total recommended write-off is $133,652.38.

These accounts have been determined to be uncollectible. Upon City Council approval, the balances will be removed from the City's accounts receivable records, and collection efforts on the written-off accounts will be discontinued.

For comparison purposes, the approved recommendation for utility account write-offs in 2025 was $184,950.87.

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

Year	Five-Year Aged without Payment in last 5 Years			
	Bankrupt	Interstate	Other	**Total**
2021	429.38	113,380.13	4,035.48	**117,844.99**
Total	**429.38**	**113,380.13**	**4,035.48**	**117,844.99**

Year	Bankrupt/Deceased Accounts - Previous Year and Prior		
	Bankrupt	Deceased	**Total**
2022	328.47		**328.47**
2023	174.64		**174.64**
2024	368.44		**368.44**
2025	11,513.59	3,422.25	**14,935.84**
Total	**12,385.14**	**3,422.25**	**15,807.39**

Memorandum

File #: 26-460 **City Council** RETURN TO AGENDA

DATE: Tuesday, November 10, 2026 AGENDA: Regular
FROM: Mark Hagedorn, Treasurer and Finance Director DEPARTMENT: Finance

Title
IFPD Vehicle Replacement

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

Action(s) Requested:
Authorize the lease or purchase of up to 18 IFPD vehicles (of which, 2 are funded from impact fees) for a not-to-exceed amount of $1,950,000 (or take other appropriate action).

Description, Background Information, Purpose:
City Council approved the fleet vehicle replacement budget for the Idaho Falls Police Department (IFPD) based on an 8-year replacement cycle, as well as the addition of two fleet vehicles funded from impact fees at $200,000 (10-year replacement cycle).

This item has been reviewed by the Mayor's Office & Finance Departments.

Memorandum

File #: 26-438 **City Council** RETURN TO AGENDA

DATE: Thursday, November 5, 2026
AGENDA: Regular
FROM: Chris Canfield, Public Works Director
DEPARTMENT: Public Works

Title
Development Agreement - Millcreek Metals

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

Action(s) Requested:
Approve a Development Agreement for Millcreek Metals; and authorize the Mayor and City Clerk to sign the documents or take other action deemed appropriate.

Description, Background Information, Purpose:
The Development Agreement with Millcreek Metals supports the Development of property north of the Boone Property development along 15th East (Woodruff) north and West of the recently completed Fire Station #6. This development agreement allows for the construction of the site plan to be per City Standards, addresses the access from 15th East, addresses the construction of the Water line in 15th East and the Sewer connection to the existing Sewer main in 15th East.

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

26-438

DEVELOPMENT AGREEMENT
MILLCREEK METALS

This DEVELOPMENT AGREEMENT FOR MILLCREEK METALS ("AGREEMENT"), made this _____ day of _____, 2026, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY"), and GATEWAY IF, LLC., an Idaho limited liability company, whose mailing address is 3150 West 900 South, Salt Lake City, Utah 84104 ("DEVELOPER").

W I T N E S S E T H:

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

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

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

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

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

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

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

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the

Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

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

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

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

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

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

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

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

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

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

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas,

electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

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

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such

improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

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

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

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the

time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

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

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

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

the extent such is set forth in the Special Conditions. If such reimbursement for the Shared Work is set forth in the Special Conditions, prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of such Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from when all of the following have been completed or received: (1) acceptance of the Subdivision by CITY; (2) delivery of a complete itemized statement to CITY, in a format acceptable to the CITY, setting forth in detail the total amount of the costs for which CITY is responsible; and, if any part of the Subdivision is within the boundaries of an urban renewal district, (3) a sworn statement signed by DEVELOPER, including its successors and assigns, and acknowledged by the Urban Renewal Agency for the City of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency (the "Agency"), that DEVELOPER paid for the costs of the Shared Work and that DEVELOPER and its successors and assigns has not contracted with and will not contract with the Agency for reimbursement of any portion of the costs of the Shared Work and has not received and will not receive reimbursement from the Agency for any portion of the costs of the Shared Work. To the extent DEVELOPER, or its successors and assigns, have contracted or contract in the future with the Agency for reimbursement for any portion of the costs of the Shared Work, the CITY's obligation to reimburse DEVELOPER under this AGREEMENT shall be reduced on a dollar-for-dollar basis. Under no circumstances will the CITY and Agency each reimburse DEVELOPER or any third party for the same costs of the Shared Work. In the event DEVELOPER is reimbursed by CITY for any portion of the costs of the Shared Work that was also reimbursed by the Agency to DEVELOPER or another third-party, the CITY may, in addition to any other legal remedies available under the law, immediately pursue DEVELOPER and require DEVELOPER to repay to CITY any amount that CITY paid DEVELOPER for the costs of the Shared Work that were also reimbursed by Agency and, if CITY prevails, CITY shall be entitled to an award of attorneys fees and costs. DEVELOPER shall indemnify, defend and hold harmless CITY and Agency from claims of any nature that any third party may assert against CITY or Agency for any costs of the Shared Work CITY pays DEVELOPER pursuant to this AGREEMENT and which same costs the third party claims are due from CITY or Agency to the third party.

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

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant

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

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

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

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

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

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

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

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

C. Refuse to accept public ownership and maintenance of public improvements within

any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Linda Lundquist, City Clerk

CITY OF IDAHO FALLS, IDAHO

By _____
Lisa Burtenshaw, Mayor

GATEWAY IF, LLC.

By _____
Mark D. Bond, Authorized Signer

[Notary Page to Follow]

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

STATE OF Utah)
) ss:
County of Salt lake)

On this 27th day of October, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Mark D Boyd, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

Evelyn Brierley
Notary Public of Utah
(Seal) Residing at: Salt lake
My Commission Expires: 6/16/27

EVELYN BRIERLEY
Notary Public, State of Utah
Commission # 731759
My Commission Expires
June 16, 2027

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
MILLCREEK METALS

PARCEL 3 – A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 2 NORTH RANGE 38 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 2; NORTH, RANGE 38 EAST BOISE MERIDIAN; THENCE N00°09'03"E ALONG THE EAST LINE OF
SAID SECTION 8 A DISTANCE OF 1363.68 FEET; THENCE N89°54'22"W 25.00 FEET TO THE
WEST RIGHT-OF-WAY OF 15TH WEST; THENCE ALONG SAID RIGHT-OF-WAY S00°09'03"W
50.00 FEET TO THE TRUE POINT OF BEGINNING.
RUNNING THENCE FROM THE TRUE POINT OF BEGINNING S00°09'03"W ALONG SAID RIGHT-OF-WAY 240.00 FEET; THENCE N89°54'22"W ALONG THE SOUTH BOUNDARY LINE OF
INSTRUMENT NO. 1777172 PARCEL 3 A DISTANCE OF 725.00 FEET; THENCE N00°09'03"E ALONG THE EAST BOUNDARY LINE OF INSTRUMENT NO. 1777172 PARCEL 2 A DISTANCE OF
240.00 FEET; THENCE S89°54'22"E ALONG THE SOUTH BOUNDARY LINE OF INSTRUMENT NO.
1777172 OF PARCEL 1 A DISTANCE OF 725.00 TO THE TRUE POINT OF BEGINNING.

DESCRIPTION CONTAINS 3.994 ACRES, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS

MILLCREEK METALS

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Access to15th East. Access to 15th East shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan. Access to 15th shall be a shared access with the adjacent property to South.

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

S.C. 4.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. DEVELOPER shall provide and honor a warranty/guarantee ensuring construction work and installation is free from any defects in materials, workmanship, earthwork/trench integrity, and new infrastructure for a duration of two (2) years beginning at the time of City's final acceptance. DEVELOPER shall ensure that the trench does not settle, transformer pads or other pedestals remain level, and the finished product meets IFP standards. DEVELOPER will incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 5.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm system shall be constructed as shown on the CITY-approved Site Plan. Maintenance of the storm system shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

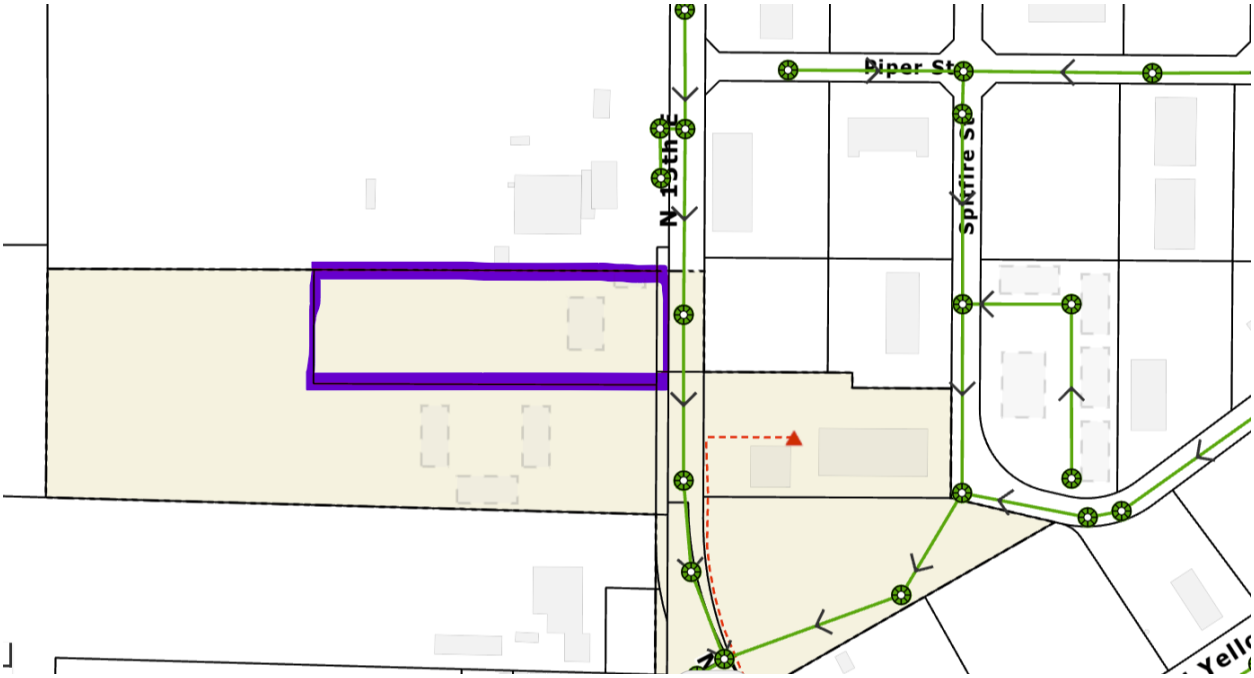
S.C. 6.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct Two Hundred Forty feet (240)' of Twelve-inch (12") water main across

the entire frontage of this development, as shown on the site plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications.. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve-inch (12") main line which exceeds the costs of materials for an Eight-inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

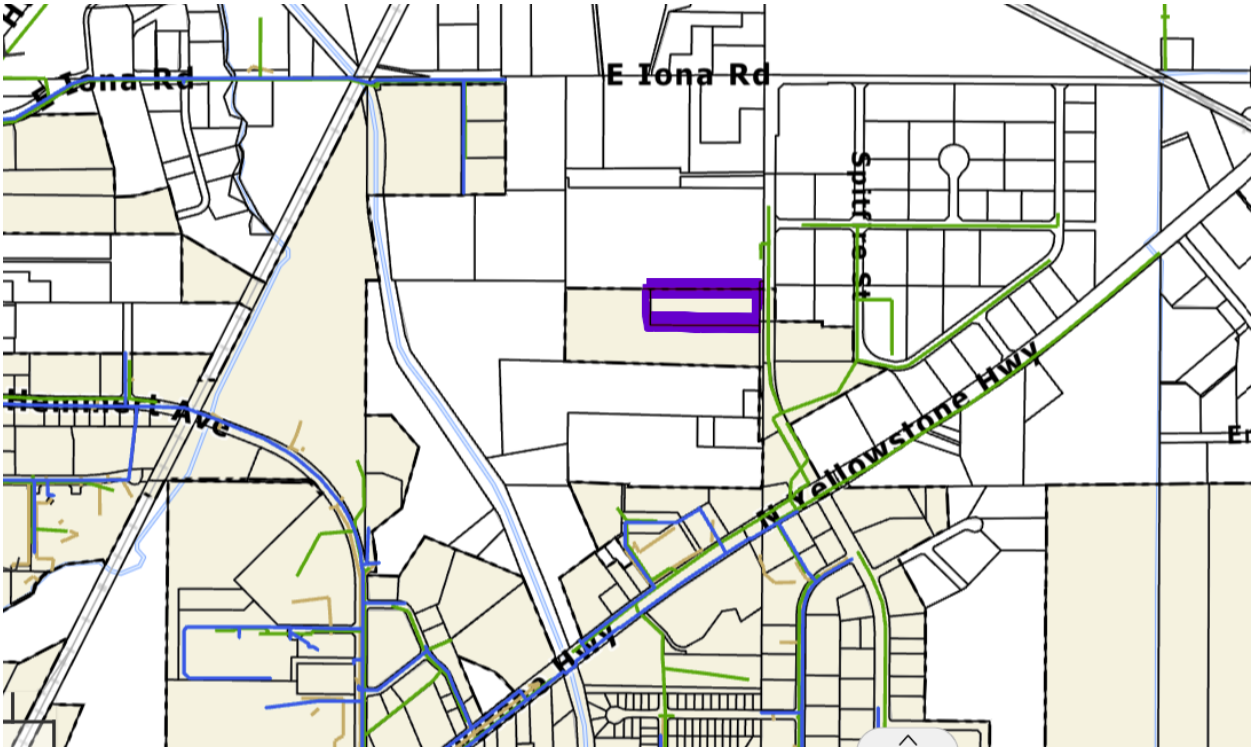
The CITY recognizes that no properties along the east side of 15th East will be allowed to connect to the City water main due to the CITY's Memorandum of Understanding with Falls Water Company and agrees to reimburse DEVELOPER for one half of the cost to install the Twelve-inch (12") water line for the 240 feet, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 7.00 Sewer Main Connection Fee. The City agrees to allow Developer to connect to the sewer previously constructed along the frontage of property in 15th East, subject to Developer's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Seven Thousand Five Hundred Dollars ($7,500; 240 feet; currently at $31.25 per foot). Mainline connection fee costs are subject to adjustment when the CITY fee resolution is adjusted from time to time by City Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-1-23(B) of the City Code, Developer or his heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to the City sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

Mill Creek Metals Development area City Annexation MAP:



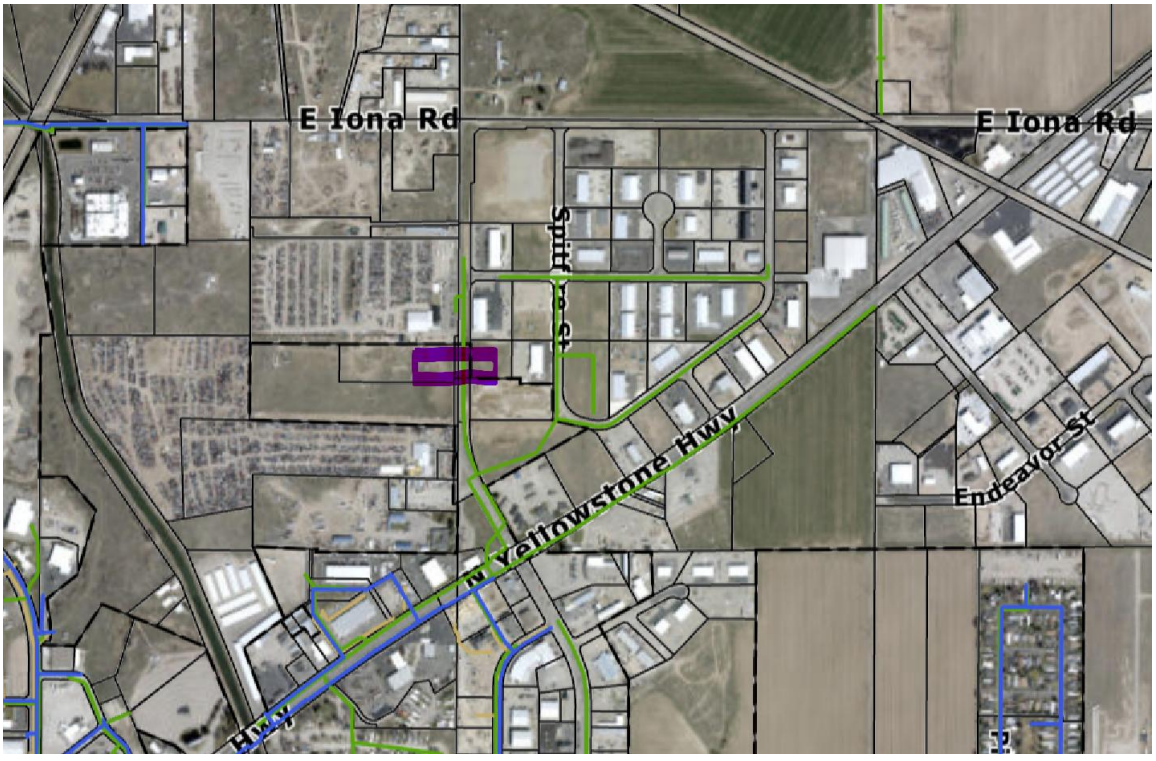
Zoomed out:



Mill Creek Metals Aerial MAP:



Zoomed out:



SITE PLAN FOR:

METRO GROUP IDAHO FALLS

City of Idaho Falls, Idaho

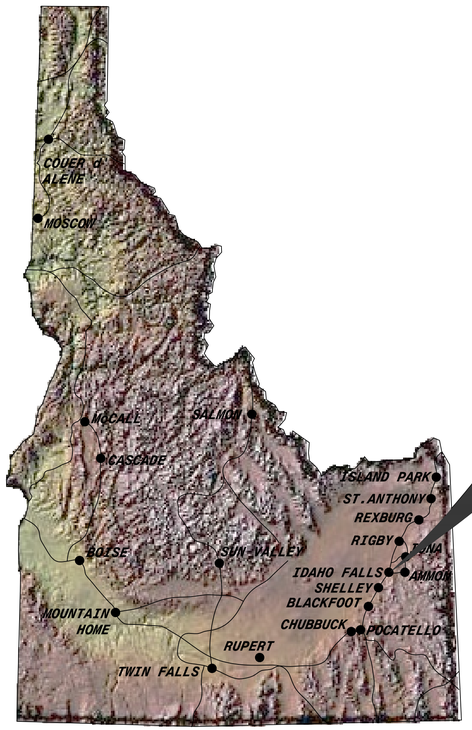
PROJECT No. 25017

SURVEY NOTE:

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

Caden, This project will require DA, fill out application form and send it back to me with the legal description as shown on the plat.

The new easement will need to be in hand, ready to record, prior to Survey's approval of the site plan.

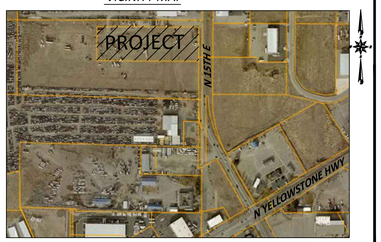




NOTES

1. THE ADDRESS SHALL BE POSTED AND MAINTAINED ON EVERY JOB SITE PRIOR TO AND DURING CONSTRUCTION. **NO ADDRESS = NO INSPECTION.**
2. A **SITE PLAN** INCLUDING A COMPLETED CITY REVIEW BLOCK SHALL BE ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
3. **ANY CHANGES** TO THIS SITE PLAN SHALL BE SUBMITTED TO THE CITY OF IDAHO FALLS COMMUNITY DEVELOPMENT SERVICES DEPARTMENT FOR APPROVAL PRIOR TO CONSTRUCTION.
4. **FAILURE TO COMPLY** WITH THE REQUIREMENTS OF THIS PLAN MAY RESULT IN THE CITY WITHHOLDING BUILDING PERMITS, CERTIFICATES OF OCCUPANCY, WATER OR ELECTRICAL SERVICE.
5. **APPROVAL OF THE CITY ENGINEER** IS REQUIRED FOR ANY PROPOSED CONSTRUCTION WITHIN A PUBLIC RIGHT-OF-WAY OR EASEMENT AND SHALL BE IN ACCORDANCE WITH THE **CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS** .
6. A **CITY OF IDAHO FALLS PUBLIC WORKS LICENSE** IS REQUIRED FOR ANY CONTRACTOR WORKING IN A PUBLIC RIGHT-OF-WAY OR EASEMENT.
7. A **PUBLIC RIGHT-OF-WAY USE PERMIT** IS REQUIRED FOR ANY WORK IN ANY PUBLIC RIGHT-OF-WAY OR EASEMENT. THE CITY ENGINEERING DIVISION MUST BE NOTIFIED AT LEAST TWO (2) DAYS PRIOR TO ANY EXCAVATION UNDER THIS PERMIT (208-612-8250).
8. **PLACING CONCRETE** WITHIN THE PUBLIC RIGHT-OF-WAY REQUIRES INSPECTION AND APPROVAL BY THE CITY ENGINEERING DIVISION. THE DIVISION SHALL BE NOTIFIED AT LEAST FOUR (4) HOURS PRIOR TO PLACING (208-612-8250).
9. ALL **DRIVEWAY APPROACHES** SHALL BE CONCRETE AND MEET THE REQUIREMENTS OF THE CURRENT CITY OF IDAHO FALLS STANDARD SPECIFICATIONS AND DRAWINGS. ALL DRIVEWAYS AND PARKING AREAS SHALL BE HARD SURFACE.
10. **REPLACE** ALL BROKEN OR POOR QUALITY CURB, GUTTER, AND SIDEWALK.
11. **REMOVE** ALL UNUSED DRIVEWAY APPROACHES AND REPLACE WITH STANDARD FULL HEIGHT CURB, GUTTER AND SIDEWALK.
12. A LICENSED IDAHO PROFESSIONAL ENGINEER SHALL INSPECT, CERTIFY TO CITY STANDARDS, AND PREPARE "AS-BUILT" DRAWINGS FOR ALL **WATER, SANITARY SEWER AND STORM SEWER MAIN LINES**.
13. ALL **WATER SERVICE LINES** LESS THAN FOUR (4) INCHES AND **SANITARY SERVICE LINES** LESS THAN EIGHT (8) INCHES SHALL BE INSPECTED BY THE CITY WASTEWATER DIVISION PRIOR TO BACKFILLING (208-612-8108). ALL 4" AND LARGER TAPS TO EXISTING CITY WATER MAINS SHALL BE INSPECTED BY THE CITY WATER DIVISION (208-612-8471) PRIOR TO BACKFILLING. VERIFICATION OF A PASSING BACTERIA TEST FOR THE INSTALLATION OF ALL NEW WATER MAINS 4" AND LARGER IN DIAMETER MUST BE SUBMITTED TO THE CITY ENGINEERING DIVISION PRIOR TO PLACING MAINS INTO SERVICE.
14. PURSUANT TO IDAPA 58.01.08, ALL NEW CONSTRUCTION SHALL INSTALL PROVISIONS FOR A WATER METER TO CAPTURE DOMESTIC AND LANDSCAPE IRRIGATION USES. PROVISIONS SHALL BE INSTALLED PER CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS - DRAWINGS IF-401A THROUGH IF-401F. WATER METERS ARE REQUIRED ON ALL NON-RESIDENTIAL CONSTRUCTION AS WELL AS COMMON LANDSCAPED AREAS. RESIDENTIAL CONSTRUCTION MUST INSTALL AN IDLER IN PLACE OF WATER METER. METERS OR IDLERS MUST BE ON APPROVED MATERIAL LIST AND MAY BE PURCHASED FROM THE WATER DIVISION WAREHOUSE (208-612-8474).
15. **FIRE FLOW** AND **ACCESS ROAD REQUIREMENTS FOR COMMERCIAL BUILDINGS** ARE BASED ON BUILDING CONSTRUCTION TYPE, HEIGHT, AND TOTAL SQUARE FOOTAGE OF ALL FLOORS. THIS INFORMATION MUST BE PROVIDED ON THE SITE PLAN.
16. **PRIVATE FIRE SERVICE WATER MAINS** SHALL BE INSTALLED BY A CITY LICENSED FIRE SPRINKLER CONTRACTOR. FIRE SERVICE MAINS MUST BE TESTED AND APPROVED BY THE FIRE MARSHAL PRIOR TO BACKFILLING.
17. ALL **ELECTRICAL FACILITIES**, INCLUDING NEW SERVICES OR THE RELOCATING OF EXISTING, SHALL BE IN ACCORDANCE WITH THE CURRENT IDAHO FALLS POWER SERVICE POLICY. SERVICE POLICY AVAILABLE AT I.F.P. OFFICE OR I.F.P. WEBSITE. THE DEVELOPER MUST SUBMIT TWO (2) COPIES OF THESE PLANS DIRECTLY TO IDAHO FALLS POWER FOR THE DESIGN AND/OR APPROVAL OF ELECTRIC SERVICE. CONTACT IDAHO FALLS POWER PRIOR TO CONSTRUCTION OF ELECTRICAL FACILITIES (612-8430).
18. ALL SINGLE-FAMILY ATTACHED DWELLINGS SHALL HAVE SEPARATE ELECTRICAL, WATER, AND SEWER SERVICE LINES WITHOUT ANY COMMON FACILITIES.
19. APPROPRIATE EROSION AND SEDIMENT CONTROL REQUIREMENTS ASSOCIATED WITH CONSTRUCTION SHALL BE SHOWN ON THE SITE PLAN OR A SEPARATE ATTACHED PLAN.
20. IN COMPLIANCE WITH IDAHO CODE § 55-1613 A FIELD SEARCH AND LOCATION SURVEY HAS BEEN CONDUCTED UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR PRIOR TO THIS PROJECT'S CONSTRUCTION.
21. CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE IN COMPLIANCE WITH CITY OF IDAHO FALLS TRAFFIC CONTROL POLICY.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 8/2025

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

PARCEL 3 OF RECORD OF SURVEY INSTRUMENT NO. 1777172, BEING LOCATED IN THE EAST HALF OF SECTION 8 TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO.

PROFESSIONAL ENGINEER LICENSED 20115 09/24/26 STATE OF IDAHO CADEN J. FUHRIMAN

SITE PLAN CONTACT PERSON

NAME CADEN FUHRIMAN
ADDRESS 1331 FREMONT AVE, IDAHO FALLS ZIP 83402
PHONE 208-542-2665

Designed By:

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

ENGINEERING DEPT.
WATER CONNECTIONS _____ SIZE/EACH
WATER CONNECTIONS _____ SIZE/EACH
IRRIGATION CONNECTIONS _____ SIZE/EACH
SEWER CONNECTIONS _____ EACH

ENGINEERING DEPT.
SEWER FRONT FRONTAGE 0 FT.
WATER FRONT FRONTAGE 0 FT.

SITE PLAN NAME AND ADDRESS (See Note #1)

METRO GROUP IDAHO FALLS
SITE PLAN

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
25017	J.F	9/24/26	1 of 9
SCALE: N/A	CHECKED BY: C.F	REVIEW NO.: ----	

File Location: \\ere-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\3.0 design\3.3 civil\3.3.3 final\25017 cover.dwg
Plotted By: jalen
Date Plotted: Thursday, September 24 2026 at 02:54 PM

GENERAL NOTES:

1. UNLESS OTHERWISE SHOWN ON THESE PLANS ALL WORK IS TO BE PERFORMED IN ACCORDANCE TO CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO MAINTAIN A COMPLETE COPY ON SITE AT ALL TIMES.
2. ALL DISTANCES AND DATA SHALL BE CHECKED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. IN CASE OF CONFLICT THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY SO THAT CLARIFICATION MAY BE MADE PRIOR TO THE START OF WORK.
3. BASIS OF BEARINGS ARE 2004 CITY GRID.
4. ELEVATIONS SHOWN ARE NAVD 88 DATUM TO FINISHED SURFACE OR PIPE INVERT UNLESS OTHERWISE NOTED.
5. GENERAL LOCATIONS AND SIZES OF UTILITIES ARE SHOWN ON THE PLANS. THEY ARE TO BE USED FOR GENERAL INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATIONS OF ANY UTILITIES. IT SHALL ALSO BE THE CONTRACTORS RESPONSIBILITY TO HAVE THE APPROPRIATE UTILITY COMPANY FIELD-LOCATE ANY UTILITY INSTALLATIONS WHICH MIGHT BE AFFECTED BY CONSTRUCTION PRIOR TO BEGINNING WORK IN THAT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICE OF EXISTING UTILITIES AND FOR RESTORING ANY UTILITIES DAMAGED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SOURCES FOR GRANULAR MATERIAL, DISPOSAL SITES, AND ANY ADDITIONAL MATERIAL THAT MAY BE NECESSARY FOR PROPER CONSTRUCTION OF THIS PROJECT.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ARRANGEMENTS FOR WATER REQUIRED FOR TESTING, COMPACTION AND DUST CONTROL MEASURES.
8. ROCK EXCAVATION MAY BE ENCOUNTERED DURING UTILITY CONSTRUCTION. EVERY EFFORT WAS MADE TO REDUCE UTILITY DEPTH WHILE STILL MEETING REGULATORY REQUIREMENTS. FOR BIDDING PURPOSES CONTACT OWNER FOR TEST HOLE DEPTH OF ROCK.
9. LITTLE DEMOLITION IS REQUIRED ON THIS PROJECT PRIOR TO JOB START. CONTRACTOR/BIDDER TO WALK JOB AND IDENTIFY MINOR DEMOLITION WORK PRIOR TO BIDDING.
10. ALL UTILITY MAIN LINES (WATER, SANITARY SEWER AND STORM DRAINAGE) WITHIN PUBLIC STREETS WILL BE OWNED AND MAINTAINED BY THE CITY AND CONSTRUCTED TO CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS; INSPECTED AND CERTIFIED BY AN ENGINEER, LICENSED IN THE STATE OF IDAHO; AND HAVE "AS-BUILT" DRAWINGS PROVIDED TO THE CITY ENGINEER. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PLAN MAY RESULT IN THE CITY'S WITHHOLDING OF BUILDING PERMITS, CERTIFICATE OF OCCUPANCY, AND WATER OR ELECTRICAL SERVICE.
11. LANDSCAPING SIGNS NOT TO EXCEED 3 FEET IN HEIGHT IN THE CLEAR SIGHT TRIANGLE.
12. ALL FRONTAGE EASEMENTS SHALL BE 15 FEET FROM BACK OF SIDEWALK UNLESS NOTED OTHERWISE.
13. ALL PEDESTRIAN RAMPS SHALL BE IN COMPLIANCE WITH THE CURRENT ADA GUIDELINES. TRUNCATED DOMES SHALL MATCH RAMP WIDTH AND SHALL BE CAST IRON.
14. ALL CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL FOLLOW THE CITY OF IDAHO FALLS TRAFFIC CONTROL POLICY. THE POLICY AVAILABLE ON THE CITY WEBSITE AT: https://www.idahofallsidaho.gov/352/design-construction-standards

WATER NOTES:

1. ALL WATER MAINS, SERVICES, AND ALL APPURTENANCES SHALL MEET CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS. THIS SHALL INCLUDE ALL MATERIALS, LABOR, AND INSTALLATION INCLUDING VERTICAL AND HORIZONTAL SEPARATION DISTANCES AND SLOPE REQUIREMENTS.
2. ALL WATER MAIN LINE SHALL BE CLASS 50 DUCTILE IRON MEETING AWWA C-151.
3. MINIMUM COVER OVER ALL WATER LINES SHALL BE 6 FEET.
4. WATER LINE SHALL HAVE A MINIMUM SEPARATION DISTANCE OF TEN (10) FEET FROM ANY SANITARY SEWER, PRESSURIZED IRRIGATION OR STORM SEWER MEASURED FROM THE OUTSIDE OF EACH PIPE AS OUTLINED IN THE ISPWC 2020 STANDARD DRAWING SD-407. CROSS AT APPROXIMATELY RIGHT ANGLES WITH FULL PIPE SECTIONS AND MINIMUM OF 1.5 FEET OF VERTICAL SEPARATION.
5. THRUST BLOCKS SHALL BE PLACED AT ALL DIRECTION CHANGES FOR PRESSURE PIPE.
6. FIRE HYDRANTS SHALL HAVE TWO 2-1/2" DIAMETER HOSE NOZZLES AND ONE 4-1/2" DIAMETER HOSE NOZZLE PER CITY STANDARDS.
7. WATER AND SEWER SERVICE LINES ARE SHOWN AT APPROXIMATE LOCATIONS. CONTRACTOR TO CONTACT DIG LINE PRIOR TO ALL EXCAVATION AND FIELD VERIFY LOCATION AND WITH ARCHITECTURAL DRAWINGS (IF APPLICABLE) FOR ANY ADDITIONAL SERVICES REQUIRED.
8. IT IS THE RESPONSIBILITY OF THE OWNER TO PROVIDE AND INSTALL ALL REQUIRED BACKFLOW PREVENTION DEVICES ON WATER SERVICES.
9. ALL WATER MAINS AND APPURTENANCES SHALL BE TESTED FOR PRESSURE, LEAKAGE, AND BACTERIA MEETING CITY AND AWWA STANDARDS AND SHALL BE CLEANED AND DISINFECTED PRIOR TO ACCEPTANCE BY THE CITY FOR DOMESTIC USE. TESTING AND DISINFECTION OF WATER MAINS AND APPURTENANCES SHALL BE IN ACCORDANCE WITH AWWA C651 STANDARDS. AWWA STANDARDS REQUIRE EACH STREET TO BE TESTED INDIVIDUALLY FOR PRESSURE, LEAKAGE, AND BACTERIA.
10. SEE LANDSCAPE PLANS PROVIDED BY DEVELOPERS LANDSCAPER FOR COMPLETE LANDSCAPE AND IRRIGATION DESIGN. THIS SHALL INCLUDE IRRIGATION WATER SIZE, ALL APPURTENANCES, AND SLEEVES REQUIRED TO EACH LANDSCAPED AREA.

