AMMON CITY COUNCIL MEETING
October 15, 2026 - 6:00 pm
Ammon City Hall
2135 S Ammon Road, Ammon, ID 83406

PUBLIC COMMENT

The following guidelines for public comment have been adopted:

1. Before an individual may be heard, the Mayor, Council President, or Commission Chair must recognize them.

2. Individuals recognized for comment shall provide their name and address for the record. Individuals must utilize the podium at the front of the room and not speak from their seat.

3. Individuals must direct comments to the Commission or Council, not other individuals within the room. Individuals must limit comments to three (3) minutes or less.

4. Individuals must avoid repetitious comments or ideas that have already been presented.

5. All comments shall be made courteously, respectfully, and civilly. Inflammatory, disrespectful, degrading statements, heckling, applause, or obscene or indecent language will not be tolerated. Individuals that violate these guidelines may be asked to leave the meeting.

UPCOMING

- November 05, 2026, City Council
- November 12, 2026, Work Session
- November 19, 2026, City Council

ACCESS TO MEETINGS

MEETINGS WILL BE AVAILABLE VIA ZOOM:

AVAILABLE UPON REQUEST- EMAIL THE CITY CLERK 24 HOURS PRIOR TO THE MEETING AT CLERK@CITYOFAMMON.US

AGENDA

CALL TO ORDER:
- Mayor Brian Powell at 6:00 p.m.
- Pledge of Allegiance – Council Member Hamberlin
- Prayer – Council Member Fullmer

CONSENT AGENDA:
1. Accounts Payable Report: Exhibit A
2. Minutes: October 01, 2026 – Regular Meeting - *Page 2*

PUBLIC COMMENT REGARDING ITEMS NOT ON AGENDA (3-minute limit)

ACTION ITEMS:
1. **Request from Eagle Rock Sanitation to Increase Commercial Sanitation Rates -** *(Micah Austin, City Administrator) Page 8*
2. **Consideration of Cutler Rezone from RP-A to R1-A** - *(Cindy Donovan, City Planner) - Page 26*
3. **Consideration of the North Village Division 5 Final Plat** - *(Cindy Donovan, City Planner) Page 34*
4. **Consideration of the North Village Division 6 Final Plat** - *(Cindy Donovan, City Planner) - Page 42*
5. **Consideration of the North Village Division 5 and 6 Standard Development Agreement** - *(Cindy Donovan, City Planner) Page 47*
6. **Consideration of the Suitter Park Subdivision Master Plan** - *(Cindy Donovan, City Planner) - Page 64*
7. **Consideration of the Suitter Park Subdivision Division 1 Preliminary Plat** - *(Cindy Donovan, City Planner) - Page 70*
8. **Consideration of the Suitter Park Subdivision Division 1 Standard Development Agreement** - *(Cindy Donovan, City Planner) - Page 75*

DISCUSSION ITEMS:
1. **Granite Creek Division 3 Standard Development Agreement** - *(Cindy Donovan, City Planner) - Page 90*
2. **Miscellaneous**

ADJOURN

INDIVIDUALS NEEDING ACCOMMODATION DUE TO DISABILITY MUST CONTACT CITY HALL
NO LATER THAN 1:00 P.M. THE DAY BEFORE THE SCHEDULED MEETING TO ARRANGE ASSISTANCE

Next Resolution Number: 2026-021; Next Ordinance Number: 752

AMMON CITY COUNCIL MINUTES
THURSDAY, OCTOBER 01, 2026 – 6:00 P.M.
2135 SOUTH AMMON ROAD

AGENDA

CALL TO ORDER:
- Mayor Brian Powell at 6:00 p.m.
- Pledge of Allegiance – Council Member Fullmer
- Prayer – Council President Boyle

CONSENT AGENDA:
1. Accounts Payable Report: Exhibit A
2. Minutes: September 17, 2026 – Regular Meeting

AMMON LIGHTING DISTRICT BOARD:
1. Accounts Payable-Exhibit A

PUBLIC COMMENT REGARDING ITEMS NOT ON AGENDA (3-minute limit)

PUBLIC HEARING:
1. **Public Hearing 2026-014 -** Amendments to the City Fee Resolution, Resolution 2026-019

ACTION ITEMS:
1. **Consideration of Resolution 2026-019 - City Fee Resolution** *(Micah Austin, City Administrator)*
2. **Consideration of Resolution 2026-020 - Retention Schedule -** *(Joanna Dahm, City Clerk*)
3. **Consideration of Ordinance 751 - Title 5 Chapter 4 Amendments -** *(Clarissa Jones, Code Enforcement Director)*

DISCUSSION ITEMS:
1. Miscellaneous

ADJOURN

MINUTES

City Officials Present:	**City Staff Present:**	**City Officials Absent:**
Mayor Brian Powell	City Attorney Weston Davis	Councilmember Kris Oswald
Council President Scott Wessel	City Administrator Micah Austin	
Councilmember Nolan Wheeler	City Clerk Joanna Dahm	
Councilmember Heidi Boyle	City Planner Cindy Donovan	
Councilmember Jeff Fullmer	City Engineer Morgan Stewart	
Councilmember Sid Hamberlin	Code Enforcement Director Clarissa Jones	

CALL TO ORDER:
Mayor Brian Powell called the meeting to order at 6:04 p.m. Council Member Fullmer led the pledge of allegiance and Council Member Boyle gave a prayer.

CONSENT AGENDA:
Accounts Payable Report: Exhibit A
Minutes: September 17, 2026 – Regular Meetings

It was moved by Council Member Boyle and seconded by Council Member Fullmer to approve the Consent Agenda
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

It was moved by Council Member Fullmer and seconded by Council President Wessel to move into the Lighting District board
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

AMMON LIGHTING DISTRICT BOARD:
1. Accounts Payable-Exhibit A

It was moved by Council Member Boyle and seconded by Council Member Hamberlin to approve the Lighting District Accounts Payable
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

It was moved by Council Member Fullmer and seconded by Council Member Boyle to move out of the Lighting District Board and back into the Regular City Council Meeting
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

PUBLIC COMMENT REGARDING ITEMS NOT ON AGENDA (3-minute limit)

Kristi Carlquist-2581 Bungalow Dr- Turtle Bay Club House-2686 Bungalow Dr-Cottages neighborhood. Kristy Carlquist described the history of Turtle Bay Club House and how it originated and was meant for members of the community in the Cottages Neighborhood and not anyone outside of the neighborhood. Memberships were going to be sold. It was supposed to bring value to the neighborhood. It was supposed to be a nonprofit. The originator of the project lost the property and it was purchased by another owner in 2013 by Colter Hanson. Mr. Hanson made a request to reopen the club house with a conditional use permit. Mr. Hanson stated that memberships would be limited to those who live within the neighborhood. Planning and Zoning denied the request. It then went to the City Council and Mr. Hanson had changed his application on the condition use application. Mr. Hanson pulled his request for a conditional use permit. He changed to selling ownership, and stated he can do what he wants with property he owns.

Ms. Carlquist stated on Facebook marketplace they are selling memberships to all who may want one. This is a huge problem, there is not proper parking and access. There are no stipulations to the membership. She stated she never brought it forward before because she believed people were purchasing ownership in the property, however, she did a title search and it is owned by an LLC with only one owner, Paige Hanson (Colter's wife). She was informed by Colter that there are currently 38 memberships. Ms. Carlquist doesn't wish for it to be shut completely, she would like to see some oversight, there should be no parking on the corner, it is a very active corner. She would also like to see a conditional use permit in place and renewed annually.

Mayor Powell stated we will need to look into these issues further and talk to staff. Council President asks about the upkeep on the property. Ms. Carlquist stated it is being maintained, not to the highest standards but it is maintained. Council Member Boyle asks if she has received complaints from other neighborhood members. She said she has received some. City Attorney Weston Davis stated he can look into the issue, and report back.

Tom Hunsinger- 2529 Carolyn Lane- On Sunnyside Rd in front of Hillcrest, there is a sign in the Left turn lane, blocking traffic, to turn onto Stonehaven Dr. City Administrator Austin stated it is not supposed to be there.

Barbara Summerhill-885 Newgate Dr- She has an issue with the current City Late fee being charged on the utility bills. The City charges a flat rate of $10.00. She feels this is harsh. When a monthly bill is only $34 a month and you receive a $10 late fee that is very substantial. She reads an email response she received from the Finance department explaining the breakdown of the late fee and what the costs go to. She doesn't feel that the City of Ammon bill should not be prioritized over other bills such as food and a roof over a family's head. She wants a system that is transparent and fair for all residents. Falls water charges a standard 1% late fee. She asks the Council to review the late fee ordinance and replace it with a percentage late fee that is fair.

PUBLIC HEARING:

1. **Public Hearing 2026-014 -** Amendments to the City Fee Resolution, Resolution 2026-019

Hearing open - 6:45pm
Received written testimony from Barbara Summerhill
Hearing closed - 6:46pm

ACTION ITEMS:

1. **Consideration of Resolution 2026-019 - City Fee Resolution** *(Micah Austin, City Administrator)*

City Administrator Austin stated there have been no changes since the council last reviewed it. The fee the citizen was speaking of is not being changed in this fee resolution. Mayor Powell asks City Attorney Davis, as an action item, is it okay for the Council to approve the resolution as it stands and look at the late fee at another time. City Attorney Davis stated it is appropriate to approve as is, because the public expects it to pass as it has been posted to the public, maybe others would like to speak on the late fee and so that should be considered at a different time. City Administrator Austin stated we will bring back the resolution in the Spring. One thing the Council asked of staff for this fee resolution was to reach out to Mr. Romander with State Farm and invited him to speak about the Door-to-Door Solicitation fee, both

City Clerk Dahm and himself reached out and invited him to attend but he is not here tonight. Council Member Fullmer asked if there was an issue with the fee. City Administrator Austin stated Mr. Romander requested that businesses located within the City of Ammon city limits pay a reduced fee for a solicitor's permit than those located outside the city limits. Mr. Romander did not show up tonight.

It was moved by Council Member Boyle and seconded by Council Member Fullmer to approve Resolution 2026-019-City Fee Resolution
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

2. **Consideration of Resolution 2026-020 - Retention Schedule -** *(Joanna Dahm, City Clerk*)

City Clerk Joanna Dahm presented to the Council the importance of the establishment of a City Retention Schedule. She stated this schedule was built from the ground up. This retention schedule does comply with Idaho State code for retention and destruction.

It was moved by Council President Wessel and seconded by Council Member Hamberlin to approve Resolution 2026-020-Rentention Schedule
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

3. **Consideration of Ordinance 751 - Title 5 Chapter 4 Amendments -** *(Clarissa Jones, Code Enforcement Director)*

Code Compliance Director Clarissa Jones explained the proposed amendments to Title 5 Chapter 4. The changes are for cleanup purposes. Mayor Powell asks if this will be in conflict with the new software, Code Compliance Direct Jones stated that no it will make us compliant.

It was moved by Council Member Boyle and seconded by Council Member Wheeler to dispense with the rule requiring the reading of the ordinance on three different days and that the three readings be waived.
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

It was moved by Council Member Boyle and seconded by Council Member Wheeler to approve the Ordinance 751 - Title 5 Chapter 4 Amendments
Wheeler, yes; Oswald, absent; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

DISCUSSION ITEMS:

1. **Miscellaneous**
   Council Member Hamberlin-EIRSD is doing good, making progress on the building. Mayor Powell asks for a completion date. Council Member Hamberlin stated they were on track.

Council Member Fullmer- It was a great ribbon cutting for the Greater Idaho Falls Transit system yesterday here at City Hall. GIFT is now in Ammon. Saw that the parking fees for City of Idaho Falls airport are going up, way cheaper to take GIFT. Already hearing stories from residents that benefit. Excited for the expansion and growth. The data should be coming in mid November. Micah stated just by the ribbon cutting today they had already received 25 requested rides.

Council Member Boyle- We had the starter home subdivision meetings with Idaho Falls and then one with just Ammon. It's going well. Still working on the Ordinance but we are on schedule. My neighborhood was thrilled that we got the speed trailer on 49th.

Mayor Powell- We had the Home Builders Association quarterly meeting today here at City Hall. Great collaboration, PUDs are getting reassessed in Idaho Falls. We had the ribbon cutting for GIFT and it was great, we had a lot of people come out for it. Homecoming today at White Pine Charter school went really well.

Council Member Wheeler- It is going to be pretty hectic around 49th and Ammon. They are holding games at Woodland Hills, Friday night flag (football), on Thursday and Friday. He asked if we know when that will be wrapped up. City Administrator Austin stated the end of October. Council Member Fullmer stated it is a non profit now, if there are issues, they are great about communication.

Council Member Boyle asks if we have had any feedback on the Hillcrest noise level. Mayor Powell says lights are off, but haven't heard anything about noise level. They have made a conscious effort to shut it down.

City Attorney Davis- It is extremely disconcerting to work on a document as I am making changes, staff is accepting as I do them, you have excellent staff.

City Administrator Austin- A little over a year ago our building official retired and at that time we evaluated the positions and made the decision instead of filling that position, we split off the administrative responsibilities, and Greg is the building official taking care of those responsibilities. There is the Commercial plan review portion and we decided we would contract those services out. It was new for us, we thought it would work. It has now been a year and the cost savings is $138,000 in the past year by choosing to contract out instead of filing that position. This proves that when vacancies happen it is a good chance to look and see if there are options to do things better.

The second thing is that we talked to Western Recycling recently, in 2023 they were going through a lot. Now they are in a solid position. They could offer services without the city handling bills, but they would still prefer it. They are open to negotiating. We might have to do a RFP. The cost is roughly $8-$10 per house for 2 pick ups per month. They would be open to a long term agreement 5 years or more. They are willing to pay franchise fees, franchise fees offset the impact on our streets from the trucks. In addition if the city doesn't handle billing for recycling the costs could increase slightly per household. President Wessel stated he is confused about the fee, they sell what they are recycling. City Administrator Austin stated they will haul it to Salt Lake City. Mayor Powell stated we can have them come in for a worksession, maybe in November, and answer any questions the council may have. Council Member Fullmer is curious on weight saving for a household on one can.

Council President Wessel motion to adjourn

ADJOURN at 7:25 p.m.

_____

Brian Powell, Mayor

_____

Joanna Dahm, City Clerk

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Micah Austin, City Administrator
Subject:	Staff Report regarding Commercial Sanitation Rates Increasing

Request from Eagle Rock Sanitation to Raise Commercial Sanitation Rates based on Anticipated Landfill Fees from Bonneville County

Staff Recommendation

1. Consider the request from Eagle Rock Sanitation (ERS), represented by owner Kim Galloway, to modify the commercial sanitation rates by adding a Bonneville Disposal Fee and direct staff accordingly.
2. If Council is inclined to approve the proposed rate structure, approve the amendment/addendum to Exhibit A of the Commercial Solid Waste Collection Services Agreement.
3. Schedule an action item for approving the amended contract at the next available City Council meeting.