SIGNAGE NOTES:

1. ALL TRAFFIC SIGNAGE SHALL BE DESIGNED, CONSTRUCTED AND PLACED IN ACCORDANCE WITH THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) WITH THE FOLLOWING EXCEPTIONS:
2. ALL STOP AND YIELD SIGNS USED IN ANY SUBDIVISION SHALL BE A MINIMUM 30"X 30". ENGINEER GRADE SHEETING SHALL NOT BE ALLOWED.
3. ALL ROAD NAME AND STREET SIGNS SHALL HAVE A MINIMUM 4" LEGEND. BOTH BACKGROUND AND LEGEND SHALL BE REFLECTIVE STANDARD COLORS WITH WHITE LEGEND AND GREEN BACKGROUND EXCEPT PRIVATE ROADS, WHICH WILL HAVE A BLUE BACKGROUND.
4. SUBSTRATE MATERIAL SHALL BE ALUMINUM; NO FIBERGLASS OR PLASTIC WILL BE ACCEPTED.
5. THE MINIMUM SIZE FOR SPEED LIMIT SIGNS SHALL BE 24"W X 30"L WITH BLACK LEGEND ON WHITE BACKGROUND.
6. POSTS SHALL BE METAL AND SHALL BE ANCHORED WITH A "SOIL TYPE" ANCHOR. NO CONCRETE SHALL BE USED AS AN ANCHOR. POSTS SHALL BE 2"X 2" SQUARE AND SHALL MEET BREAK-A-WAY STANDARDS OF THE STATE OF IDAHO. NO U-CHANNEL SHALL BE USED.
7. THE MINIMUM HEIGHT OF SIGNS SHALL BE 6' FROM THE ROAD SURFACE TO THE BOTTOM OF THE SIGN.
8. MAINTENANCE OF ALL STREET AND TRAFFIC SIGNS WILL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL THE STREETS ARE OFFICIALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF IDAHO FALLS.

PRESSURIZED IRRIGATION (PI) NOTES:

1. PI SYSTEM COMPONENTS AND INSTALLATION SHALL CONFORM TO THE MUNICIPAL PRESSURIZED IRRIGATION SYSTEM STANDARDS FOR THE CITY OF IDAHO FALLS.
2. PI MAINS SHALL BE DR 11, DUCTILE IRON PIPE SIZE (DIPS) HIGH-DENSITY POLYETHYLENE (HDPE) PIPE, BLACK IN COLOR WITH PURPLE STRIPING, CENTER PI MAINS 18" BEHIND BACK OF CURB AND INSTALL WITH COVER RANGING BETWEEN 2 AND 3 FEET, GENERALLY FOLLOWING THE SLOPE OF THE CURB & GUTTER.
3. INSTALL PI DRAINS PER CITY OF STANDARDS AT ALL LOW POINTS, CONNECTING DRAIN TO STORM DRAIN SYSTEM AS INDICATED FOR GRAVITY DRAINAGE.
4. INSTALL PI AIR RELEASE VALVES PER CITY OF STANDARDS AT ALL HIGH POINTS AS INDICATED IN THE DRAWINGS.
5. PI SERVICE LINES UP TO 2" IN DIAMETER SHALL BE 250 PSI CTS POLYETHYLENE PIPE, PURPLE IN COLOR.
6. PI PUMP STATIONS SHALL BE DESIGNED AND INSTALLATION PER THE CURRENT "CITY OF IDAHO FALLS PRESSURIZED IRRIGATION PUMP STATION SPECIFICATIONS" AND "CITY OF IDAHO FALLS PRESSURIZED IRRIGATION PUMP STATION DESIGN GUIDELINES." STATIONS SHALL BE DESIGNED TO PROVIDE A MAXIMUM FLOW OF 8.97 GPM PER GROSS DEVELOPMENT ACREAGE FOR ENTIRE SUBDIVISION/DEVELOPMENT AT BUILD-ON.
7. ALL WORK WITHIN IRRIGATION DISTRICT PROPERTY OR EASEMENTS SHALL BE APPROVED BY THE IRRIGATION DISTRICT PRIOR TO CONSTRUCTION.

PROJECT CONTACTS:

CITY ENGINEER	JON KNOWLES	(208) 612-8258
POWER	GRANT CAMPBELL	(208) 612-8336
SEWER	CARL UTTER	(208) 612-8108
WATER	DAVID RICHARDS	(208) 612-8471
PROJECT MANAGER	JALEN FUHRIMAN	(208) 542-2665 OFFICE
PROJECT ENGINEER	CADEN FURHIMAN	(208) 542-2665
IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)	CARLIN FEISTHAMEL, PE	(208) 528-2650
DIGLINE (CALL BEFORE YOU DIG)		811 or (800) 342-1585

SANITARY SEWER NOTES:

1. ALL SEWER MAIN AND SERVICES SHALL MEET CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS. THIS SHALL INCLUDE ALL MATERIALS, LABOR, AND INSTALLATION INCLUDING VERTICAL AND HORIZONTAL SEPARATION DISTANCES AND SLOPE REQUIREMENTS.
2. SEPARATION REQUIREMENTS: WATER LINE SHALL HAVE A MINIMUM SEPARATION DISTANCE OF TEN (10) FEET FROM ANY SANITARY SEWER OR STORM SEWER MEASURED FROM THE OUTSIDE OF EACH PIPE AS OUTLINED IN THE ISPWC 2020 STANDARD DRAWING SD-407, CROSS AT APPROXIMATELY RIGHT ANGLES WITH FULL PIPE SECTIONS, AND MINIMUM OF 1.5 FEET OF VERTICAL SEPARATION.
3. CONTRACTOR SHALL PERFORM TESTING AND CLEANING OF SEWER MAINS MEETING CITY STANDARDS.

STORM SEWER NOTES:

1. ALL STORM SEWER SHALL MEET CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS. THIS SHALL INCLUDE ALL MATERIALS, LABOR, AND INSTALLATION INCLUDING VERTICAL AND HORIZONTAL SEPARATION DISTANCES AND SLOPE REQUIREMENTS.
2. SEPARATION REQUIREMENTS: WATER LINE SHALL HAVE A MINIMUM SEPARATION DISTANCE OF TEN (10) FEET FROM ANY SANITARY SEWER OR STORM SEWER MEASURED FROM THE OUTSIDE OF EACH PIPE AS OUTLINED IN THE ISPWC 2020 STANDARD DRAWING SD-407, CROSS AT APPROXIMATELY RIGHT ANGLES WITH FULL PIPE SECTIONS, AND MINIMUM OF 1.5 FEET OF VERTICAL SEPARATION.
3. STORM DRAIN PIPE SHALL MEET ONE OF THE FOLLOWING: PVC SDR 26 MEETING THE REQUIREMENTS OF ASTM D 3034 FOR DIAMETERS 18" OR LESS, ASTM F 679 FOR DIAMETERS 18" OR GREATER, PVC RIBBED PIPE MEETING THE REQUIREMENTS OF ASTM F 794 MEETING THE CURRENT CITY OF IDAHO FALLS STANDARD SPECIFICATIONS AND DRAWINGS.
4. CONTRACTOR SHALL PERFORM TESTING AND CLEANING OF SEWER MAINS MEETING CITY STANDARDS.

FIRE DEPARTMENT NOTES:

1. TURNING RADIUS (CUL-DE-SACS/HAMMERHEADS) SHALL MEET IFC D103.4. DEAD ENDS SHALL REQUIRE A 96' DIAMETER CUL-DE-SAC FOR TURNING EMERGENCY VEHICLES. THE CUL-DE-SAC DESIGN FOR THIS SUBDIVISION IS DESIGNED WITH A 98' DIAMETER TURNAROUND FROM BACK OF CURBS (96' TURNING WIDTH).
2. FIRE CODE SIGNAGE SHALL BE DETERMINED BY THE FIRE CODE OFFICIAL. WHEN REQUIRED, SIGNS MEETING IFC D103.6 SHALL BE INSTALLED (REQUIRED UPON OFFICIAL OR WHEN STREETS COMING INTO DEAD ENDS ARE LESS THAN 26' IN WIDTH AND THE TURNING RADIUS DOES NOT MEET 96' DIAMETER).
3. THE FIRE SPRINKLER UNDERGROUND WATER SUPPLY SHALL NOT BE INSTALLED WITHOUT FIRST OBTAINING A FIRE CODE CONSTRUCTION PERMIT FROM THE IDAHO FALLS FIRE DEPARTMENT FIRE PREVENTION DIVISION. A FULL DESIGN AND MATERIAL SUBMITTAL IS REQUIRED FOR FIRE CODE REVIEW. ONLY A LICENSED FIRE SPRINKLER CONTRACTOR MAY APPLY FOR THE REQUIRED PERMIT. INSTALLATION SHALL NOT BEGIN UNTIL THE IDAHO STATE FIRE MARSHAL APPROVES AND STAMPS PLANS OR GIVES WRITTEN PERMISSION TO ADVANCE ON THE PROJECT. ALL SUBMITTAL DOCUMENTS AND THE STATE FIRE MARSHAL APPROVAL MUST BE RECEIVED BY THE FIRE PREVENTION DIVISION OF THE IDAHO FALLS FIRE DEPARTMENT BEFORE WORK BEGINS. THE FIRE SPRINKLER UNDERGROUND WATER SUPPLY MUST MEET THE REQUIREMENTS OF NFPA 24 AND PASS ALL INSPECTION POINTS. ALL JOINTS, CONNECTIONS, AND RESTRAINTS MUST BE INSPECTED PRIOR TO COVERING. DEPTH OF COVER SHALL BE A MINIMUM OF 6 FEET FROM TOP OF PIPE TO FINISHED GRADE.

IDAHO FALLS POWER ELECTRICAL NOTES:

1. ALL NEW ELECTRICAL FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT IDAHO FALLS POWER SERVICE POLICY. COORDINATE ALL ELECTRICAL CONSTRUCTION WITH IDAHO FALLS POWER.
2. PRIMARY SECTIONALIZING CABINETS, TRANSFORMER GROUND SLEEVES, SECONDARY PEDESTALS, FIBER BOXES, AND GROUND RODS SHALL BE PROVIDED BY IFP, BUT SHALL BE PICKED UP AT THE IFP WAREHOUSE AND/OR WEST SIDE YARD AND INSTALLED BY THE CONTRACTOR.
3. ALL PVC ELECTRIC CONDUITS SHALL BE PVC SCHEDULE 40 (SEE NOTE 5 AND 6 FOR EXCEPTIONS). ALL ELBOWS SHALL BE PVC SCHEDULE 40 LARGE RADIUS SWEEP (36") OR AS OTHERWISE SPECIFIED BY IFP (SEE NOTE 5 AND 6 FOR EXCEPTIONS). RGS CONDUIT MUST BE USED AT RISER POLES. CONDUITS MUST BE CAPPED AND LABELED TO IDENTIFY ROUTING.
4. THE MINIMUM POWER TRENCH SHALL HAVE A MINIMUM DEPTH OF FIFTY-FOUR INCHES (54") AND MAXIMUM DEPTH OF SIXTY INCHES (60") BELOW FINISH GRADE (CONDUIT TO BE INSTALLED 48" BELOW FINISH GRADE). INCLUDING 6" OF SAND BEDDING BELOW AND ABOVE TOP OF CONDUITS. MINIMUM TRENCH WIDTH SHALL BE TWENTY-FOUR INCHES (24"), UNLESS OTHERWISE NOTED. ALL PRIMARY CONDUITS MUST HAVE A MINIMUM OF ONE (1) FOOT SEPARATION BETWEEN OTHER CONDUITS IN TRENCH. BOTTOM OF TRENCHES MUST BE LEVEL FOR CONDUIT INSTALLATION. ALL TRENCHES AND CONDUITS (INCLUDING ROAD CROSSINGS) MUST BE INSPECTED BY IDAHO FALLS POWER PRIOR TO BACK-FILLING. BACKFILL AND COMPACT ALL TRENCHES TO A MINIMUM OF 95% OF MAX DENSITY. (SECONDARY CONDUITS CAN BE REDUCED TO 30" OF COVER)
5. MINIMUM CONDUIT DEPTH CAN BE REDUCED TO EIGHTEEN INCHES (18") OF COVER BELOW FINAL GRADE THROUGH BASALT OR OTHER ROCK UPON PRIOR APPROVAL OF IFP. RIGID GALVANIZED STEEL (RGS) CONDUIT SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. IFP WILL SPECIFY THE CONDUIT SIZE.
6. 2" HDPE SDR 13.5 CONTINUOUS DUCT CAN BE UTILIZED BY THE CONTRACTOR INSTEAD OF 2 ½" PVC SCHEDULE 40 AS SPECIFIED ON THE CONTRACTOR MAP FOR PROPOSED 1/0 SINGLE PHASE PRIMARY CONDUCTOR. CONDUIT TO BE RED IN COLOR OR BLACK WITH RED STRIPES (RED CONDUIT PREFERRED). IF POSSIBLE, HDPE TO BE ORDERED WITH "IFP" STAMPED ON CONDUIT. THE HDPE CAN BE TURNED UP INSIDE OF GROUND SLEEVES OR CONTRACTOR MAY TRANSITION TO 2" PVC SCHEDULE 40 LARGE RADIUS SWEEP (36") WITH PERMA-GUARD/UL FITTINGS BY ARNCO SHUR-LOCK II OR APPROVED EQUAL BY IFP.
7. CONTRACTOR / DEVELOPER TO INSTALL A 2500 LB MULE TAPE STRING THROUGH EACH PRIMARY POWER CONDUIT RUN MORE THAN 75 LF, ALL SERVICES FROM THE METER BASE TO THE TRANSFORMER / SECONDARY PEDESTAL AND INSTALL PULL STRING FOR FIBER OPTIC CONDUIT RUNS.
8. THE DEVELOPER/CONTRACTOR SHALL PROVIDE ALL STAKING AND LAYOUT OF NEW ELECTRICAL AND FIBER FACILITIES INCLUDING POWER POLES. ALL LOT CORNERS ADJACENT TO ALL POWER TRENCHES MUST BE CLEARLY MARKED FOR INSTALLATION OF ELECTRICAL FACILITIES.
9. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING CITY POWER POLES AND ELECTRICAL AND FIBER FACILITIES DURING CONSTRUCTION. ALSO, REPAIR / REPLACE ALL CONCRETE, ASPHALT, AND LANDSCAPING THAT IS DISTURBED DURING CONSTRUCTION.
10. IT SHALL BE THE CUSTOMER OR CONTRACTOR'S RESPONSIBILITY TO PROVIDE ILLUMINATION (STREET LIGHTS) ALONG OR WITHIN THE PUBLIC RIGHTS-OF-WAY CONTAINED WITHIN A NEW DEVELOPMENT.
11. ALL NEW LIGHT POLE FOUNDATIONS AND LIGHTING CONDUITS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN ACCORDANCE WITH CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS. IFP WILL FURNISH TO THE CONTRACTOR A BOLT HOLE TEMPLATE (PENDING AVAILABILITY), ANCHOR BOLTS, NUTS, WASHERS, GROUNDING BUTT PLATE, AND GROUND WIRE NEEDED FOR THE INSTALLATION OF THE LIGHT POLES.
12. IFP WILL INSTALL POLES AND LUMINAIRES WITH THE COST OF MATERIALS PAID BY THE CONTRACTOR PRIOR TO INSTALLATION.
13. ON ALL SUBDIVISIONS THE PADMOUNTED EQUIPMENT (INCLUDING GROUND SLEEVES / PEDESTALS, ETC.) WILL NOT BE PROVIDED OR SET UNTIL CURB AND GUTTER HAS BEEN INSTALLED. IDAHO FALLS POWER WILL PROVIDE GROUND RODS AND CONTRACTOR WILL INSTALL GROUND RODS PRIOR TO INSTALLATION OF CONDUIT.
14. ON ALL COMMERCIAL BUILDINGS AND BUILDINGS SERVING 2 UNITS OR MORE, METER SOCKETS AND UNITS MUST BE PERMANENTLY LABELED PRIOR TO METERS BEING ENERGIZED. ELECTRICIAN WILL BE REQUIRED TO COORDINATE WITH IDAHO FALLS POWER IN ORDER TO VERIFY METER SOCKET IS CONNECT TO CORRECT UNIT (208-612-8430).
15. WHEN THE CONTRACTOR PERFORMS TRENCHING AND BACKFILLING DURING SUSTAINED FREEZING TEMPERATURES, THEY MUST PROVIDE A TWO (2) YEAR WARRANTY FOR THE INTEGRITY OF THE TRENCH AND NEW INFRASTRUCTURE. THE CONTRACTOR MUST ENSURE THAT THE TRENCH DOES NOT SETTLE, TRANSFORMER PADS OR OTHER PEDESTALS REMAIN LEVEL, AND FINISHED PRODUCT MEETS IFP STANDARDS.

SHEET INDEX

SHEET No.	SHEET NAME	SHEET TITLE
1	G-1	COVER
2	G-2	NOTES
3	C-1	EXISTING CONDITIONS
4	C-2	OVERALL SITE PLAN
5	C-3	GRADING AND STORM
6	PP-1	15th E Plan & Profile
7	FP	FIRE PREVENTION PLAN
8	SWPPP	SWPPP
9	D-1	DETAILS

ABBREVIATIONS

DIA	DIAMETER	X	EXISTING
ELEV	ELEVATION	XG	EXISTING GROUND
HORZ	HORIZONTAL	FG	FINISHED GROUND
VERT	VERTICAL	CB	CATCH BASIN
INV	INVERT ELEVATION	SDMH	STORM DRAIN MANHOLE
MAX	MAXIMUM	SSMH	SANITARY SEWER MANHOLE
MIN	MINIMUM	SS	SANITARY SEWER
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATOR	SD	STORM DRAIN
PVC	POLYVINYL CHLORIDE	SDFD	STORM DRAIN FRENCH DRAIN
REQ'D	REQUIRED	TBC	TOP BACK OF CURB
STA	STATIONING	TBC/MX	TOP BACK OF CURB/MATCH EXISTING
ROW	RIGHT-OF-WAY	TBC/HP	TOP BACK OF CURB/HIGH POINT
TYP	TYPICAL	TBC/LP	TOP BACK OF CURB/LOW POINT
LF	LINEAR FEET	TBC/X	TOP BACK OF CURB/EXISTING
CONC	CONCRETE	BW	BACK OF SIDEWALK
EO	EDGE OF OIL	FW	FACE OF SIDEWALK
FO	FINISHED OIL GRADE	FF	FINISHED FLOOR ELEVATION
FL	FLOW LINE	FGF	FINISHED GARAGE FLOOR
VG	VALLEY GUTTER	GB	GRADE BREAK
OIL	ASPHALT FINISHED GROUND	TW	TOP OF WALL
EG	EXISTING GROUND	BW	BOTTOM OF WALL
IE	INVERT ELEVATION		

LEGEND

PRO.	EXIST.	DESCRIPTION
TBC-48.10	XG = 72.10	PROPOSED/EXISTING ELEVATION
		PROPOSED/EXISTING FIRE HYDRANT
		PROPOSED/EXISTING VALVE
		PROPOSED WATER METER
	D S	PROPOSED/EXISTING MANHOLE
		PROPOSED/EXISTING STORM DRAIN INLET
		PROPOSED/EXISTING STREET LIGHT
	TR	EXISTING TRANSFORMER
		EXISTING CABLE BOX
		EXISTING POWER POLE
		PROPOSED FIBER BOX
		PROPOSED/EXISTING CURB AND GUTTER
		DRAINAGE FLOW ARROW
		PROPOSED ASPHALT
		CONCRETE
		EXISTING ROAD
		DRIVE-ON WEIGH SCALE/TRUCK PAD

LINETYPE	DESCRIPTION
	PROPERTY BOUNDARY
	SECTION LINE
	PUBLIC UTILITY EASEMENT (P.U.E.)
	EXISTING PUBLIC UTILITY EASEMENT
4727	EXISTING GROUND CONTOUR
8"SS)	8" PVC SANITARY SEWER MAIN, PARENTHESIS SHOW DIRECTION
4"SS 4"SS	4" PVC SANITARY SEWER SERVICE
8"W	8" WATER MAIN
1"WS 1"WS	1" PVC WATER SERVICE
	DRAINAGE AREA
x x	FENCE LINE
	MASONRY WALL
GAS	GAS LINE
OHP	OVERHEAD POWER LINE
UGP	UNDERGROUND POWER LINE
FO	FIBER OPTIC

CALL BEFORE YOU DIG
DIG LINE 1-800-342-1585

EAGLE ROCK ENGINEERING
CIVIL & PLANNING & SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

SURVEYED BY: H. REESE
DRAWN BY: K. DIXON
APPROVED BY: C. FUHRIMAN
PROJECT NO.: 25017

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and shall not be copied in any form without the written authorization of Eagle Rock Engineering.

PROFESSIONAL ENGINEER
LICENSED
20115
09/24/26
STATE OF IDAHO
CADEN J. FUHRIMAN

REVISIONS

	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		

METRO GROUP IDAHO FALLS
NOTES

PREPARED FOR:
GATEWAY IF, LLC

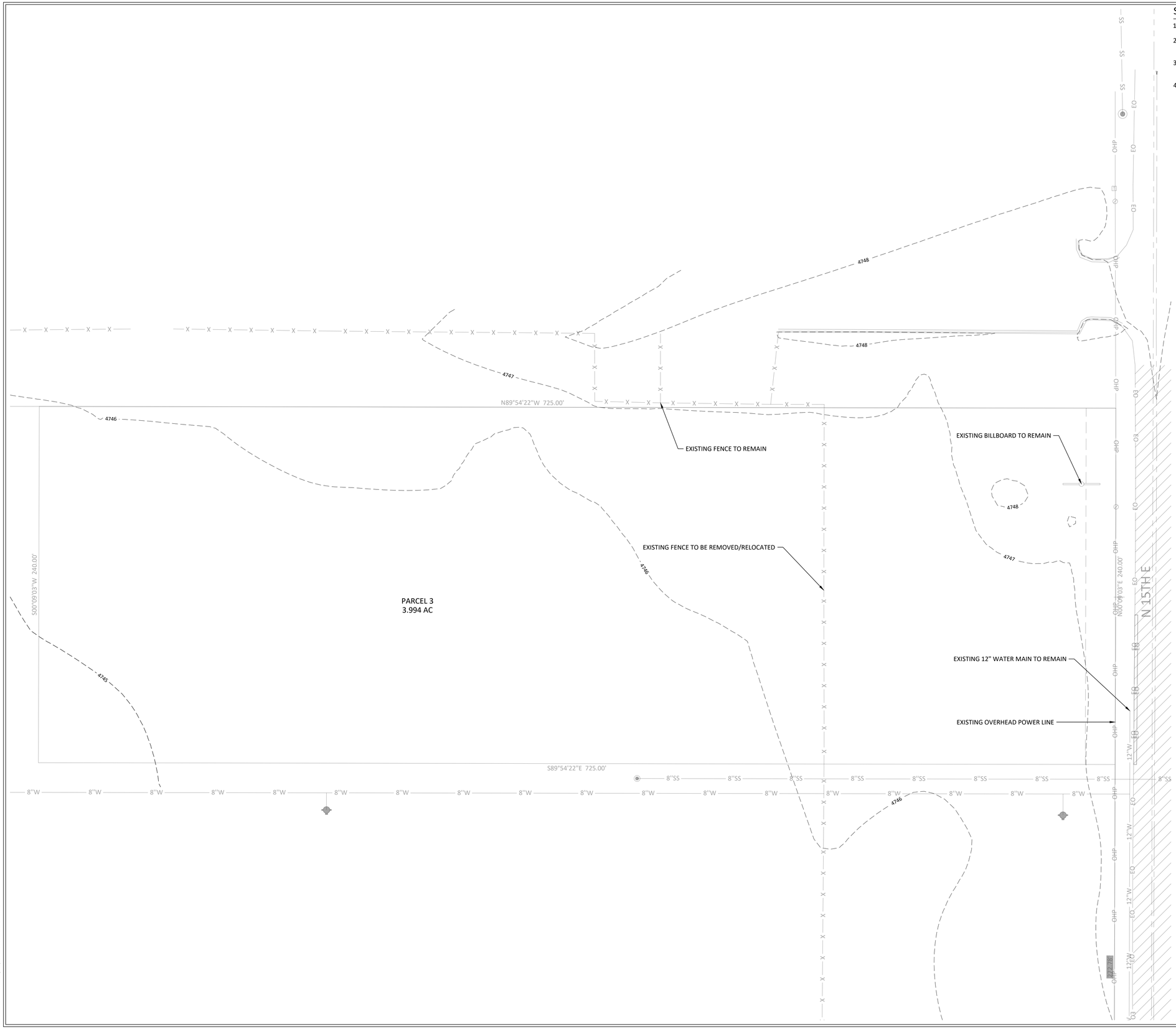
SHEET NO. 2

SHEET NAME G-2

File Location: \\pro-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\5.0 design\3.1 cad\3.13 final\25017 notes.dwg
Last Saved By: jalen
Date Plotted: Thursday, September 24 2026 at 02:54 PM

SHEET NOTES:

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING DEMOLITION.
2. EXISTING SITE CONDITIONS TO REMAIN AND BE PROTECTED IN PLACE WITHIN PROJECT BOUNDARY LIMITS UNLESS OTHERWISE NOTED ON SHEET.
3. OVERHEAD POWER IN OR ALONG THE RIGHT-OF-WAY IS TO BE MOVED OR REPLACED AS DETERMINED NECESSARY BY POWER COMPANY.
4. UNLESS OTHERWISE NOTED, EXISTING DITCHES ARE TO BE ABANDONED AND FILLED.



EAGLE ROCK ENGINEERING
CIVIL ◇ PLANNING ◇ SURVEYING
IDAHO FALLS (208) 542-2605 KEMBURG (208) 359-2605

SURVEYED BY:	H. REESE
DRAWN BY:	K. DIXON
APPROVED BY:	C. FUHRIMAN
PROJECT NO.	25017

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and shall not be copied in any form without the written authorization of Eagle Rock Engineering.