Summary of Analysis

1. **Background and Agreement Context:**
    a. Prior to March 1, 2019, the City of Ammon operated its own municipal commercial sanitation service.
    b. In late 2018, the City issued an RFP seeking private haulers to determine if commercial waste services could be delivered at lower rates.
    c. On February 7, 2019, City Council awarded the franchise agreement, officially titled the Commercial Solid Waste Collection Services Agreement (Enterprise Utility Agreement), to Eagle Rock Sanitation, Inc..
    d. The 10-year contract took effect on March 1, 2019, and runs through March 31, 2029.
    e. The City does not handle customer billing for commercial accounts; ERS directly bills commercial customers and administers all collections.
2. **Contractual Terms Governing Rate Adjustments:**
    a. Section 12 (Escalation Clause for Billing Services): Rates established in Exhibit A were fixed for the first five years of the contract (through March 1, 2024).
    b. Following the initial five-year freeze, Section 12 specifies: "Rates may be increased only after ERS has received approval for a rate increase from the City Council at a regular session of the Ammon City Council and the same shall not exceed more than five percent (5%) in any one year above the previous year."
    c. Any rate adjustment exceeding standard contract parameters or modifying Exhibit A requires formal City Council approval and a written contract amendment/addendum pursuant to Section 7 and Section 22.
3. **Rate History Under the Franchise Agreement:**
    a. January 5, 2023: Council approved a 3.5% diesel fuel surcharge via letter addendum to assist ERS with rising fuel and operating costs.

b. April 4, 2024 / May 16, 2024: Following the expiration of the initial five-year rate freeze, Council approved a 30% contract rate increase across commercial accounts and adopted a formal contract addendum updating Exhibit A to incorporate both the 30% base increase and fuel surcharge.

4. Proposed 2026 Rate Schedule:

a. The May 2024 Addendum updated Section 12 of the agreement, stating that beginning in the seventh year of the Agreement (March 2025) and each year thereafter, ERS may increase rates by no more than five percent (5%) in any one year above the previous year, subject to City Council approval.

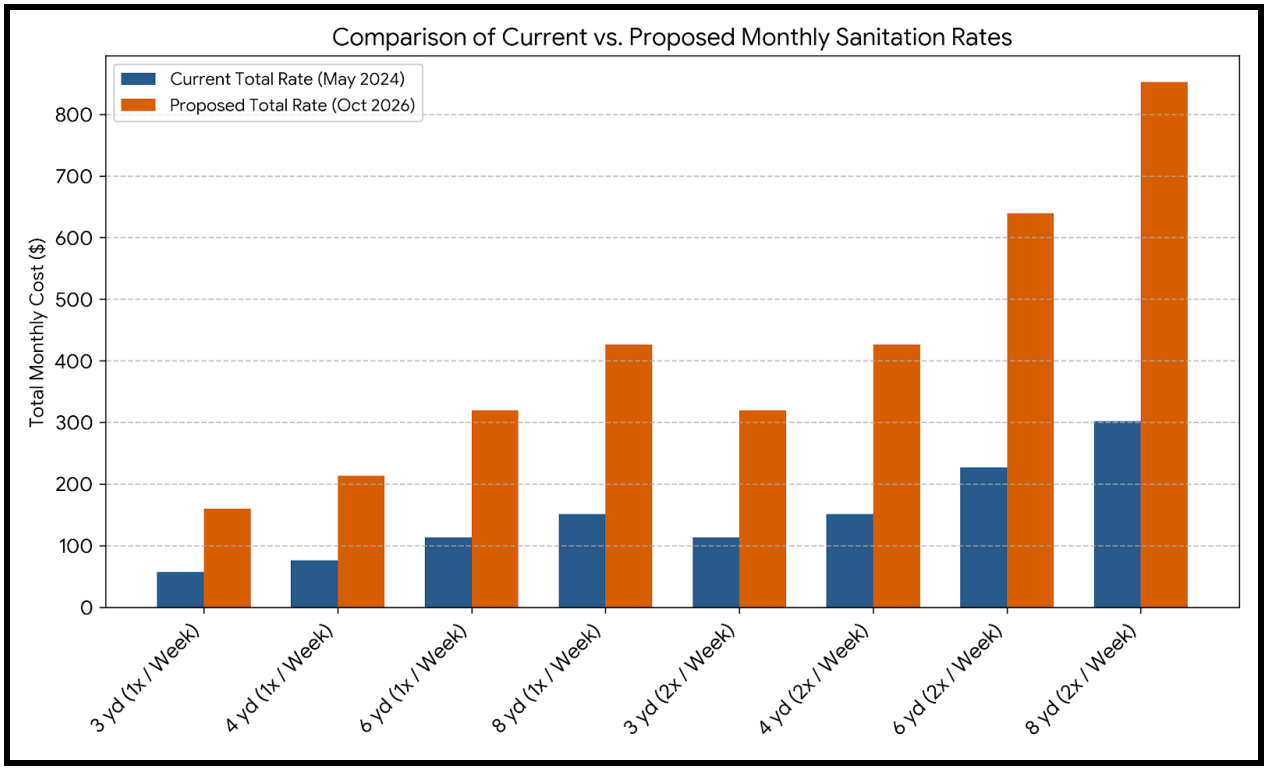
b. ERS has submitted an updated comprehensive rate schedule for Council review and approval, detailing monthly rates based on container capacity (3-yard, 4-yard, 6-yard, and 8-yard) and collection frequencies ranging from every other week up to six times per week.

c. Based on the table and proposed fees provided, sanitation costs will increase to the businesses as follows and in the graph below:

i. Average Total Bill Increase: +181.95% (an overall factor increase of approximately 2.8×)

ii. Minimum Total Bill Increase: +176.10% (3-yard dumpster, 4× per week)

iii. Maximum Total Bill Increase: +186.72% (6-yard dumpster, 6× per week)



Financial Impact

- **Impact on Ammon Commercial Customers:** The proposed rates represent the direct monthly charges billed by ERS to commercial accounts within the City of Ammon. Customers will see adjustments reflected across their base collection fees, corresponding 8% utility fee, and Bonneville County disposal assessments.
- **Impact on City Revenues (Enterprise Utility Fee):** Under Section 17 of the agreement, ERS pays the City an Enterprise Utility Fee equal to 8% of annual gross billed revenues or a minimum guarantee of $20,000, whichever is greater, acknowledging commercial vehicle wear and tear on municipal streets. Because the 8% fee is tied directly to gross billed service revenues, any adjustment in base collection fees proportionally supports the municipal street and infrastructure utility fund.

Motion

"I move to approve the proposed commercial sanitation rate schedule submitted by Eagle Rock Sanitation, Inc., and direct staff to prepare the corresponding addendum to the Commercial Solid Waste Collection Services Agreement."

Attachments:

1. Proposed Rate Schedule (City of Ammon Newest Pricing.xlsx)
2. Commercial Solid Waste Collection Services Agreement (February 7, 2019)
3. Addendum to Commercial Solid Waste Collection Services Agreement (May 16, 2024)

OCTOBER 2026 PROPOSED New Rate: City Of Ammon

Price for DUMPSTER per month							
				State Sales Tax	Franchise fee @8%	Bonneville Disposal Fee	**TOTAL**
	Every other week service						
	3 yd service	$ 26.17		$ 0.40	$ 2.09	$51.60	**$80.26**
	4 yd service	$ 34.88		$ 0.50	$ 2.79	$68.80	**$106.97**
	6 yd service	$ 52.34		$ 0.60	$ 4.19	$103.20	**$160.33**
	8 yd service	$ 69.75		$ 0.80	$ 5.58	$137.60	**$213.73**
	Once per week service						
	3 yd service	$ 52.34		$ 0.40	$ 4.19	$103.20	**$160.13**
	4 yd service	$ 69.75		$ 0.50	$ 5.58	$137.60	**$213.43**
	6 yd service	$ 104.27		$ 0.60	$ 8.34	$206.40	**$319.61**
	8 yd service	$ 139.50		$ 0.80	$ 11.16	$275.20	**$426.66**
	Twice per week service						
	3 yd service	$ 104.68		$ 0.40	$ 8.37	$206.40	**$319.85**
	4 yd service	$ 139.50		$ 0.50	$ 11.16	$275.20	**$426.36**
	6 yd service	$ 209.35		$ 0.60	$ 16.75	$412.80	**$639.50**
	8 yd service	$ 279.01		$ 0.80	$ 22.32	$550.40	**$852.53**
	Three times per week						
	3 yd service	$ 157.01		$ 0.40	$ 12.56	$309.60	**$479.63**
	4 yd service	$ 209.25		$ 0.50	$ 16.74	$412.80	**$639.29**
	6 yd service	$ 312.83		$ 0.60	$ 25.03	$619.20	**$957.66**
	8 yd service	$ 418.51		$ 0.80	$ 33.48	$825.60	**$1,278.39**

New Rate City Of Ammon

	Four times per week						
	3 yd service	$ 216.68		$ 0.40	$ 17.33	$412.80	**$647.21**
	4 yd service	$ 279.01		$ 0.50	$ 22.32	$550.40	**$852.23**
	6 yd service	$ 417.11		$ 0.60	$ 33.37	$825.60	**$1,276.68**
	8 yd service	$ 558.01		$ 0.80	$ 44.64	$1,100.80	**$1,704.25**
	Five times per week						
	3 yd service	$ 261.70		$ 0.40	$ 20.94	$516.00	**$799.04**
	4 yd service	$ 348.75		$ 0.50	$ 27.90	$688.00	**$1,065.15**
	6 yd service	$ 521.38		$ 0.60	$ 41.71	$1,032.00	**$1,595.69**
	8 yd service	$ 697.50		$ 0.80	$ 55.80	$1,376.00	**$2,130.10**
	Six times per week						
	3 yd service	$ 314.04		$ 0.40	$ 25.12	$619.20	**$958.76**
	4 yd service	$ 418.51		$ 0.50	$ 33.48	$825.60	**$1,278.09**
	6 yd service	$ 613.55		$ 0.60	$ 49.08	$1,238.40	**$1,901.63**
	8 yd service	$ 837.01		$ 0.80	$ 66.96	$1,651.20	**$2,555.97**

COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT

THIS AGREEMENT, made this 7 day of February, 2019, by and between City of Ammon, a municipal corporation of the State of Idaho, hereinafter referred to as "City" and Eagle Rock Sanitation, Inc., hereinafter referred to as "ERS".

WHEREAS, City operates a commercial solid waste collection services within its City boundaries for various businesses who produce commercial solid waste, and

WHEREAS, City, on or about October 16, 2018, issued a Request for Proposal for commercial solid waste collection services, and

WHEREAS, City desires to have commercial solid waste collection services performed by an entity other than City, and

WHEREAS, ERS submitted a proposal in response to the Request for Proposal for commercial solid waste collection services, and

WHEREAS, City has selected ERS as the respondent to the Request for Proposal for commercial solid waste collection services which best fits the needs of the City and of the businesses producing commercial solid waste,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

1. Definitions.

Commercial solid waste as used in this agreement shall be referred to as vegetable matter, rubbish, trash, debris, cold ashes, and other waste material generated in the normal course of commercial businesses within City.

Construction Waste or Hazardous Waste is not included in the definition of Commercial solid waste. Construction waste or hazardous waste includes demolition materials, concrete, rock, fencing material, hazardous waste, or containers containing potential hazardous materials. ERS becomes aware of any hazardous waste or containers containing potential hazardous materials, they shall immediately notify law enforcement within the City.

Commercial Collection or Commercial Customers include all businesses, institutions and industrial operators, except for any business that is operated at a residential property.

Collections carts, bins, drop boxes, containers, etc., will be provided by ERS which shall be stored in customers' solid waste enclosures or other locations as requested by commercial customers within the City.

2. Term.

1. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

The term of this agreement shall be for a period of ten (10) years, commencing on the 1st day of March, 2019 and ending on the 31 day of March, 2029, based upon satisfactory performance by ERS to the City. During said ten (10) years, the City of Ammon will not negotiate with other commercial solid waste disposal companies. ERS does further acknowledge that other companies currently collect commercial solid waste within the City.

3. Current Approximate System.

As outlined in the request for proposal, the current commercial solid waste collections system includes approximately two hundred forty-four (244) commercial accounts. Said accounts include front load and rear load disposal systems, including three-yard commercial trash carts, three-yard dumpsters, four-yard dumpsters, five-yard dumpsters, eight-yard dumpsters, and six-yard dumpsters.

Existing commercial accounts at the time of execution of this contract are considered grand-fathered to whomever contracts with said business at this time. This does not preclude these parties from switching to ERS.

4. Future Commercial Collection Services.

ERS shall have the right to solicit and seek continued collection and future collection of commercial collection services for solid waste within the Ammon City limits, from businesses creating commercial solid waste within the City of Ammon, from time to time, as the same occurs. Notwithstanding paragraph numbered 3 above, it is agreed and understood that businesses generating commercial solid waste shall not be required to use services of ERS, however, they are prohibited from contracting with other parties for solid waste disposal.

5. Minimum Level of Service.

ERS shall conduct all commercial solid waste collection services, including bulky waste collection, or commercial/demolition dumpster services, in compliance with all ordinances and regulations adopted or made by City pursuant to the collection, hauling and disposal of solid waste within the limits of the City, or regarding the use of roads thereof, including all labor and the providing and maintenance of sufficient number of vehicles and other equipment required for the prompt and effective collection and removal of commercial solid waste accumulated within the of the City of Ammon, and shall do so in a manner as to not create litter. Additionally, ERS shall comply with all rules and regulations and ordinances of Bonneville County or the State of Idaho.

6. Intent.

The parties hereby acknowledge that ERS is an independent company of and not a part of the City. It is the intent of the parties and it is hereby acknowledged that ERS is an independent contractor, and a separate business from the City, and ERS shall operate the system exclusive of the City, only being bound to requirements of this contract. It is the intent of the City only to assure that the ordinances of the City are complied with by ERS and that ERS conducts its business in a manner which protects the health, safety and welfare of the citizens of City and the City.

2. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

7. Modification.

City and ERS agree that this contract may only be modified by written agreement signed by both parties.

8. Scope.

ERS agrees to provide all commercial solid waste disposal, including delivery of all solid waste collection and disposal, including collection from the point of origin with various businesses within the City of Ammon, through delivery of the same to the Bonneville County solid waste collection system. ERS will use existing containers for their useful life and shall provide new containers when necessary, including all labor, materials and equipment needed to fully service all designated units/containers.

9. Insurance.

ERS will indemnify and save harmless City its officers and employees from or against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of willful or negligent acts or omissions of ERS in the performance of this agreement. The parties expressly agree that City will not be responsible for the negligence of ERS or any of its agents, employees or customers.

ERS shall provide and maintain insurance during the entire term of this agreement, including liability and workers' compensation insurance covering ERS employees, trucks, and their vehicles, owned and operated by ERS in collection of commercial solid waste under this agreement. ERS shall maintain general liability policy naming the City of Ammon as an additional insured in the amount of two million dollars ($2,000,000.00) for damage to persons or property which may arise from or in conjunction with the performance of the work performed by ERS, its agents, representatives, employees, or sub-contractors. The cost of such insurance shall be bourne exclusively by ERS and, certificates of insurance evidencing that such insurance has been procured and bound and is in full force and effect, shall be provided to the City before the commencement of work and annually, and maintained during the entirety of said agreement.

10. Certificate of Deposit.

At the time of execution of this agreement, but not later than ten (10) days hereafter, ERS shall execute and deliver to City a Certificate of Deposit in the amount of $50,000 to be held in escrow until the termination date of this agreement.

11. Termination.

Either party may terminate this agreement without cause by giving one hundred eighty (180) days notice. If City terminates this agreement, City will purchase the necessary equipment from ERS, which is required to service the commercial solid waste system within the City, which will include rolling stock container and/or carts for the purchase of the same at eighty-five percent (85%) of historical purchase prices, as evidenced by legal records, less ten (10) year straight line depreciation or fair market value, whichever is less.

3. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

If ERS terminates the agreement, ERS will provide the City with containers and carts plus an additional twenty-five percent (25%) that were used to service customers within the City limits. ERS will also provide City at no charge with the equivalent number, size, capacity, quality and quantity of equipment that would have been originally purchased under this agreement.