PROFESSIONAL ENGINEER LICENSED 20115 09/24/26 STATE OF IDAHO CADEN J. FUHRIMAN

REVISIONS

	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		

METRO GROUP IDAHO FALLS
EXISTING CONDITIONS

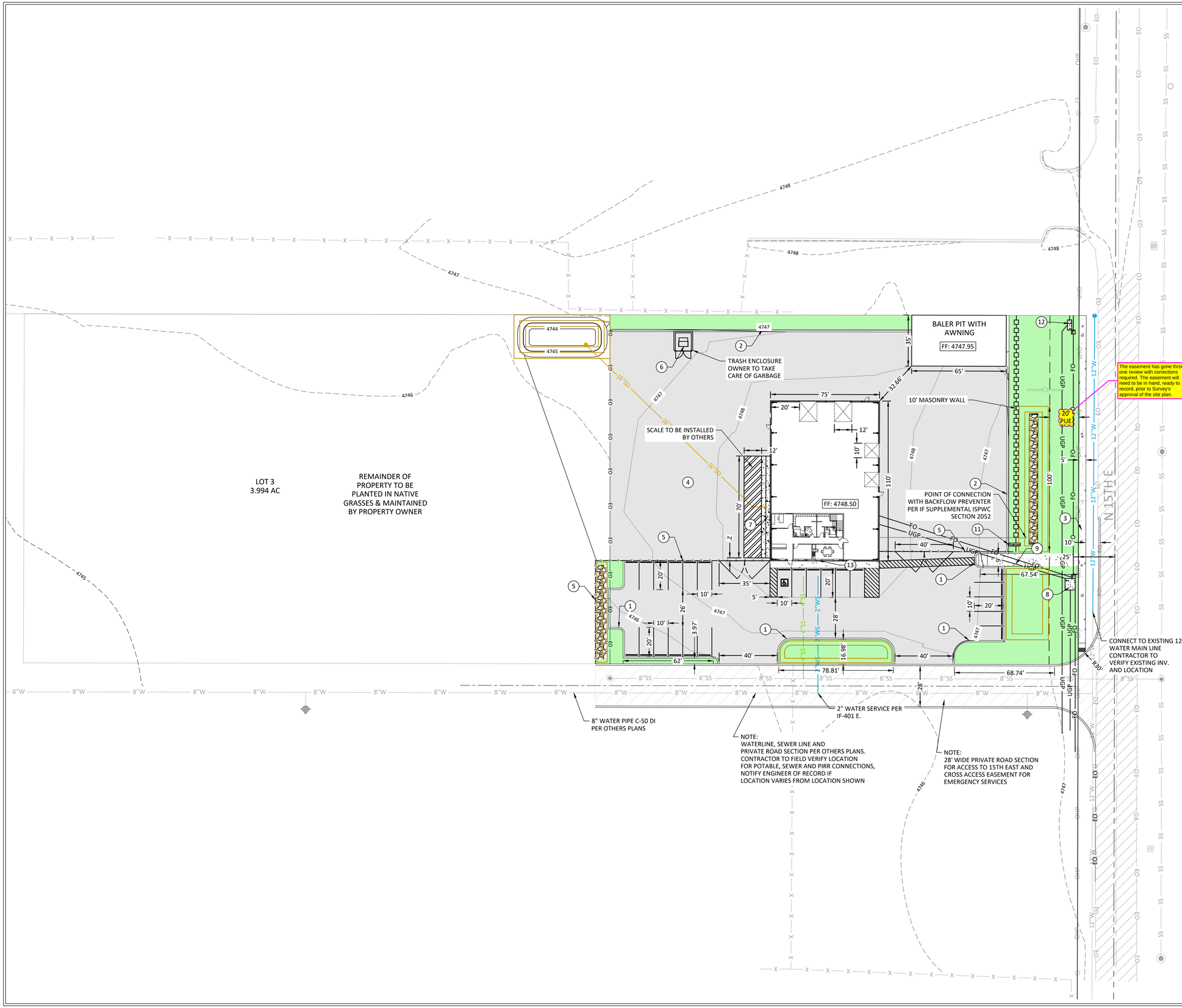
PREPARED FOR:
GATEWAY IF, LLC

SHEET NO. 3

SHEET NAME C-1

30' 15' 0 30'
SCALE: 1" = 30'

File Location: \\srv-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\3.0 design\3.1 civil\3.13 final\25017 existing conditions.dwg
Plotted By: kdixon
Date Plotted: Thursday, September 24 2026 at 02:54 PM



PAVING AND DRAINAGE CONSTRUCTION ITEMS

1. 1' RIBBON CURB PER DETAIL 3 SHEET D-1.
2. 18" HIGH BACK LIP UP CURB PER DETAIL 4 SHEET D-1.
3. 5' SIDEWALK PER DETAIL 1 SHEET D-1.
4. ASPHALT PAVING PER DETAIL 2 SHEET D-1.
5. INSTALL NEW FENCE
6. INSTALL TRASH PAD PER CITY OF IDAHO FALLS STANDARDS
7. 6' VALLEY GUTTER AS PER DETAIL 6 ON SHEET D-1.
8. INSTALL 7' X 8' TRANSFORMER PAD
9. INSTALL UNDERGROUND ELECTRICAL CONDUIT
10. INSTALL FIRE SUPPRESSION WELL
11. 2' VALLEY GUTTER AS PER DETAIL 7 ON SHEET D-1.
12. INSTALL 3' X 7' SECTIONALIZING CABINET BASE
13. INSTALL INTERIOR METER PIT PER IDAHO FALLS STANDARDS

SHEET NOTES:

1. BUILDING CONSTRUCTION TYPE: VB
2. OCCUPANCY GROUP: B
3. ZONE: INDUSTRIAL AND MANUFACTURING
4. NUMBER OF EMPLOYEES ON LARGEST SHIFT: 10
5. PARKING STALLS PROVIDED: 22 + 1 (ADA)
6. PARKING STALLS REQUIRED: (2 PER EMPLOYEE ON LARGEST SHIFT)

LAND USE NOTES:

CURRENT ZONE = I&M
PROPOSED USE = WAREHOUSING
TOTAL PROJECT AREA = 3.994 ACRES

ASPHALT AREA= 49,719 SF

STANDARD PARKING STALLS PROVIDED=23
HANDICAP STALLS PROVIDED=1
CONSTRUCTION TYPE= VB
BUILDING HEIGHT = 33'-5" (MAX)
BUILDING HEIGHT WALL = 25'-0"
BUILDING SQ.FT. = 8,250
2-FLOOR BUILDING
BUILDING IS NOT FIRE SPRINKLED

(EMPLOYEE COUNT=10)

TOTAL OPEN SPACE PROVIDED = 15,489 SF
LANDSCAPE TREES ALONG 15TH E TO BE SPACED 20' APART.

PROJECT BENCHMARK

VERTICAL DATUM: NAVD 88

BM #1 5/8 IRON ROD
ELEV= 4747.36
N= 676560.681
E= 699612.729

BASIS OF BEARING NOTE
ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

FIRE NOTE:

D103.5 FIRE APPARATUS ACCESS GATES. GATES SECURING THE FIRE APPARATUS ACCESS SHALL COMPLY WITH ALL OF THE FOLLOWING CRITERIA:

1. WHERE A SINGLE GATE IS PROVIDED, THE GATE WIDTH SHALL BE NOT LESS THAN 20 FEET(6096 MM). WHERE A FIRE APPARATUS ROAD CONSISTS OF A DIVIDED ROADWAY, THE GATE WIDTH SHALL BE NOT LESS THAN 12 FEET (3658 MM).
2. GATES SHALL BE OF THE SWINGING OR SLIDING TYPE.
3. CONSTRUCTION OF GATES SHALL BE OF MATERIALS THAT ALLOW MANUAL OPERATION BY ONE PERSON.
4. GATE COMPONENTS SHALL BE MAINTAINED IN ON OPERATIVE CONDITION AT ALL TIMES AND REPLACED OR REPAIRED WHEN DEFECTIVE.
5. ELECTRIC GATES SHALL BE EQUIPPED WITH A KNOX SWITCH ORDERED AT KNOXBOX.COM.
6. METHODS OF LOCKING SHALL BE SUBMITTED FOR APPROVAL BY THE FIRE CODE OFFICIAL.
7. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325.
8. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F2200.

EAGLE ROCK ENGINEERING
CIVIL ◇ PLANNING ◇ SURVEYING
IDAHO FALLS (208) 542-2605 KEMBRG (208) 399-2605

SURVEYED BY: H. REESE
DRAWN BY: K. DIXON
APPROVED BY: C. FUHRIMAN
PROJECT NO. 25017

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and is not to be copied in any form without the written authorization of Eagle Rock Engineering.

PROFESSIONAL ENGINEER LICENSED 20115 09/24/26 STATE OF IDAHO CADEN J. FUHRIMAN

REVISIONS

DESCRIPTION	DATE
A	
A	
A	
A	
A	
A	

METRO GROUP IDAHO FALLS
OVERALL SITE PLAN

PREPARED FOR:
GATEWAY IF, LLC

SHEET NO. 4

SHEET NAME C-2

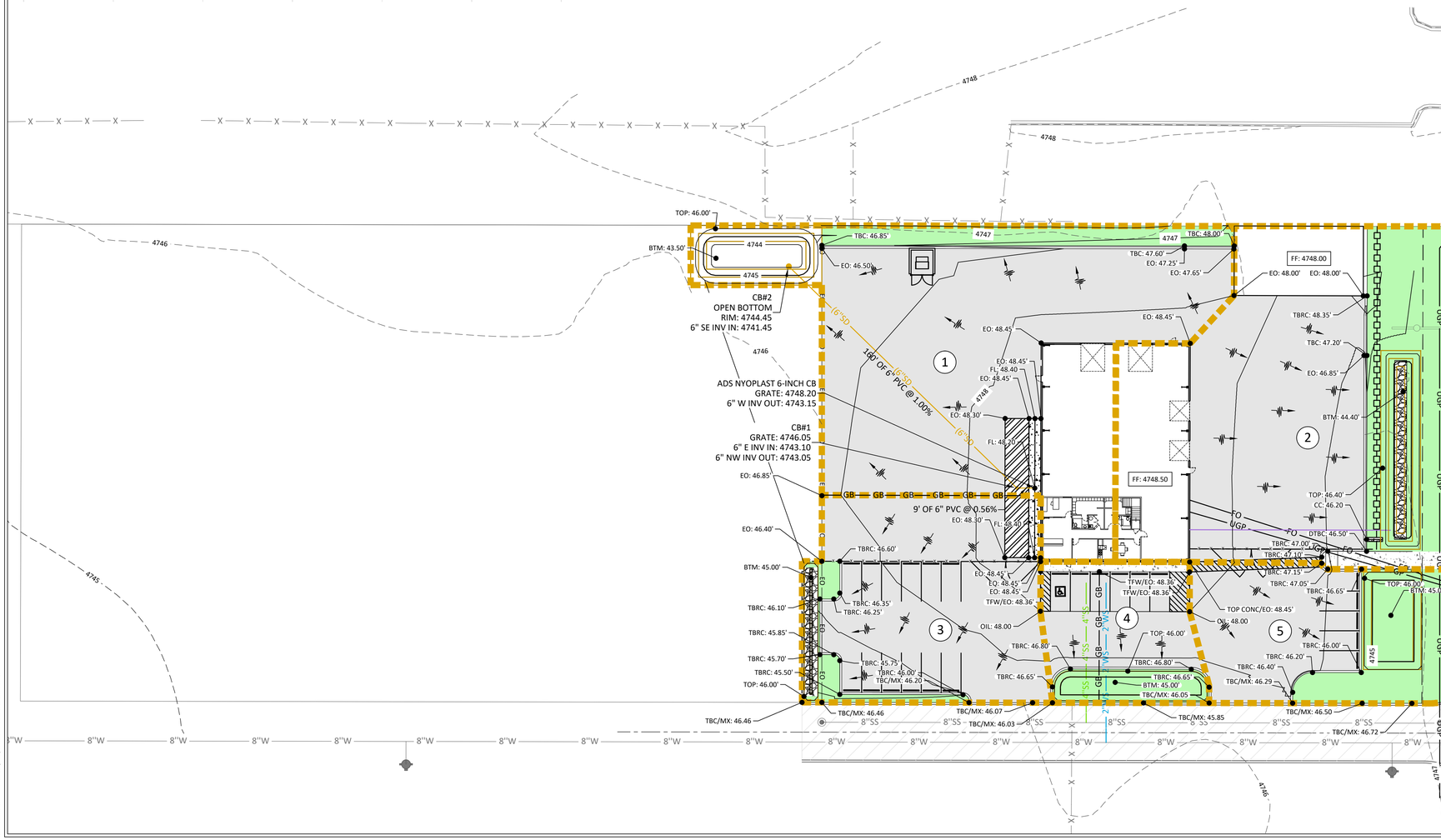
File Location: \\erc-server\eagle rock engineering\[projects\2025\25017 metro group idaho falls\3.0 design\3.1 civil\3-13 final\25017 overall site plan.dwg
Plotted By:
Date Plotted: Thursday, September 24 2026 at 02:54 PM

Table 1	Storm Drainage Design Volumes & Infiltration												9/24/2026
Drainage Basin	Drainage Basin Area (ft^2)	Total Rainfall (ft)	Volume Required (ft^3)	Top Area (ft^2)	Bottom Area (ft^2)	Minimum Depth Req'd (ft)	Top Pond/Swale Elevation	Req'd Bottom Pond Elev.	Swale Volume (ft^3)	Infiltrator Volume (ft^3)	Infiltration Rate (ft/hr)	Draindown Period Hours	Volume Provided (ft^3)
Area 1	26535	0.111	2,941	1980	460	2.5	4746.00	4743.50	3050	NA	1.5	4.26	3050
Area 2	26493	0.111	2,936	2000	336	2	4746.40	4744.40	2336	648	1.5	5.83	2984
Area 3	12315	0.111	1,365	479.5	62.5	1	4746.00	4745.00	271	1,144	1.5	14.56	1415
Area 4	5453	0.111	604	1130	611	1	4746.00	4745.00	871	NA	1.5	0.66	871
Area 5	9160	0.111	1,015	1421	861	1	4746.00	4745.00	1141	NA	1.5	0.79	1141

NOTES:
1. Storm areas 2 and 3 drain to swales with exposed drain rock and subsurface infiltration bed. Area 3 includes a 24" perforated pipe in the infiltration bed for increase capacity. See Table 2 for details on infiltration dimensions.
2. Ponds/Swales to be excavated to free draining gravel and brought up to grade with drainage gravel to within approximately 1' prior to installing landscape mix (no clay) and sod/grass seed or landscape rock.
3. In the event of elevation discrepancy, the top of all ponds/swales shall be constructed lower than the finish floor elevations or adjacent hardscape providing slope away from drive aisles and structures to ensure proper site drainage and compliance with IBC and IRC Building Codes.

Table 2	Swale Infiltration Bed Design				9/2/2026
Drainage Basin	Bed Length (ft)	Bed Width (ft)	Bed Depth (ft)	Pipe Length (ft)	Capacity (ft^3)
2	90	6	3	0	648
3	65	8	5	55	1,144

NOTES:
1. Infiltration beds to be excavated to free draining gravel and brought up to bottom of infiltration trench with drainage gravel (no clay) prior to installing drainage rock.
2. Rock bed storage capacity calculated assuming a 40% porosity ratio. 2" minus clean round drain rock shall be used.
3. 7oz geotextile fabric shall be installed along the sides of the excavated infiltration trench prior to backfilling with drain rock.



LEGEND

- NOT INCLUDED IN STORM AREA CALCULATIONS
- DRAINAGE FLOW ARROW
- GB GB GRADE BREAK
- STORM AREA BOUNDARY

STORM AREAS

1	26,535 SF
2	26,493 SF
3	12,315 SF
4	5,453 SF
5	9,160 SF

TOTAL = 79,956 SF

SPOT ELEVATIONS

TBC	TOP BACK OF CURB
TBC/MX*	TOP BACK OF CURB/MATCH EXISTING
TBRC	TOP BACK OF RIBBON CURB
DTBC	DEPRESSED TOP BACK OF CURB
TFW	TOP FRONT OF WALK
TBW	TOP BACK OF WALK
TOP	TOP OF POND
BTM	BOTTOM OF POND
EO	EDGE OF OIL
FL	FLOW LINE
CC	CURB CUT

ALL SPOT ELEVATION LABELS +4700.00'
*THIS PLAN IS BASED OFF OF A DESIGN CREATED BY CONNECT ENGINEERING. BASED ON THEIR DECLARED ELEVATION CONTROL POINTS A CONVERSION FACTOR OF -3.7' WAS DERIVED TO CONFORM ROAD/CURB DESIGN ELEVATIONS TO THE TOPOGRAPHIC FIELD SURVEY PERFORMED BY EAGLE ROCK ENGINEERING, NAVD 88 VERTICAL DATUM.

N W E S

30' 15' 0 30'
SCALE: 1" = 30'

EAGLE ROCK ENGINEERING
CIVIL & PLANNING & SURVEYING
IDAHO FALLS (208) 542-2605 REXBURG (208) 359-2605

SURVEYED BY: H. REESE
DRAWN BY: K. DIXON
APPROVED BY: C. FUHRIMAN
PROJECT NO. 25017

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and shall not be copied in any form without the written authorization of Eagle Rock Engineering.

PROFESSIONAL ENGINEER LICENSED 20115 09/24/26 STATE OF IDAHO CADEN J. FUHRIMAN

REVISIONS	DESCRIPTION	DATE
A		
A		
A		
A		
A		
A		

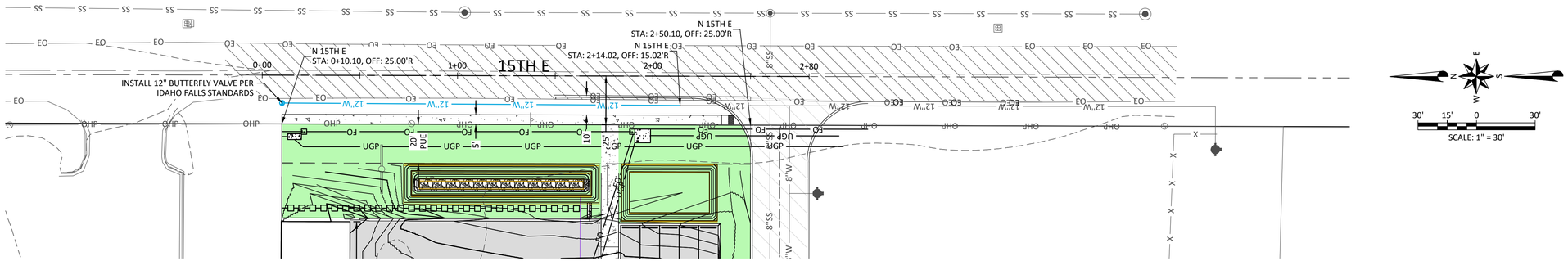
METRO GROUP IDAHO FALLS
GRADING AND STORM

PREPARED FOR:
GATEWAY IF, LLC

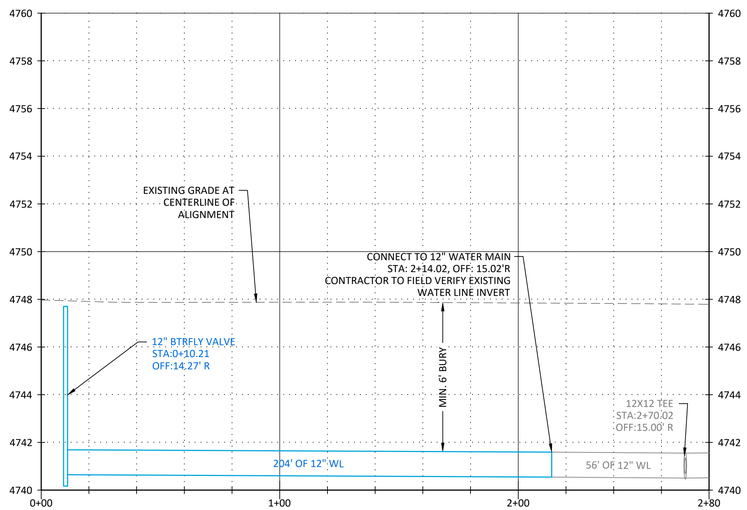
SHEET NO. 5

SHEET NAME C-3

File Location: \\erc-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\3.0 design\3.1 civil\3.13 final\25017 overall storm.dwg
Plotted By: Caden Fuhriman
Date Plotted: Thursday, September 24 2026 at 02:54 PM



15TH E



EAGLE ROCK ENGINEERING
CIVIL ◇ PLANNING ◇ SURVEYING
IDAHO FALLS (208) 542-2605 KEMBRG (208) 399-2605

SURVEYED BY: H. REESE
DRAWN BY: K. DIXON
APPROVED BY: C. FUHRIMAN
PROJECT NO. 25017

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and shall not be copied in any form without the written authorization of Eagle Rock Engineering.

PROFESSIONAL ENGINEER
LICENSED
20115
09/24/26
STATE OF IDAHO
CADEN J. FUHRIMAN

REVISIONS

	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

METRO GROUP IDAHO FALLS
15TH E PLAN & PROFILE

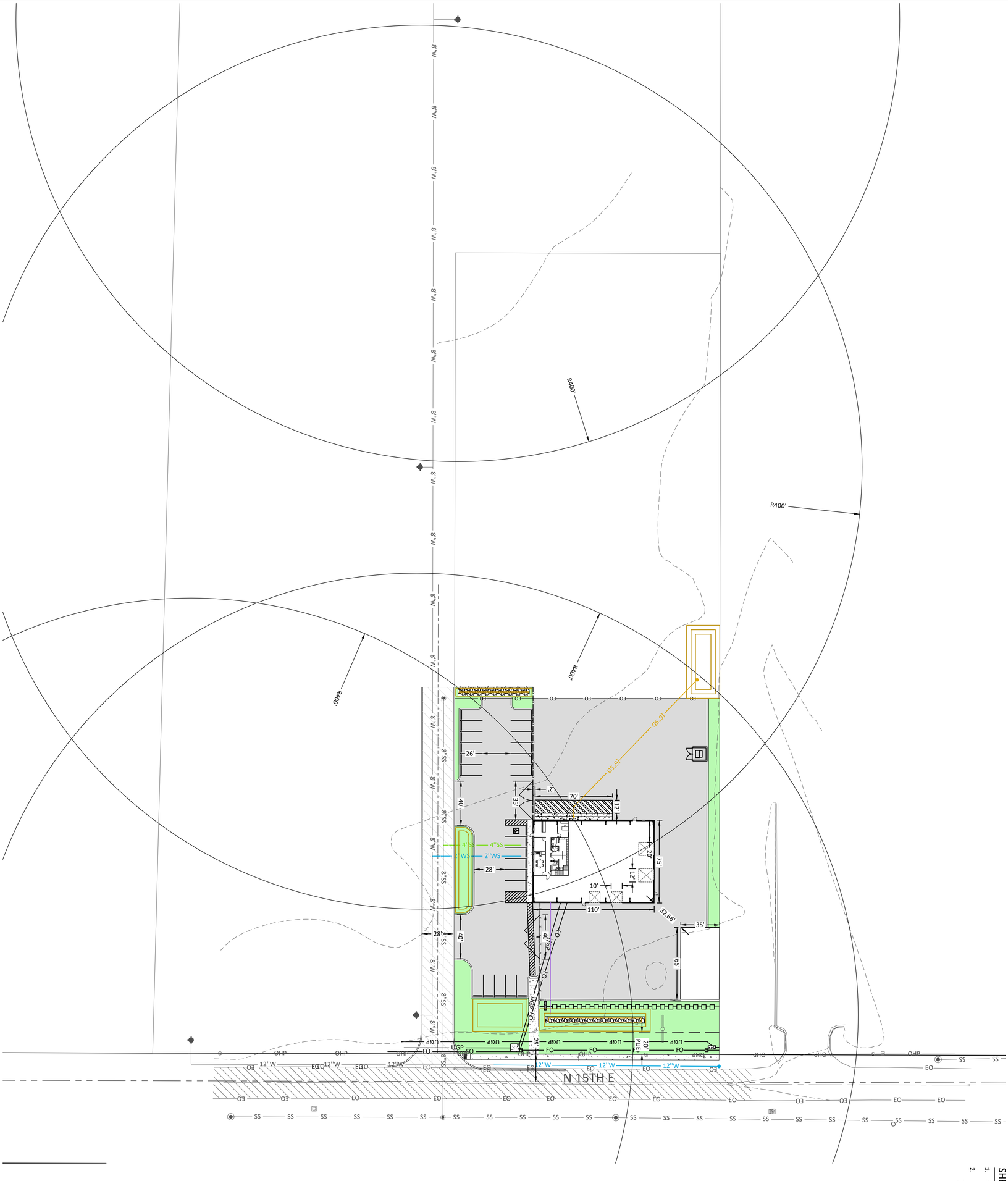
PREPARED FOR:
GATEWAY IF, LLC

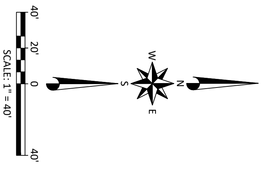
SHEET NO. 6

SHEET NAME PP-1

File Location: \\ers-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\3.0 design\3.1 cad\3.13 final\25017 plan and profile.dwg
Plotted By: Jake Reese
Date Plotted: Thursday, September 24 2026 at 02:54 PM

File Location: \\ere-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\3.0 design\3.1 cad\3.13 final\25017 fire prevention plan.dwg
Plotted By: jalen
Date Plotted: Thursday, September 24 2026 at 02:55 PM





SHEET NOTES:

1. 400' RADIUS FROM PROPOSED FIRE HYDRANT LOCATIONS (BASED ON BOONE HYDRANT PLACEMENT) ENCOMPASSES PROPOSED BUILDING.
2. FIRE ACCESS ROUTE SHOWN FROM 15TH N TO PRIVATE ROAD, 40' APPROACH, 40' SWING GATE, AROUND PROPOSED BUILDING, OUT 35' ROLLING GATE AND 40' APPROACH TO PRIVATE ROAD.

SHEET NO.	7
SHEET NAME	FP

METRO GROUP IDAHO FALLS
FIRE PREVENTION PLAN

PREPARED FOR:
GATEWAY IF, LLC

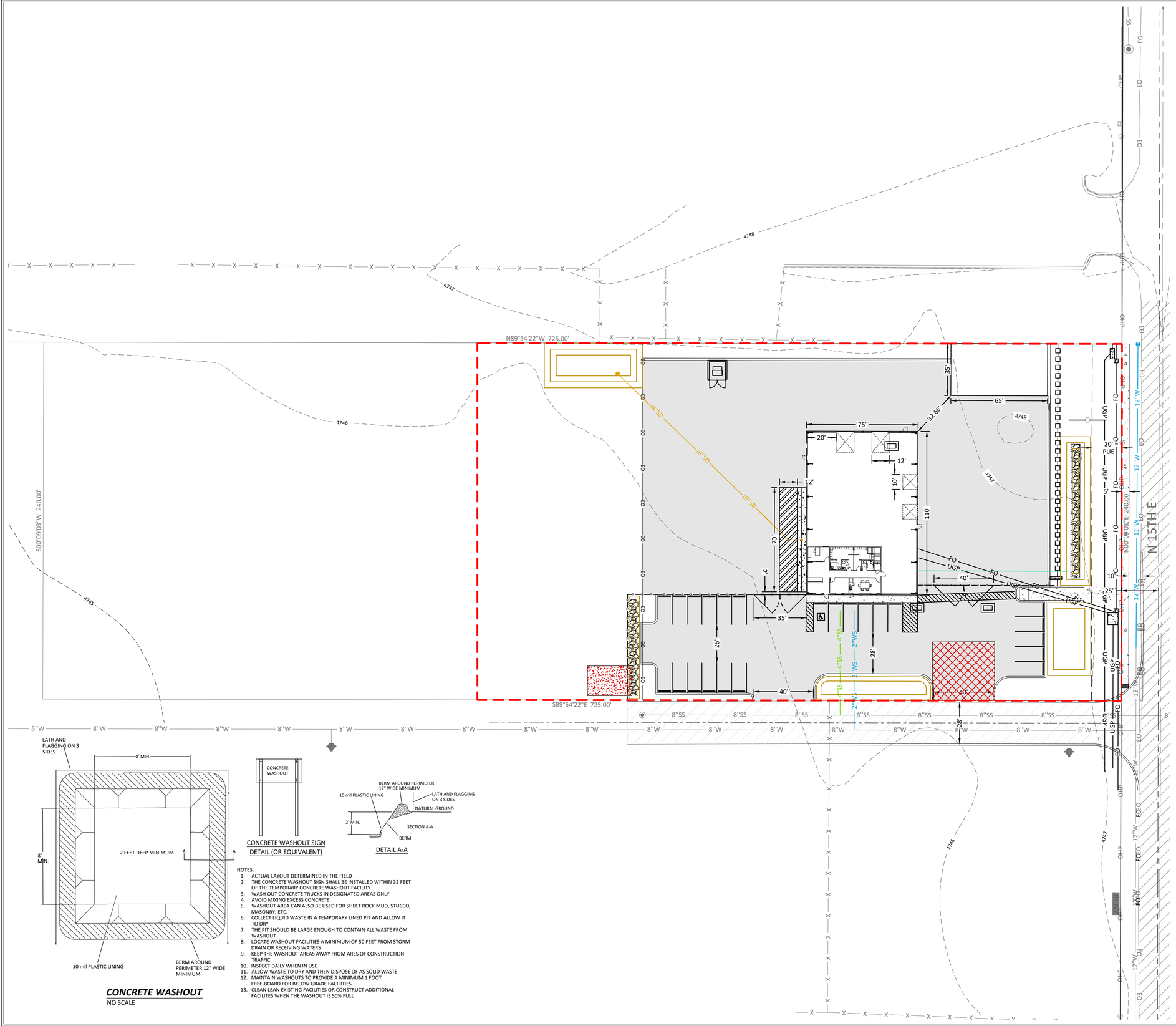
REVISIONS		
	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

PROFESSIONAL ENGINEER — LICENSED — 20115 — STATE OF IDAHO — CHASE J. FUHRIMAN

SURVEYED BY:	H. REESE
DRAWN BY:	K. DIXON
APPROVED BY:	C. FUHRIMAN
PROJECT NO.	25017

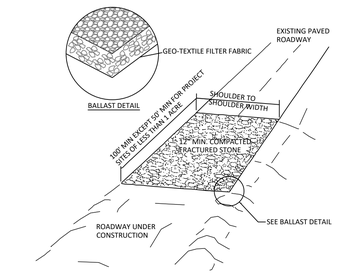
ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and shall not be copied in any form without the written authorization of Eagle Rock Engineering.