12. Escalation Clause for Billing Services.

Charges for collection services within the City of Ammon for commercial solid waste collection services performed under this agreement for the first year of the agreement are shown in Exhibit A to this agreement. Said rates shown in Exhibit A shall not increase in the first five (5) years of this agreement. Rates may be increased only after ERS has received approval for a rate increase from the City Council at a regular session of the Ammon City Council and the same shall not exceed more than five percent (5%) in any one year above the previous year.

13. Holiday Service.

ERS may decide to observe any, all, or none of the Federal Holidays in any particular year by suspension of collection services on the holiday and catch-up collection services on the day following holidays. Make-up days may be the prior or next business day proceeding or following holidays.

14. Billing.

ERS will provide billing services directly to all commercial solid waste disposal customers. ERS is responsible for all aspects of billing, collection, together with all benefits and liabilities associated therewith.

15. Customer Service.

ERS shall maintain sufficient staff and customer service relations to maintain a professional and courteous demeanor with customers. ERS is required to operate a customer service call center that will serve as a primary telephone point or contact and information for all services. The customer service call center hotline is required to be staffed with a live person (non-automated service), during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m.

16. Assets Deemed Surplus by City and Which are Purchased by ERS.

The following assets constitute the commercial service sanitation assets of the City of Ammon which have been declared surplus by the City Council, and which the parties agree, are hereby purchased by ERS for total cost of $356,250. Said assets are purchased by ERS without ***warranty of merchantability***, ***warranty of fitness for a particular purpose or any other implied or expressed warranty whatsoever***. All such assets are taken ***"whereas"*** and ***"as is"***. Said items include and are valued and purchased as follows:

Twenty-Eight (28) four-yard front load dumpsters - total value $_____ 621.00 each
Fourteen (14) six-yard front load dumpsters - total value $_____ 721.00 each
Eight (8) eight-yard front load dumpsters - total value $_____ 821.00 each
Six (6) six-yard cardboard recyclers - total value $_____ 700.00 each

4. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

Two Hundred Thirty (230) three-eight yard rear load dumpsters - total value $100.00 each
One (1) 2004 Sanitation Truck Peterbuilt McNeilus forty-yard front load - total value $80,000.00
One (1) 2010 Sanitation Truck-Crane Carrier/Lavrie front load - total value $125,000.00
One (1) 2013 Sanitation Truck Freightliner/Cobra rear load - total value $ 70,000.00
One (1) 2007 Sanitation Truck GMC rear load - total value $ 20,000.000

17. Enterprise Utility Fee.

As further consideration for this agreement and acknowledging the wear and tear upon City streets and other public infrastructure, ERS shall pay to the City of Ammon as an enterprise utility fee, the greater of the amount of eight percent (8%) gross billed revenues or a minimum revenue guarantee fee of $20,000.00, on an annual basis. The same shall be paid upon the conclusion of each one-year period and shall be paid during each of the ten (10) years of this agreement. The enterprise utility fee shall be remitted at least quarterly from ERS to the City with annual adjustments at the conclusion of each year. The enterprise utility fee is paid in addition to the initial agreement cost relating to the purchase of equipment and assets.

ERS agrees to maintain records adequate for the performance and annual audit by the City, where the City's designated agent to determine the accuracy of said enterprise utility fee. Such books and records shall be made available at any time during business hours for inspection by City at City's expense upon reasonable advance notice.

18. Default.

If City determines that ERS has, by its actions or omissions, materially breached or otherwise materially failed to perform any obligation or duty under this agreement, City may advise ERS in writing of any suspected deficiencies, specifying the deficiency in a reasonable manner. City shall issue a written notification of deficiency or a notice of breach. Unless the circumstance necessitate response within a shorter period of time, ERS shall respond within seven (7) business days and shall cure any such deficiency within said seven (7) days from receipt by ERS of such written notice. If, however, by the nature of the failure, it cannot be cured within seven (7) days, ERS shall immediately negotiate with the City for a cure of the failure.

19. Assignability.

This Commercial Solid Waste Collection Services Agreement shall not be assigned or transferred to any other person, entity, business, corporation, etc., without the express written approval of the City. The determination of assignment is within the sole discretion of the City.

20. Notice.

As used in this Agreement, notice includes but is not limited to the communication of notice, request, approval, statement, report, consent, waiver and appointment. Except when actual receipt is expressly required by the terms hereof, notice is considered given either (a) when delivered in person to the recipient named as below, or (b) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return

5. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

City of Ammon: Mayor of the City of Ammon
2135 S. Ammon Rd.
Ammon, ID 83406
_____

Eagle Rock Sanitation, Inc.: _____
_____
_____

21. Attorneys' Fees.

In the event there is a default under this Agreement and it becomes reasonably necessary for either party to employ or use the services of an attorney in connection therewith, either with or without litigation, the losing party to the controversy arising out of the default shall pay to the successful party a reasonable attorneys' fee and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Agreement.

22. Entire Agreement; Modifications.

This Agreement embodies and constitutes the entire understanding between the parties with respect to this Commercial Solid Waste collection Services Agreement, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement is sought.

23. Titles and Captions.

All sections or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

24. Applicable Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho with jurisdiction in District Court in Bonneville County, Idaho.

25. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

26. Authorization and Representations.

Each individual executing this document does represent and warrant to the other that they have been duly authorized to execute and deliver this Commercial Solid Waste collection Services

6. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

Agreement in the capacity and for the entity set forth above his signature.

IN WITNESS HEREOF the parties have executed this document this ____ day of _____, 2019.

Eagle Rock Sanitation, Inc.

_____
By:
Its:

_____
_____
Mayor, City of Ammon Attest: Ammon City Clerk

7. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

STATE OF IDAHO)
: ss.
County of Bonneville)

On this _____ day of _____, 2019 before me the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the _____ of Eagle Rock Sanitation, Inc., that he/she executed the instrument or the person who executed the instrument on behalf of said Eagle Rock Sanitation, Inc., and acknowledged to me that Eagle Rock Sanitation, Inc. executed the same.

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

_____

Notary Public for the State of Idaho
Residing at:
My Commission Expires:

STATE OF IDAHO)
:ss.
County of Bonneville)

On this ___ day of _____ , before me, a Notary Public for the State of Idaho, personally appeared Sean Coletti, known or identified to me to be the Mayor of the City of Ammon, that executed the instrument on behalf of said City, and acknowledged to me that such City executed the same.

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

_____

Notary Public for the State of Idaho
Residing at:
My Commission Expires:

L:\legal\srh\0011 City of Ammon\COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT.1.2.19.wpd

8. COMMERCIAL SOLID WASTE COLLECTION AGREEMENT

ADDENDUM TO COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT

This Addendum to Commercial Solid Waste Collection Services Agreement ("Addendum") is made effective as of May ___, 2024, by and between the City of Ammon, a municipal corporation of the State of Idaho, hereinafter referred to as "City", and Eagle Rock Sanitation, Inc., hereinafter referred to as "ERS." The City and ERS are collectively referred to herein as the "Parties."

The Parties hereby agree to modify the Escalation Clause for Billing Services contained in paragraph 12 of the Commercial Solid Waste Collection Services Agreement, dated February 7, 2019, to the following:

12. Escalation Clause for Billing Services.

Charges for collection services within the City of Ammon for commercial solid waste collection services performed under this Agreement for the first year of the agreement are shown in Exhibit A to this Agreement. Said rates shown in Exhibit A shall not increase in the first five (5) years of this Agreement, which term began March 1, 2019. In March 2024 (the start of the 6th year of the Agreement), and at the request of ERS, the Ammon City County approved an increase in the charges for collection services by thirty percent (30%) over the prior year, inclusive of the Diesel Surcharge previously approved by the City Council, for the sixth (6th) year of the Agreement. Updated rates for March 1, 2024, through February 28, 2025, are shown in Exhibit B to this Agreement. This increase in the charges for collection services is effective for the remainder of the Agreement, unless further modified as noted in the remainder of this paragraph. Beginning in the seventh (7th) year of the Agreement and each year thereafter, rates may increase only after ERS has received approval for a rate increase by the City Council at a regular session of the Ammon City Council and the same shall not exceed more than five percent (5%) in any one year above the previous year. This provision amends and supersedes the Escalation Clause for Billing Services of the original "Commercial Solid Waste Collection Services Agreement" dated February 7, 2019.

Additional terms:

A. This Addendum shall be deemed effective as of the date set forth above and shall be incorporated into and made part of the Commercial Solid Waste Collection Services Agreement, dated February 7, 2019, previously executed by the Parties.
B. In the event of any conflict between the terms of this Addendum and the terms of the original Commercial Solid Waste Collection Services Agreement, dated February 7, 2019, this Addendum shall prevail.
C. Except as expressly modified herein, all other terms and conditions of the Commercial Solid Waste Collection Services Agreement shall remain in full force and effect.
D. This Addendum shall be construed in accordance with and governed by the laws of the State of Idaho, with jurisdiction solely in the district court for Bonneville County.

IN WITNESS HEREOF the parties have executed this document this ____ day of _____, 2024.

Eagle Rock Sanitation, Inc.

_____
By:
Its:

_____ _____
Mayor, City of Ammon Attest: Ammon City Clerk

STATE OF IDAHO)
: ss.
County of Bonneville)

On this _____ day of _____, 2024, before me the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the _____ of Eagle Rock Sanitation, Inc., that he/she executed the instrument or the person who executed the instrument on behalf of said Eagle Rock Sanitation, Inc., and acknowledged to me that Eagle Rock Sanitation, Inc. executed the same.

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

_____
Notary Public for the State of Idaho
Residing at:
My Commission Expires:

STATE OF IDAHO)
:ss.
County of Bonneville)

On this ___ day of _____ , 2024, before me, a Notary Public for the State of Idaho, personally appeared Sean Coletti, known or identified to me to be the Mayor of the City of Ammon, that executed the instrument on behalf of said City, and acknowledged to me that such City executed the same.

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

_____
Notary Public for the State of Idaho
Residing at:
My Commission Expires:

EXHIBIT B

Proposed New Rate City Of Ammon

Price for DUMPSTER per month			State Sales Tax	Franchise fee @8%	TOTAL
Every other week service					
3 yd service	$ 26.17		$ 0.40	$ 2.09	**$ 28.66**
4 yd service	$ 34.88		$ 0.50	$ 2.79	**$ 38.17**
6 yd service	$ 52.34		$ 0.60	$ 4.19	**$ 57.13**
8 yd service	$ 69.75		$ 0.80	$ 5.58	**$ 76.13**
Once per week service					
3 yd service	$ 52.34		$ 0.40	$ 4.19	**$ 56.93**
4 yd service	$ 69.75		$ 0.50	$ 5.58	**$ 75.83**
6 yd service	$ 104.27		$ 0.60	$ 8.34	**$ 113.21**
8 yd service	$ 139.50		$ 0.80	$ 11.16	**$ 151.46**
Twice per week service					
3 yd service	$ 104.68		$ 0.40	$ 8.37	**$ 113.45**
4 yd service	$ 139.50		$ 0.50	$ 11.16	**$ 151.16**
6 yd service	$ 209.35		$ 0.60	$ 16.75	**$ 226.70**
8 yd service	$ 279.01		$ 0.80	$ 22.32	**$ 302.13**
Three times per week					
3 yd service	$ 157.01		$ 0.40	$ 12.56	**$ 170.03**
4 yd service	$ 209.25		$ 0.50	$ 16.74	**$ 226.49**
6 yd service	$ 312.83		$ 0.60	$ 25.03	**$ 338.46**
8 yd service	$ 418.51		$ 0.80	$ 33.48	**$ 452.79**

Proposed New Rate City Of Ammon

	Four times per week						
	3 yd service	$ 216.68		$ 0.40	$ 17.33		**$ 234.41**
	4 yd service	$ 279.01		$ 0.50	$ 22.32		**$ 301.83**
	6 yd service	$ 417.11		$ 0.60	$ 33.37		**$ 451.08**
	8 yd service	$ 558.01		$ 0.80	$ 44.64		**$ 603.45**
	Five times per week						
	3 yd service	$ 261.70		$ 0.40	$ 20.94		**$ 283.04**
	4 yd service	$ 348.75		$ 0.50	$ 27.90		**$ 377.15**
	6 yd service	$ 521.38		$ 0.60	$ 41.71		**$ 563.69**
	8 yd service	$ 697.50		$ 0.80	$ 55.80		**$ 754.10**
	Six times per week						
	3 yd service	$ 314.04		$ 0.40	$ 25.12		**$ 339.56**
	4 yd service	$ 418.51		$ 0.50	$ 33.48		**$ 452.49**
	6 yd service	$ 613.55		$ 0.60	$ 49.08		**$ 663.23**
	8 yd service	$ 837.01		$ 0.80	$ 66.96		**$ 904.77**

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the request to rezone 0.469 acres in the Bridgewater subdivision from RP-A to R1-A

Cutler Rezone Request

Staff Recommendation

- Staff recommends denial of the rezone based on the following staff report.

Compliance

- This application is not in compliance with City Ordinance.

Criteria for Decision

1. Title 10 Chapter 14A – R1-A Residence Zone
2. 10-4-1: ORDINANCE AND MAP MAY BE AMENDED: This zoning ordinance, including the map, may be amended, supplemented, changed or modified from time to time, consistent with Idaho Code Title 67, Chapter 65.

Summary of Analysis

1. The property is currently zoned RP-A Residence Zone which allows a maximum density of 2.5 units per acre and allows no attached units
2. The Future Land Use Map shows the property as Low Density Residential
3. RP-A and R1-A are applicable zones in the low-density residential land use designation
4. In January 2019, the Comprehensive Land Use Map and rezone request for 9.774 acres from RP-A to R1-A was presented to the Planning and Zoning Commission, shown as Division 8.
5. The property was platted in 2020 as part of the recorded plat for Bridgewater Division 9.
6. Surrounding property to the north, east, and south is zoned RP-A and property to the west is zoned R1-A
7. The R1-A Zone allows a maximum density of 4.0 units per acre and allows up to 2 attached units, if approved density would be over the 4.0 units per acre based on the current net density requirements.
8. The property is serviced by Falls Water and the Eastern Idaho Regional Sewer District.

Parcel Characteristics

- General Location: north of Lin Road, east of Silvermaple Drive, south of Greenwillow Lane, and west of Hollow Drive
- Lot Size: 0.469 acres
- Current Zoning: RP-A
- Proposed Zoning: R1-A

Applicant's Request

- Approval of of the rezone request from RP-A to R1-A

- Presented by Shaylee Cutler, property owner

Notice of Hearing

- This public hearing was noticed as public hearing #2026-013
- Notice was published in the Post Register on Friday, September 18, 2026
- Notice was mailed to 38 property owners and 20 public entities on September 16, 2026
- Property was posted on Wednesday, September 23, 2026
- Public comment: no written comment was received.

Planning and Zoning Commission

- Public hearing #2026-013 was held before the Commission on October 7, 2026
- Testimony was presented by the applicant, 2 people in support, 1 person neutral, and 4 people opposing the application
- The Commission unanimously recommended denial
- The following Reasoned Statement is based upon the Commission's deliberations:
    - Does not fit with surrounding RP-A property
    - Increasing density in existing neighborhood
    - Exceeds density in Title 10 Chapter 14A
    - Sets precedent for other undeveloped lots in the subdivision
    - Changes the character of the neighborhood
    - The request deviates from the plan for the original development

Motion Based on Staff Recommendation

I move to deny the rezone of 0.469 acres from RP-A to R1-A finding it is not in compliance with the Comprehensive Plan and City Ordinance (if applicable, state any additional reasons for denial).

Attachments:

1. Vicinity Map
2. Planning and Zoning Commission Reasoned Statement
3. Bridgewater Division 8 Rezone Map
4. Bridgewater Division 9 Plat
5. Letter of Request from Applicant

Public Hearing 2026-013 - Vicinity Map
Shaylee Cutler - Bridgewater Lot Rezone



REASONED STATEMENT FOR HEARING #2026-013

Cutler Bridgewater Rezone from RP-A to R1-A

Commissioner Caldwell **/ Commissioner** Roth
Motion to deny

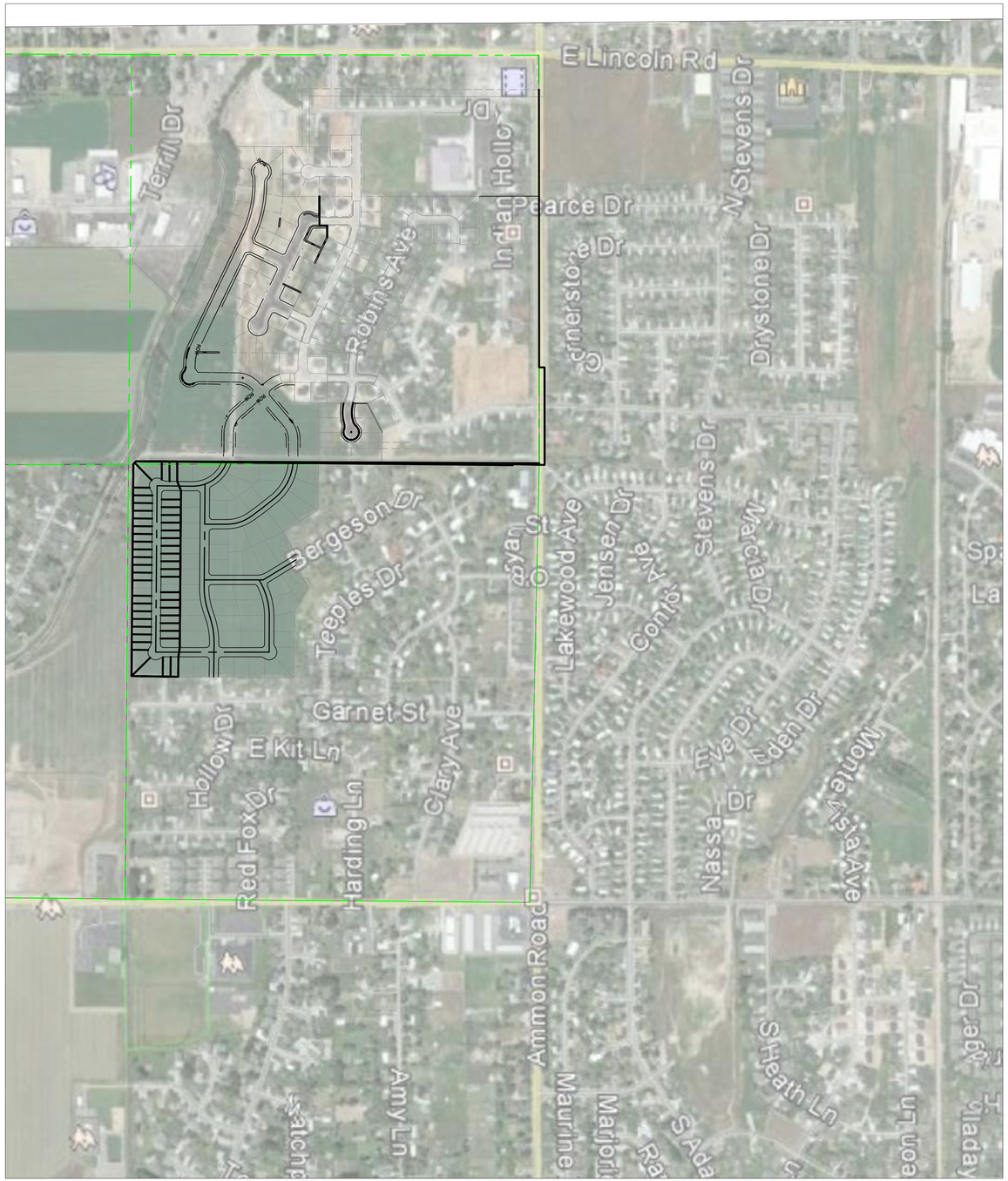
(Scriber should put the results of the original public hearing motion to approve or deny above).

Commissioner Caldwell **moved to provide the following findings to the City Council as the reasoning for the recommendation to** deny *(approve/deny)*, **Commissioner** Winters-Glen **seconded the motion. Vote was** *(detail of the vote here)* 7 **in favor,** 0 **opposed,** 0 **abstention the motion** passed. (passed/failed)

Findings for Recommendation:

- Does not fit with surrounding RP-A property
- Increasing density in exisiting neighborhood
- Exceeds density in Title 10 Chapter 14A
- Sets precedent for other undeveloped lots in the subdivision
- Changes the character of the neighborhood
- The request deviates from the plan for the original development

This action was taken pursuant to section 10-4-5 of the Ammon City Code in relationship to the Idaho State Code 67-6535 the above findings be approved regarding the recommendation from this Commission to the City Council and that the Planning and Zoning Commission finds that regarding Hearing #2026-013 above written information shall be provided to the City Council for consideration as per what has been stated and discussed.



VICINITY MAP



SITE MAP

CONNECT ENGINEERING
PM Civil Concepts
1150 Hollipark Dr, Idaho Falls, ID 83401
208.681.8590
The Civil Connection
1150 Hollipark Dr. Idaho Falls, ID 83401
208.681.8590

DRAWN BY	CHECK BY
TKP	BDJ
JOB NO: 2016-014	
DATE: OCTOBER 16, 2018	

SHEET NAME: Bridgewater Div 8

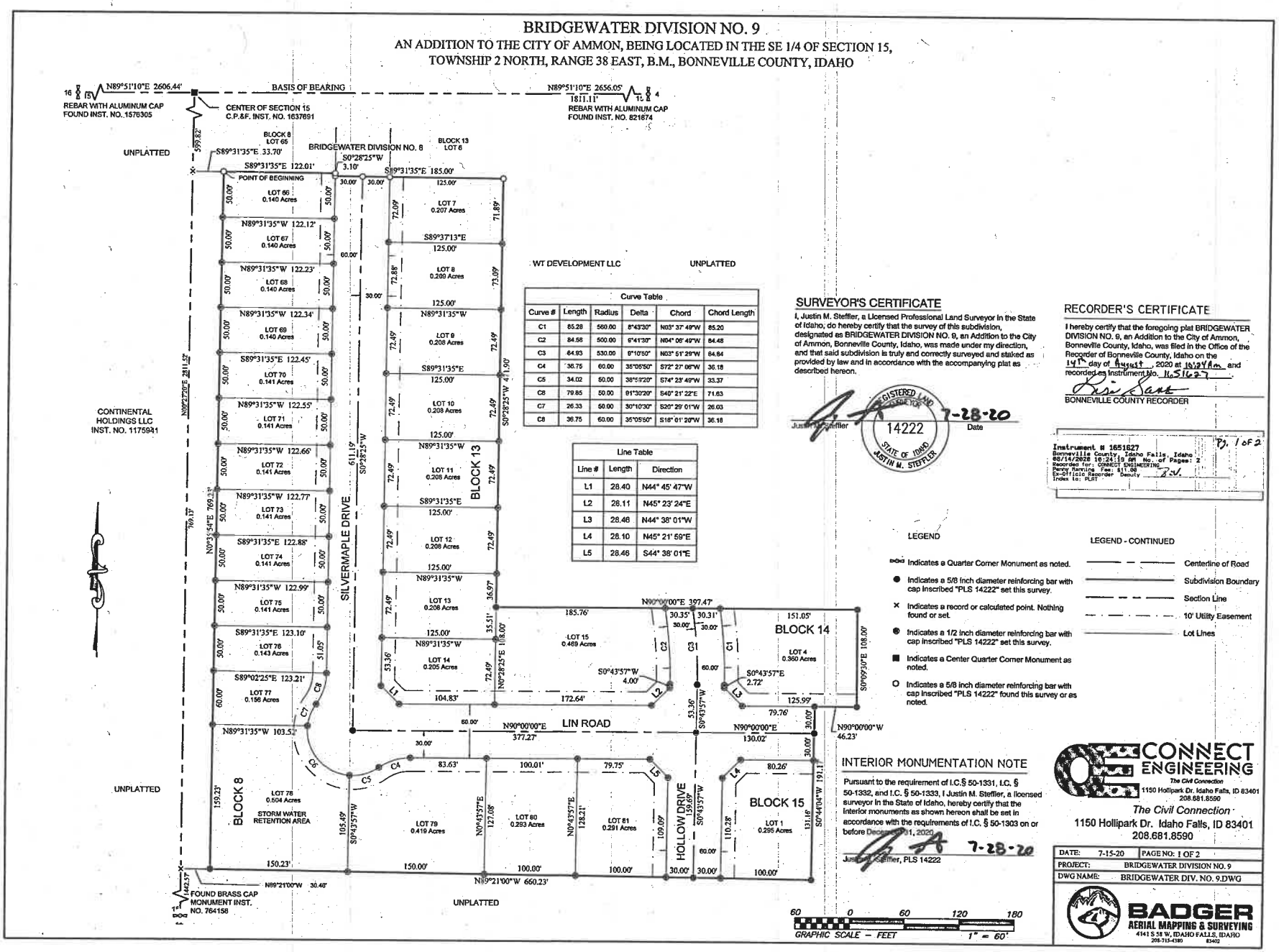
PROJECT: Exhibit "A"

LOCATION: Ammon, Idaho

REVISIONS	DATE

SHEET

OF SHEETS



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Length
C1	85.28	560.00	8°43'30"	N03° 37' 49"W	85.20
C2	84.56	500.00	9°41'30"	N04° 06' 49"W	84.48
C3	84.93	530.00	9°10'50"	N03° 51' 29"W	84.84
C4	36.75	60.00	35°05'50"	S72° 27' 06"W	36.18
C5	34.02	50.00	38°59'20"	S74° 23' 49"W	33.37
C6	79.85	50.00	91°30'20"	S40° 21' 22"E	71.63
C7	26.33	50.00	30°10'30"	S20° 29' 01"W	26.03
C8	36.75	60.00	35°05'50"	S18° 01' 20"W	36.18

Line Table		
Line #	Length	Direction
L1	28.40	N44° 45' 47"W
L2	28.11	N45° 23' 24"E
L3	28.46	N44° 38' 01"W
L4	28.10	N45° 21' 59"E
L5	28.46	S44° 38' 01"E

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as BRIDGEWATER DIVISION NO. 9, an Addition to the City of Ammon, Bonneville County, Idaho, 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.

Justin M. Steffler — 14222 — STATE OF IDAHO — JUSTIN M. STEFFLER — 7-28-20 Date

RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat BRIDGEWATER DIVISION NO. 9, an Addition to the City of Ammon, Bonneville County, Idaho, was filed in the Office of the Recorder of Bonneville County, Idaho on the 14th day of August, 2020 at 10:24 AM and recorded as Instrument No. 1651627

BONNEVILLE COUNTY RECORDER

Instrument # 1651627
Bonneville County, Idaho Falls, Idaho
08/14/2020 10:24:19 AM No. of Pages: 2
Recorded for: CONNECT ENGINEERING
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy
Index to: PLAT

P. 1 of 2

LEGEND

- Indicates a Quarter Corner Monument as noted.
- Indicates a 5/8 inch diameter reinforcing bar with cap inscribed "PLS 14222" set this survey.
- × Indicates a record or calculated point. Nothing found or set.
- Indicates a 1/2 inch diameter reinforcing bar with cap inscribed "PLS 14222" set this survey.
- ■ Indicates a Center Quarter Corner Monument as noted.
- ○ Indicates a 5/8 inch diameter reinforcing bar with cap inscribed "PLS 14222" found this survey or as noted.

LEGEND - CONTINUED

- Centerline of Road
- Subdivision Boundary
- Section Line
- 10' Utility Easement
- Lot Lines

INTERIOR MONUMENTATION NOTE

Pursuant to the requirement of I.C.§ 50-1331, I.C. § 50-1332, and I.C. § 50-1333, I Justin M. Steffler, a licensed surveyor in the State of Idaho, hereby certify that the Interior monuments as shown hereon shall be set in accordance with the requirements of I.C. § 50-1303 on or before December 31, 2020

Justin M. Steffler, PLS 14222 — 7-28-20

CONNECT ENGINEERING
The Civil Connection
1150 Hollipark Dr. Idaho Falls, ID 83401
208.681.8590

The Civil Connection
1150 Hollipark Dr. Idaho Falls, ID 83401
208.681.8590

DATE:	7-15-20
PAGE NO:	1 OF 2
PROJECT:	BRIDGEWATER DIVISION NO. 9
DWG NAME:	BRIDGEWATER DIV. NO. 9.DWG

BADGER
AERIAL MAPPING & SURVEYING
4141 S 5E W, IDAHO FALLS, IDAHO
208-715-4380 83402

Instrument #: 1651627
Bonneville County, Idaho Falls, Idaho
08/14/2020 10:24:18 AM No. of Pages: 2
Recorded for: CONNECT ENGINEERING
Penny Manning Fee: $11.00
Deputy: Ivega
Index to: PLAT
Ivega
Pg. 2 of 2

BRIDGEWATER DIVISION NO. 9

AN ADDITION TO THE CITY OF AMMON, BEING LOCATED IN THE SE 1/4 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO

OWNER'S DEDICATION

Know all men by these presents that we the undersigned are the lawful owners of the tract of land included in the boundary description shown hereon and have caused the same to be platted and divided into blocks, lots, streets and easements to be hereafter known as BRIDGEWATER DIVISION NO. 9, an Addition to the City of Ammon.

Be it further known that we do hereby dedicate to the public all streets and rights-of-way shown hereon, that we also grant and convey to the public all public utility easements shown hereon and that we hereby warrant and shall defend the estate subject to such dedication and conveyances in the quiet and peaceful possession of the public against said owners and their 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.

Utilities, and the City of Ammon, shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without prior written approval of the utilities with facilities in the PUE.

IN WITNESS WHEREOF, I have hereunto set my signature this 30 day of JULY, 2020.

Hal Wright, Managing Member
WT Development, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
:SS.
COUNTY OF BONNEVILLE)

On this 30 day of July, 2020, before me the undersigned, a notary public in and for said state, personally appeared Hal Wright, known or identified to me, to be the Managing Member, and the person who subscribed said Limited Liability Company's name to the foregoing Owner's Dedication and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such Limited Liability Company.

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

Notary Public for the State of IDAHO
Residing at: BINGHAM County
Commission Expiration Date: 7-31-23

HEALTH DEPARTMENT CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 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 re-imposed, in accordance with Section 50-1326, Idaho Code, 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.

Date: 4th July 2020 Health District Signature:

COUNTY SURVEYOR'S VERIFICATION

I certify that I am a Licensed Professional Land Surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. § 50-1305.

Date: 08/06/20

BONNEVILLE COUNTY SURVEYOR, Shane C. Hemer, P.L.S. No. 12222

NARRATIVE

1. The south and westerly boundary for this parcel is described in Warranty Deed Inst. No. 1231572.The description, relative to this division, appears to follow the westerly boundary of that portion of Lawn Dale Estates Division 2 which was vacated, and not to the west line of the southeast quarter of Section 15. Original boundary markers for Lawn Dale could not be found along the westerly line. This line was established by utilizing record Lawn Dale Estates information, in conjunction with found monuments. Along the south (Fox Hollow Division No. 2 and Fox Hollow Division No. 2 First Amended) found Fox Hollow monuments and their road stubs to the north were used as best evidence. Along the East, (Lawn Dale Estates Division No.1 and 2.) were all used together to place the boundary described in Warranty Deed Inst. No. 1231572 in the position shown hereon. The north line of this division is bound by Bridgewater Division No. 7, Inst. No. 1564236.
2. Record Documents utilized in conjunction with this survey include: 1231572, 1564236, 1188496, 926271, 1177487, 276595, 926271, & 1223377.