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2065 REXBURG (208) 359-2065



LEGEND

- BERM ALONG PERIMETER
- CONCRETE WASH-OUT
- STABALIZE CONSTRUCTION ENTRANCE (SEE NOTE 7)
- INLET PROTECTION



STABILIZED CONSTRUCTION ENTRANCE
NO SCALE

CONCRETE WASHOUT
NO SCALE

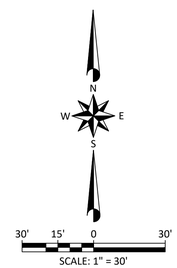
CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)

DETAIL A-A

NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 32 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY
3. WASH OUT CONCRETE TRUCKS IN DESIGNATED AREAS ONLY
4. AVOID MIXING EXCESS CONCRETE
5. WASHOUT AREA CAN ALSO BE USED FOR SHEET ROCK MUD, STUCCO, MASONRY, ETC.
6. COLLECT LIQUID WASTE IN A TEMPORARY LINED PIT AND ALLOW IT TO DRY
7. THE PIT SHOULD BE LARGE ENOUGH TO CONTAIN ALL WASTE FROM WASHOUT
8. LOCATE WASHOUT FACILITIES A MINIMUM OF 50 FEET FROM STORM DRAIN OR RECEIVING WATERS
9. KEEP THE WASHOUT AREAS AWAY FROM ARES OF CONSTRUCTION TRAFFIC
10. INSPECT DAILY WHEN IN USE
11. ALLOW WASTE TO DRY AND THEN DISPOSE OF AS SOLID WASTE
12. MAINTAIN WASHOUTS TO PROVIDE A MINIMUM 1 FOOT FREE-BOARD FOR BELOW GRADE FACILITIES
13. CLEAN LEAN EXISTING FACILITIES OR CONSTRUCT ADDITIONAL FACILITES WHEN THE WASHOUT IS 50% FULL

SWPP NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR THE OFFICIAL WRITTEN SWPPP AND NOI MEETING EPA REGULATIONS.
2. CONTRACTOR SHALL INSTALL A DIRT BERM OR SILT FENCE AROUND THE PERIMETER OF THE SITE(S) WHERE EARTHWORK IS TAKING PLACE TO LIMIT POLLUTANT DISCHARGE LEAVING THIS SITE AND ENTERING ADJACENT PROPERTIES. THIS CAN BE INDIVIDUAL BUILDING SITES OR ENTIRE PERIMETER. CONTRACTOR TO MAINTAIN BERM OR SILT FENCE REGULARLY TO ENSURE SEDIMENT AND OTHER CONTAMINANTS FROM MIGRATING OFF PROJECT SITE.
3. CONTRACTOR TO ESTABLISH A STAGING AREA FOR FUELING AND ENSURE COMPLIANCE WITH SPILL PREVENTION AND CONTAINMENT BEFORE THE START OF ON SITE CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL ENSURE TRUCKS EXITING THE PROJECT SITE ARE NOT TRACKING MATERIAL OFF SITE. IN THE CASE TRACKING MATERIAL OFF SITE OCCURS, THE CONTRACTOR SHALL HAVE A PICK-UP BROOM (OR OTHER EQUIPMENT) ON SITE TO ENSURE THE OFFSITE ROADWAYS REMAIN CLEAN. THIS WILL BE SCHEDULED ON AN AS NEEDED BASIS.
5. IF THE CONTRACTOR DOESN'T CONTROL THE TRACKING OF MATERIAL ONTO THE CITY/COUNTY ROADWAYS TO THE SATISFACTION OF THE CITY, THE CITY MAY SHUT DOWN THE PROJECT UNTIL THE CONTRACTOR INSTALLS ANTI TRACKING PADS (STONE OR CORRUGATED STEEL PANELS) AT A DESIGNATED EXIT POINT PRIOR TO EXITING THE SITE.
6. CONTRACTOR TO INSPECT EQUIPMENT/VEHICLE STORAGE AREA AND FUEL TANK WEEKLY AND AFTER STORM EVENTS. LEAKS TO BE REPAIRED IMMEDIATELY. SPILL CLEANUP MATERIALS SHALL BE AVAILABLE ON SITE AND PROPER DISPOSAL OF CONTAMINATED MATERIAL SHALL BE DISPOSED OF PER EPA GUIDELINES.
7. INSTALL CONSTRUCTION RACK/MAT, SHAKER PLATE, RUMBLE RACK OR EQUAL TO MITIGATE TRACKING OFF SITE. CONTRACTOR TO SUBMIT SPECIFICATIONS TO ENGINEER FOR APPROVAL.



SCALE: 1" = 30'

EAGLE ROCK ENGINEERING
CIVIL & PLANNING & SURVEYING
IDAHO FALLS (208) 542-2605 KETCHUM (208) 309-2605

SURVEYED BY: H. REESE
DRAWN BY: K. DIXON
APPROVED BY: C. FUHRIMAN
PROJECT NO. 25017

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and shall not be copied in any form without the written authorization of Eagle Rock Engineering.

PROFESSIONAL ENGINEER LICENSED 20115 09/24/26 STATE OF IDAHO CADEN J. FUHRIMAN

REVISIONS

DESCRIPTION	DATE
A	
A	
A	
A	
A	
A	

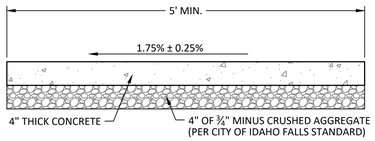
METRO GROUP IDAHO FALLS
SWPPP

PREPARED FOR:
GATEWAY IF, LLC

SHEET NO. 8

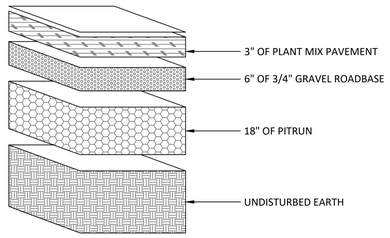
SHEET NAME SWPPP

File Location: \\erc-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\3.0 design\3.1 civil\3.13 final\25017 swppp.dwg
Plotted By: Jeffery
Date Plotted: Thursday, September 24 2026 at 02:55 PM

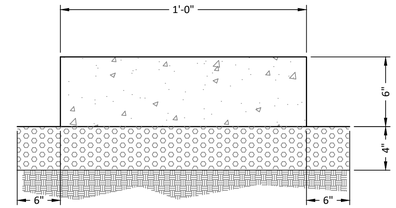


NOTES:
SEE CITY OF IDAHO FALLS STANDARD DRAWING IF-709

1 5' SIDEWALK SECTION
SCALE: NTS

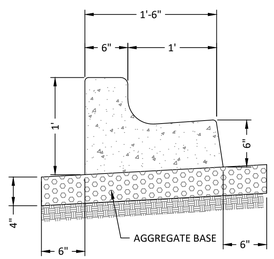


2 TYPICAL PAVEMENT SECTION
SCALE: NTS

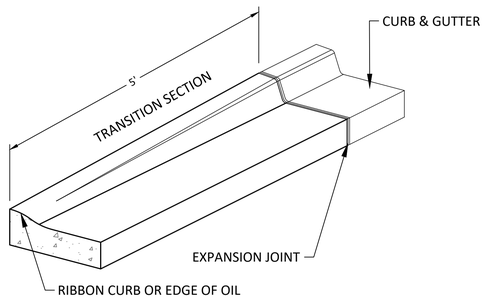


NOTES:
1. GRADE AND ALIGNMENT TO BE APPROVED BY THE ENGINEER.
2. 1/2" EXPANSION JOINT MATERIAL AT TERMINAL POINTS OF RADII.
3. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS MAXIMUM 10 FEET.
4. MATERIALS AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH ISPWC SPECIFICATIONS.
5. BACKFILL AS PER ISPWC SPECIFICATIONS.
6. SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.

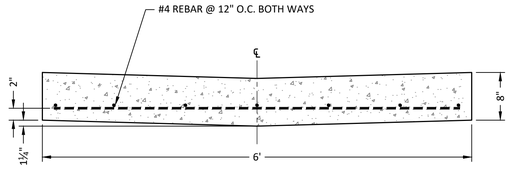
3 RIBBON CURB
SCALE: NTS



4 LIP UP CURB (NOT USED)
SCALE: NTS

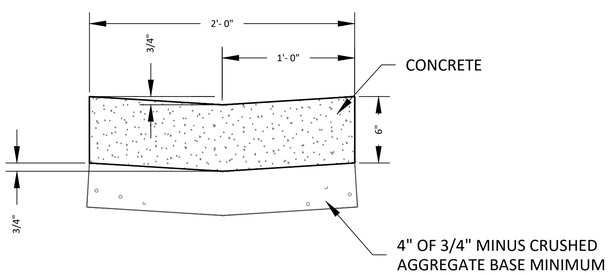


5 CURB TRANSITION (NOT USED)
SCALE: NTS



NOTE: 4" OF ¾" COMPACTED AGGREGATE BASE SHALL BE REQUIRED UNDER ALL CROSS DRAINS AND CONCRETE.

6 6' VALLEY GUTTER SECTION
SCALE: NTS



GRADE OF GUTTER MINIMUM 0.4%.

EXPANSION JOINT 1/2-INCH PREFORMED JOINT MATERIAL (AASHTO M 213).

7 2' VALLEY GUTTER
NOT TO SCALE

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2605 KEARBERG (208) 359-2605

SURVEYED BY: H. REESE
DRAWN BY: K. DIXON
APPROVED BY: C. FUHRIMAN
PROJECT NO. 25017

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and is not to be copied in any form without the written authorization of Eagle Rock Engineering.

PROFESSIONAL ENGINEER LICENSED 20115 09/24/26 STATE OF IDAHO CADEN J. FUHRIMAN

REVISIONS

	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		

METRO GROUP IDAHO FALLS
DETAILS

PREPARED FOR:
GATEWAY IF, LLC

SHEET NO. 9

SHEET NAME D-1

File Location: \\ere-server\eagle rock engineering\projects\2025\25017 metro group idaho falls\3.0 design\3.1 cad\3.13 final\25017 details.dwg
Plotted By: jakes
Date Plotted: Thursday, September 24 2026 at 02:59 PM

Memorandum

File #: 26-434 **City Council** RETURN TO AGENDA

DATE: Tuesday, November 3, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

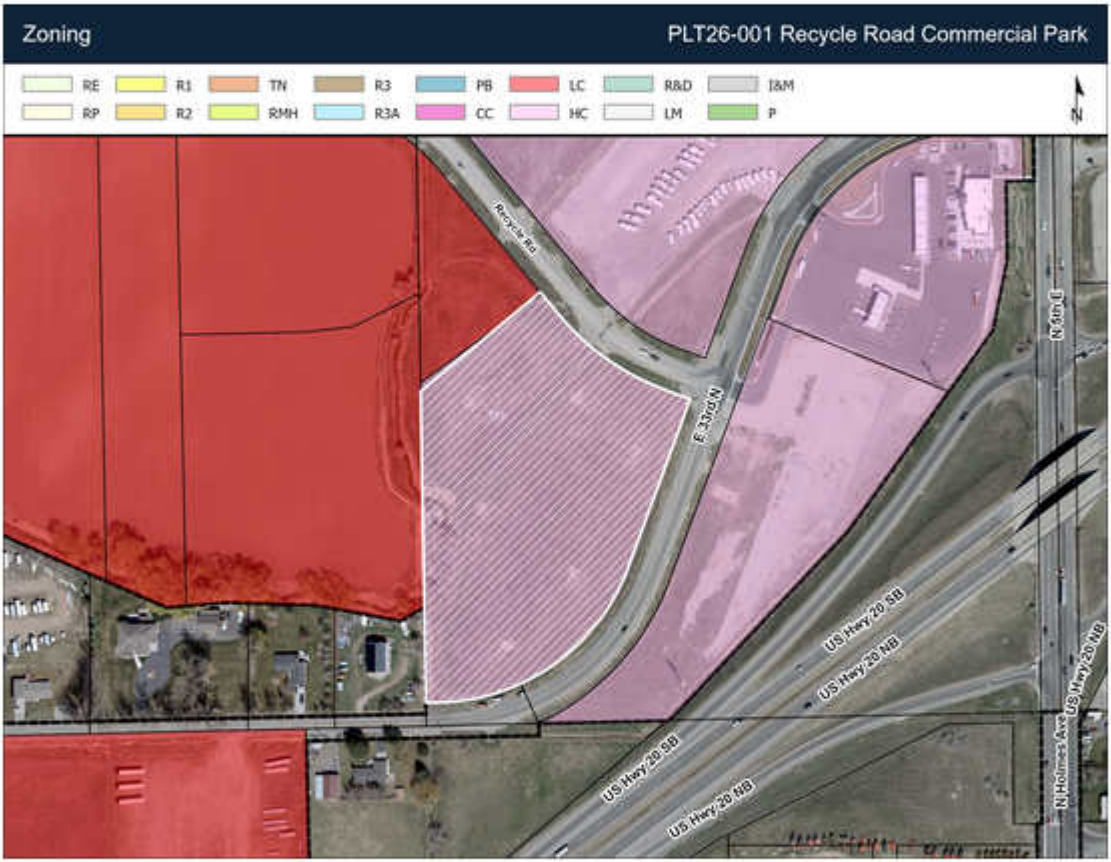
Title
Extension for the Final Plat for Recycle Road Commercial Park.

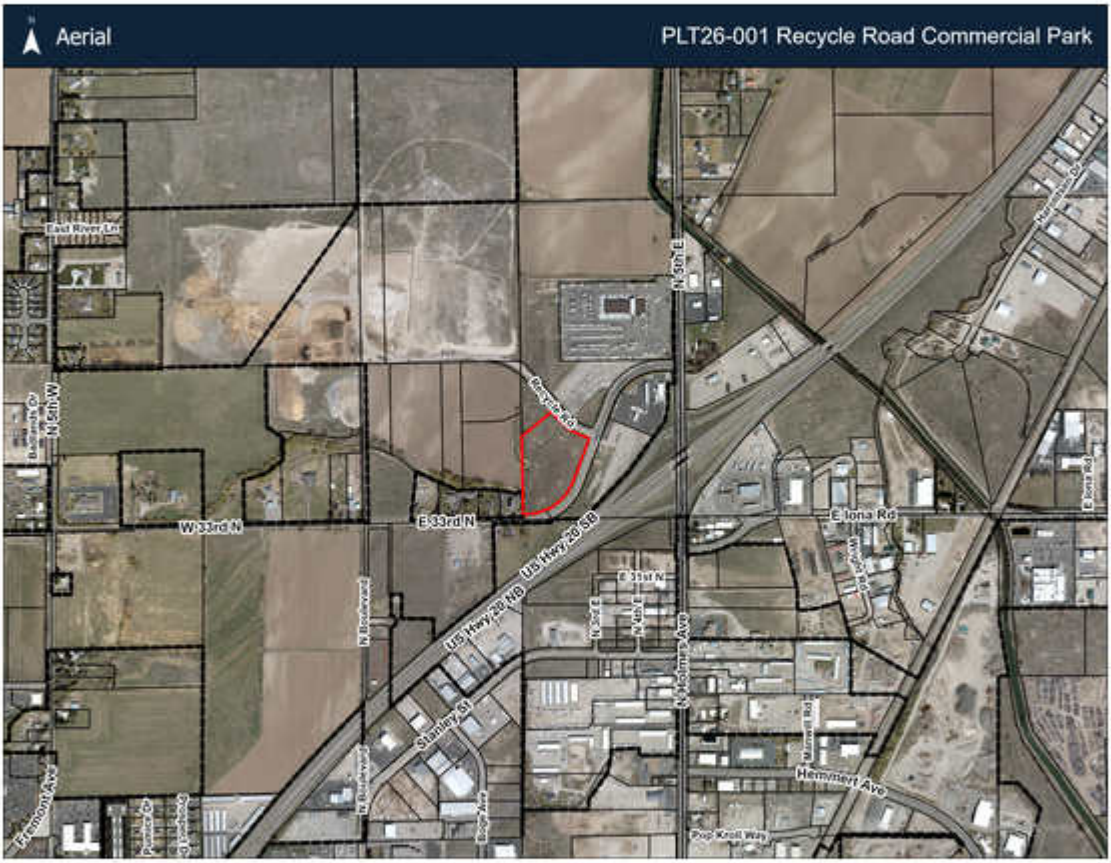
☐ Ordinance
☐ Resolution
☐ Quasi-Judicial Public Hearing
☐ Legislative Public Hearing
☐ Confirmation/Consent/Acceptance
☒ Approval/Authorization/Ratification

Action(s) Requested:
Approve the extension request for the Final Plat for Recycle Road Commercial Park (or take other action deemed appropriate).

Description, Background Information, Purpose:
Attached is the 60-day extension request from the applicant. The applicant requests a 60-day extension to complete the remaining administrative and technical requirements for recording the plat. The request affects only the recording deadline and does not alter the approved final plat or development agreement. The Planning and Zoning Commission considered this item at its March 3, 2026, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. City Council considered this item at its May 21, 2026, meeting and unanimously voted to approve the final plat as presented. This Final Plat was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

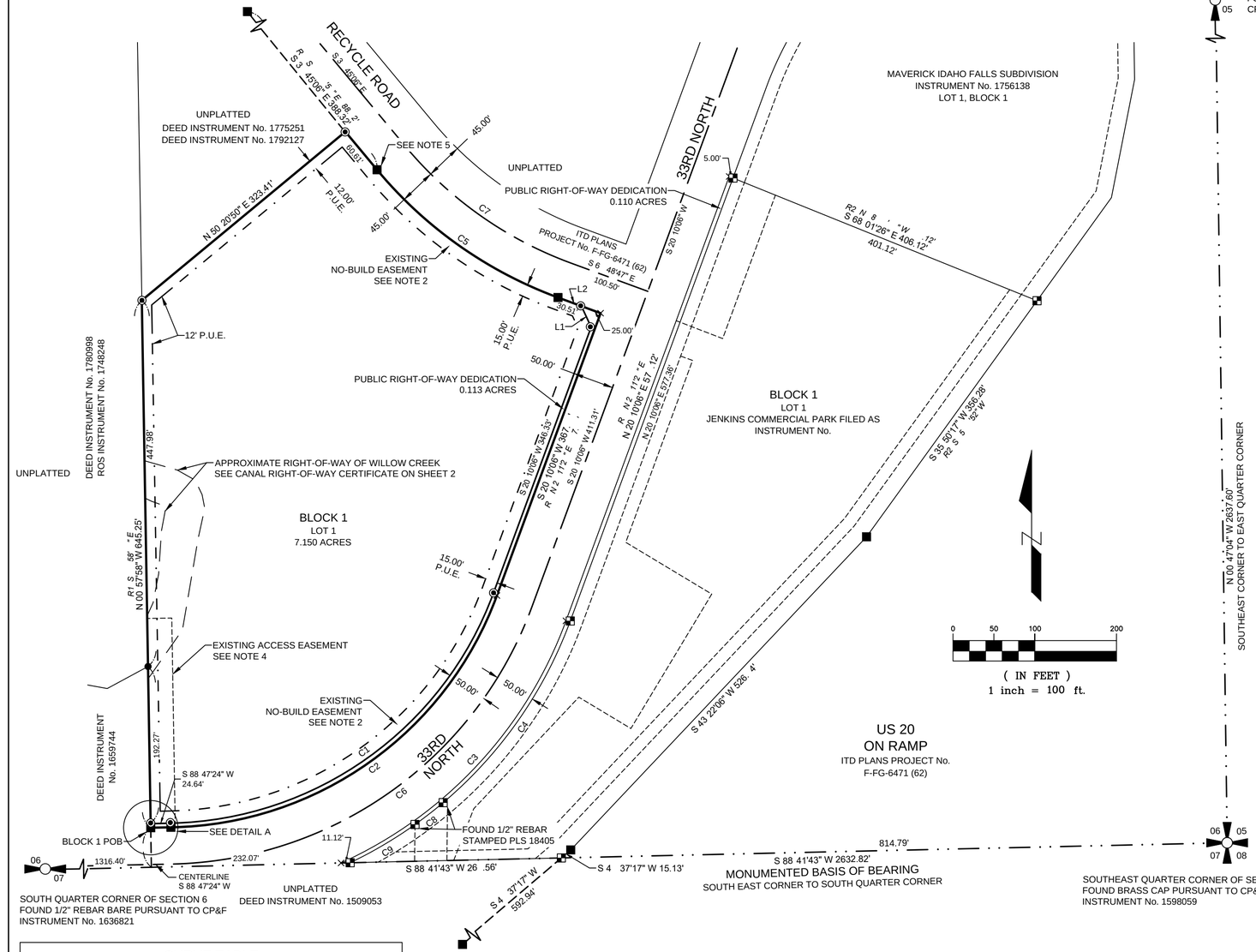
This item has been reviewed by the City's Legal and Municipal Services Departments.

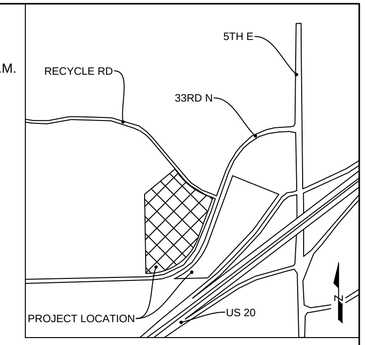

Zoning
PLT26-001 Recycle Road Commercial Park
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Recycle Rd
E 33rd N
N 6th E
US Hwy 20 SB
US Hwy 20 NB
US Hwy 20 SB
US Hwy 20 NB
US Hwy 20 SB
US Hwy 20 NB
N Holmes Ave


Aerial
PLT26-001 Recycle Road Commercial Park
East River Ln
Baldwin Dr
M 5th W
W 33rd N
E 33rd N
Recycle Rd
N 30th E
E Iona Rd
E Iona Rd
Hemmert Dr
US Hwy 20 NB
US Hwy 20 SB
E 31st N
N 30th E
N 30th E
N Blvd
N Boulevard
N Boulevard
N Holbrook Ave
Stanley St
Hemmert Rd
Hemmert Ave
Pop Knoll Way
Fremont Ave
Pioneer Dr
N Boulevard
Doyle Ave

RECYCLE ROAD COMMERCIAL PARK

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

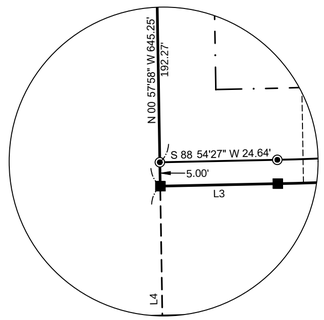




VICINITY MAP

LEGEND

	PLSS SECTION CONTROL (AS NOTED)
	FOUND BRASS RIGHT OF WAY MONUMENT (UNLESS OTHERWISE NOTED)
	FOUND 1/2" REBAR WITH NO CAP
	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405 (UNLESS OTHERWISE NOTED)
	SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
	CALCULATED POINT (NOTHING FOUND/NOTHING SET)
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTER LINE
	15' PUBLIC UTILITY EASEMENT(UNLESS OTHERWISE NOTED)
	ADJOINING BOUNDARY LINE
	SECTION LINE
	EXISTING EASEMENT LINE (TYPE AND WIDTH AS DESCRIBED)
	DIMENSIONAL TIE LINE
/R1□□	RECORD INFORMATION FROM SURVEY INSTRUMENT No. 1748248
/R2□□	RECORD INFORMATION FROM MAVERICK IDAHO FALLS SUBDIVISION INSTRUMENT No. 1756138
/R□□	RECORD INFORMATION FROM DEED FILED AS INSTRUMENT No. 618258
/R□□	RECORD INFORMATION FROM DEED INSTRUMENT No. 1659744
P.U.E.	PUBLIC UTILITY EASEMENT
C.A.E.	CROSS ACCESS EASEMENT
POB	POINT OF BEGINNING
CP&F	CORNER PERPETUATION AND FILING RECORD



DETAIL A:
SCALE 1'= 20'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	515.36'	430.30'	68 37'18"	S 54 28'45" W	485.10'
C2	520.16'	432.46'	68 54'53"	S 54 35'21" W	489.37'
C3	415.13'	522.46'	45 31'30"	N 42 53'3 " E	404.29'
C4	274.26'	530.30'	2 37'56"	N 34 5 '04" E	271.21'
C5	274.12'	522.46'	30 03'41"	S 54 46'57" E	270.99'
C6	575.24'	480.30'	68 37'18"	S 54 28'45" W	541.47'
C7	250.51'	477.46'	30 03'41"	S 54 46'57" E	247.65'
C8	43.61'	530.30'	4 42'41"	S 52 0 '23" W	43.59'
C9	92.25'	530.30'	58'02"	S 5 2 '44" W	92.13'

REFERENCE CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
R3-C2	517.95'	432.46'	68 37'18"	N 54 30'02" E	487.54'
R3-C3	416.01'	522.46'	68 37'18"	N 54 30'02" E	589.00'
R3-C5	274.12'	522.46'	30 03'41"	S 54 46'57" E	270.99'

REFERENCES:

1) DEED INSTRUMENT No. 0618258
2) DEED INSTRUMENT No. 1775251
3) DEED INSTRUMENT No. 1659744
4) DEED INSTRUMENT No. 1780998
5) DEED INSTRUMENT No. 1509053
6) MAVERICK IDAHO FALLS SUBDIVISION PLAT INSTRUMENT No. 1756138
7) BISH'S RV PLAT INSTRUMENT No. 1652356
8) RECORD OF SURVEY INSTRUMENT No. 1748248
9) EASEMENT INSTRUMENT No. 1742276
10) EASEMENT INSTRUMENT No. 618258
11) EASEMENT INSTRUMENT No. 389476 & 389477
12) EASEMENT INSTRUMENT No. 1775250
13) ITD PLANS F-FG-6471 (62)
14) CP&Fs AS LISTED ON THE FACE OF THIS PLAT
15) DEED INSTRUMENT No. 1792127

BASIS OF BEARING

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

NOTES:

1) EXISTING CROSS ACCESS EASEMENT PURSUANT TO INSTRUMENT No. 1742276, DATED: FEB. 28, 2023
2) EXISTING 20' (20 FOOT) WIDE NO-BUILD EASEMENT PURSUANT TO INSTRUMENT No. 618258, DATED: JAN. 11, 1982
3) EXISTING 20' (20 FOOT) WIDE NO-BUILD & DITCH EASEMENT PURSUANT TO INSTRUMENT Nos. 389476 & 389477, DATED: SEP. 11, 1968 (SEE CANAL RIGHT-OF-WAY CERTIFICATE SHEET 2)
4) EXISTING ACCESS EASEMENT PURSUANT TO INSTRUMENT No. 1775250, DATED: SEP. 20, 2024
5) BRASS CAP IN CONCRETE CYLINDER RIGHT-OF-WAY MONUMENT WAS FOUND BENT OVER AND OUT OF ORIGINAL POSITION. A 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405 WAS SET AT THE ACTUAL CORNER POSITION.
6) MONUMENTS SET ALONG 33RD NORTH WERE SET AT THE LOT CORNER LOCATIONS, THESE MONUMENTS SERVE AS WITNESS CORNERS TO THE SUBDIVISION BOUNDARY.

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S 24 4 '21" E	28.29'
L2	S 6 48'47" E	55.51'
L3	S 88 47'24" W	24.66'
L4	N 00 56'54" W	48.38'

R3- LINE TABLE

LINE #	DIRECTION	LENGTH
R3-L2	S 6 48'37" E	54.86'
R3-L3	N 88 48'41" E	23.78'

PROFESSIONAL LAND SURVEYOR
LICENSED
18405
STATE OF IDAHO
CARDON T. PAYNE

IDAHO FALLS, ID

DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 24-086	DATE: March 31, 2026

CONNECT ENGINEERING
P.C. OF IDAHO
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

RECYCLE ROAD COMMERCIAL PARK

1 OF 2 SHEETS

RECYCLE ROAD COMMERCIAL PARK

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED BISH JENKINS AND SON'S, INC, AN IDAHO CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS RECYCLE ROAD COMMERCIAL PARK, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

OWNER, 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, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS HEIRS, SUCCESSORS, OR ASSIGNS.

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

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

BISH JENKINS AND SON'S INC., AN IDAHO CORPORATION

_____
TROY JENKINS, PRESIDENT

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. 50-1334, THE OWNER DOES HEREBY CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____ DAY OF _____, 2026.
BISH JENKINS AND SON'S, INC

_____
TROY JENKINS, PRESIDENT

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:

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TROY JENKINS, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE IDAHO CORPORATION OF BISH JENKINS AND SON'S INC AND THE PERSON WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO:_____

RESIDING AT:_____

MY COMMISSION EXPIRES ON:_____

BOUNDARY DESCRIPTION

PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, IDAHO FALLS, STATE OF IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO FROM WHICH THE SOUTH QUARTER CORNER OF THE SAID SECTION 6 BEARS S 88 41'43" W 2632.83 FEET, THENCE S 88 41'43" W 1316.43 FEET ALONG THE SOUTH LINE OF THE SAID SECTION 6, THENCE N 00 56'54" W 48.38 FEET TO A POINT ON THE EAST BOUNDARY LINE OF A DEED RECORDED AS INSTRUMENT No. 1659744 IN BONNEVILLE COUNTY POINT ALSO BEING THE **POINT OF BEGINNING;**

THENCE N 00 57'58" W 645.25 FEET ALONG THE EAST BOUNDARY LINE OF DEED INSTRUMENT No. 165 744 AND DEED INSTRUMENT No. 1780998 TO A POINT ON THE NORTH BOUNDARY OF INSTRUMENT No. 1792126;
THENCE N 50 20'50" E 323.41 FEET ALONG THE NORTH BOUNDARY DEED INSTRUMENT No. 17 2126 AND 17 2127 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RECYCLE ROAD;
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF RECYCLE ROAD AND WEST RIGHT-OF-WAY LINE OF 33RD NORTH AS SHOWN ON ITD PLANS PROJECT No. F-FG-6471 (62) AND DEED FILED AS INSTRUMENT No. 618258 FOR THE FOLLOWING SIX (6) COURSES;

1) THENCE S 3 45'06" E 60.61 FEET TO A CURVE TO THE LEFT;
2) THENCE 274.12 FEET ALONG THE SAID CURVE TO LEFT (CURVE DATA: RADIUS= 522.46 FEET, DELTA= 30 03'41", CHORD S 54 46'57" E 270. FEET)
3) THENCE S 6 48'47" E 55.51 FEET TO THE WEST RIGHT-OF-WAY LINE OF 33RD NORTH;
4) THENCE S 20 10'06" W 367. FEET TO A NON-TANGENT CURVE TO THE RIGHT;
5) THENCE 520.16 FEET ALONG THE SAID NON-TANGENT CURVE TO RIGHT (CURVE DATA: RADIUS= 432.46 FEET, DELTA 68 54'53", CHORD S 54 35'21" W 48 .37 FEET)
6) THENCE S 88 47'24" W 24.66 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 33RD N SHOWN IN ITD PLANS PROJECT No. F-FG-6471 (62) AND DEED INSTRUMENT No. 618258 ALSO BEING THE **POINT OF BEGINNING.**

SAID PROPERTY CONTAINS 7.263 ACRES MORE OR LESS

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202__.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

IRRIGATION WATER RIGHTS DISCLOSURE

THE PROPERTY INCLUDED IN THIS PLAT HAS BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 11/18/2025 INSTRUMENT No. 1801421

DATE: 11/18/2025 INSTRUMENT No. 1801422

EXAMINING SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. 50-1305.

DATE:_____ _____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL PLS 12223

CANAL RIGHT-OF-WAY

ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF-WAY DEFINED BY I.C. 42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN, UNDER, UPON OR OVER THE AREA, TO ENSURE THAT ANY SUCH ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY.

FLOOD PLAIN DESIGNATION

ZONE C PER FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1600270065 C, EFFECTIVE DATE NOVEMBER 4, 1981.
AND
ZONE X PER FLOOD INSURANCE RATE MAP AS SHOWN ON PANEL 70 OF 600 OF COMMUNITY-PANEL NUMBER 1600270070 D, EFFECTIVE DATE APRIL 2, 2002.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF RECYCLE ROAD COMMERCIAL PARK, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____ _____
BONNEVILLE COUNTY RECORDER DATE

TREASURER'S CERTIFICATE

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

_____ _____
BONNEVILLE COUNTY TREASURER DATE

SURVEYOR'S NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF TROY JENKINS WITH THE INTENTIONS TO PLAT THE LAND SHOWN FOR FUTURE DEVELOPMENT.

THE WEST BOUNDARY WAS DETERMINED BY FOUND MONUMENTS, SECTION CONTROL AND INFORMATION FOUND IN DEEDS INSTRUMENT No. 1659744 AND 1780998. THE NORTH BOUNDARY WAS DETERMINED BY INFORMATION FOUND IN DEED INSTRUMENT No. 1775251. THE EAST AND WEST AND SOUTH BOUNDARIES WERE DETERMINED BY THE RIGHT-OF-WAY OF RECYCLE ROAD AND 33RD NORTH.