CITY ACCEPTANCE

The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Ammon adopted this 13 day of August, 2020.

MAYOR

CITY CLERK

CITY ENGINEER

IRRIGATION WATER RIGHTS STATEMENT

Notice is hereby given that all lots or property included within this plat are within the Progressive Irrigation District and to satisfy the requirements of I. C. § 31-3805, Subsection (1)(B) a signed Water Use and Assessment Agreement between the City of Ammon, Idaho and the Developer is pending.

FLOOD PLAIN DESIGNATION

The property shown on this plat is located in Zone X per Panel Number 160027007 D with an effective date of April 2, 2002.

DRINKING WATER CERTIFICATE

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 Ammon municipal water system, and said City has agreed in writing to provide culinary water service to said lots.

IN WITNESS WHEREOF, they have hereunto set their signatures this 30 day of JULY, 2020.

Hal Wright, Managing Member
WT Development, LLC

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 this project are current.

Date: 8/10/2020 Mark R. Hansen by Kelli Woodbury
BONNEVILLE COUNTY TREASURER

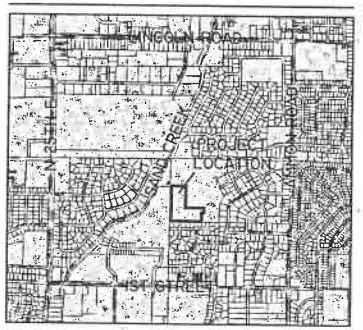
RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat BRIDGEWATER DIVISION NO. 9, an Addition to the City of Ammon, Bonneville County, Idaho, was filed in the Office of the Recorder of Bonneville County, Idaho on the 14th day of August, 2020 at 10:24 AM and recorded as Instrument No. 1651627

BONNEVILLE COUNTY RECORDER

Instrument #: 1651627
Bonneville County, Idaho Falls, Idaho
08/14/2020 10:24:18 AM No. of Pages: 2
Recorded for: CONNECT ENGINEERING
Penny Manning Fee: $11.00
Deputy: Ivega
Index to: PLAT
Ivega
Pg. 2 of 2

VICINITY MAP - N.T.S.



BOUNDARY DESCRIPTION

A parcel of land located in the SE 1/4 of Section 15, Township 2 North, Range 38 East, B.M., Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the West Quarter corner of Section 15, Township 2 North, Range 38 East of the Boise Meridian,
Thence North 89°51'10" East, a distance of 2,606.44 feet along the North line of the Southwest Quarter of said Section 15 to the Center Quarter corner of said Section 15;
Thence South 00°27'20" West along the west line of the Southeast Quarter of said Section 15 a distance of 599.82 feet to a point;
Thence South 89°31'35" East, a distance of 33.70 feet to a found 5/8 inch iron rod with cap stamped PLS 14222, also being the POINT OF BEGINNING;
Thence continuing South 89°31'35" East, a distance of 122.01 feet to a found 5/8 inch iron rod with cap stamped PLS 14222;
Thence South 00°28'25" West, a distance of 3.10 feet to a found 5/8 inch iron rod with cap stamped PLS 14222;
Thence South 89°31'35" East, a distance of 185.00 feet to a found 5/8 inch iron rod with cap stamped PLS 14222;
Thence South 00°28'25" West, a distance of 471.90 feet;
Thence North 90°00'00" East, a distance of 397.47 feet;
Thence South 00°09'30" East, a distance of 106.00 feet;
Thence North 90°00'00" West, a distance of 46.23 feet;
Thence South 00°44'04" West, a distance of 191.17 feet to the north boundary of Fox Hollow Division No. 2, First Amended, recorded as Instrument No. 1177467;
Thence continuing along the north boundary of said Fox Hollow Division No. 2, First Amended and also along the north boundary of Fox Hollow Division No. 2, recorded as Instrument No. 926271 North 89°21'00" West, a distance of 660.23 feet;
Thence North 00°35'54" East, a distance of 769.23 feet the POINT OF BEGINNING.

Parcel contains 7.942 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as BRIDGEWATER DIVISION NO. 9, an Addition to the City of Ammon, Bonneville County, Idaho, 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.

Justin M. Steffler — REGISTERED LAND SURVEYOR 14222 STATE OF IDAHO JUSTIN M. STEFFLER — 7-28-20 Date

CONNECT ENGINEERING
The Civil Connection
1150 Hollipark Dr. Idaho Falls, ID 83401
208.681.8590

NOTES

1. This subdivision contains 27 lots.
2. R1A Acreage - 5.33 with 21 lots and one storm water lot - Allowed = 21.3.
3. RPA Acreage = 2.65 with 5 building lots - Allowed = 6.63.
4. Roadway being dedicated with this plat = 1.935 acres.
5. The average lot size in this subdivision is 0.222 acres.
6. The total size of this subdivision is 7.942 acres.

DATE: 4-15-20	PAGE NO: 2 OF 2
PROJECT:	BRIDGEWATER DIVISION NO. 9
DWG NAME:	BRIDGEWATER DIV. NO. 9.DWG

BADGER AERIAL MAPPING & SURVEYING
4141 S 5th W, IDAHO FALLS, IDAHO 83402
208-715-4380

Project Description

The purpose of this application is to request approval to rezone the existing 0.469-acre property located at Lot 15, Block 13, Bridgewater Division 9 from RP-A (Residence Park A) to R-1A (Single-Family Residential A) and to amend the existing plat to divide the property into two separate legal residential lots.

The proposed rezoning is intended to align the property's zoning designation with the adjacent R-1A properties and maintain consistency with the surrounding residential development. The requested zoning will allow the property to be developed in a manner that is compatible with neighboring lots while providing a logical transition within the subdivision.

Following approval of the rezoning and plat amendment, the property will be developed as a twin home, with each dwelling unit located on its own individually platted lot. The proposed development is residential in nature and is intended to complement the existing character of the neighborhood.

The applicant believes this request is consistent with the surrounding land use pattern and represents an appropriate use of the property. The rezoning and plat amendment will create two conforming residential lots while maintaining compatibility with the surrounding neighborhood.

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the North Village Division 5 final plat.

North Village Division 5 Final Plat

Staff Recommendation

- Staff Recommends approval of the final plat.

Compliance

- This application is in compliance with City Ordinance 10-15 R-2 Residence Zone, 10-37-2A Residential District Uses, and 10-29-8 Final Plat Requirements.

Criteria for Decision

- Title 10, Chapter 29, Section 8 – Requirements of the Final Plat
- Title 10, Chapter 15 – R-2 Residence Zone
- Title 10, Chapter 37, Section 2 (A) – Residential District Uses

Summary of Analysis

1. The Commission recommended approval of the preliminary plat on October 19, 2022
2. The North Village Preliminary Plat was approved by the City Council on November 3, 2022
3. The proposed division is the remainder of the R-2 townhome lots in North Village.
4. The proposed division includes a 1.229 acre common area that will be used as a private park for the development

Development Contributions:

- Water Rights – Development will use pressurized irrigation
- Road Construction – The North Village Subdivision will improve the project's frontage on 49th South, contribute proportionate share for 49th South/25th East westbound slip lane, contribute proportionate share for the widening of 25th East to 3 lanes north of 49th South, and contribute proportionate share for the installation of a traffic signal at 49th South/Ammon Road.
- Parks – shall pay the amount in the current City of Ammon Fee Resolution per residential unit for all lots within the division prior to issuance of a building permit
- Law Enforcement – shall pay the amount in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, per residential unit

Parcel Characteristics:

- General Location: north of East 49th South (Township Road), east of Hazen Drive, south of Taylorview Lane, and west of 35th East (Ammon Road).
- Acres: 3.079 acres
- Zoning: R-2
- Division Density: 7.15 units per acre
- Average Townhome Lot Size: 1,248 sq. ft.

- Lots: 22 lots

Applicant's Request:

- Approval of North Village Division 5 Final Plat
- Presented by Curtis Johnson, Rockwell Homes and Blake Jolley, Connect Engineering

Planning and Zoning Commission

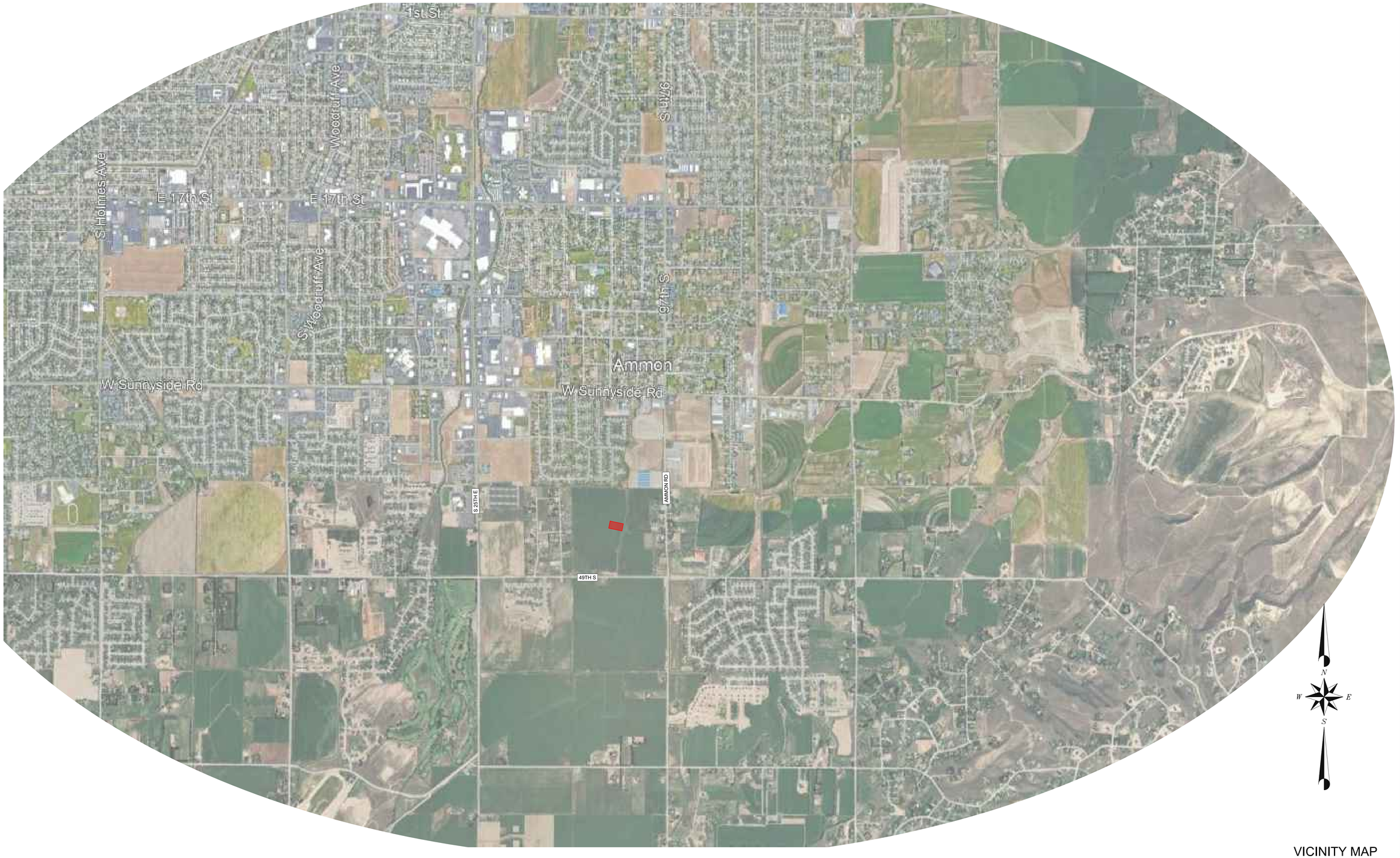
- The Commission reviewed the plat on October 7, 2026.
- The Commission recommended approval unanimously

Motion Based on Staff Recommendation

I move to approve the North Village Division 5 Final Plat finding it is in compliance with the Comprehensive Plan and City Ordinance, subject to technical review (state any requirements for approval, if applicable).

Attachments:

1. Vicinity Map
2. North Village Preliminary Plat
3. North Village Division 5 Final Plat



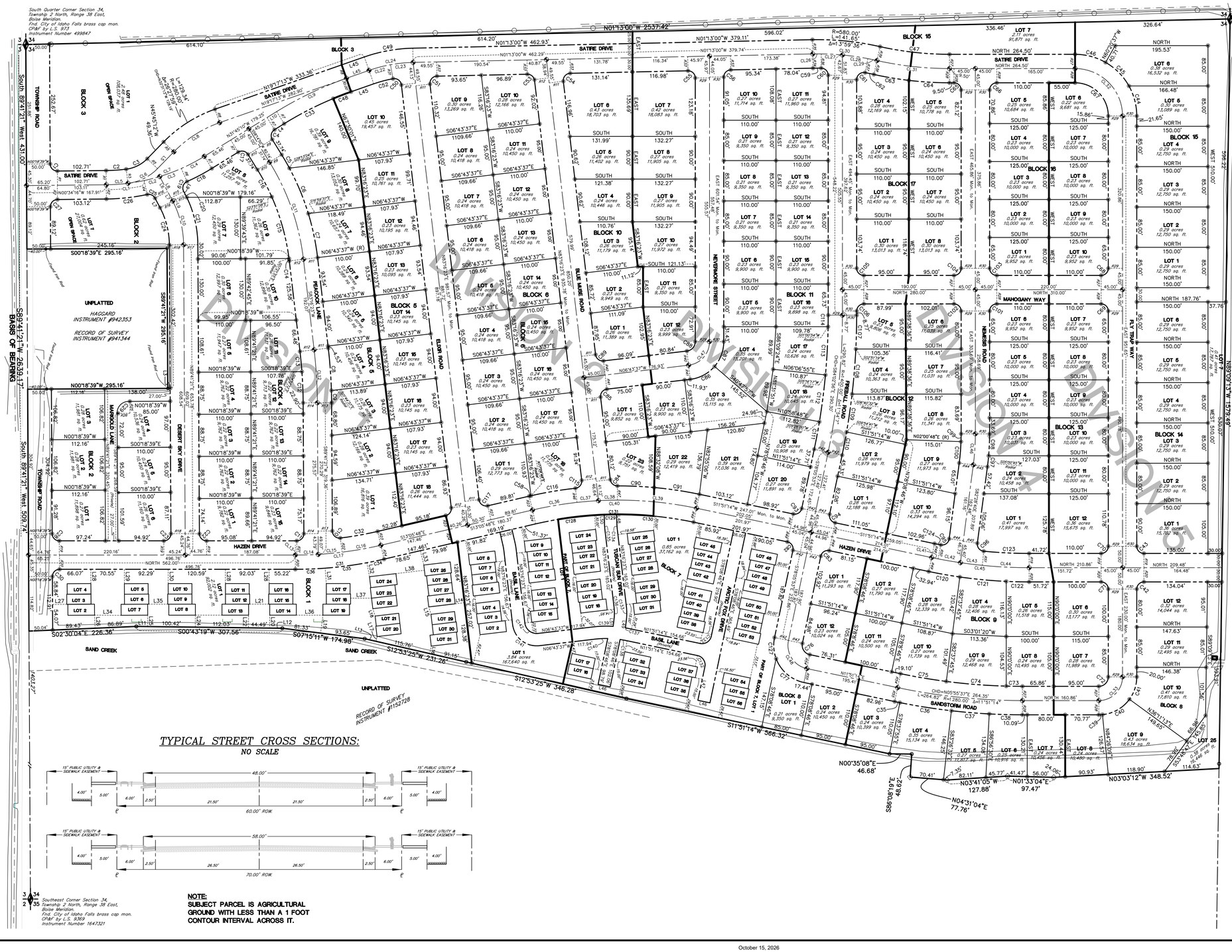
VICINITY MAP

DEVELOPMENT DRAWINGS FOR:	CONNECT ENGINEERING CIVIL ENGINEERING / SURVEYING / CONSTRUCTION IDAHO FALLS / CHUBBUCK 208-881-0081	**APPROVAL SIGNATURES:** CONNECT ENGINEERING Date: AMMON, ID Date: DEPARTMENT OF ENVIRONMENTAL QUALITY Date:	SHEET NO. C-01 of C-09
NORTH VILLAGE DIV. 5			
AMMON, ID			

PRELIMINARY PLAT NORTH VILLAGE SUBDIVISION

AN ADDITION TO THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO

LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN



DENSITY NOTES:

79.46 ACRES TOTAL
85 TOWN HOME LOTS
167 SINGLE FAMILY LOTS
8 OPEN SPACE LOTS
252 TOTAL LOTS

AVERAGE SIZE OF SINGLE FAMILY LOTS IS 11,701 SQ. FT.
AVERAGE SIZE OF TOWNHOME LOTS IS 1,193 SQ. FT.
AVERAGE SIZE OF OPEN SPACE LOTS IS 52,103 SQ. FT.

DENSITY: 3.17 LOTS/ACRE

Open Space Lots:
Lot 1, Block 1 = 108,037 sq. ft.
Lot 7, Block 2 = 27,004 sq. ft.
Lot 1, Block 3 = 92,002 sq. ft.
Lot 8, Block 4 = 11,257 sq. ft.
Lot 1, Block 7 = 167,640 sq. ft.
Lot 25, Block 8 = 16,446 sq. ft.
Lot 7, Block 14 = 91,871 sq. ft.
Lot 7, Block 15 = 17,787 sq. ft.
Total Open Space = 364,404 sq. ft./ 8.4 acres

PLANNING APPROVAL

APPROVED THIS____DAY OF_____2022.

_____
PLANNING DIRECTOR

VICINITY MAP



100 0 100 200
SCALE OF FEET

LEGEND

29/32 28/33 = SECTION CORNER & SECTION LINE
= BOUNDARY
= RIGHT OF WAY LINES
= ROAD CENTER LINES
= LOT LINES
= 15.00' PUBLIC UTILITY EASEMENT
= DIMENSION LINES / RADIAL LINES
= DIVISION LINE
= CENTER LINE MONUMENT (TO BE SET)
= SET 24" REBAR AND CAP
= FOUND EVIDENCE AS NOTED
= CALCULATED POINT
(R) = RADIAL
R1.0 = RADIAL BEARING

TYPICAL STREET CROSS SECTIONS:

NO SCALE

3/2 34/35 Southeast Corner Section 34, Township 2 North, Range 38 East, Boise Meridian. Fnd. City of Idaho Falls brass cap mon. CP&F by L.S. 9369 Instrument Number 1647321

NOTE:
SUBJECT PARCEL IS AGRICULTURAL GROUND WITH LESS THAN A 1 FOOT CONTOUR INTERVAL ACROSS IT.

PRELIMINARY PLAT NORTH VILLAGE SUBDIVISION

AN ADDITION TO THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO

LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD BRNG	CHD DIST
C1	23.63'	15.00'	90°15'37"	N44°33'32"E	21.26'
C2	42.46'	370.00'	06°34'30"	N03°51'31"W	42.44'
C3	50.54'	75.00'	38°36'29"	N26°27'00"W	50.59'
C4	23.56'	15.00'	90°00'00"	S76°45'10"E	21.23'
C5	32.70'	530.00'	03°32'06"	N60°00'53"E	32.69'
C6	103.83'	530.00'	11°13'27"	N67°23'39"E	103.66'
C7	94.97'	530.00'	10°16'00"	N78°08'23"E	94.84'
C8	89.58'	1030.00'	04°59'00"	N85°45'53"E	89.55'
C9	25.76'	1030.00'	01°25'58"	N88°58'22"E	25.76'
C10	25.34'	15.00'	96°48'14"	N41°17'14"E	22.44'
C11	23.64'	15.00'	90°18'39"	S45°09'19"E	21.27'
C12	65.90'	970.00'	03°53'33"	N87°44'35"E	65.89'
C13	42.72'	970.00'	02°31'25"	N84°32'06"E	42.72'
C14	5.24'	470.00'	00°38'18"	N82°57'14"E	5.24'
C15	135.24'	470.00'	16°29'13"	N74°23'28"E	134.78'
C16	64.81'	470.00'	07°54'02"	N62°11'51"E	64.76'
C17	23.56'	15.00'	90°00'00"	N13°14'50"E	21.21'
C18	58.95'	430.00'	07°51'15"	N27°49'32"W	58.90'
C19	24.58'	15.00'	93°54'21"	N70°51'06"W	21.92'
C20	6.93'	230.00'	01°43'38"	N63°03'33"E	6.93'
C21	103.43'	230.00'	25°45'59"	N76°48'22"E	102.56'
C22	23.48'	15.00'	89°41'21"	N44°50'41"E	21.16'
C23	23.64'	15.00'	90°18'39"	S45°09'19"E	21.27'
C24	81.58'	170.00'	27°29'37"	N75°56'32"E	80.80'
C25	19.46'	15.00'	74°18'51"	N25°02'19"E	18.12'
C26	86.66'	430.00'	11°32'51"	N06°20'41"W	86.52'
C27	23.49'	15.00'	89°44'23"	S45°26'28"E	21.16'
C28	23.48'	15.00'	89°41'21"	N44°50'40"E	21.16'
C29	39.27'	25.00'	90°00'00"	N45°18'39"W	35.36'
C30	23.64'	15.00'	90°18'39"	N45°09'20"W	21.27'
C31	190.86'	835.00'	13°05'48"	N06°32'54"W	190.45'
C32	25.23'	15.00'	96°22'11"	N35°05'18"E	22.36'
C33	176.61'	105.00'	96°22'11"	N35°05'18"E	156.51'
C34	161.12'	370.00'	24°57'02"	N00°37'17"W	159.85'
C35	11.11'	1310.00'	00°29'09"	N11°36'40"E	11.11'
C36	109.98'	1310.00'	04°48'37"	N08°57'47"E	109.95'
C37	80.01'	1310.00'	03°29'58"	N04°48'29"E	80.00'
C38	69.93'	1310.00'	03°03'30"	N01°31'45"E	69.92'
C39	7.77'	80.00'	05°33'51"	S02°46'55"E	7.77'
C40	67.37'	80.00'	48°14'57"	N29°41'19"W	65.40'
C41	50.53'	80.00'	36°11'13"	N71°54'24"W	49.69'
C42	23.56'	15.00'	90°00'00"	S45°00'00"E	21.21'
C43	23.56'	15.00'	90°00'00"	N45°00'00"E	21.21'
C44	66.17'	130.00'	29°09'55"	N75°25'03"E	65.46'
C45	70.74'	130.00'	31°10'42"	N45°14'44"E	69.87'
C46	67.29'	130.00'	29°39'23"	N14°49'41"E	66.54'
C47	149.41'	670.00'	12°46'36"	N06°23'18"E	149.10'
C48	40.22'	720.00'	03°12'02"	N20°23'58"W	40.21'
C49	104.15'	330.00'	18°04'57"	N10°15'28"W	103.72'
C50	24.90'	15.00'	95°05'57"	N35°43'25"E	22.14'
C51	24.14'	15.00'	92°13'21"	S50°36'56"E	21.62'
C52	42.09'	270.00'	08°55'53"	N14°50'00"W	42.05'
C53	22.12'	15.00'	84°29'23"	N41°01'42"E	20.17'
C54	25.00'	15.00'	95°30'37"	S48°58'18"E	22.21'
C55	23.88'	15.00'	91°13'00"	N44°23'20"E	21.44'
C56	23.24'	15.00'	88°47'00"	S45°36'30"E	20.99'
C57	77.11'	730.00'	06°03'07"	N09°34'39"W	77.07'
C58	3.76'	830.00'	00°15'35"	N12°58'00"W	3.76'
C59	17.16'	520.00'	01°53'25"	N00°16'17"W	17.16'
C60	23.39'	15.00'	89°19'35"	N45°20'13"E	21.09'
C61	26.43'	15.00'	100°57'05"	S39°31'28"E	23.14'
C62	16.57'	520.00'	01°49'31"	N11°51'50"E	16.56'
C63	77.09'	730.00'	06°03'02"	N09°45'05"E	77.05'
C64	85.70'	730.00'	06°43'34"	N03°21'47"E	85.65'
C65	23.56'	15.00'	90°00'00"	N45°00'00"E	21.21'
C66	23.56'	15.00'	90°00'00"	S45°00'00"E	21.21'
C67	109.96'	70.00'	90°00'00"	N45°00'00"E	98.99'
C68	23.56'	15.00'	90°00'00"	S45°00'00"E	21.21'
C69	23.56'	15.00'	90°00'00"	S45°00'00"W	21.21'
C70	23.56'	15.00'	90°00'00"	S45°00'00"E	21.21'
C71	23.56'	15.00'	90°00'00"	S45°00'00"W	21.21'
C72	31.42'	20.00'	90°00'00"	S45°00'00"E	28.28'
C73	34.14'	1250.00'	01°33'54"	N00°46'57"E	34.14'
C74	126.66'	1250.00'	05°48'21"	N04°28'05"E	126.61'
C75	97.81'	1250.00'	04°28'59"	N09°36'44"E	97.78'
C76	31.49'	20.00'	90°02'53"	N56°52'41"E	28.30'
C77	80.44'	80.00'	57°36'43"	N40°39'35"E	77.10'
C78	187.25'	430.00'	24°57'02"	N00°37'17"W	185.78'
C79	75.69'	45.00'	96°22'11"	N35°05'18"E	67.08'
C80	21.89'	15.00'	83°37'49"	S54°54'42"E	20.00'
C81	333.13'	765.00'	24°57'02"	N00°37'17"W	330.51'
C82	23.58'	15.00'	90°02'53"	N56°52'41"E	21.22'
C83	23.55'	15.00'	89°57'07"	S33°07'19"E	21.20'
C84	21.84'	15.00'	83°25'54"	S41°33'26"W	19.96'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD BRNG	CHD DIST
C85	23.56'	15.00'	90°00'00"	N51°43'37"W	21.21'
C86	59.30'	80.00'	42°28'26"	N27°57'50"W	57.96'
C87	56.97'	80.00'	40°47'57"	N69°36'01"W	55.77'
C88	29.07'	20.00'	83°16'23"	N48°21'48"W	26.58'
C89	23.56'	15.00'	90°00'00"	N38°16'23"E	21.21'
C90	77.59'	830.00'	05°21'22"	N02°31'10"E	77.56'
C91	96.43'	830.00'	06°39'23"	N08°31'33"E	96.37'
C92	57.51'	835.00'	03°56'45"	N09°52'51"E	57.49'
C93	23.55'	15.00'	89°57'07"	N33°07'19"W	21.20'
C94	23.58'	15.00'	90°02'53"	N56°52'41"E	21.22'
C95	24.49'	15.00'	93°32'35"	N35°42'22"W	21.86'
C96	24.05'	15.00'	91°51'33"	S51°35'34"W	21.56'
C97	23.22'	530.00'	02°30'36"	N83°43'57"W	23.22'
C98	46.37'	530.00'	05°00'45"	N87°29'38"W	46.35'
C99	16.51'	470.00'	02°00'48"	N88°59'36"W	16.51'
C100	45.19'	470.00'	5°30'33"	N85°13'56"W	45.17'
C101	23.56'	15.00'	90°00'00"	S45°00'00"E	21.21'
C102	23.56'	15.00'	90°00'00"	N45°00'00"E	21.21'
C103	23.56'	15.00'	90°00'00"	S45°00'00"W	21.21'
C104	23.56'	15.00'	90°00'00"	N45°00'00"W	21.21'
C105	23.56'	15.00'	90°00'00"	N45°00'00"E	21.21'
C106	23.56'	15.00'	90°00'00"	N45°00'00"W	21.21'
C107	71.26'	1430.00'	02°51'19"	S88°34'21"E	71.25'
C108	95.35'	1430.00'	03°49'13"	S85°14'05"E	95.33'
C109	80.77'	1430.00'	03°14'10"	S81°42'23"E	80.76'
C110	49.68'	1430.00'	01°59'26"	S79°05'36"E	49.68'
C111	59.03'	1370.00'	02°28'08"	S79°19'56"E	59.03'
C112	99.52'	1370.00'	04°09'43"	S82°38'52"E	99.43'
C113	101.78'	1370.00'	04°15'23"	S86°51'25"E	101.75'
C114	24.27'	1370.00'	01°00'54"	S89°29'33"E	24.27'
C115	23.68'	15.00'	90°27'05"	S51°30'04"E	21.30'
C116	95.05'	830.00'	06°33'41"	N09°33'22"W	95.00'
C117	25.23'	15.00'	96°22'11"	S35°05'18"W	22.36'
C118	21.89'	15.00'	83°37'49"	N54°54'42"W	20.00'
C119	79.87'	765.00'	05°58'54"	N10°06'20"W	79.83'
C120	66.57'	1030.00'	03°42'11"	N10°00'09"E	66.56'
C121	98.23'	1030.00'	05°27'51"	N05°25'07"E	98.19'
C122	48.30'	1030.00'	02°41'12"	N01°20'36"E	48.29'
C123	95.88'	970.00'	05°39'47"	N02°49'54"E	95.84'
C124	13.35'	970.00'	00°47'19"	N11°27'35"E	13.35'
C125	41.82'	105.00'	22°49'17"	N71°51'46"E	41.55'
C126	134.78'	105.00'	73°32'55"	N23°40'40"E	125.72'
C127	45.29'	80.00'	32°26'11"	N85°41'02"E	44.69'
C128	145.77'	770.00'	10°50'49"	N07°40'23"E	145.56'
C129	26.00'	770.00'	01°56'06"	N01°16'55"W	26.00'
C130	163.53'	770.00'	12°01'06"	N05°46'11"E	163.22'
C131	335.31'	770.00'	24°57'02"	N00°37'17"W	332.67'
C132	31.42'	20.00'	90°00'00"		
C133	30.24'	126.00'	13°45'07"	S89°51'03"E	30.17'
C134	7.81'	100.00'	04°28'38"	N85°30'43"E	7.81'
C135	9.85'	126.00'	04°28'38"	N85°3043"E	9.84'
C136	24.00'	100.00'	13°45'07"	S89°51'03"E	23.94'
C137	6.04'	226.00'	01°31'52"	N11°05'18"E	6.04'
C138	11.92'	200.00'	03°24'54"	N10°08'47"W	11.92'
C139	41.24'	226.00'	10°27'16"	N01°29'59"W	20.68'
C140	26.72'	200.00'	07°39'12"	N02°54'01"W	26.70'
C141	80.11'	51.00'	90°00'00"	N38°16'23"E	72.12'
C142	39.27'	25.00'	90°00'00"	N38°16'23"E	85.36'