RECYCLE ROAD AND 33RD NORTH:
RIGHT-OF-WAYS WERE DETERMINED BY FOUND RIGHT-OF-WAY MONUMENTS ALONG 33RD NORTH AND RECYCLE ROAD. COMBINED WITH INFORMATION SHOWN ON ITD PLANSET F-FG-6471 (62), RECORD OF SURVEY FILED AS INSTRUMENT No. 1748248, AND DEED FILED AS INSTRUMENT No. 618258. FOUND MONUMENTS AND RECORD INFORMATION MATCHED WELL, OTHER THAN THE CURVE FOR 33RD NORTH SHOWN AS CURVE C3 ON THIS SURVEY. IN ORDER TO MAINTAIN HARMONY WITH THE RECOVERED MONUMENTS AND RECORD INFORMATION AS DESCRIBED ABOVE I COULD NOT MAINTAIN TANGENCY WITH THE CURVE FOR 33RD NORTH. I RESOLVED THE CENTERLINE CURVE BY MAINTAINING RECORD RADIUS LENGTH. C1 AND C4 SHOWN ON THIS PLAT ARE NOT PARALLEL WITH THE CURVE ALONG 33RD NORTH. THEY ARE TANGENT WITH THE REST OF THE RIGHT-OF-WAY DEDICATION AREAS AND WILL CREATE A TANGENT RIGHT-OF-WAY CURVE FOR FUTURE 33RD NORTH EXPANSION.

SURVEYOR'S CERTIFICATE

I, CARDON T. PAYNE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS RECYCLE ROAD COMMERCIAL PARK, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

_____
CARDON T. PAYNE, PLS 18405

PROFESSIONAL LAND SURVEYOR
LICENSED
18405
STATE OF IDAHO
CARDON T. PAYNE

IDAHO FALLS, ID

DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 24-086	DATE: March 31, 2026

CONNECT ENGINEERING
P: C-C-E.com
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

RECYCLE ROAD COMMERCIAL PARK

COMMUNITY DEVELOPMENT SERVICES

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

IDAHO FALLS

Building Department
Office (208) 612-8270
Fax (208) 612-8520

MEMORANDUM

TO: Honorable Mayor Lisa Burtenshaw and City Council

FROM: Wade Sanner, Director

DATE: Monday, November 2, 2026

RE: Recycle Road Commercial Park – Final Plat Extension

On May 21, 2026, the City Council unanimously approved the final plat for Recycle Road Commercial Park. The applicant requests a 60-day extension to complete the remaining administrative and technical requirements for recording the plat. The request affects only the recording deadline and does not alter the approved final plat or development agreement. Since the Council's approval, no material changes have occurred in surrounding land uses, zoning, infrastructure conditions, or applicable ordinances that would warrant reconsideration. Granting the extension will allow the applicant to complete the recording process.

Subdivision Ordinance

Section 10-1-9(B)(5) Recording the Final Plat:

> (b) Upon approval and execution of the final plat, the City Surveyor shall file the plat with the Bonneville County Recorder's office. All approved final plats shall be offered for record within one hundred and eight (180) days following approval by the Council, unless an extension of time for filing is granted by the Council.
>
> (c) If the final plat is not offered for record within one hundred and eighty (180) days, or other time period granted by the Council, because of the applicant's failure to meet the requirements specified herein, the Council may rescind its approval of the plat.

Please let me know if you have any questions or would like additional information.

From:	Blake Jolley
To:	David Peterson
Cc:	Cardon Payne; Michael Walker; Michael Applegate; Cesar Molina
Subject:	Recycle Road Plat
Date:	Monday, October 26, 2026 3:38:57 PM
Attachments:	image.png

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

David,

We have been working on the Recycle Road Division 1 plat and the needed documentation. It appears that the people needed have been out of town. From what we gather they are available now. Can we request a 60 day extension to get this all finalized?

Thanks,

Blake Jolley, P.E. (Arizona, Idaho, Montana, Nevada, Utah)
bjolley@connectengr.com

***** **WE HAVE MOVED!** *******
Now located at 1795 N Holmes Ave, Idaho Falls, ID 83401
Please update your records with our new addresses:
Office: 1795 N Holmes Avenue, Idaho Falls, ID 83401
Mailing: P.O. Box 50370, Idaho Falls, ID 83405

CONNECT ENGINEERING
CIVIL ENGINEERING | SURVEYING | CONSTRUCTION
Idaho Falls | Chubbuck
208.881.0081

PRIVILEGED AND CONFIDENTIAL: This document and the information contained herein are confidential and protected from disclosure. This message and it's content is intended only for the use of the addressee(s) and may contain sensitive/ confidential information. If you are not the intended recipient, you are hereby notified that the use, dissemination, or copying of this information is strictly prohibited, please notify the sender immediately.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF RECYCLE ROAD COMMERCIAL PARK, GENERALLY LOCATED NORTH OF E 33RD NORTH, EAST OF N BOULEVARD, SOUTH OF RECYCLE RD, AND WEST OF N 5TH EAST.

WHEREAS, the applicant filed an application for a final plat on January 8, 2026; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on March 3, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 21, 2026, and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property comprises approx. 7.263 acres of land, generally located north of E 33rd North, east of N Boulevard, south of Recycle Road, and west of N 5th East.
3. The final plat includes 1 buildable lot.
4. Access to the subdivision will come from Recycle Rd, a major collector, and E 33rd North, a minor arterial.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and the HC, Highway Commercial Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 21 DAY OF May, 2026

Lisa Burtenshaw - Mayor

Memorandum

File #: 26-435 **City Council** RETURN TO AGENDA

DATE: Tuesday, November 3, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

Title
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 30.

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

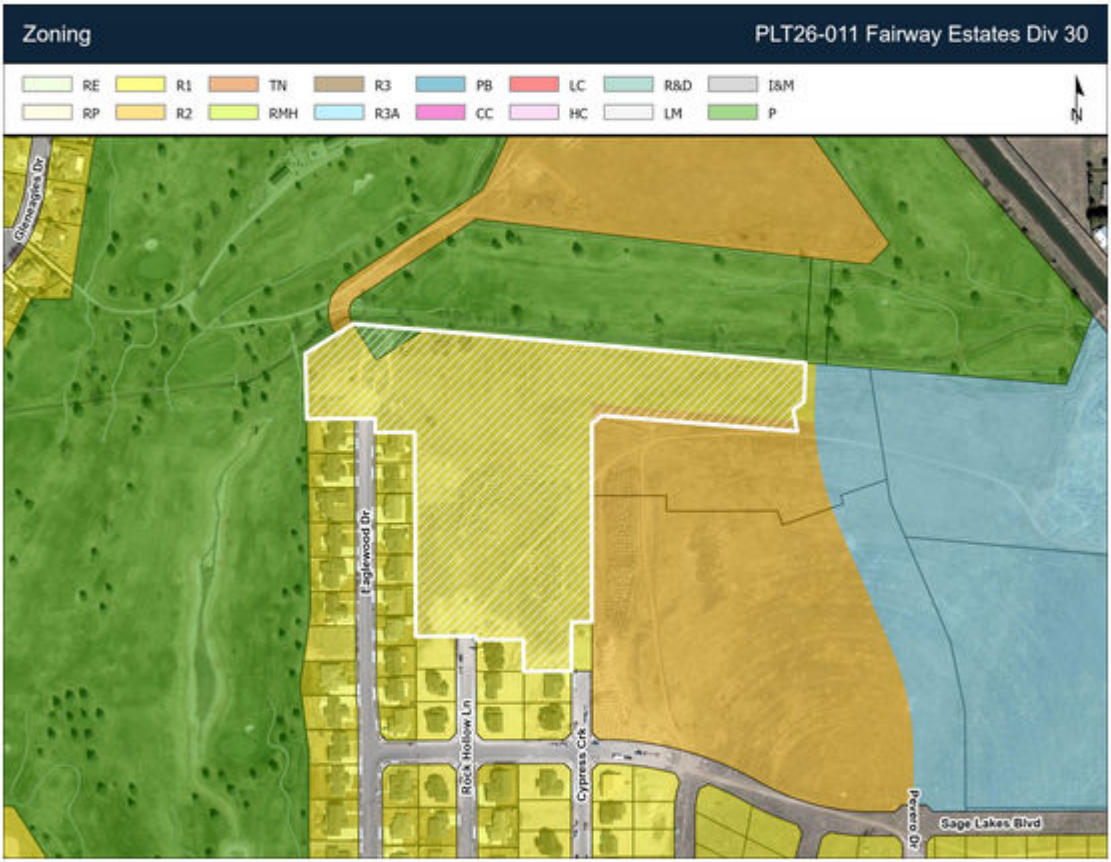
Action(s) Requested:
1. Approve the Development Agreement for the Final Plat for Fairway Estates Division No. 30 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

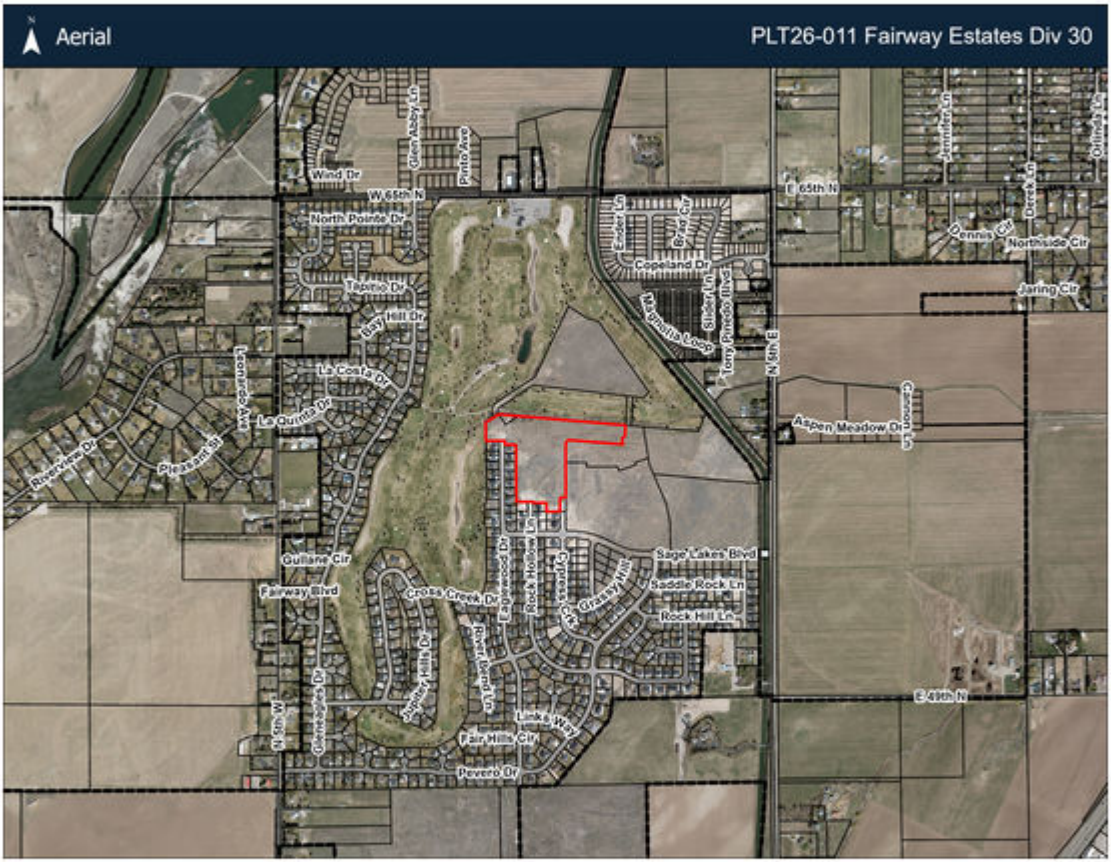
2. Approve the Final Plat for Fairway Estates Division No. 30 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

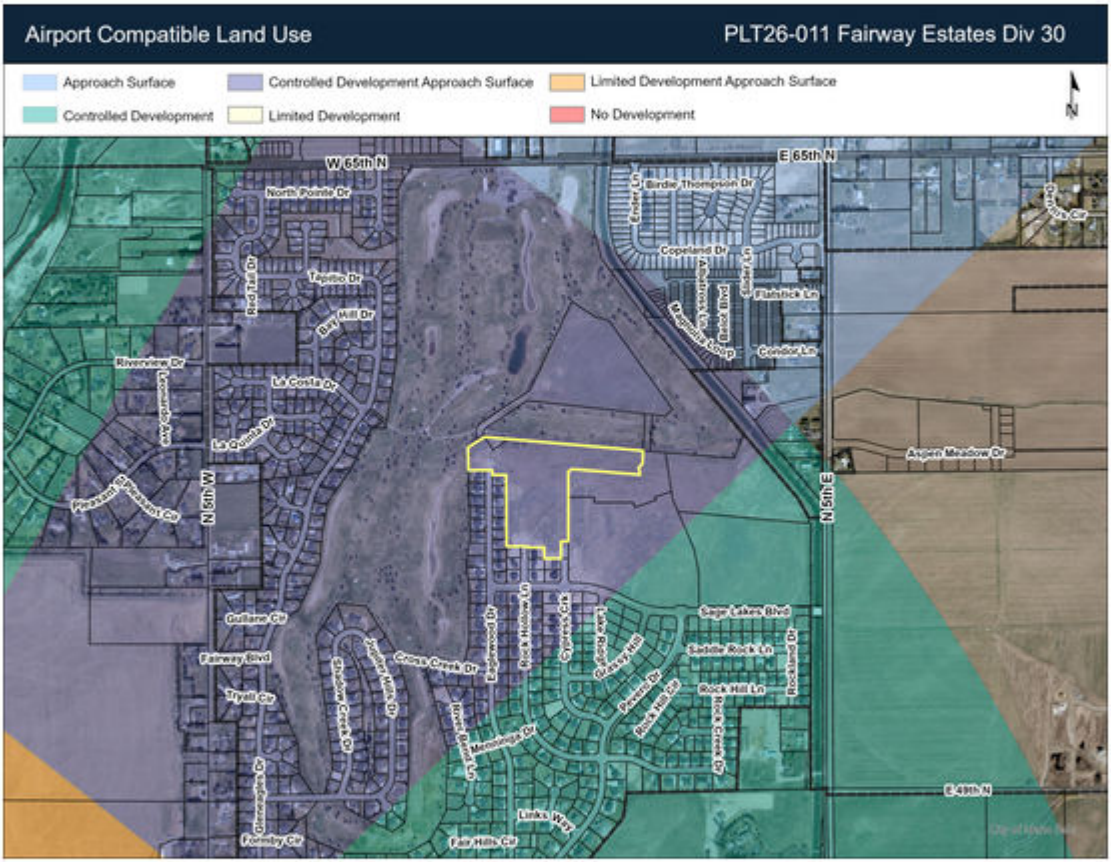
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 30 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 30. The Planning and Zoning Commission considered this item at its June 2, 2026, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. This Final Plat was reviewed by CDS Planning staff as well as staff from Fire, Idaho Falls Power, and the Public Works Water, Wastewater, and Engineering/Survey Divisions.

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


Zoning
PLT26-011 Fairway Estates Div 30
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
Glenaglen Dr
Eaglewood Dr
Rock Hollow Ln
Cypress Crk
Peveto Dr
Sage Lakes Blvd


Aerial
PLT26-011 Fairway Estates Div 30
Wind Dr
Green Abbey Ln
Punto Ave
W 65th N
North Pointe Dr
Tapatio Dr
Bay Hill Dr
La Costa Dr
La Quinta Dr
Leucrest Ave
Riverview Dr
Pleasant St
Gullane Cir
Fairway Blvd
Cross Creek Dr
Rocky Hills Dr
Rocky Hills Ln
Fair Hills Cir
Pevero Dr
Links Way
Cypress Creek Dr
Grassy Hill Dr
Saddle Rock Ln
Rock Hill Ln
Sage Lakes Blvd
Copeland Dr
Ender Ln
Bay Cir
Magnolia Loop
Sliver Ln
Terry Pinedo Ln
N 9th St
E 65th N
Jennifer Ln
Dennis Cir
Creek Ln
Northside Cir
Jaring Cir
Ollinda Ln
Aspen Meadow Dr
Cypress Ln
E 49th N


Airport Compatible Land Use
PLT26-011 Fairway Estates Div 30
Approach Surface
Controlled Development Approach Surface
Limited Development Approach Surface
Controlled Development
Limited Development
No Development
N
W 65th N
E 65th N
North Pointe Dr
Red Tail Dr
Tapatio Dr
Bay Hill Dr
Riverview Dr
La Costa Dr
Pheasant Run Dr
N 5th W
Guillane Cir
Fairway Blvd
Tyrell Cir
Fairway Dr
Formby Cir
Cross Creek Dr
Cross Creek Cir
Jordan Hills Dr
Edgewood Dr
Rock Hollow Ln
Cypress Cir
Hawks Brook Ln
Hemmings Dr
Fair Hills Cir
Links Way
Eagle Ridge Dr
Grassy Hill
Pavers Dr
Rock Hill Cir
Rock Hill Ln
Saddle Rock Ln
Sage Lakes Blvd
Rockland Dr
Prairie Creek Dr
Eagle Birdie Thompson Dr
Copeland Dr
Eagle Ridge Dr
Eagle Crossing Ln
Eagle Ridge Loop
Flintrick Ln
Condor Ln
Aspen Meadow Dr
N 5th E
E 49th N

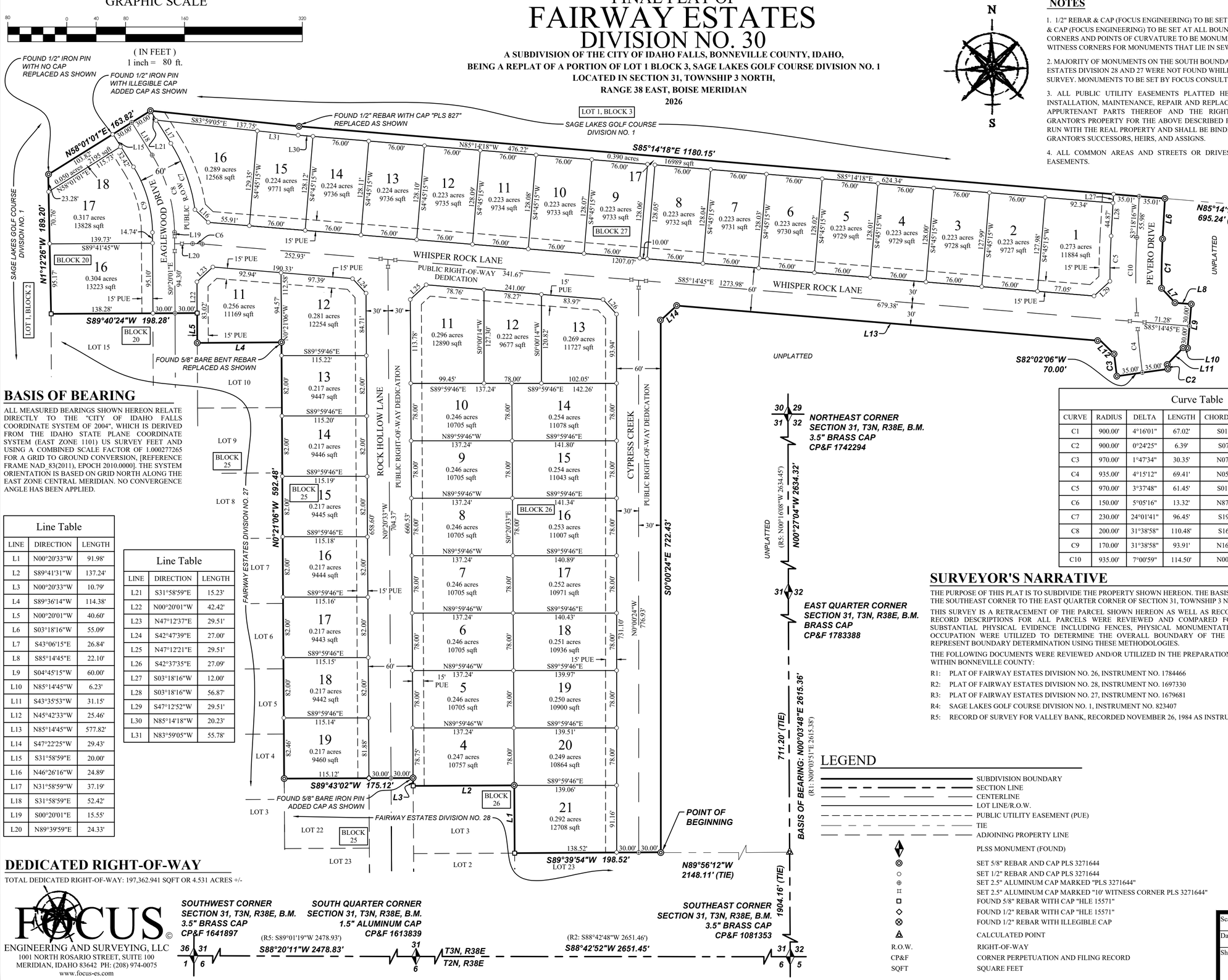
FINAL PLAT OF
FAIRWAY ESTATES
DIVISION NO. 30

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING A REPLAT OF A PORTION OF LOT 1 BLOCK 3, SAGE LAKES GOLF COURSE DIVISION NO. 1
LOCATED IN SECTION 31, TOWNSHIP 3 NORTH,
RANGE 38 EAST, BOISE MERIDIAN
2026

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.



BASIS OF BEARING

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000272765 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.

Line Table		
LINE	DIRECTION	LENGTH
L1	N00°20'33"W	91.98'
L2	S89°41'31"W	137.24'
L3	N00°20'33"W	10.79'
L4	S89°36'14"W	114.38'
L5	N00°20'01"W	40.60'
L6	S03°18'16"W	55.09'
L7	S43°06'15"E	26.84'
L8	S85°14'45"E	22.10'
L9	S04°45'15"W	60.00'
L10	N85°14'45"W	6.23'
L11	S43°35'53"W	31.15'
L12	N45°42'33"W	25.46'
L13	N85°14'45"W	577.82'
L14	S47°22'25"W	29.43'
L15	S31°58'59"E	20.00'
L16	N46°26'16"W	24.89'
L17	N31°58'59"W	37.19'
L18	S31°58'59"E	52.42'
L19	S00°20'01"E	15.55'
L20	N89°39'59"E	24.33'

Line Table		
LINE	DIRECTION	LENGTH
L21	S31°58'59"E	15.23'
L22	N00°20'01"W	42.42'
L23	N47°12'37"E	29.51'
L24	S42°47'39"E	27.00'
L25	N47°12'21"E	29.51'
L26	S42°37'35"E	27.09'
L27	S03°18'16"W	12.00'
L28	S03°18'16"W	56.87'
L29	S47°12'52"W	29.51'
L30	N85°14'18"W	20.23'
L31	N83°59'05"W	55.78'

DEDICATED RIGHT-OF-WAY

TOTAL DEDICATED RIGHT-OF-WAY: 197,362.941 SQFT OR 4.531 ACRES +/-

NOTES

1. 1/2" REBAR & CAP (FOCUS ENGINEERING) TO BE SET AT ALL LOT CORNERS. 5/8" REBAR & CAP (FOCUS ENGINEERING) TO BE SET AT ALL BOUNDARY CORNERS. RIGHT-OF-WAY CORNERS AND POINTS OF CURVATURE TO BE MONUMENTED WITH METAL CAPS AND WITNESS CORNERS FOR MONUMENTS THAT LIE IN SEWER MANHOLES.
2. MAJORITY OF MONUMENTS ON THE SOUTH BOUNDARY LINE SHARED WITH FAIRWAY ESTATES DIVISION 28 AND 27 WERE NOT FOUND WHILE CONDUCTING FIELDWORK FOR SURVEY. MONUMENTS TO BE SET BY FOCUS CONSULTING.
3. ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES. THE EASEMENT SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS, AND ASSIGNS.
4. ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY EASEMENTS.

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	900.00'	4°16'01"	67.02'	S01°10'16"W	67.01'
C2	900.00'	0°24'25"	6.39'	S07°45'42"E	6.39'
C3	970.00'	1°47'34"	30.35'	N07°04'07"W	30.35'
C4	935.00'	4°15'12"	69.41'	N05°50'19"W	69.39'
C5	970.00'	3°37'48"	61.45'	S01°29'23"W	61.44'
C6	150.00'	5°05'16"	13.32'	N87°47'23"W	13.32'
C7	230.00'	24°01'41"	96.45'	S19°58'08"E	95.75'
C8	200.00'	31°38'58"	110.48'	S16°09'30"E	109.08'
C9	170.00'	31°38'58"	93.91'	N16°09'30"W	92.72'
C10	935.00'	7°00'59"	114.50'	N00°12'13"W	114.43'

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. THE BASIS OF BEARING IS N00°03'48"E FROM THE SOUTHEAST CORNER TO THE EAST QUARTER CORNER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST.

THIS SURVEY IS A RETRACEMENT OF THE PARCEL SHOWN HEREON AS WELL AS RECORDED ADJOINING SUBDIVISIONS. RECORD DESCRIPTIONS FOR ALL PARCELS WERE REVIEWED AND COMPARED FOR OVERALL FIT AND INTENT. SUBSTANTIAL PHYSICAL EVIDENCE INCLUDING FENCES, PHYSICAL MONUMENTATION, AND PERCEIVED LINES OF OCCUPATION WERE UTILIZED TO DETERMINE THE OVERALL BOUNDARY OF THE SUBDIVISION. SET MONUMENTS REPRESENT BOUNDARY DETERMINATION USING THESE METHODOLOGIES.

THE FOLLOWING DOCUMENTS WERE REVIEWED AND/OR UTILIZED IN THE PREPARATION OF THIS SURVEY, ALL LOCATED WITHIN BONNEVILLE COUNTY:

R1: PLAT OF FAIRWAY ESTATES DIVISION NO. 26, INSTRUMENT NO. 1784466
R2: PLAT OF FAIRWAY ESTATES DIVISION NO. 28, INSTRUMENT NO. 1697330
R3: PLAT OF FAIRWAY ESTATES DIVISION NO. 27, INSTRUMENT NO. 1679681
R4: SAGE LAKES GOLF COURSE DIVISION NO. 1, INSTRUMENT NO. 823407
R5: RECORD OF SURVEY FOR VALLEY BANK, RECORDED NOVEMBER 26, 1984 AS INSTRUMENT NO. 673933

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- CENTERLINE
- LOT LINE/R.O.W.
- PUBLIC UTILITY EASEMENT (PUE)
- TIE
- ADJOINING PROPERTY LINE
- PLSS MONUMENT (FOUND)
- SET 5/8" REBAR AND CAP PLS 3271644
- SET 1/2" REBAR AND CAP PLS 3271644
- SET 2.5" ALUMINUM CAP MARKED "PLS 3271644"
- SET 2.5" ALUMINUM CAP MARKED "10' WITNESS CORNER PLS 3271644"
- FOUND 5/8" REBAR WITH CAP "HLE 15571"
- FOUND 1/2" REBAR WITH CAP "HLE 15571"
- FOUND 1/2" REBAR WITH ILLEGIBLE CAP
- CALCULATED POINT
- R.O.W. RIGHT-OF-WAY
- CP&F CORNER PERPETUATION AND FILING RECORD
- SQFT SQUARE FEET

PROFESSIONAL LAND SURVEYOR
LICENSED
10/20/26
3271644
STATE OF IDAHO
TRENTON SMITH

FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

Scale:	1"=80'	Drawn:	JTS
Date:	09/30/2026	Job #:	26-5024
Sheet:	1 OF 3		

V:_2026\26-5024 Fairway Estates R1 Single Family\design 26-5024\dwg\sheets\Division 30 Plat\26-5024 Final Plat Div.30.dwg

FINAL PLAT OF
FAIRWAY ESTATES
DIVISION NO. 30

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING A REPLAT OF A PORTION OF LOT 1 BLOCK 3, SAGE LAKES GOLF COURSE DIVISION NO. 1
LOCATED IN SECTION 31, TOWNSHIP 3 NORTH,
RANGE 38 EAST, BOISE MERIDIAN
2026

BOUNDARY DESCRIPTION

A part of Section 31, Township 3 North, Range 38 East, Boise Meridian, located in Idaho Falls, Bonneville County, Idaho, being more particularly described as follows:

Commencing from the Southeast Corner of Section 31, Township 3 North, Range 38 East, Boise Meridian; thence N00°03'48"E 1904.16 feet along the East line of said Section 31 from the aforementioned southeast corner; thence N89°56'12"W 2148.11 feet to a point on the Northerly line of Fairway Estates Division 28, Instrument No. 1697330, said point being the Point of Beginning;

thence along said Fairway Estates Division No. 28 the following five (5) courses:
(1) S89°39'54"W 198.52 feet;
(2) thence N00°20'33"W 91.98 feet;
(3) thence S89°41'31"W 137.24 feet;
(4) thence N00°20'33"W 10.79 feet;
(5) thence S89°43'02"W 175.12 feet;
to a point on the Easterly boundary of Fairway Estates Division No. 27, Instrument No. 1679681;
thence along said Division No. 27 the following four (4) courses:
(1) N00°21'06"W 592.48 feet;
(2) thence S89°36'14"W 114.38 feet;
(3) thence N00°20'01"W 40.60 feet;
(4) thence S89°40'24"W 198.28 feet;
to a point on the Easterly boundary of Sage Lakes Golf Course Division No. 1, Instrument No. 823407;
thence along said Sage Lakes Golf Course Division No. 1 the following two (2) courses:
(1) N01°12'26"W 189.20 feet;
(2) N58°01'01"E 163.82 feet;
thence S83°59'05"E 202.77 feet;
to a point on the Southerly boundary of Sage Lakes Golf Course Division No. 1, Instrument No. 823407;
thence along said Sage Lakes Golf Course Division No. 1 S85°14'18"E 1180.15 feet;
thence S03°18'16"W 55.09 feet;
thence Southerly along the arc of a tangent to aforementioned line curve to the left, a distance of 67.02 feet, said curve having a radius of 900.00 feet, a central angle of 04°16'01", and a long chord bearing S01°10'16"W a distance of 67.01 feet;
thence S43°06'15"E 26.84 feet;
thence S85°14'45"E 22.10 feet;
thence S04°45'15"W 60.00 feet;
thence N85°14'45"W 6.23 feet;
thence S43°35'53"W 31.15 feet;
thence Southerly along the arc of a non-tangent to aforementioned line curve to the left, a distance of 6.39 feet, said curve having a radius of 900.00 feet, a central angle of 00°24'25", and a long chord bearing S07°45'42"E a distance of 6.39 feet;
thence S82°02'06"W 70.00 feet;
thence Northerly along the arc of a non-tangent to aforementioned line curve to the right, a distance of 30.35 feet, said curve having a radius of 970.00 feet, a central angle of 01°47'34", and a long chord bearing N07°04'07"W a distance of 30.35 feet;
thence N45°42'33"W 25.46 feet;
thence N85°14'45"W 577.82 feet;
thence S47°22'25"W 29.43 feet;
thence S00°00'24"E 722.43 feet to the Point of Beginning.