CENTER LINE CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD BRNG	CHD DIST
CL1	80.62'	400.00'	11°32'51"	N06°20'41"W	80.48'
CL2	33.74'	400.00'	04°50'01"	N14°32'07"W	33.73'
CL3	48.50'	400.00'	06°56'48"	N20°25'31"W	48.47'
CL4	54.83'	400.00'	07°51'15"	N27°49'33"W	54.79'
CL5	45.90'	400.00'	06°34'30"	N03°51'31"W	45.88'
CL6	39.25'	400.00'	05°37'20"	N09°57'26"W	39.24'
CL7	132.54'	400.00'	18°59'04"	N22°15'38"W	131.93'
CL8	115.48'	250.00'	26°27'59"	N32°31'13"W	114.46'
CL9	260.84'	750.00'	19°55'37"	N21°47'22"W	259.53'
CL10	95.97'	200.00'	27°29'37"	N75°56'32"E	95.05'
CL11	218.39'	500.00'	25°01'34"	N70°45'37"E	216.66'
CL12	111.98'	1000.00'	06°24'58"	N86°28'52"E	111.92'
CL13	3.06'	800.00'	00°13'08"	N00°06'34"W	3.06'
CL14	45.16'	800.00'	03°14'04"	N01°50'10"W	45.15'
CL15	51.12'	800.00'	03°39'42"	N05°17'02"W	51.12'
CL16	83.52'	800.00'	05°58'54"	N10°06'20"W	83.48'
CL17	182.86'	800.00'	13°05'48"	N06°32'54"W	182.46'
CL18	49.09'	750.00'	03°45'00"	N09°57'03"W	49.08'
CL19	46.75'	750.00'	03°34'18"	N06°17'24"W	46.75'
CL20	58.96'	750.00'	04°30'15"	N02°15'08"W	58.94'
CL21	252.47'	750.00'	19°17'13"	N09°38'37"W	251.28'
CL22	46.76'	300.00'	08°55'53"	N14°50'00"W	46.76'
CL23	47.92'	300.00'	09°09'04"	N04°47'32"W	47.86'
CL24	94.68'	300.00'	18°04'57"	N10°15'28"W	94.29'
CL25	153.98'	700.00'	12°36'12"	N06°18'06"W	153.67'
CL26	18.14'	550.00'	01°53'25"	N00°16'17"W	18.14'
CL27	44.54'	550.00'	04°38'25"	N02°59'38"E	44.53'
CL28	54.12'	550.00'	05°38'14"	N08°07'58"E	54.09'
CL29	19.64'	550.00'	02°02'45"	N16°58'27"E	19.64'
CL30	136.44'	550.00'	14°12'49"	N05°53'25"E	136.09'
CL31	156.10'	700.00'	12°46'36"	N06°23'18"E	155.77'
CL32	157.08'	100.00'	90°00'00"	N45°00'00"E	141.42'
CL33	78.54'	50.00'	90°00'00"	N45°00'00"W	70.71'
CL34	174.19'	400.00'	24°57'02"	N00°37'17"W	172.81'
CL35	126.15'	75.00'	96°22'11"	N35°05'18"E	111.79'
CL36	95.24'	800.00'	06°49'16"	N09°41'09"W	95.19'
CL37	45.39'	800.00'	03°15'03"	N04°39'00"W	45.38'
CL38	40.02'	800.00'	02°51'58"	N01°35'29"W	40.01'
CL39	167.72'	800.00'	12°00'45"	N05°50'52"E	167.42'
CL40	348.37'	800.00'	24°57'02"	N00°37'17"W	345.63'
CL41	13.76'	1000.00'	00°47'19"	N11°27'35"E	13.76'
CL42	47.82'	1000.00'	02°44'24"	N09°41'44"E	47.82'
CL43	46.47'	1000.00'	02°39'44"	N06°59'40"E	46.46'
CL44	98.84'	1000.00'	03°39'47"	N02°49'54"E	98.80'
CL45	206.89'	1000.00'	11°51'14"	N05°55'37"E	206.52'
CL46	65.64'	500.00'	07°31'20"	S86°14'20"E	65.60'
CL47	72.67'	50.00'	83°16'23"	N48°21'48"W	66.44'
CL48	78.58'	50.00'	90°02'53"	S56°52'41"E	70.74'

LINE TABLE

LINE	LENGTH	BEARING
L1	78.53'	N88°47'00"E
L2	60.00'	N70°42'47"E
L3	83.06'	N45°45'12"W
L4	33.69'	N45°45'12"W
L5	49.36'	N45°45'12"W
L6	35.58'	N62°11'44"E
L7	22.75'	N62°11'44"E
L8	51.12'	N62°11'44"E
L9	7.21'	N62°11'44"E
L10	23.79'	N31°45'10"W
L11	14.99'	N87°29'56"E
L12	12.48'	N89°16'41"W
L13	23.53'	S00°43'19"W
L14	12.65'	N89°16'41"W
L15	14.90'	N89°16'41"W
L16	25.50'	S00°43'19"W
L17	15.10'	N89°16'41"W
L18	7.19'	S00°43'19"W
L19	35.28'	N82°44'49"W
L20	19.04'	S07°15'11"W
L21	30.32'	S12°53'25"W
L22	21.28'	N77°06'35"W
L23	35.22'	N77°06'35"W
L24	21.24'	S12°53'25"W
L25	26.56'	N77°06'35"W
L26	29.42'	N78°08'46"W
L27	19.54'	S11°51'14"W
L28	29.42'	N78°08'46"W
L29	29.42'	N78°08'46"W
L30	27.31'	S11°51'14"W
L31	15.14'	S76°54'12"W
L32	19.13'	S76°54'12"W
L33	75.15'	N29°32'18"W
L34	36.38'	S65°59'09"W
L35	14.02'	N78°08'46"W
L36	14.00'	N78°08'46"W
L37	43.85'	N77°06'35"W
L38	15.53'	S59°00'25"W
L39	15.47'	S76°54'12"W
L40	12.47'	S76°54'12"W
L41	107.06'	N04°11'56"W
L42	31.21'	S09°09'25"W
L43	24.66'	S22°31'47"E
L44	14.00'	N78°08'46"W
L45	50.63'	N19°17'57"W
L46	26.00'	N11°51'14"E
L47	72.14'	S78°08'46"E
L48	21.79'	N87°45'02"E
L49	15.98'	S82°58'29"E
L50	22.23'	N87°45'02"E
L51	15.60'	S82°58'29"E

RADIAL LINE TABLE

LINE	LENGTH	BEARING
R1	30.00'	S89°25'44"W
R2	30.00'	N89°25'44"E
R3	30.00'	S82°51'14"W
R4	30.00'	N77°52'53"E
R5	30.00'	S44°14'48"W
R6	30.00'	N66°06'05"E
R7	30.00'	N58°14'50"E
R8	30.00'	S70°42'47"W
R9	30.00'	N31°45'10"W
R10	30.00'	S31°45'10"E
R11	30.00'	N06°43'37"W
R12	30.00'	S06°43'37"E
R13	30.00'	N00°18'39"W
R14	30.00'	S00°18'39"E
R15	30.00'	N27°48'16"W
R16	30.00'	S27°48'16"E
R17	30.00'	N00°18'39"W
R18	30.00'	S00°18'39"E
R19	35.00'	WEST
R20	30.00'	EAST
R21	34.99'	S89°46'52"W
R22	35.00'	S82°53'07"W
R23	35.00'	S76°54'12"W
R24	35.00'	N76°54'12"E
R25	25.00'	N89°41'21"E
R26	25.00'	N00°18'39"W
R27	30.00'	WEST
R28	30.00'	EAST
R29	30.00'	SOUTH
R30	30.00'	NORTH
R31	30.00'	N78°10'27"E
R32	30.00'	N85°29'45"E
R33	30.00'	N88°47'00"E
R34	30.00'	N88°47'00"E
R35	30.00'	S88°47'00"W
R36	30.00'	S89°19'35"W
R37	30.00'	S79°02'55"E
R38	30.00'	S77°23'48"E
R39	30.00'	N77°23'48"W
R40	30.00'	S83°16'23"E
R41	30.00'	S11°54'07"W
R42	30.00'	S11°54'07"W
R43	30.00'	N11°54'07"E
R44	30.00'	S07°31'20"W
R45	30.00'	N07°31'20"E
R46	30.00'	S83°43'29"W
R47	35.00'	S86°18'28"W
R48	30.00'	N78°08'46"W
R49	30.00'	S78°08'46"E
R50	30.00'	N78°56'05"W
R51	30.00'	N8420'13"W
R52	30.00'	S76°54'12"W
R53	30.00'	N76°54'12"E
R54	30.00'	N78°08'46"W
R55	30.00'	S78°08'46"E

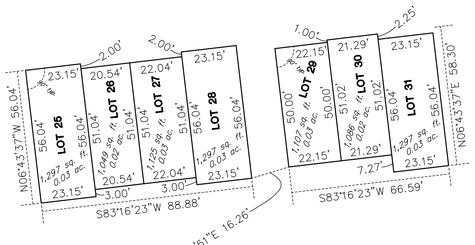
SHEET 2 OF 3

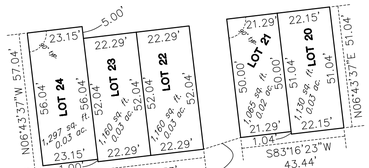
PRELIMINARY PLAT NORTH VILLAGE SUBDIVISION

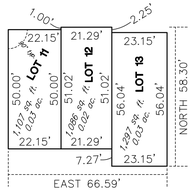
AN ADDITION TO THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO

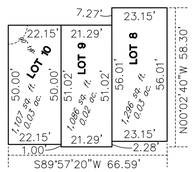
LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

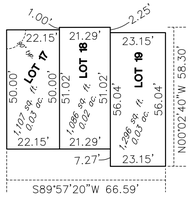
TYPICAL BLOCK 1

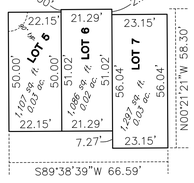


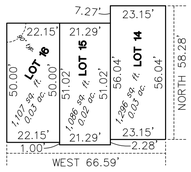


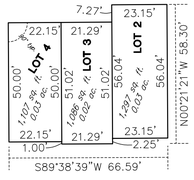




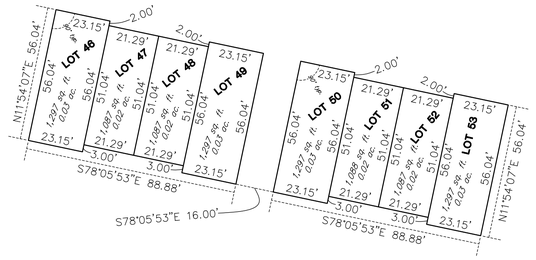


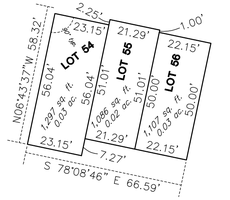


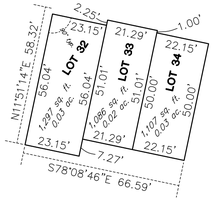


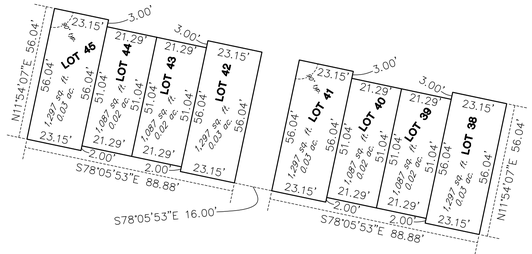


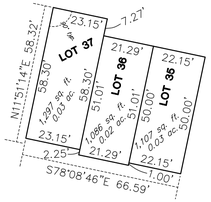
TYPICAL BLOCK 7



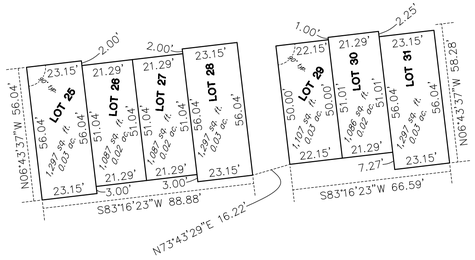


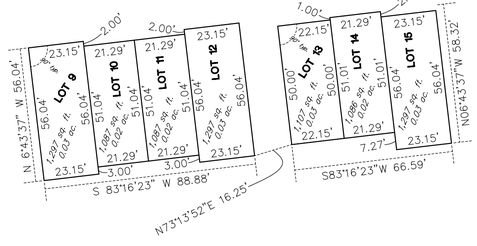


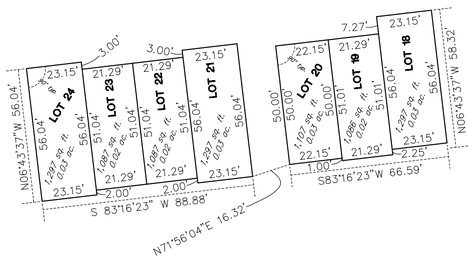


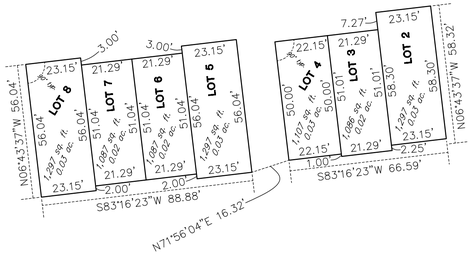












30 0 30 60
SCALE OF FEET

LEGEND

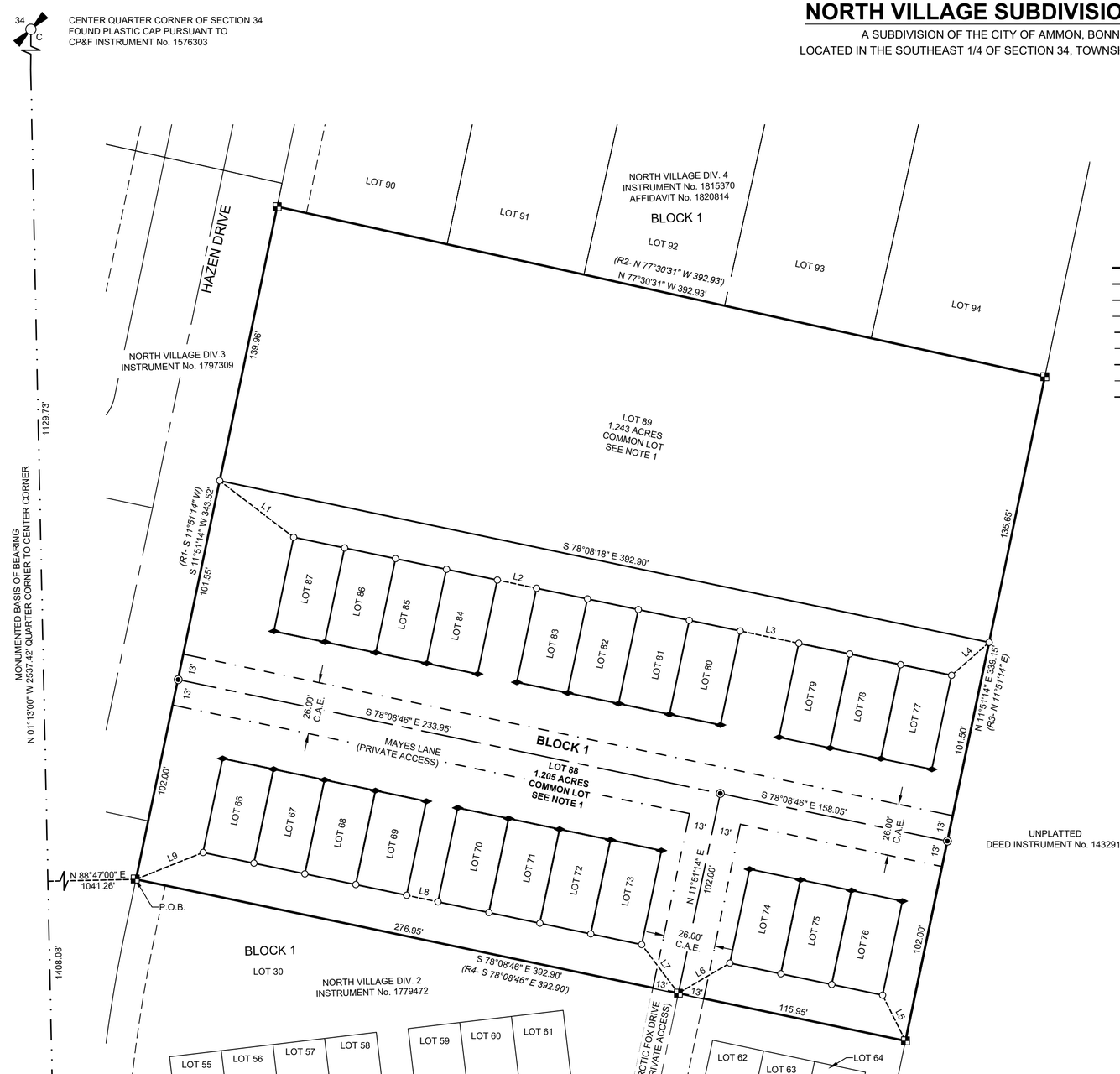
= LOT LINES

= DIMENSION LINES / RADIAL LINES

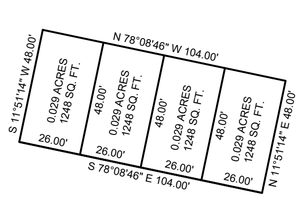
SHEET 3 OF 3

NORTH VILLAGE SUBDIVISION DIVISION No. 5

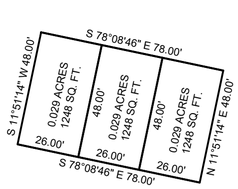
A SUBDIVISION OF THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.