Contains: 15.901 acres +/-

CERTIFICATE OF SURVEYOR

I, Trenton D. Smith, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as Fairway Estates Division No. 30, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

PROFESSIONAL LAND SURVEYOR LICENSED 10/20/26 3271644 STATE OF IDAHO TRENTON SMITH

TRENTON D. SMITH, P.L.S. 3271644 — DATE

FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

OWNERS' DEDICATION

Know all men by these presents: that the undersigned, Goldstone Properties 1, LLC, an Idaho Limited Liability Company, and London Property One, LLC, a Utah Limited Liability Company, and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, are the lawful OWNERS of the tract of land included within the boundary description shown hereon and have caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as Fairway Estates Division No. 30, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

BE IT FURTHER KNOWN that the OWNERS do hereby dedicate grant and convey to the public, all streets and rights-of-way shown hereon, that OWNERS also do hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNERS, or their heirs, successors 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 such right of removal may be exercised without prior notice to OWNERS or OWNERS' heirs, successors, or assigns.

OWNERS or their heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNERS or their heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permitees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNERS or their successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permitees or licensees ordinary use of the public easements with due care.

OWNERS or their heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNERS and their heirs, successors, or assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNERS have hereunto subscribed their seals and signatures this _____day of _____, 202____.

Goldstone Properties 1, LLC

_____

James Hirrlinger, Manager

London Property One, LLC

_____

Jared Huish, Manager

City of Idaho Falls, Idaho

_____

By: Lisa Burtenshaw, Mayor

AIRPORT DISCLOSURE

THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT OVERLAY ZONE, ENACTED MAY 09, 2019, AND ALTHOUGH LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC OVERFLIGHT MAY BE PRESENT.

ACKNOWLEDGEMENT

STATE OF _____)
:SS.
COUNTY OF _____)

On this _____day of _____, 20___, before me the undersigned, a notary public in and for said state, personally appeared James Hirrlinger, known or identified to me to be a managing member of the limited liability company of Goldstone Properties 1, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNERS' 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.

_____
Notary Public for the State of Idaho

Residing at: _____

Commission Expiration Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
:SS.
COUNTY OF _____)

On this _____day of _____, 20___, before me the undersigned, a notary public in and for said state, personally appeared Jared Huish, known or identified to me to be a managing member of the limited liability company of London Property One, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNERS' Dedication and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

_____
Notary Public for the State of Idaho

Residing at: _____

Commission Expiration Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
:SS.
COUNTY OF _____)

On this _____day of _____, 20___, before me the undersigned, a notary public in and for said state, personally appeared Lisa Burtenshaw, known or identified to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, and the officer who subscribed said municipal corporation's name to the foregoing OWNERS' Dedication and the Drinking Water System Certificate and acknowledged to me that she is authorized to execute the same for and on behalf of said municipal corporation.

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

_____
Notary Public for the State of Idaho

Residing at: _____

Commission Expiration Date: _____

Scale: N.T.S	Drawn: JTS
Date: 09/30/2026	Job #: 26-5024
Sheet: 2 OF 3	

V:_2026\26-5024 Fairway Estates R1 Single Family\design 26-5024\dwg\sheets\Division 30 Plat\26-5024 Final Plat Div.30.dwg

FINAL PLAT OF

FAIRWAY ESTATES
DIVISION NO. 30

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING A REPLAT OF A PORTION OF LOT 1 BLOCK 3, SAGE LAKES GOLF COURSE DIVISION NO. 1
LOCATED IN SECTION 31, TOWNSHIP 3 NORTH,
RANGE 38 EAST, BOISE MERIDIAN
2026

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT SAGE LAKES, DIVISION 30, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

BONNEVILLE COUNTY RECORDER DATE

TREASURER'S CERTIFICATE

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

BONNEVILLE COUNTY TREASURER DATE

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

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: _____ INSTRUMENT NO. _____

FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

EXAMINING SURVEYOR'S CERTIFICATE

I, HEREBY 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.

BONNEVILE COUNTY SURVEYOR DATE:

DAVID D. ROMRELL PLS 12223

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202___.

MAYOR

CITY CLERK

CITY ENGINEER

CHRIS CANFIELD, P.E. 10551

CITY SURVEYOR

KENNETH BALDWIN ROBERTS, P.L.S. 9755

DRINKING WATER SYSTEM CERTIFICATE (IDAHO FALLS)

PURSUANT TO I.C. §50-1334, THE OWNERS DO HEREBY CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM AND THE CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISION OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO SET THEIR SIGNATURE THIS_____ DAY OF _____,20_____.

LONDON PROPERTIES ONE, LLC

JARED HUISH, MANAGER DATE

GOLDSTONE PROPERTIES 1, LLC

JIM HIRRLINGER, MANAGER DATE

CITY OF IDAHO FALLS, IDAHO

BY: LISA BURTENSHAW, MAYOR DATE

PROFESSIONAL LAND SURVEYOR
LICENSED
10/20/26
3271644
STATE OF IDAHO
TRENTON SMITH

Scale: N.T.S	Drawn: JTS
Date: 09/30/2026	Job #: 26-5024
Sheet: 3 OF 3	

V:_2026\26-5024 Fairway Estates R1 Single Family\design 26-5024\dwg\sheets\Division 30 Plat\26-5024 final Plat Div.30.dwg

STAFF REPORT

FINAL PLAT
Fairway Estates Division 30
November 12, 2026

IDAHO FALLS

Community
Development Services

Applicant:
Dennis Jordan,
Focus Consulting

Developer:
Jared Huish

Project Manager:
Brian J. Stevens

Location: Generally located north of Sage Lakes Blvd, east of Sage Lakes Golf Course, south of E 65th North, and west of N 5th East.

Size: Approx. 14.22 acres
Lots: 47
Buildable: 45

Existing Zoning:
Site: R1, R2, and P
North: P, R2
South: R1, R2
East: R2, R3A
West: R1, P

Existing Land Uses:
Site: Vacant
North: Golf Course
South: Residential
East: Vacant
West: Residential and Golf Course

Future Land Use Map:
Suburban and General Urban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: The Mayor and City Council to **approve** the final plat as presented.

History: The property is currently zoned R1 Single Dwelling Residential Zone, R2 Mixed Residential Zone, and P Public Zone. It was originally annexed into the City in June 2019. This area is developing as part of the Fairway Estates and generally includes single unit detached housing.

Staff Comments: The proposed final plat consists of 47 lots. Approximately 14.22 acres and includes 45 buildable lots. Access to lots will be from city streets. One of the non-buildable lots 18 block 20 is intended to get utilities to a new sage lakes golf course restroom via a land swap. This swap will require a rezone following approval of the plat, before building can happen on lots affected.

Several sections of local streets will be constructed with this plat. Whispering Rock Lane, Eagle Wood Drive, Rock Hollow Lane and Cypress Creek

The Comprehensive Plan designates this area as suburban and General Urban.

Staff Recommendation: Staff has reviewed the final plat and finds it consistent with the Comprehensive Plan. The plat also meets the requirements of the Subdivision Ordinance and Comprehensive Zoning Ordinance. Staff recommends approval of the final plat as presented.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures require otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Whispering Rock Lane Eagle Wood Drive Rock Hollow Lane Cypress Creek

Subdivision Ordinance:

10-1-5: GENERAL SUBDIVISION STANDARDS

Meets all standards.

10-1-9: FINAL PLAT APPROVAL PROCESS

(A)(9) If the final plat conforms to the provisions of the Subdivision Ordinance and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat.

Zoning Ordinance:

PURPOSE OF ZONES

R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

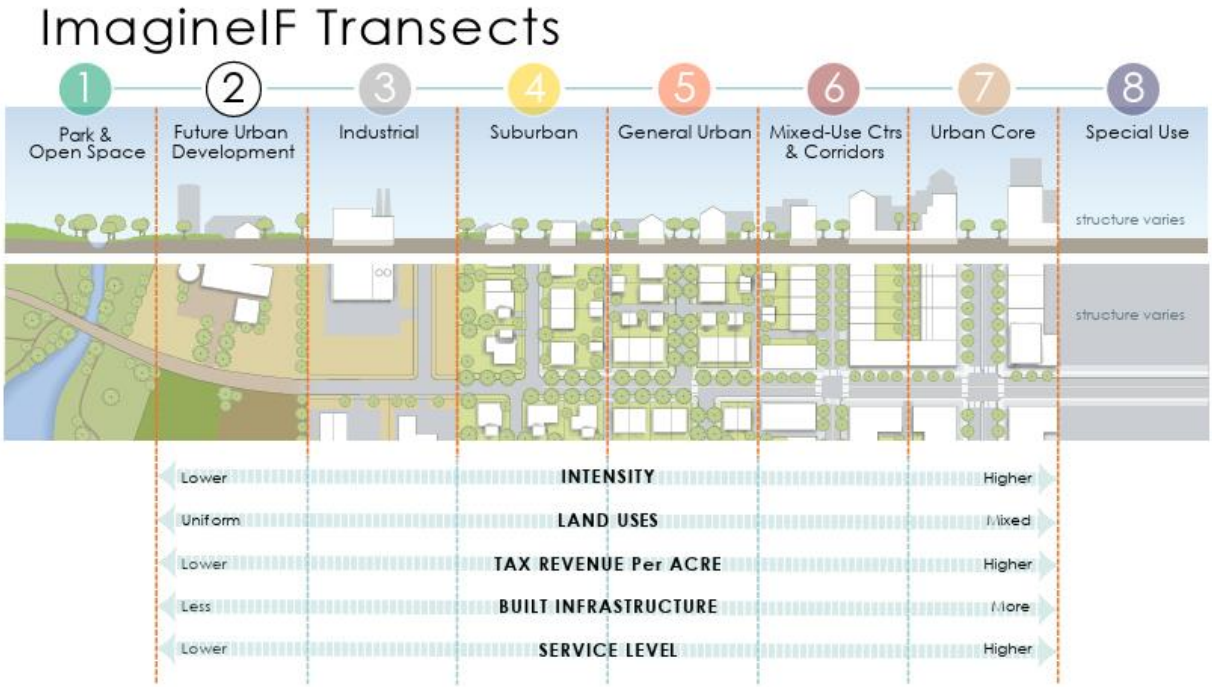
P Public Zone This zone is primarily intended for public sites, buildings, and uses where activities conducted provide service to the public. This zone can also be used as a holding zone for properties that do not yet have an identified use. Another purpose of this zone is to identify the appropriate location and efficient layout of public recreation and open space. This zone will harmonize the various features and facilities of public sites, buildings, parks, and playgrounds with the surrounding area. This zone can also interconnect park and open space systems linked by trails, greenways, or other public corridors. (Ord. 3496, 12-8-22)

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions



5. **General Urban**

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Residential							
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*	C_2	C_2	C_2	P	P		P	P
Day Care, Group*	C_1	C_1	C_1	P	P	C_1	P	P
Day Care, Home	C_1	C_1	C_1	P	P	C_1	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			P
Food Store					P*			P
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1	C_1	C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3	C_3	C_3	C_3	C_3
Professional Service					P			P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						P		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Residential Care Facility							P	P
Retail					P*			C_2
School	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)

(Ord. 3496, 12-8-22) (Ord.3574, 6-13-24) (Ord. 3619, 7-31-25)






Sage Lakes Blvd
Sage Lakes Blvd
Eaglewood Dr
Rockwood Ln

June 2, 2026 6:30 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Dale Storer, Forrest Ihler, Matthew Meehan, Tia Panter, Marry Scales, Deanna Harger, Bill Scott.

MEMBERS ABSENT: None.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Brian Stevens Planner, Mike Thrower Planner; Terry Rodino, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ihler called the meeting to order at 6:30 p.m.

MINUTES: Scott moved to accept the minutes of April 7, 2026, Meehan seconded the motion. The motion passed unanimously.

Business:

3. PLT 26-011: FINAL PLAT FOR FAIRWAY ESTATES SUBDIVISION NO. 30.

Applicant: Jared Huish, 720 E Center, Alpine, Utah, Focus Consulting. The preliminary plat was done many years ago and they did not have to make a lot of adjustments. The amenities on the PUD have a lot of connectivity with pathways and trails. They wanted to add in Division 30 for the neighbors the ability to 12' trail to access the west side development as well as a walking path that is adjacent to the canal and the fairway. It will allow connectivity throughout the neighborhood/community. They are working with the adjacent property owner to create additional pathways and create a mile loop. They are working with staff and Parks and Recreation on getting services (water/sewer) for flushable bathrooms on the north end of the property for the golf course.

Stevens presented the staff report, a part of the record.

Meehan applauded the developer for going through the process and he is excited to see the improvements to the Plan.

Ogden moved to recommend to the Mayor and City Council approval of the Final Plat for Fairway Estates Subdivision No. 30. Panter seconded the motion. Ihler called for roll call vote: Harger, yes; Storer, yes; Meehan, yes; Ihler, yes; Scales, yes; Scott, yes; Panter, yes; Ogden, yes. The motion passed unanimously

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF FAIRWAY ESTATES DIVISION 30, LOCATED NORTH OF SAGE LAKES BLVD, EAST OF SAGE LAKES GOLF COURSE, SOUTH OF E 65TH NORTH, AND WEST OF N 5TH EAST.

WHEREAS, the applicant filed a complete application for the final plat on Apr 30, 2026; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on November 12, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented**:**

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 14.22 acres, the property is located generally north of Sage Lakes Blvd, east of Sage Lakes Golf Course, south of E 65th North, and west of N 5th East.
3. The property is zoned R1, Single Dwelling Residential Zone; R2, Mixed Residential Zone, and P, Public Zone.
4. The Final Plat includes 45 buildable lots and 2 unbuildable lots. The non-buildable lot 18 block 20 is intended to get utilities to a new sage lakes golf course restroom via a land swap.
5. Access to lots will be from city streets. Several sections of local streets will be constructed with this plat. Whispering Rock Lane, Eagle Wood Drive, Rock Hollow Lane and Cypress Creek
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approves the Final Plat as presented.

[Signature on following page]

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw, Mayor

NOTICE

The Applicant or any affected person seeking judicial review of the compliance of this Reasoned Statement with the provisions of Idaho Code § 67-6535 must first seek reconsideration of this Reasoned Statement within fourteen (14) days by filing a request to reconsider pursuant in compliance with Idaho Code 67-6535.

In addition, the above Applicant has the right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003.

DEVELOPMENT AGREEMENT
FAIRWAY ESTATES DIVISION NO. 30

This DEVELOPMENT AGREEMENT FOR FAIRWAY ESTATES DIVISION NO. 30 ("AGREEMENT"), made this _____ day of _____, 2026, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY"), and AHG-FWE, LLC., a Idaho limited liability company, whose mailing address is 3525 Merlin Drive, Idaho Falls, Idaho 83404 ("DEVELOPER").

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, to the extent such is set forth in the Special Conditions. If such reimbursement for the Shared Work is set forth in the Special Conditions, prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of such Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from when all of the following have been completed or received: (1) acceptance of the Subdivision by CITY; (2) delivery of a complete itemized statement to CITY, in a format acceptable to the CITY, setting forth in detail the total amount of the costs for which CITY is responsible; and, if any part of the Subdivision is within the boundaries of an urban renewal district, (3) a sworn statement signed by DEVELOPER, including its successors and assigns, and acknowledged by the Urban Renewal Agency for the City of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency (the "Agency"), that DEVELOPER paid for the costs of the Shared Work and that DEVELOPER and its successors and assigns has not contracted with and will not contract with the Agency for reimbursement of any portion of the costs of the Shared Work and has not received and will not receive reimbursement from the Agency for any portion of the costs of the Shared Work. To the extent DEVELOPER, or its successors and assigns, have contracted or contract in the future with the Agency for reimbursement for any portion of the costs of the Shared Work, the CITY's obligation to reimburse DEVELOPER under this AGREEMENT shall be reduced on a dollar-for-dollar basis. Under no circumstances will the CITY and Agency each reimburse DEVELOPER or any third party for the same costs of the Shared Work. In the event DEVELOPER is reimbursed by CITY for any portion of the costs of the Shared Work that was also reimbursed by the Agency to DEVELOPER or another third-party, the CITY may, in addition to any other legal remedies available under the law, immediately pursue DEVELOPER and require DEVELOPER to repay to CITY any amount that CITY paid DEVELOPER for the costs of the Shared Work that were also reimbursed by Agency and, if CITY prevails, CITY shall be entitled to an award of attorneys fees and costs. DEVELOPER shall indemnify, defend and hold harmless CITY and Agency from claims of any nature that any third party may assert against CITY or Agency for any costs of the Shared Work CITY pays DEVELOPER pursuant to this AGREEMENT and which same costs the third party claims are due from CITY or Agency to the third party.

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

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's

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

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

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

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

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

_____
Linda Lundquist, City Clerk

CITY OF IDAHO FALLS, IDAHO

By _____
Lisa Burtenshaw, Mayor

AHG-FWE, LLC.

By _____
Michael Hicks, Owner

[Notary Page to Follow]

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

STATE OF Idaho)
) ss:
County of Bonneville)

On this 30th day of October, 2026, before me, the undersigned, a notary public, in and for said State, personally appeared Michael Hicks, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

NICOLE KATHLEEN HALVERSON
Notary Public - State of Idaho
Commission Number 20211279
My Commission Expires Apr 12, 2027
(Seal)

Nicole Kathleen Halverson
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: April 12, 2027

A PART OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST, BOISE MERIDIAN, LOCATED IN IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST, BOISE MERIDIAN, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 31 BEARS N00°03'48"E 2615.36'; THENCE N00°03'48"E 1904.16 FEET ALONG THE EAST LINE OF SAID SECTION 31 FROM THE AFOREMENTIONED SOUTHEAST CORNER; THENCE N89°56'51"W 2208.11 FEET TO A POINT ON THE NORTHERLY LINE OF FAIRWAY ESTATES DIVISION NO. 28, INSTRUMENT NO. 1697330, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID FAIRWAY ESTATES DIVISION NO. 28 THE FOLLOWING FIVE (5) COURSES: (1) S89°39'54"W 138.52'; (2) THENCE N00°20'33"W 91.98'; (3) THENCE S89°41'31"W 137.24'; (4) THENCE N00°20'33"W 10.79'; (5) THENCE S89°43'02"W 175.12' TO A POINT ON THE EASTERLY BOUNDARY OF FAIRWAY ESTATES DIVISION NO. 27, INSTRUMENT NO. 1679681; THENCE ALONG SAID FAIRWAY ESTATES DIVISION NO. 27 THE FOLLOWING FOUR (4) COURSES: (1) N00°21'06"W 592.48'; (2) THENCE S89°36'14"W 114.38'; (3) THENCE N00°20'01"W 40.60'; (4) THENCE S89°40'24"W 198.28' TO THE BOUNDARY OF SAGE LAKES GOLF COURSE DIVISION NO. 1, INSTRUMENT NO. 823407; THENCE ALONG SAID SAGE LAKES GOLF COURSE DIVISION NO. 1 THE FOLLOWING TWO (2) COURSES: (1) N01°12'26"W 189.20'; (2) THENCE N58°01'01"E 163.13'; THENCE S84°06'10"E 203.31'; THENCE ALONG SAID SAGE LAKES GOLF COURSE DIVISION NO. 1 S85°14'18"E 1110.13'; THENCE S03°18'16"W 56.87'; THENCE SOUTHERLY, AN ARC DISTANCE OF 56.13' ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 970.00' AND A CENTRAL ANGLE OF 03°18'55, WITH A LONG CHORD OF S01°38'49"W 56.12 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S47°22'18"W, A DISTANCE OF 36.79'; THENCE S9°39'12"E 61.95'; THENCE N85°14'45"W 568.16'; THENCE S47°22'45"W 36.97'; THENCE S00°00'24"E 574.57'; THENCE N89°59'46"W 60.00'; THENCE S00°00'24"E 142.64' TO THE POINT OF BEGINNING.

CONTAINS: 15.22 ACRES, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS

FAIRWAY ESTATES DIVISION NO. 30

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Landscape Buffer. DEVELOPER agrees to provide landscape buffer adjacent to, all public rights-of-way within the Division as shown on the CITY approved Improvement drawings. Maintenance of the landscape buffer shall be the legal and financial responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 3.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Thirty-Nine Thousand Four Hundred Ninety-Seven Dollars and Fifty Cents ($39,497.50) (12,950 square yards at $3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 4.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 5.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. DEVELOPER shall provide and honor a warranty/guarantee ensuring construction work and installation is free from any defects in materials, workmanship, earthwork/trench integrity, and new infrastructure for a duration of two (2) years beginning at the time of City's final acceptance. DEVELOPER shall ensure that the trench does not settle, transformer pads or other pedestals remain level, and the finished product meets IFP standards. DEVELOPER will incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 6.00 Water and Sewer Stubs into Lot 18 Block 20. DEVELOPER shall, at DEVELOPER's sole expense, design and construct the water and sewer service stubs into Lot 18, Block 20, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the services and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs for the installation of the water and sewer service lines, subject to the limitations and bid procurement requirements of this AGREEMENT.

Memorandum

File #: 26-436 **City Council** RETURN TO AGENDA

DATE: Tuesday, November 3, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

Title
Quasi-judicial Public Hearing-Rezone from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Home Zone, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 15.9 acres in the SE ¼ of Section 6, Township 2 North, Range 38 East.

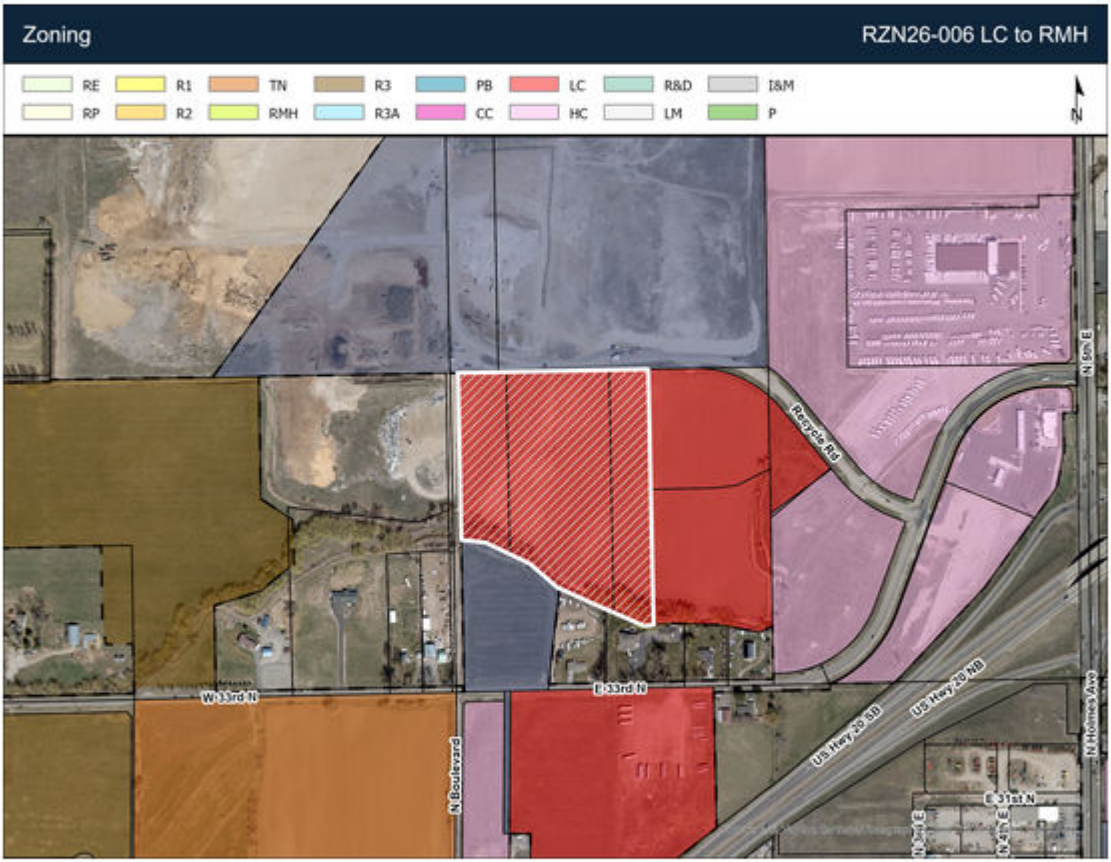
☒ Ordinance
☐ Resolution
☐ Quasi-Judicial Public Hearing
☐ Legislative Public Hearing
☐ Confirmation/Consent/Acceptance
☒ Approval/Authorization/Ratification

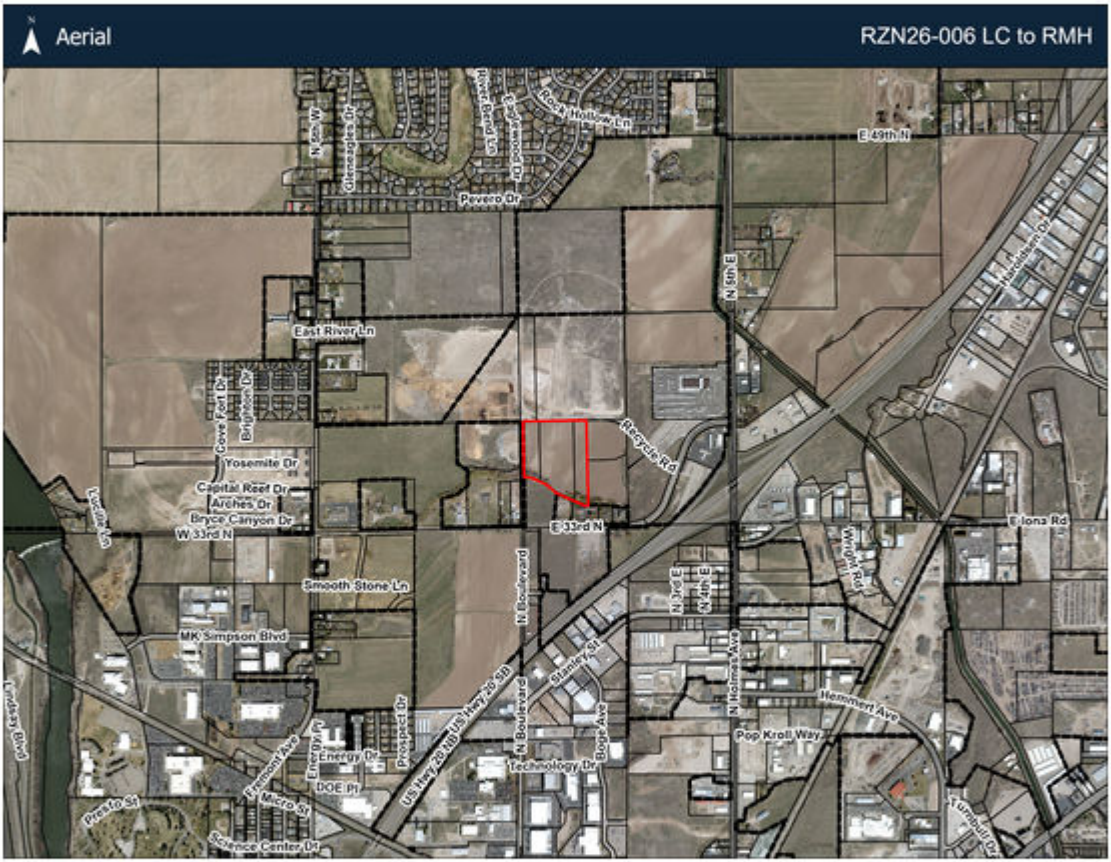
Action(s) Requested:
1. Approve the Ordinance Rezoning approximately 15.9 acres in the SE ¼ of Section 6, Township 2 North, Range 38 East from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Homes Zone, under a suspension of the rules requiring three complete and separate readings 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).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LC to RMH and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
Attached is the application for Rezoning approximately 15.9 acres in the SE ¼ of Section 6, Township 2 North, Range 38 East from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Homes Zone, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this item at its October 6, 2026, meeting and unanimously voted to recommend approval of the zone change from LC to RMH to the Mayor and City Council as presented. This rezone was reviewed by the CDS Planning staff.

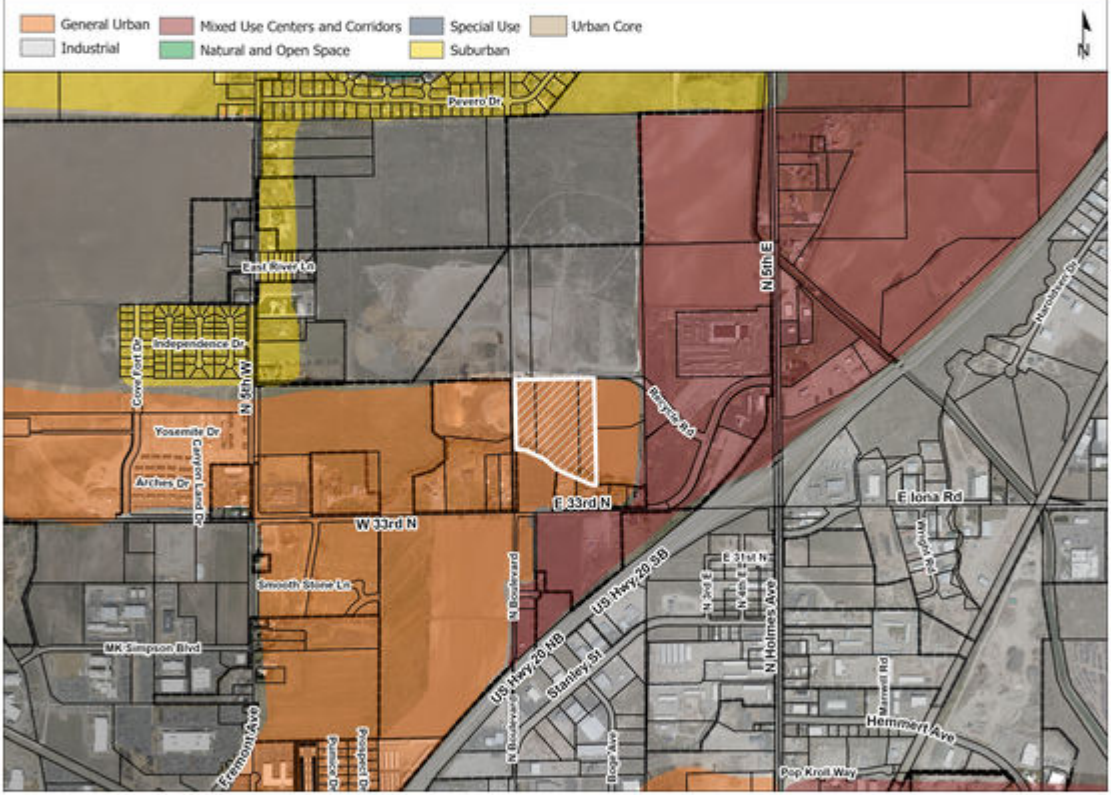
This item has been reviewed by the City's Legal & Finance Departments.

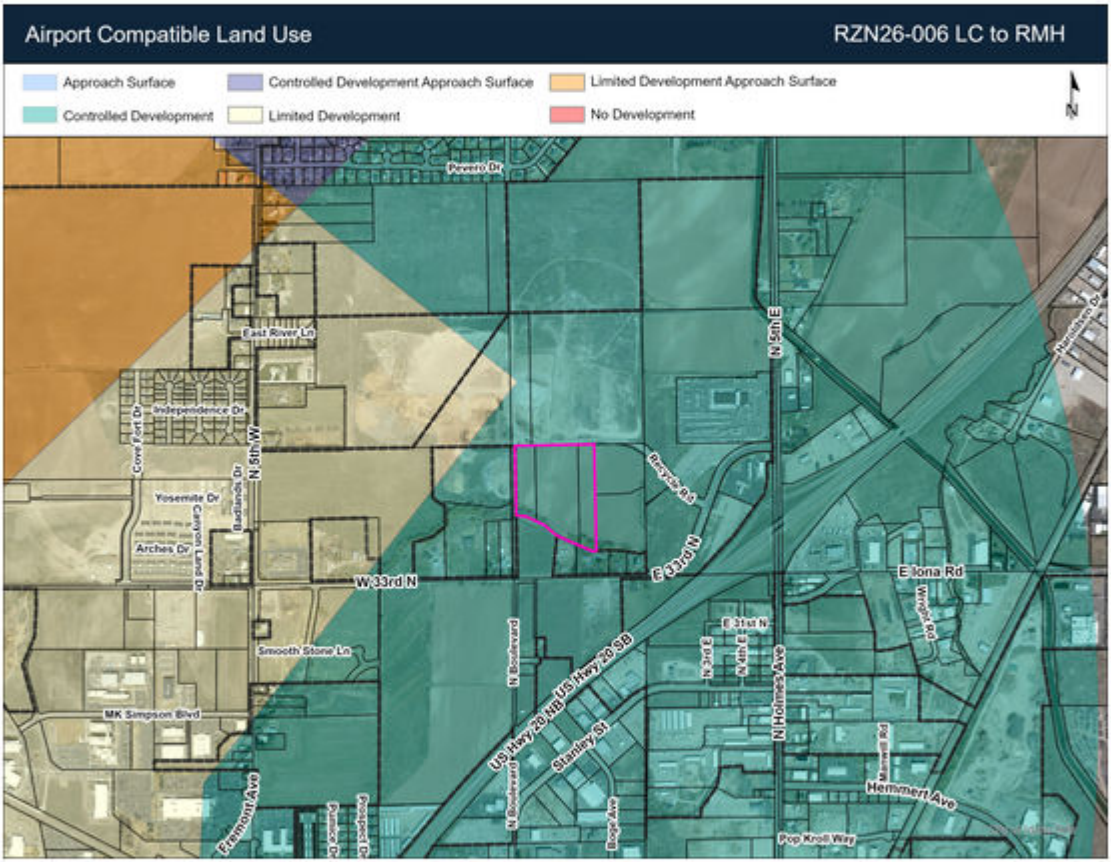

Zoning
RZN26-006 LC to RMH
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
Recycle Rd
N 5th E
W 33rd N
E 33rd N
N Boulevard
US Hwy 20 SB
US Hwy 20 NB
N Holmes Ave
E 31st N
N 3rd E
N 4th E


Aerial
RZN26-006 LC to RMH
E 49th N
Peveco Dr
East River Ln
Yosemite Dr
Capital Reef Dr
Arches Dr
Bryce Canyon Dr
W 33rd N
Smooth Stone Ln
MK Simpson Blvd
Presto St
Micro St
Science Center Dr
Energy Dr
DOE Pl
Freedom Ave
Prospect Dr
N Boulevard
US Hwy 26 NB
US Hwy 26 SB
Stanley St
Technology Dr
Boge Ave
N 5th E
N 3rd E
N 4th E
N Holmes Ave
Pop Kroll Way
Hemment Ave
E Iona Rd
Rangeline Rd
E 33rd N

Comprehensive Plan

RZN26-006 LC to RMH




Airport Compatible Land Use
RZN26-006 LC to RMH
Approach Surface
Controlled Development Approach Surface
Limited Development Approach Surface
Controlled Development
Limited Development
No Development
N
Pevero Dr
East River Ln
Independence Dr
Cove Fort Dr
N 5th W
Yosemite Dr
Badlands Dr
Canyon Land Dr
Arches Dr
W 33rd N
Smooth Stone Ln
MK Simpson Blvd
Fremont Ave
Bryce Dr
Zion Dr
N Boulevard
US Hwy 20 NB
US Hwy 20 SB
Stanley St
Bogle Ave
Argyle Rd
E 33rd N
N 5th E
E 31st N
N 3rd E
N 4th E
N Holmes Ave
E Iona Rd
Wilson Rd
Hemmert Ave
Mowell Rd
Pop Knoll Way
Hansen Dr

STAFF REPORT

Rezone from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Home Zone
SE 1/4 of Section 6, T 2N, R 38E
November 12, 2026

IDAHO FALLS

Community Development Services

Applicant:
Connect Engineering and Surveying

Property Owner: IBEX Pro LLC (Blake Jolley)

Project Manager:
Brian J. Stevens

Location: Generally located north of E 33rd North, east of N Boulevard, south of the Hatch Pit, and west of N 5th East.

Size: 15.9 acres

Existing Zoning:
Site: LC
North: I&M
South: I&M
East: County
West: County

Existing Land Uses:
Site: Agriculture
North: County Landfill
South: Residential/AG/Trailer Storage
East: Agriculture
West: Private Landfill

Future Land Use Map:
General Urban

Attachments:
Zoning Ordinance Information
Comprehensive Plan Policies
Maps and aerial photos

Requested Action: To **recommend** approval of the rezone from from LC, Limited Commercial to RMH, Residential Mobile and Manufactured Home Zone to the Mayor and City Council.

Staff Recommendation: Staff has reviewed the application and finds the request consistent with the Comprehensive Plan and the surrounding zoning of the area and recommends approval of the rezone from LC to RMH.

History: This property was annexed in Aug 2021. It was zoned at the time as LC, Limited Commercial. This land has primarily been ag land.

Staff Comments: The requested zone is RMH Residential Mobile and Manufactured Home Zone. This zone provides residential zones which is characterized by a high density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.

The Comprehensive Plan designates this area as General Urban. The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents and a wide variety of housing types. Land to the north and south are zoned I&M, Industrial and Manufacturing currently, but this area is changing to include more residential, daily services and employment uses consistent with the Comprehensive Plan.

The large area of industrial zoning to the north is the Hatch Pit, owned by the city and operated by Bonneville County, and restricted to construction and demolition debris. Eventually Hatch Pit will be reclaimed into open space. The industrial land to the south across Willow Creek is a smaller parcel, under five acres, and is unlikely to develop as a heavy industrial use. H&K owns land to the west, across N. Boulevard right-of-way, that appears from aerials to have been mined in the 90's with a portion being filled as part of the Hatch Pit operations. A portion of the land is still being used and connected with Hatch Pit.

A PUD with townhomes is being proposed to the east. Development of North Boulevard and a connection to Recycle Road will be required at time of final development. A neighborhood meeting was held on August 25, 2026, and an email discussion between applicant and Project Manager regarding the meeting has been attached.

Lot sizes within the General Urban Transect are smaller and more compact than suburban areas. These areas could also include parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center. The requested RMH Zone is consistent with the General Urban designation as it would provide varied house types on a small footprint. Additionally, Willow Creek is intended to develop with a trail system that would connect to future employment and service centers to the east and existing centers to the west with INL and University Place.

The RMH Zone is present on the west and east sides of the city as well as in an area south of Sunnyside, just east of Yellowstone Hwy. The Comprehensive Plan calls for diversifying the housing stock. Allowing some RMH Zoning in all sections of the city is appropriate in trying to meet this goal. Mobile and manufactured housing quality has increased dramatically in the last decade, and the development of more home parks is key in providing affordable housing options for the community.

Rezoning Considerations:

Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6- 5(I) of Ordinance	**Staff Comment**
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The RMH zone is consistent with the General Urban transect in the City's adopted Comprehensive Plan.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	The change to the RMH Zone does not create additional traffic congestion or requires a need for wider streets beyond what LC would have already created. Streets will need to be built to support the future development.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	The RMH would not exceed the capacity for public services.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	The provisions of the RMH standards will not have an effect or potential for nuisances or adverse effect on adjoining properties.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	This area is seeing development a mix of commercial and Residential are being proposed and built.
Zoning Application Questions:	**Applicant's Response:**
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	The RMH zone fits within the General Urban concept by utilizing alternate housing types and is in an infill area of the city of Idaho Falls.
What changes have occurred in the area to justify the request for rezone?	Within reasonable distance to this property, there are new commercial developments being proposed, other multifamily developments and other services.

Are there existing land uses in the area similar to the proposed use?	There are numerous multifamily developments that either have been approved or are in the process of being approved.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes. This property has access to North Blvd and through a cross access easement access to Recycle/Jack Jenkins Road.

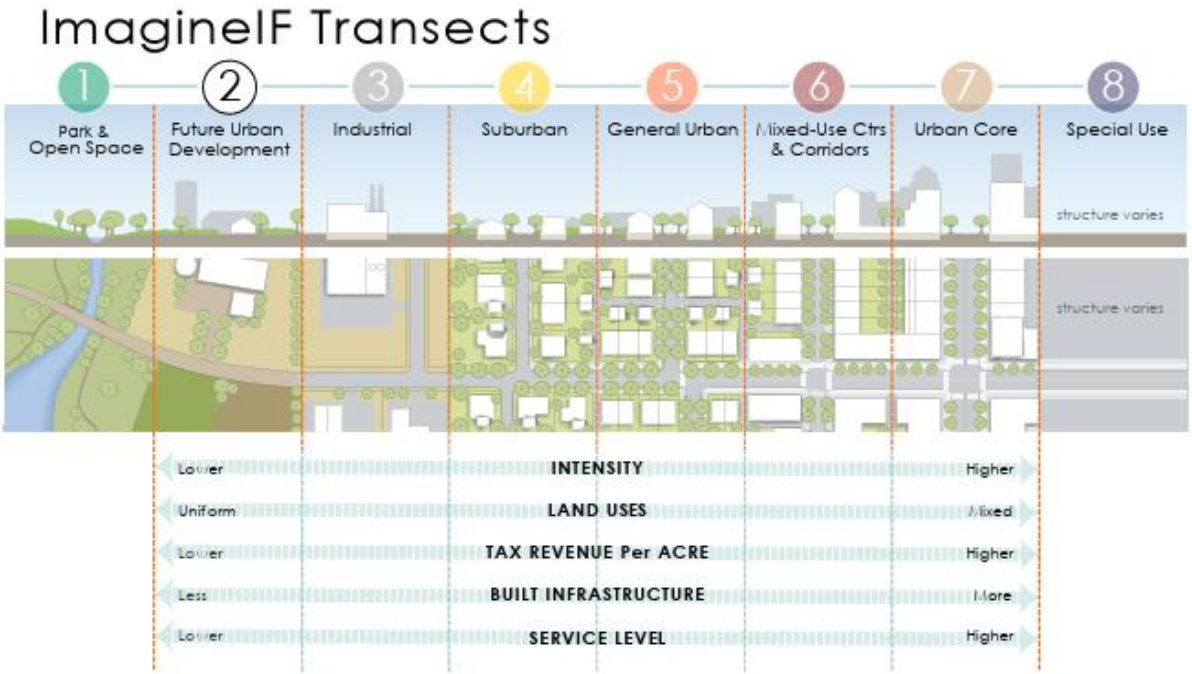
Comprehensive Plan Policies:



5. **General Urban**

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley



Zoning Ordinance:

11-3-5: PURPOSES OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(H) RMH Residential Mobile and Manufactured Home Zone. This zone provides a residential zone which is characterized by a high density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)



BONNEVILLE COUNTY

Landfill & Solid Waste

Hatch Pit

ACCEPTED WASTE:

Construction and Demolition Debris

Wood Products – Trees and branches separate area; raw lumber and pallets separate area; painted or stained wood separate area

Railroad Ties (small quantities)

Concrete

Bricks

Rocks and Gravel

Asphalt (inert materials)

Drywall

Soil (must not be contaminated)

Sod

Weeds and Leaves (no black bags and must not contain grass clippings)

Cardboard – boxes should be broken down

Metal – All items except those containing freon which must be disposed of at Transfer Station

WASTE **NOT** ACCEPTED: No burn barrels, agricultural waste (seeds, hay, straw, manure, animal carcass), household garbage, clothes, furniture with fabric, carpet, mattresses, refrigerators, freezers, air conditioners, electronics, fluorescent lights or fixtures, tires, automobile batteries, waste oil, paint or paint cans, bug spray, herbicides, plastic or metal

flammable fuel containers, plastic buckets, black bags of anything, food of any kind including garden produce, grass clippings, or contaminated soil.

NO ASBESTOS material is accepted. ALL DEMOLITION MATERIAL REQUIRES ABATEMENT PAPERWORK to show NO ASBESTOS in materials PRIOR to bringing into the Hatch Pit.

Fees: Effective September 1, 2025

No fee for clean raw wood, tree limbs and branches that can be ground up for reuse. This cannot contain any other waste. Construction and Demolition Waste fee is based on size of load, sorted or unsorted materials, and location material is coming from.

Bonneville County Waste

Vehicle Type	**Sorted Fee**	**Unsorted Fee**
Pickup or Small Trailer less than 8 foot	$10.00 per load	$50.00 per load
Large trailer greater than 8'	$25.00 per load	$100.00 per load
6 Wheeler	$25.00 per load	$100.00 per load
20 yd^3 Rolloff/Box Truck	$50.00 per load	$150.00 per load
10 Wheeler	$75.00 per load	$200.00 per load
Semi	$150.00 per load	$300.00 per load
Out of County Waste		
Pickup or Small Trailer less than 8 foot	$30.00 per load	$200.00 per load
Large trailer greater than 8'	$50.00 per load	$250.00 per load
6 Wheeler	$50.00 per load	$250.00 per load
20 yd^3 Rolloff/Box Truck	$100.00 per load	$500.00 per load
10 Wheeler	$150.00 per load	$850.00 per load
Semi - Must weigh at Transfer Station	$120 per ton	$400 per ton

SPECIFIC BONNEVILLE COUNTY MATERIAL NOTIFICATION

(In County) INERT MATERIALS: (Concrete-Concrete with Rebar – Large Rock) 10 Wheeler or larger $150.00 per load

PROJECTS OVER 5 LOADS MAY BE DIVERTED TO ALTERNATE LOCATION (Call before delivery)

(Out of County) INERT MATERIALS: (Concrete-Concrete with Rebar – Large Rock) 10 Wheeler or larger $600.00 per load

PROJECTS OVER 5 LOADS MAY BE DIVERTED TO ALTERNATE LOCATION (Call before delivery)

The Sorted fee is for loads separated into following categories. Failure to sort material will result in the Unsorted fee being collected.

Wood – per type of wood in specified area

Cardboard – boxes should be broken down

Metal

Inert (concrete, rock, brick, asphalt)

Construction debris - sheetrock, siding, insulation, shingles

NO MUNICIPAL GARBAGE IS ALLOWED

ANYTHING CONTAINING FABRIC IS NOT ALLOWED

Cash, check, and cards are accepted for payment

Convenience fee associated with all card transactions

October 6, 2026 6:30 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Bill Scott, Glen Ogden, Forrest Ihler, Matthew Meehan, Deanna Harger, Bill Scott, Tia Panter.

MEMBERS ABSENT: Mary Scales

ALSO PRESENT: Assistant Planning Director Kerry Beutler; Caitlin Long Planner; Mike Thrower Planner; David Peterson Planner; Brian Stevens Planner; Terry Rodino, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ihler called the meeting to order at 6:30 p.m.

MINUTES: Ogden moved to accept the minutes of September 1, 2026 with the change to Mary Scales name, Scott seconded the motion. The motion passed unanimously.

Public Hearing:

6. RZN 26-006 REZONE FROM LC TO RMH.

Applicant: Blake Jolley, Connect Engineering 2295 N. Yellowstone. Highway, Idaho Falls, Idaho. Jolley stated that they are requesting a zone change from LC to RMH. Jolley stated the property is west of new maverick off of North 5th East and North of 33rd. East of the potential North Boulevard Extension and south of the current hatch pit. This property is 15.9 acres that was initially requested LC with the property to the east in 2021. There was a PUD for Creekside Townhomes that was approved and that is planned to be under construction on the east side of this property. This is consistent with the area and what can be done in the area with alternative types of housing, and they want something different that would be allowed in the RMH Zone to allow different types of housing.

Stevens presented the staff report, a part of the record.

Meehan asked why they included the hatch pit information. Stevens stated that he wanted the commission to be aware of what is adjacent to the property.

Ihler opened the public hearing.

SUPPORT/OPPOSITION: NO one appeared.

Ihler closed the public hearing.

Scott stated that he lived in a lot of mobile home trailer parks and they get closed down because higher and more cost-effective uses for the property come up. But this is a good place for it.

Ihler stated that the price point entry for mobile home is more flexible for most people and it opens up opportunities. There is a stigma with mobile home parks, but it can be nice and gives more options.

Meehan stated that compatibility with surrounding land uses and they have not seen another application for a mobile home and it is unfortunate that it is next to the dump as it does not speak greatly as to how they value the housing. In the absence of another application, this is good to support. Meehan stated that Freeman Park used to be the City dump and now it is a very nice park.

Scott stated that it is unfortunate to refer to the hatch pit as a dump, but it is a construction deposit.

Ihler stated that the highway could potentially go north through here and new highway could help with transportation along with a nice park and this furthers the plan of opening it up to future residents.

Meehan moved to recommend to the Mayor and City Council approval of the rezone from LC to RMH for 15.9 acres, Storer seconded the motion. Scott, yes; Panter, yes; Ogden, yes; Ihler, yes; Meehan, yes; Harger, yes; Storer, yes. The motion passed unanimously.

From: Brian Stevens
Sent: Friday, September 4, 2026 10:51 AM
To: 'Blake Jolley'
Subject: RE: RZN26-006 N Blvd Rezone LC to RMH

Blake this is enough, I will turn this into a PDF and attach

Thank you,

Brian J. Stevens | MS, ACoM, LA-16597 | *GIS Analyst/Planner II*

Work: (208) 612-8272
Fax: (208) 612-8520
bstevens@idahofallsidaho.gov

Book time with Brian Stevens

From: Blake Jolley <bjolley@connectengr.com>
Sent: Friday, September 4, 2026 10:48 AM
To: Brian Stevens <BStevens@idahofalls.gov>
Subject: Re: RZN26-006 N Blvd Rezone LC to RMH

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

Brian, i'm headed out of town. Can I get those to you on Tuesday? The two people that showed up the only thing that was discussed was wondering what the RMH zone was and curious about the potential timing for the development. They were neither for or against but understood that change happens and generally were OK with what's taking place in the area. Really just attended to see what was being requested.

Thanks,
Blake Jolley P.E.
Connect Engineering
208.881.0081

Sent from my iPhone

> On Sep 4, 2026, at 10:14 AM, Brian Stevens <BStevens@idahofalls.gov> wrote:
>
> Good morning, Blake,

Doing the review and don't see any notes for the NH meeting can you please add them to the Case. I only see an invite and a attendance sheet.



...a Plan to Move Idaho Falls Forward Together
https://www.idahofallsidaho.gov/1609/Imagine-IF

Thank you,



Community Development Services

Brian J. Stevens | MS, ACoM, LA-16597 | *GIS Analyst/Planner II*

380 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8272 Fax: (208) 612-8520
bstevens@idahofallsidaho.gov

Book time with Brian Stevens

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 15.9 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC, LIMITED COMMERCIAL TO RMH, RESIDENTIAL MOBILE AND MANUFACTURED HOME ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is RMH, Residential Mobile And Manufactured Home Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation General Urban; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on October 6, 2026, and recommended approval of zoning the subject property to RMH, Residential Mobile And Manufactured Home Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on November 12, 2026.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 15.9 Acres of SE 1/4 of Section 6, T 2N, R 38E.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “RMH Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2026.

CITY OF IDAHO FALLS, IDAHO

_____
Lisa Burtenshaw, Mayor

ATTEST:

_____
Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 15.9 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC, LIMITED COMMERCIAL TO RMH, RESIDENTIAL MOBILE AND MANUFACTURED HOME ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

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

_____
Linda Lundquist, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ZONE CHANGE FROM LC, LIMITED COMMERCIAL TO RMH, RESIDENTIAL MOBILE AND MANUFACTURED HOME ZONE, SE 1/4 OF SECTION 6, T 2N, R 38E. GENERALLY LOCATED NORTH OF E 33RD NORTH, EAST OF N BOULEVARD, SOUTH OF THE HATCH PIT, AND WEST OF N 5TH EAST.

WHEREAS, the applicant filed a complete application for a rezone on August 17, 2026; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 6, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on November 12, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 15.9 acres generally located north of E 33rd North, east of N Boulevard, south of the Hatch Pit, and west of N 5th East.
3. The Comprehensive Plan designates this area as General Urban
4. The proposed zoning of RMH is consistent with the Comprehensive Plan map and policies.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning of the property to RMH, Residential Mobile and Manufactured Home Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the change of zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw – Mayor

NOTICE

The Applicant or any affected person seeking judicial review of the compliance of this Reasoned Statement with the provisions of Idaho Code § 67-6535 must first seek reconsideration of this Reasoned Statement within fourteen (14) days by filing a request to reconsider pursuant in compliance with Idaho Code 67-6535.

In addition, the above Applicant has the right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003.

Memorandum

File #: 26-437 **City Council** RETURN TO AGENDA

DATE: Tuesday, November 3, 2026
FROM: Wade Sanner, Director

AGENDA: Regular
DEPARTMENT: Community Development Services

Title
Quasi-judicial Public Hearing-Rezone from RE, Residential Estate to RP, Residential Park, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.062 acres in the NE Corner of the NE ¼ of the SE ¼ of Section 31, Township 2 North, Range 38 East.

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

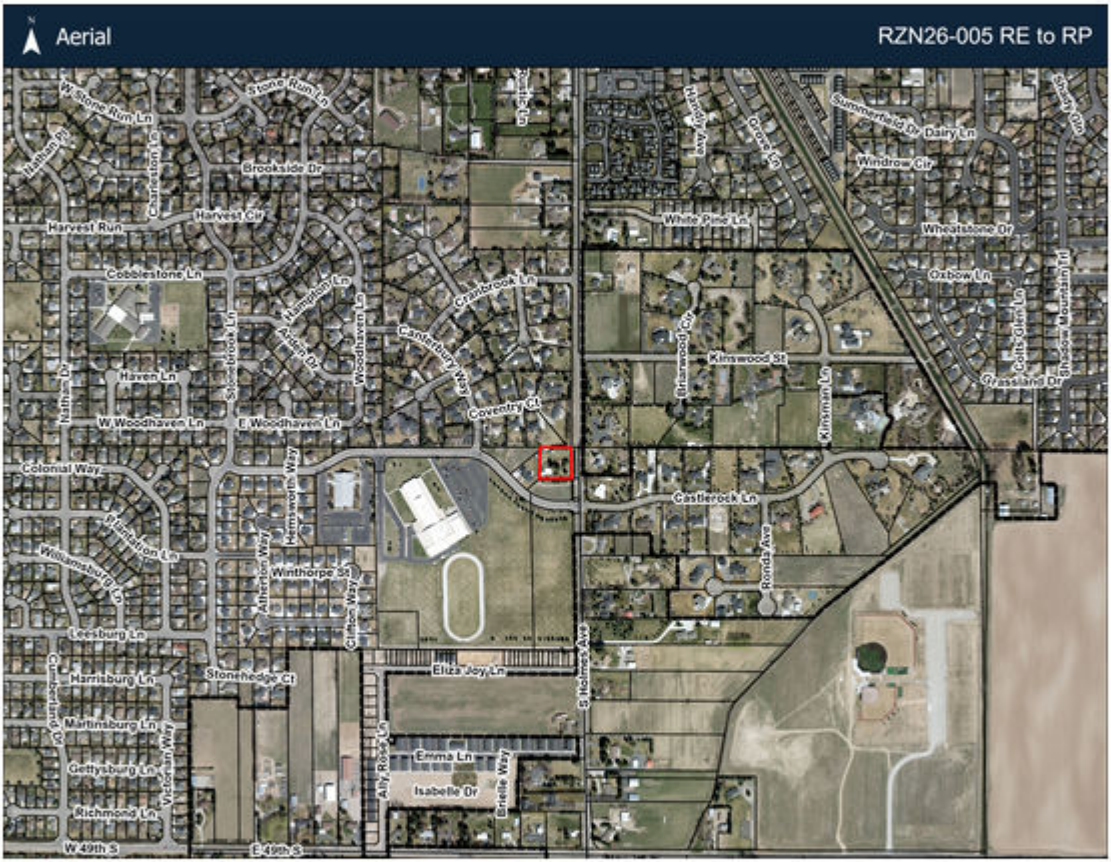
Action(s) Requested:
1. Approve the Ordinance Rezoning approximately 1.062 acres in the NE Corner of the NE ¼ of the SE ¼ of Section 31, Township 2 North, Range 38 East from RE, Residential Estate to RP, Residential Park, under a suspension of the rules requiring three complete and separate readings 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).

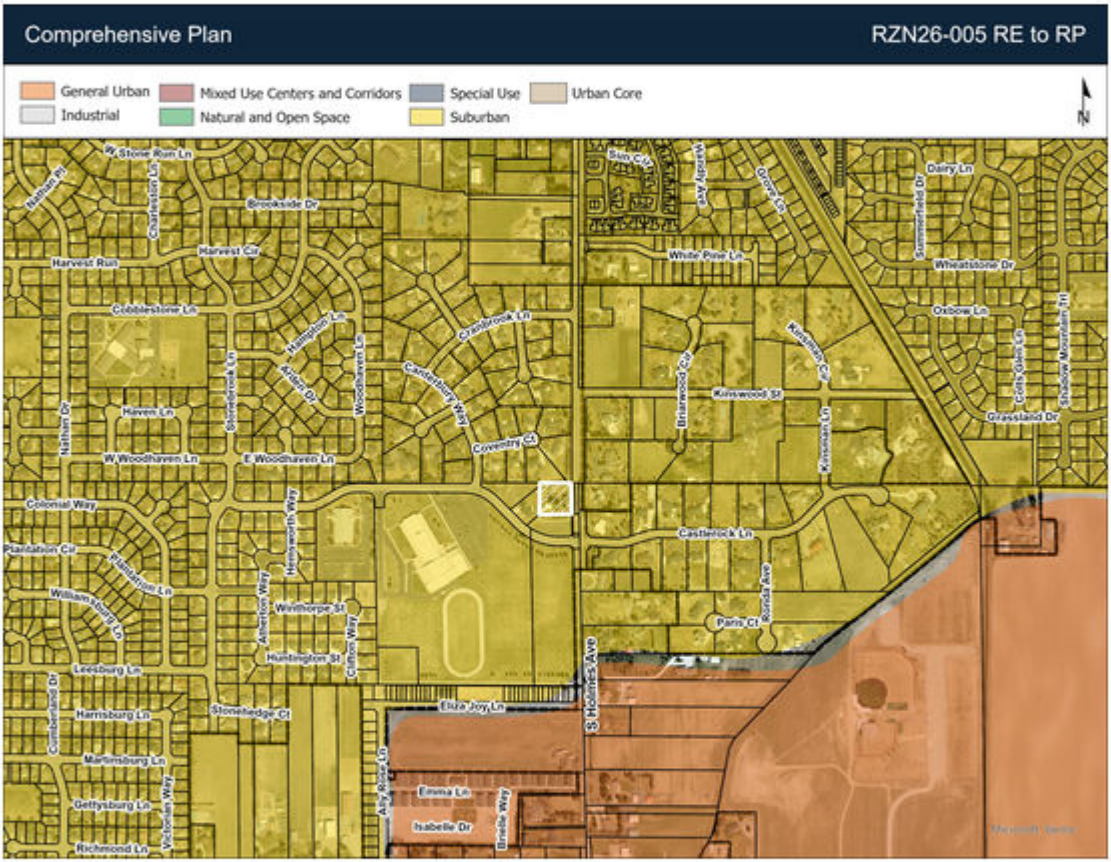
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from RE to RP and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information, Purpose:
Attached is the application for Rezoning approximately 1.062 acres in the NE Corner of the NE ¼ of the SE ¼ of Section 31, Township 2 North, Range 38 East from RE, Residential Estate to RP, Residential Park, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this item at its October 6, 2026, meeting and recommend approval of the zone change from RE to RP to the Mayor and City Council with a vote of 5 to 1. This rezone was reviewed by the CDS Planning staff.

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


Zoning
RZN26-005 RE to RP
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
Kinswood St
Brunswood Cir
Sheffield Cir
Canterbury Way
Coventry Ct
Castlerock Ln
S Holmes Ave


Aerial
RZN26-005 RE to RP
Stone Run Ln
Stone Run Ln
Hallman St
Carrington Ln
Brookside Dr
Harvest Run
Harvest Cir
Cobblestone Ln
Hampton Ln
Granbrook Ln
Woodhaven Ln
Stonebrook Ln
Haven Ln
Nathan Dr
W Woodhaven Ln
E Woodhaven Ln
Canterbury Ln
Coventry Ct
Colonial Way
Hamsworth Way
Williamsburg Ct
Winthorpe St
Athelstan Way
Gilmore Way
Leesburg Ln
Harrisburg Ln
Stonehedge Ct
Martinsburg Ln
Gettysburg Ln
Richmond Ln
Yorktown Way
W 49th S
E 49th S
Eliza Joy Ln
Emma Ln
Isabelle Dr
Ally Rose Ln
Estelle Way
St Holmes Ave
Castlerock Ln
Ronda Ave
Kinswood St
Briarwood Cir
Kinsman Ln
Summerfield Dr
Dairy Ln
Windrow Cir
White Pine Ln
Wheatstone Dr
Oxbow Ln
Cattle Chute Ln
Grassland Dr
Shadow Mountain Dr
Stone Run Ln


Comprehensive Plan
RZN26-005 RE to RP
General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
N
W Stone Run Ln
Nathan Pl
Charleston Ln
Brookside Dr
Harvest Cir
Harvest Run
Cobblestone Ln
Hampton Ln
Kristin Dr
Woodhaven Ln
Stonebrook Ln
Nathan Dr
Haven Ln
W Woodhaven Ln
E Woodhaven Ln
Cranbrook Ln
Canterbury Park
Coventry Ct
Colonial Way
Plantation Cir
Plantation Ln
William Penn Ln
Hedgeworth Way
American Way
Worthorpe St
Huntington St
Clifton Way
Leesburg Ln
Cumberland Dr
Harrisburg Ln
Stonehedge Ct
Martinsburg Ln
Gettysburg Ln
Victorian Way
Richmond Ln
Amy Rose Ln
Elsie Joy Ln
S Holmes Ave
Emma Ln
Isabelle Dr
Brielle Way
Briarwood Cir
Kirkwood St
Kinnison Ln
Castlerock Ln
Paris Ct
Sunday Ave
Dairy Ln
Summerfield Dr
Wheatstone Dr
Oxbow Ln
Shadow Mountain Trl
Grassland Dr
White Pine Ln
Sun Ct
Sunset Ave
Oak Ave

STAFF REPORT

Rezone from RE, Residential Estate Zone to RP, Residential Park
4146 S Holmes Ave
November 12, 2026

IDAHO FALLS

Community Development Services

Applicant: Glen Odgen

Property Owner: Odgen Glen & Mindy Family Trust

Project Manager: Caitlin Long

Location: Generally located north of Castlerock Ln, east of Canterbury Way, south of Kinswood St, and west of S Holmes Ave..

Size: 1.062 acres

Existing Zoning:
Site: RE
North: RP
South: RP
East: County RA-1
West: RP

Existing Land Uses:
Site: Residential
North: Residential
South: Residential/Vacant
East: Residential
West: Residential

Future Land Use Map:
Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** the rezone from RE, Residential Estate to RP, Residential Park to the Mayor and City Council.

History: This property was annexed in July 2018 with a larger city-initiated annexation of properties that were city enclaves and those that had city services. It was zoned at the time as RE, Residential Estates which was a new zone with the 2018 zoning update and was for one acre or more parcels that allowed for transitions of larger properties to the city. It would generally not be used for new subdivisions. It was also intended for the RE Zone to function as a holding zone until these larger properties were ready to redevelop.

Staff Comments: The requested zone is RP, Residential Park Zone. This zone provides a residential zone which is representative of an automobile-oriented, suburban development pattern and characterized by large lots. The principal use permitted in this Zone shall be single unit dwellings. The only use difference between RE and RP is that in RE, agriculture is permitted. RP currently surrounds this property on the north, west and south side and across Holmes to the south. The property currently is accessed from S Holmes Ave, a Principal Arterial. The current use of a single unit detached home is permitted in both zones so the zone change would not result in a non conforming use. A neighborhood meeting was held on August 12, 2026 and the notes from the meeting are attached.

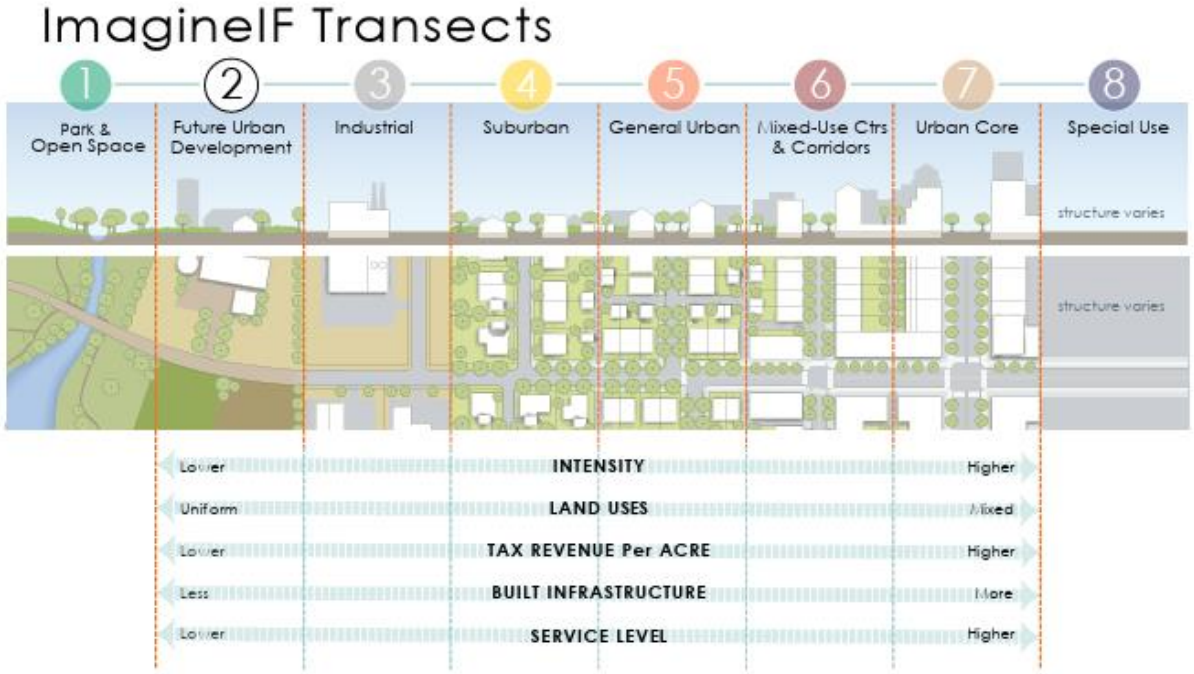
The Comprehensive Plan designates this area as Suburban which denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. The requested RP Zone is consistent with the Suburban designation within the Comprehensive Plan.

Staff Recommendation: Staff has reviewed the application and finds the request consistent with the Comprehensive Plan and the surrounding zoning of the area and recommends approval of the rezone from RE to RP.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6- 5(I) of Ordinance	**Staff Comment**
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The RP zone is consistent with the Suburban transect in the City's adopted Comprehensive Plan.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	The change to the RP Zone does not create additional traffic congestion or require a need for wider streets. Holmes is already an Arterial and made to move traffic.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	The RP would not exceed the capacity for public services.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	The provisions of the RP standards will not have an effect or potential for nuisances or adverse effect on adjoining properties.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	No recent changes.
Zoning Application Questions:	**Applicant's Response:**
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	When our lot and home was annexed into the city, we were granted the zone of Residential Estate (RE) to maintain the animal rights. We are a zone island and would like to switch to Residential Park (RP) to fit all of the surrounding properties.
What changes have occurred in the area to justify the request for rezone?	Nothing has changed. We would like to match the zoning of all surrounding parcels.
Are there existing land uses in the area similar to the proposed use?	Yes. This change would bring our parcel in conformity with all other parcels of land around us.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes. There are no proposed changes to parking, landscaping, etc. This is simply a zone change request.

Comprehensive Plan Policies:





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

Zoning Ordinance:

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(A) RE Residential Estate Zone. This zone provides a residential zone that permits the continuance of areas which are characterized by lots of sufficient size to accommodate single dwelling units and limited agricultural uses, including animal husbandry. The Zone is generally intended for rural residential areas which were previously developed in the County. This zone is generally not intended for new subdivisions within the City.
(B) RP Residential Park Zone. This zone provides a residential zone which is representative of an automobile-oriented, suburban development pattern and characterized by large lots. The principal use permitted in this Zone shall be single unit dwellings.

October 6, 2026 6:30 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Bill Scott, Glen Ogden, Forrest Ihler, Matthew Meehan, Deanna Harger, Bill Scott, Tia Panter.

MEMBERS ABSENT: Mary Scales

ALSO PRESENT: Assistant Planning Director Kerry Beutler; Caitlin Long Planner; Mike Thrower Planner; David Peterson Planner; Brian Stevens Planner; Terry Rodino, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ihler called the meeting to order at 6:30 p.m.

MINUTES: Ogden moved to accept the minutes of September 1, 2026 with the change to Mary Scales name, Scott seconded the motion. The motion passed unanimously.

Public Hearing:

5. RZN26-005: REZONE FROM RE TO RP FOR 1.062 ACRES.

Ogden recused himself as he is the applicant.

Applicant: Glen Ogden, **4146 South Holmes Ave., Idaho Falls, Idaho.** Ogden is asking for a potential rezone for the property, 1.062 acres that Ogden occupies along Holmes. Ogden stated that the property was annexed of the property in July 2018. The home that he lives in was built in 1954 and it was part of a larger acreage farm that extended to Taylorview Middle School Ogden stated that when Taylorview as built the well was capped and moved to City water. The property was part of the County and it was rural. Ogden bought it in July 2018 as the annexation was happening. Ogden stated that the property was a County island and part of a multi-county island annexation that the City initiated in July 2018 because the property was on city water and was annexed. It is over 1 acre and has animal rights. The annexation zoning that was given the property was RE zone which preserved the animal rights, but he has not had cows pigs, etc. They do not have animals and do not need agricultural zoning. Ogden stated that the home is old and getting run down and they want to build and develop the property at some point, and he is not sure how that would look, and that is a concern for his neighbors. Ogden stated that the neighborhood meeting had questions of what they want to do, but they have no plan except that everything around them is RP, and they are asking for RP instead of RE.

Long presented the staff report, a part of the record.

Ihler opened the public hearing.

SUUPPORT/OPPOSITION: Typed Verbatim

Mike Bailey, 440 Coven Creek Court, Idaho Falls, Idaho. I am just to the northwest of Glen on the map, I live in Canterbury Park. I personally think Glen and Mindy Ogden are really great people. They are good people to have for neighbors. There are some concerns about this. If you just look right now, and I totally get it, going from an RE to an RP. RE that gentleman's farm, those days are gone, and this RP zoning you know probably makes sense to an extent. But what has been going on in the City is any time there is land, it seems like people take it to the worst-case scenario immediately. So if you look at RP zoning, correct me if I am wrong, it is 12,000 square feet per lot. Now the Ogden's have 1.062 acres and that would allow 3.85 lots in there. There is a density of 4 units per acre and I don't know if they are going to say, put a townhome on one lot and two houses in another and that is 4. I understand the dilemma that Mindy and Glen have in deciding how to develop this. But there has to be some intentions and that has got us concerned. Because if you look at this, just the whole surrounding area, let's take worst case scenario, divide that into 3 lots, it doesn't even match anything close to the surrounding area. Now one thing that hasn't been noted is the lot immediately to the south of this parcel is also owned by the Ogdens. So now you increase this 1.062 and add another .835 I believe was the number, or something close to that. Now you are almost up to 2 acres. Now, ok, we are going

to go with, well they can do whatever they want if it is the law. Now let's go ahead and put in 6 houses on an already, in an area that just does not support that. So I don't know, I guess I just like to hear really the plans. You know that is the concern. You know one day you wake up, you buy into a neighborhood that has .75 acre lots. Back in the day there was a zoning I think specifically, I cannot remember what it was called, Residential Park Estate, or I don't know, but it was for larger lots, and that is when Canterbury was developed. I think this RP is kind of came along as people are moving to town and they are trying to make better use of the ground. So that is the concern, that really is going on, is what is the intent. Once you open up RP, you got the green light to put in as many as you want. That lot to the south of the Ogdens is a 3 addition subdivision that goes along Castle Rock Lane, Cache Estates, and the ordinances I don't believe allow for him to split that up. We talked on August 12th some ideas, it make sense, maybe, you got about 2 acres maybe if the neighbors can say half acre lots that doesn't conflict that much. But if you start talking about .275 lots coming in there, it just doesn't match and on top of that, Holmes is going to be widened. Right now, there is a stop sign going down on 49th. Stop light. I feel that it will be great and clean up the area. Does that chop off some of this ground that is 1.062 or not? I don't know. Because that might be even a smaller lot that we are looking at, I don't know what that expansion on Holmes truly looks like. It looks like you are getting ready to move forward and that would and that is another issue. When we met on August 12th there was a comment made, "well we might just bring the road in along the Fergusons, Scott Ferguson is here, along his property line. I don't know how many people want a lane right next to their property line, but that is something you will have to address, and maybe Scott can do it. So, you know, it's, you wonder why neighbors get concerned. You know, you just heard this gentlemen that had an R1 that is now going to be possibly having an R2/R3. You have people that have bought in to neighborhood/subdivisions that are nice big lots, with now the potential for a change, and change isn't easy. But I just say if you are talking about Comprehensive, make it match. I think Glen could make a beautiful home on the lot. Even if he still did half acre lots, I think you could probably do a couple, but if you start talking maybe beyond that, which the RP allows, then it starts causing concerns. But just looking at your map up there, and saying ok, worst-case scenario, best case scenario 1 lot, oh no problem matches perfectly. Next case scenario 2 lots eh, not bad. Next scenario 3 lots/4 lots depending on what he does with the south lot, doesn't match. There it starts becoming, people start to get anxious. So that is my comments on that, and I thank you for your time.

Scott Ferguson 445 Castlerock Lane, Idaho Falls, Idaho. It is hard to point out, I am the house on the left side of the square there, that almost triangle piece, that one is mine. So, we've talked, me and Glen many times about potential with the corner lot that he owns, plus that lot and what the future might hold. I agree with Mike here, I would like to know is it allowed, because those three lots down there are like you said Cache Estates, so on Cache Estates, when I bought my land to build my home, it said single family dwelling, it had to be a certain size, with certain siding, with certain stone, with certain you know I had to follow all these rules to build my house. Well, if this changes and then he is able to merge the corner lot into the top lot and they are able to now subdivide them into quarter acre lots and then build all siding houses or whatever that is, now you have just screwed me as a homeowner, because I had all these different rules behind me having to build there. Now that is all taken away right. So, it kind of takes away my, this is my third home that I have built in Idaho Falls. I built in St. Clair Estates, ok, and then somehow next to Keller Williams all those apartments got approved. So we go from R1 to R3 not even R2, and it was like holy crap I was forced out of the neighborhood because I was like, I don't want all this next to me. So I sold my house during covid and build that house during covid so that was fun paying $75,000 extra for my lumber. But this is my third home and I was telling Glen's wife that I had my first home at one point, we then bought another lot and built another home, and we kept upgrading to the point that we built this home 5,000 square feet on 2/3 of an acre. It was a progression and that is kind of what that neighborhood all encompasses and by changing this lot, it opens Pandora's Box on what now comes next for that corner. This morning, 911 was called on the corner of Castlerock Lane and Holmes because a 13-year-old was run over by a car. 4 cop cars, ambulance all that were right there at that intersection. That intersection is hell in the mornings. Opening this up to building 6 homes on the corner changes visibility changes everything and makes that intersection way more dangerous than it already is. They have already got the flashing light with the crosswalk, and people do not care on Holmes. The speed limit is 35. I cannot tell you how many times where it is 25 in front of my house, I have people going 60-65 in front of Taylorview and I have kids playing out front. It is an absolute crap show. Glen knew what that lot was zoned when he bought it in 2018, it can stay that way because I don't want that Pandora's Box to open. He knew

what the lot was zoned as, on the corner when he purchased that lot. I don't want it to be opened up to where he can cram as many houses on that corner as he can, because I built there knowing there were rules and covenants that I had to abide by in order to build there. So that is my big concern. What is this opening? So, it would be nice to know when Holmes is widened, that .835 acres on the corner, does that shrink to 0.7? If it does, that now changes what can be done there. Are there rules on where he can build a road. He was talking about building an access road right along my fence line, right by my bedroom window on the right side of my property to access more lots, smaller homes. I don't want a drive for 5 homeowners that now have teenagers driving and all that stuff driving right up and down by my bedroom window. I didn't buy that lot and build there for those kinds of things to happen. That is not a high-density area. What he mentioned earlier with the last lot, it doesn't fit. Those are my concerns. I think it should stay the way that it is. That is what it was when he bought it.

Applicant: Glen Ogden, Ogden bought the property in June 2018 and annexed July 2018. It was bought as County. The City bought the front 25' along Holmes about 5 years ago, taking what was 1.25 to .862. The acreage existing is what it is regardless of what Holmes will be. Before he bought the lot to the south in Cache Estates, the City had already owned the 25' right of way into that property to widen Holmes. The acreage is 1.062.

Ihler closed the public hearing.

Ihler stated that Holmes is an arterial so now they are dealing with Access Management rules and how spaced can driveways be, and can the property be split because it's on a major arterial. Ihler asked about the corner lot because it is in an existing subdivision and what does the process look like to change the one to the south.

Long stated that the property has one access on Holmes if it redevelops it still has access, but it would be shared access, and no additional access points would be given. The bottom property shouldn't be considered as the property can develop as RP today.

Audience asked to speak. Ihler explained how the public hearing goes with the applicant being allowed a rebuttal. If they wanted to reopen the public hearing, then the audience could speak again.

Ihler asked in general Subdivision Ordinance if there is an existing subdivision that lot is the lot. Long stated that the lot can be replatted. Long stated that the covenants are private agreements and not part of the discussion the City has, they do not interfere, and the zoning code is the zoning code.

Meehan stated that they are looking at one piece of property and not the one to the south, any questions about the siding or development are immaterial to the property in question.

Harger asked if the surrounding is RP and the neighbors are zoned RP. Ihler stated that everything around the property that is not county is RP. Harger asked if the other property owners could potentially do similar density as the applicant and everyone has the same rights with the zone change. The difference is that this parcel is not part of the surrounding subdivision and not constrained. Ihler agreed that it is not part of the existing subdivision.

Storer stated that there is a lot of what ifs and it is only a zone change, this is not a replat, or the property to the south. They can deal with that when it comes. It is a simple zone change. They are trying to anticipate too many things.

Harger asked when considering a request for a zone change is a bonus value to the property and the biggest change from RE to RP is the maximum density and the minimum lot size. Harger asked about the legal grounds to say we are not restricting rights, and how do you measure that against the impact to the surrounding neighborhood.

Meehan stated that page 2 of the packet in Table called Criteria for Rezoning 11-6-51 and that is the criteria that is to be evaluated. Harger stated that the criteria is the benchmark. Meehan stated that this is a judgment call, and they are only recommending it.

Ihler thinks they should reopen the public hearing. Meehan stated that he has heard nothing to make him want to reopen the public hearing. Other commissioners were ok with it.

Ihler re-opened the public hearing.

Scott Ferguson 445 Castlerock, Idaho Falls, Idaho. Take the corner lot out because that is what everyone is wanting to do. If we allow the change of zoning, it now allows according to law, 4 lots, he could subdivide that into 4 lots quarter acre lots within the 1 acre. That would not fit with anything in that whole entire area. There is not a lot smaller than half an acre. You know what I mean, so kind of going with what he had mentioned with the previous one on Skyline, how it is R1 to R3, and that doesn't fit we cannot do that. ¼ acre lots do not fit, so we aren't even talking the corner lot. If you rezone that, he could potentially put up to 4 homes on ¼ acre lots right there, which doesn't match anything in the area. So that is where my, so let's throw that corner lot out. The one lot opens up to is that, and that doesn't match the demographics of where we live. So that is our big concern is when you start, you know we have town homes on the other side of Taylorview Junior High, that is the high density over there. That is its own topic, but to add it right there on that one lot would not make sense. Once again it is Pandora's Box and what does it do to everything else around it. The guy across the street now subdivides his 4-acre lot. It is just a big Pandora Box. That one lot, if he is not planning on building multi homes on that lot, why does he need the change, if he is just planning on rebuilding his home on that lot, then it can still be a single-family lot, still built the exact same way. If it stays that way he can build a new home on it and tear down his old one, because it is a, the way it is zoned right now, he can only have one home on it correct? Meehan stated that this is not a Q&A and I cannot give a response. Ihler stated that they will try to address it after the public hearing. Ok, so that is the biggest concern is throw 4 houses on that one lot. It doesn't match the demographics of that one lot. It sucks because you move up in life and your dream is to build into a nicer neighborhood and to have that one lot change, changes the demographics of where you live.

Mike Bailey 440 Coven Creek Court, Idaho Falls, Idaho. I know you said no Q&A, but in your discussion, I might add the 12,000 square foot minimums, puts it at 3.8 but the 4th home is not allowed. I guess? I went to school in Firth, so my math might be wrong. So I mean worse case is 3 and that would take more, that would take 48000 square feet, and I think an acre is 43560. I would like to say ok, what are we looking at worse case scenario. I wish Glen and Mindy the best, I think he has a beautiful lot and they are good people. You could go in there an probably, if you are looking for solutions, what about half acre lots. That kind of matches. There are half acre lots in Canterbury. Castlerock Estates is a whole different ball game. Those are big big estates, but gosh if you wanted to build a house and remodel the other one, or tear it down and build a second one, I don't' think you would get much push back from the neighbors. It is just that concern of worst-case scenario.

Applicant: Glenn Ogden. Ogden stated that the largest issue is 600 feet requirement between the intersection of Castlerock and Holmes and an entrance to a subdivision. Ogden has 1 access from Holmes and that would remain and any subdivision on the property would need to be fed by one egress and a shared driveway situation would exist. Ogden stated that 3 homes possibly could share one driveway, 2 more than likely would have to share one, but 4 could not share one driveway. A major street or road is not feasible and not allowed by the City.

Ihler closed the public hearing.

Ihler stated that they need to consider lot coverage between RE and RP is 30% to 40% and even if they did perfect math with 3 homes the coverage of each lot is low. Ihler stated that most other rezones or annexation is someone trying to do a higher zone than the existing zones. This literally matches the same zones that are all around. Ihler thinks the precedent of matching zones is clear and it is hard to say no when it is all the same around it, and it is not conflicting. Ihler stated that it is constrained as is, even if it stays RE. RP is constrained as well.

Harger stated that she is struggling because the surrounding zone is the same, but she is conservative when someone is requesting a zone change, as that is seen as giving something to the property owner and if there is a reason, and it is not warranted at this time, and unfair to compare to the covenants surrounding, but there is an impact to the surrounding area by granting the zone change.

Scott stated that he is hung up on RP all around and the "what ifs" on this property, also apply to the other properties and there is not a strong reason to not allow. This is potentially increasing the value of his property, but there is not a reason to not allow the rezone.

Panter agrees with Harger and Scott. Panter stated that the surrounding property would have the same rights and it is a challenge to now allow it because anyone else would be allowed to develop the same way. Panter agrees and understands the impact to current residents.

Meehan stated that he is sympathetic to neighbors that have the neighborhood changing around them, and it is not fair to say a proposal for RP zone is inappropriate land use when everything around is RP. If neighbors have protective covenants that is an agreement with a private developer and not with Ogden. Meehan stated that any of the RP lots around could build on 12000 square feet if they chose to subdivide.

Ihler thinks the surrounding area is all the same and if this gets split there will be a preliminary plat. Beutler stated that there would not be a preliminary plat as there is not a street network.

Meehan moved to recommend to the Mayor and City Council approval of the rezone of 1.062 acres from RE to RP, Scott seconded the motion. Ihler called for roll call vote: Scott, yes; Panter, yes; Ihler, yes; Meehan, yes; Harger, no; Storer, yes. The motion passed 5-1.

Welcome!

Please Sign In[1]

Date 8-12-2026

Name	Email Address	Phone Number
Melissa Ferguson	melissahferguson@gmail.com	208-534-8863
Mike Bailey	mikenlisabail2@msn.com	~~253~~ (206) 681-7147
Scott Ferguson	ScottFergy@gmail.com	208-534-8668

[1] Providing contact information is not required, and the purpose is to provide updates regarding the project. However, please be aware that any information provided on this sheet will become part of the public record.

Castlerock Ln
Castlerock Ln
Canterbury Way
Coventry Ct
S Holm
S Holm
Kinswood St

NEIGHBORHOOD MEETING

July 29, 2026

Dear Property Owner or Resident,

Notice of Neighborhood Meeting
Rezoning Application – 4146 S Holmes Ave., Idaho Falls, ID 83404

Dear Neighbor,

This letter is to notify you of a neighborhood meeting regarding a rezoning application for our property located at **4146 S Holmes Ave., Idaho Falls, ID 83404**. The purpose of the meeting is to explain the proposed zoning change, answer any questions you may have, and provide an opportunity for you to share your comments before the application is reviewed by the City of Idaho Falls.

Background

When our property was annexed into the City of Idaho Falls, it was automatically assigned a **Residential Estate (RE)** zoning designation. This is the standard zoning designation applied to properties annexed from Bonneville County because it preserves existing animal rights.

The surrounding residential properties and nearby school properties within the City are currently zoned **Residential Park (RP)**. Our application requests that the zoning for our property be changed from **Residential Estate (RE)** to **Residential Park (RP)** so that it is consistent with the zoning of the surrounding properties.

Neighborhood Meeting

We welcome your participation and value your input as part of the City's review process.

Date: Wednesday, August 12, 2026
Time: 7:00 p.m.
Location: Front yard of the Ogden residence
4146 S Holmes Ave.
Idaho Falls, ID 83404

If you are unable to attend but would like to ask questions or provide comments, please contact:

Glen Ogden
Phone: (208) 201-0118
Email: glenbogden@me.com

Thank you for taking the time to review this notice. We appreciate your interest and hope to see you at the meeting.

Sincerely,

Glen and Mindy Ogden

Land use	RE – Residential Estate	RP – Residential Park
Single-family detached home	☑ Permitted	☑ Permitted
Accessory uses (garage, shed, etc.)	☑ Permitted	☑ Permitted
Agriculture	☑ **Permitted***	✗ Not allowed
Accessory dwelling unit (ADU)	☑ **Permitted***	✗ Not allowed
Home day care	⚠ Conditional use	✗ Not allowed
Group day care	⚠ Conditional use	✗ Not allowed
Home occupation/business	⚠ Conditional use*	✗ Not allowed
Park/recreation facility	☑ Permitted*	☑ Permitted*
Public service facility, limited	☑ Permitted	☑ Permitted
Public service facility	⚠ Planning Commission conditional use	⚠ Planning Commission conditional use
Planned Unit Development (PUD)	⚠ City Council conditional use	⚠ City Council conditional use
Duplex	✗	✗
Attached single-family/townhome	✗	✗
Multi-family housing	✗	✗

Changing from RE to RP <u>does not</u> allow for the building of apartments, duplexes, townhouses, or commercial development. Both zones remain low-density residential. In fact, in terms of *types of uses*, RP is somewhat **more restrictive** than RE.

Neighborhood Meeting held 8/12/2026 at the home of Glen Ogden

4146 S Holmes Ave
Idaho Falls ID 83404

Participants: Glen Ogden (Applicant), Mike Bailey (neighbor), Scott and Melissa Ferguson (neighbors)

Zoning Change Proposal and Purpose

- The meeting focused on a proposal to rezone the subject property from RE (Residential Estate) to RP (Residential Park).
- RE currently allows agriculture (horses, cows, etc.), accessory dwelling units (ADUs), and some business uses via conditional permits; RP is a more restrictive designation that what is currently allowed on the property and permits only single-family homes and accessory uses for sheds etc, but prohibits agriculture (except city-allowed chickens) and ADUs.
- Surrounding properties are zoned RP and alignment with the neighborhood and a desire to develop the property was discussed as the primary purpose of this request.

Owner's Intent, Constraints, and Timeline

- [Glen Ogden] owns two parcels totaling ~2 acres (1.15 and 0.85 acres both the subject property and the neighboring property directly to the south of the subject) and seeks RP zoning to explore subdivision and construction of new single-family homes; the existing house would likely be after another home is built and as part of the development of the properties.
- No definitive development plan has been created as there is no need to spend the costs to develop a site prior to obtaining a new zone designation.
- The property owner has other financial obligations that will delay any development for at least a year. If the rezone application is approved, [Glen Ogden] plans to consult an Engineering firm sometime next year to begin the process of developing a new plat for the property.

Community Concerns and Past Experiences

- Residents are concerned that approval of this rezoning could lead to small lots and higher density that would alter neighborhood character, citing the Rockwell development further down Castlerock Lane and a past conditional use permit

which was granted for a business in the RP Zone/Neighborhood as negative precedents and sources of mistrust toward the city's Planning and Zoning Commission.

- There is skepticism that the city may approve variances or higher density despite neighborhood preferences.
- Lot Size, Density, and Development Concepts. RP minimum lot size is 12,000 sq ft, theoretically allowing up to four homes per acre; residents oppose high density and third-acre or smaller lots (~0.26 acres).
- Preferred outcomes include one or two large homes or multiple lots of at least 0.5–0.7 acres, consistent with nearby Canterbury Park neighborhood (average ~0.7 acres, some over an acre).
- As no development plan has been initiated by the property owner, no commitments were made regarding layout or lot sizes but neighbor concerns were noted and will be considered when that process begins.

Access, Egress, and Layout

- Access road placement is a major concern. [Melissa Ferguson] objected to an access road adjacent to their fence due to privacy and traffic; a centrally located entrance was preferred. It was clarified that this proposal is not a development proposal but simply a re-zone application and decisions about egress, access and easements would be part of the property owner's engineering and platting process. Concerns were noted, however.
- City constraints were also noted by the property owner. A new access on Holmes may be difficult for more than one home given a 600-foot spacing requirement on a major arterial.

Other discussions

- Two neighbors (Stewart Curtis and Martin Tingey) reached out to Glen Ogden directly prior to the neighborhood meeting. Neither expressed concern about the zoning change. It was noted by Mike Bailey (attendee at the neighborhood meeting) that Mr. Tingey and he had talked previously, and Mr. Bailey felt like Mr. Tingey would also be concerned about smaller lots or a private lane that would run along the north side of the subject property to provide access to the subdivided lots. Again, no commitments were made but concerns were noted by the property owner.

The meeting lasted approximately one hour.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING O F A P P R O X I M A T E L Y 1.062 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM RE, RESIDENTIAL ESTATE TO RP, RESIDENTIAL PARK; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is RP Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation Suburban; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on October 6, 2026, and recommended approval of zoning the subject property to RP Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on November 12, 2026.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 1.062 Acres of the Northeast Corner of the Northeast ¼ of the Southeast ¼ of Section 31, T2N R38, 4146 S Holmes Ave.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "RP Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2026.

CITY OF IDAHO FALLS, IDAHO

_____
Lisa Burtenshaw, Mayor

ATTEST:

_____
Linda Lundquist, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 1.062 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM RE, RESIDENTIAL ESTATE TO RP, RESIDENTIAL PARK; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

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

_____
Linda Lundquist, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ZONE CHANGE FROM RE, RESIDENTIAL ESTATE TO RE, RESIDENTIAL PARK GENERALLY LOCATED NORTH OF CASTLEROCK LANE, EAST OF CANTERBURY WAY, SOUTH OF KINSWOOD STREET, AND WEST OF SOUTH HOLMES AVENUE.

WHEREAS, the applicant filed a complete application for a rezone on August 14, 2026; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 6, 2026; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on November 12, 2026; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.062 acres generally located north of Wheeler Street, east of Pinecrest Golf Course, south of Lincoln Road, west of Royal Avenue.
3. The Comprehensive Plan designates this area as Suburban.
4. The proposed zoning of RP is consistent with the Comprehensive Plan map and policies.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning of the property to RP, Residential Park with a vote of 5 to 1.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the change of zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2026

_____

Lisa Burtenshaw – Mayor

NOTICE

The Applicant or any affected person seeking judicial review of the compliance of this Reasoned Statement with the provisions of Idaho Code § 67-6535 must first seek reconsideration of this Reasoned Statement within fourteen (14) days by filing a request to reconsider pursuant in compliance with Idaho Code 67-6535.

In addition, the above Applicant has the right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003.