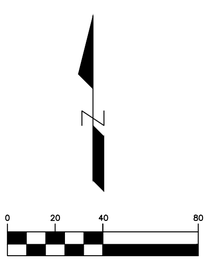
UNPLATTED
DEED INSTRUMENT No. 1432911



TYPICAL BLOCK 1, LOTS 66-73 AND 80-87

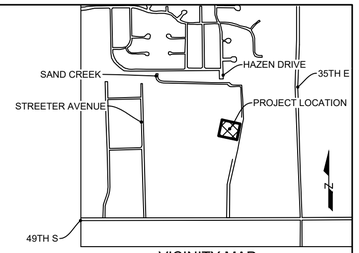


TYPICAL BLOCK 1, LOTS 74-79



LEGEND

C	PLSS SECTION CONTROL (AS NOTED)
■	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
◆	SET BRASS PLUG STAMPED PLS 18405
◉	SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
○	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
———	SUBDIVISION BOUNDARY
———	LOT LINE
——— — ———	CENTER LINE
——— — ———	EXISTING CENTERLINE
- - - · - - - · - - -	PRIVATE CROSS ACCESS EASEMENT & PUBLIC UTILITY EASEMENT
———	ADJOINING BOUNDARY LINE
——— · · ——— · · ———	SECTION LINE
— — — — — —	EXISTING EASEMENT LINE
- - - - - - - - - - - -	DIMENSIONAL TIE LINE
P.O.B.	POINT OF BEGINNING
(R1-)	RECORD INFORMATION FROM NORTH VILLAGE DIV. No. 3 INSTRUMENT No. 1797309
(R2-)	RECORD INFORMATION FROM NORTH VILLAGE DIV. No. 4 INSTRUMENT No. 1815370
(R3-)	RECORD INFORMATION FROM RECORD OF SURVEY INSTRUMENT No. 1303652
(R4-)	RECORD INFORMATION FROM NORTH VILLAGE DIV. No. 2 INSTRUMENT No. 1779472



VICINITY MAP

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 52°37'30" E	46.54'
L2	S 78°08'46" E	20.00'
L3	S 78°08'46" E	29.90'
L4	N 48°43'22" E	25.00'
L5	S 26°34'58" E	25.53'
L6	S 59°40'59" W	29.79'
L7	S 37°04'39" E	30.44'
L8	S 78°08'46" E	16.00'
L9	S 68°09'50" W	36.06'

REFERENCES:

1. RECORD OF SURVEY INSTRUMENT No. 1303652
2. NORTH VILLAGE DIVISION No. 2 INSTRUMENT No. 1779472
3. NORTH VILLAGE DIVISION No. 3 INSTRUMENT No. 1797309
4. NORTH VILLAGE DIVISION No. 4 INSTRUMENT No. 1815370
5. CORNER RECORDS AS SHOWN ON FACE OF PLAT

NOTES:

1. PUBLIC UTILITY EASEMENTS ARE GRANTED AND CONVEYED TO THE PUBLIC WITHIN COMMON LOT 88, BLOCK 1, AS SHOWN HEREON, AND OVER THE ENTIRE AREA OF COMMON LOT 89, BLOCK 1. LOT 89, BLOCK 1 IS A STORM WATER EASEMENT IN ITS ENTIRETY.

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.

SUBDIVISION DATA:

R-2: BLOCK 1

TOTAL ACREAGE: 3.079 ACRES
TOTAL LOTS: 24 LOTS
TOTAL TOWN HOME LOTS: 22 LOTS
TOTAL TOWN HOME ACREAGE: 0.630 ACRES
TOTAL COMMON SPACE: 2.448 ACRES. LOT 88, BLOCK 1 = 1.205 ACRES
LOT 89, BLOCK 1 = 1.243 ACRES

SMALLEST TOWN HOME LOT SIZE EXCLUDING COMMON SPACE: 1,248 SQ. FT.
LARGEST TOWN HOME LOT SIZE EXCLUDING COMMON SPACE: 1,248 SQ. FT.
AVERAGE TOWN HOME LOT SIZE EXCLUDING COMMON SPACE: 1,248 SQ. FT.
AVERAGE TOWN HOME LOT SIZE INCLUDING COMMON SPACE: 6,096 SQ. FT.

TOWN HOME LOT DENSITY (LOTS/ACRES): 7.145 LOTS PER ACRE



PRELIMINARY

AMMON, ID	
DRAWN BY: MJA	REVIEWED BY: CTP
JOB NO: 26-099	DATE: September 28, 2026

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

NORTH VILLAGE SUBDIVISION DIVISION No. 5

1 OF 2 SHEETS

NORTH VILLAGE SUBDIVISION DIVISION No. 5

A SUBDIVISION OF THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO LOTS, A BLOCK, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS NORTH VILLAGE SUBDIVISION DIVISION No. 5.

BE IT FURTHER KNOWN THAT THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC ALL RIGHTS-OF-WAY SHOWN HEREON, THAT THE OWNER ALSO GRANTS AND CONVEYS TO THE PUBLIC ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON. THE OWNER ALSO HEREBY WARRANTS AND SHALL DEFEND THE ESTATE SUBJECT TO SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC AGAINST SAID OWNER AND ITS SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THIS DEDICATION TO BE EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVE THIS _____ DAY OF _____, 20___.

ROCKWELL HOMES INC

_____
CURTIS JOHNSON, VICE PRESIDENT

DRINKING WATER 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 AMMON MUNICIPAL WATER SYSTEM AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS.

IN WITNESS WHEREOF, THE OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____ DAY OF _____, 2026.

_____
ROCKWELL HOMES INC
BY: CURTIS JOHNSON, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CURTIS JOHNSON, KNOWN OR IDENTIFIED TO ME, TO BE THE VICE PRESIDENT OF ROCKWELL HOMES INC, AN IDAHO CORPORATION, AND THE PERSON WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID CORPORATION'S NAME AS A PERSON AUTHORIZED TO BIND SUCH 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:_____

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF AMMON, ADOPTED THIS _____ DAY OF _____, 20___.

_____ _____
BRIAN POWELL, MAYOR JOANNA DAHM, CITY CLERK

_____
CITY ENGINEER

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34 OF TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN (FROM WHICH THE CENTER QUARTER CORNER BEARS N 01°13'00" W 2537.42 FEET) THENCE N 01°13'00" W 1408.08 FEET ALONG THE LONGITUDINAL CENTERLINE OF SAID SECTION 34 TO A POINT ON THE WEST BOUNDARY OF NORTH VILLAGE DIVISION No. 2 FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORDER AS INSTRUMENT No. 1779472, THENCE N 88°47'00" E 1041.26 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID NORTH VILLAGE DIVISION No. 2, SAID POINT ALSO BEING **THE POINT OF BEGINNING;**

THENCE N 11°51'14" E 343.52 FEET ALONG THE EAST BOUNDARY OF NORTH VILLAGE DIVISION No. 3 FILED AS INSTRUMENT No. 1797309 TO A POINT ON THE SOUTH BOUNDARY OF NORTH VILLAGE DIVISION No. 4 FILED AS INSTRUMENT No. 1815370;

THENCE S 77°30'31" E 392.93 FEET ALONG SAID SOUTH BOUNDARY OF NORTH VILLAGE DIVISION No. 4 TO THE SOUTHEAST CORNER OF SAID DIVISION No. 4;

THENCE S 11°51'14" W 339.15 FEET ALONG THE WEST BOUNDARY OF DEED INSTRUMENT No. 1432911 TO A POINT ON SAID NORTH BOUNDARY OF NORTH VILLAGE DIVISION No. 2;

THENCE N 78°08'46" W 392.90 FEET ALONG THE SAID NORTH BOUNDARY OF NORTH VILLAGE DIVISION No. 2 TO **THE POINT OF BEGINNING.**

DESCRIPTION CONTAINS 3.079 ACRES MORE OR LESS

COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

_____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL, PLS 12223 DATE

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF NORTH VILLAGE SUBDIVISION DIVISION No. 5, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____
BONNEVILLE COUNTY RECORDER DATE

EASTERN IDAHO REGIONAL SEWER DISTRICT

PURSUANT TO IDAHO CODE 42-3201 ET SEQ, THE EASTERN IDAHO REGIONAL SEWER DISTRICT (EIRSD) DOES HEREBY ACKNOWLEDGE THAT THE LAND IN THIS PLAT IS WITHIN THE EIRSD BOUNDARIES, ALL CURRENTLY REQUIRED FEES HAVE BEEN PAID, AND THAT EIRSD WILL PROVIDE SERVICE, BASED UPON AVAILABLE CAPACITY AT THE TIME OF CONSTRUCTION, TO THE LANDS DESCRIBED HEREIN.

EASTERN IDAHO REGIONAL SEWER DISTRICT

_____
BY DATE

FLOOD PLAIN DESIGNATION

ZONE X AS SHOWN ON PANEL 235 OF 600 FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1600270235D, MAP REVISED TO REFLECT LOMR EFFECTIVE DATE FEBRUARY 1, 2023.

IRRIGATION WATER RIGHTS STATEMENT

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED IN THIS PLAT ARE WITHIN THE PROGRESSIVE IRRIGATION DISTRICT AND THAT A SUITABLE SYSTEM FOR SUCH LOTS OR PROPERTY SHALL BE INSTALLED FOR DELIVERY OF SURFACE WATER FOR IRRIGATION PURPOSES. THE SYSTEM INSTALLED SHALL BE APPROVED BY THE CITY OF AMMON, IDAHO IN COMPLIANCE WITH I.C. §31-3805 AND CITY CODE TITLE 8 CHAPTER 10. A WATER USE AND ASSESSMENT AGREEMENT BETWEEN THE CITY OF AMMON, PROGRESSIVE IRRIGATION DISTRICT, AND THE DEVELOPER HAS BEEN SIGNED AND RECORDED.

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

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 HAVE BEEN CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH THE 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 DEPARTMENT

_____
ENVIRONMENTAL HEALTH SPECIALIST DATE

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 NORTH VILLAGE DIVISION No. 5, 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

PRELIMINARY

SURVEY NARRATIVE:

THIS SURVEY WAS MADE AT THE REQUEST OF ROCKWELL HOMES INC WITH THE INTENTIONS OF DIVIDING THE PROPERTY INTO LOTS, A BLOCK AND STREETS.

THE WEST BOUNDARY WAS DETERMINED FROM RECORD INFORMATION AND FOUND MONUMENTS SET AS PART OF NORTH VILLAGE DIVISION No. 3 FILED INSTRUMENT No. 1797309. THE NORTH BOUNDARY WAS DETERMINED FROM RECORD INFORMATION AND FOUND MONUMENTS SET AS PART OF NORTH VILLAGE DIVISION No. 4 FILED INSTRUMENT No. 1815370. THE EAST BOUNDARY WAS DETERMINED FROM RECORD INFORMATION AND FOUND MONUMENTS SET AS PART OF A RECORD OF SURVEY FILED INSTRUMENT No. 1303652. THE SOUTH BOUNDARY WAS DETERMINED FROM RECORD INFORMATION AND FOUND MONUMENTS SET AS PART OF NORTH VILLAGE DIVISION No. 2 FILED INSTRUMENT No. 1779472.

AMMON, ID	
DRAWN BY: MJA	REVIEWED BY: CTP
JOB NO: 26-099	DATE: September 28, 2026

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

NORTH VILLAGE SUBDIVISION DIVISION No. 5

2 OF 2 SHEETS

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the North Village Division 6 final plat.

North Village Division 6 Final Plat

Staff Recommendation

- Staff recommends approval of the final plat based on the following staff report.

Compliance

- This application is in compliance with City Ordinance 10-14 R-1 Residence Zone, 10-37-2A Residential District Uses, and 10-29-8 Final Plat Requirements.

Criteria for Decision

- Title 10, Chapter 29, Section 8 – Requirements of the Final Plat
- Title 10, Chapter 14 – R-1 Residence Zone
- Title 10, Chapter 37, Section 2 (A) – Residential District Uses

Summary of Analysis

1. The Commission recommended approval of the preliminary plat on October 19, 2022
2. The North Village Preliminary Plat was approved by the City Council on November 3, 2022
3. Division 6 is the final division of the North Village Subdivision.
4. The proposed division only has R-1 single family lots. No R-2 townhome lots are included.
5. Staff has requested that the development stub a public street (Absolution Road) to the east for future connection. The property to the east is an unplatted county property that is shown on the Future Land Use Map as Low Density Residential.
6. This division will connect Hazen Drive into the Olsen Park Subdivision to the north.
7. Block 11 Lot 5 and Block 1 Lot 96 are non-buildable canal lots

Development Contributions:

- Water Rights – Development will use pressurized irrigation
- Road Construction – The North Village Subdivision will improve the project's frontage on 49th South, contribute proportionate share for 49th South/25th East westbound slip lane, contribute proportionate share for the widening of 25th East to 3 lanes north of 49th South, and contribute proportionate share for the installation of a traffic signal at 49th South/Ammon Road.
- Parks – shall pay the amount in the current City of Ammon Fee Resolution per residential unit for all lots within the division prior to issuance of a building permit
- Law Enforcement – shall pay the amount in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, per residential unit

Parcel Characteristics:

- General Location: north of East 49th South (Township Road), east of Streeter Avenue, south of Taylorview Lane, and west of 35th East (Ammon Road).

- Acres: 13.166 acres
- Zoning: R-1
- Division Density: 3.49 units per acre
- Average Lot Size: 11,678 Sq. Ft. (0.268 acres)
- Lots: 36 lots

Applicant's Request:

- Approval of North Village Division 6 Final Plat
- Presented by Curtis Johnson, Rockwell Homes and Blake Jolley, Connect Engineering

Planning and Zoning Commission

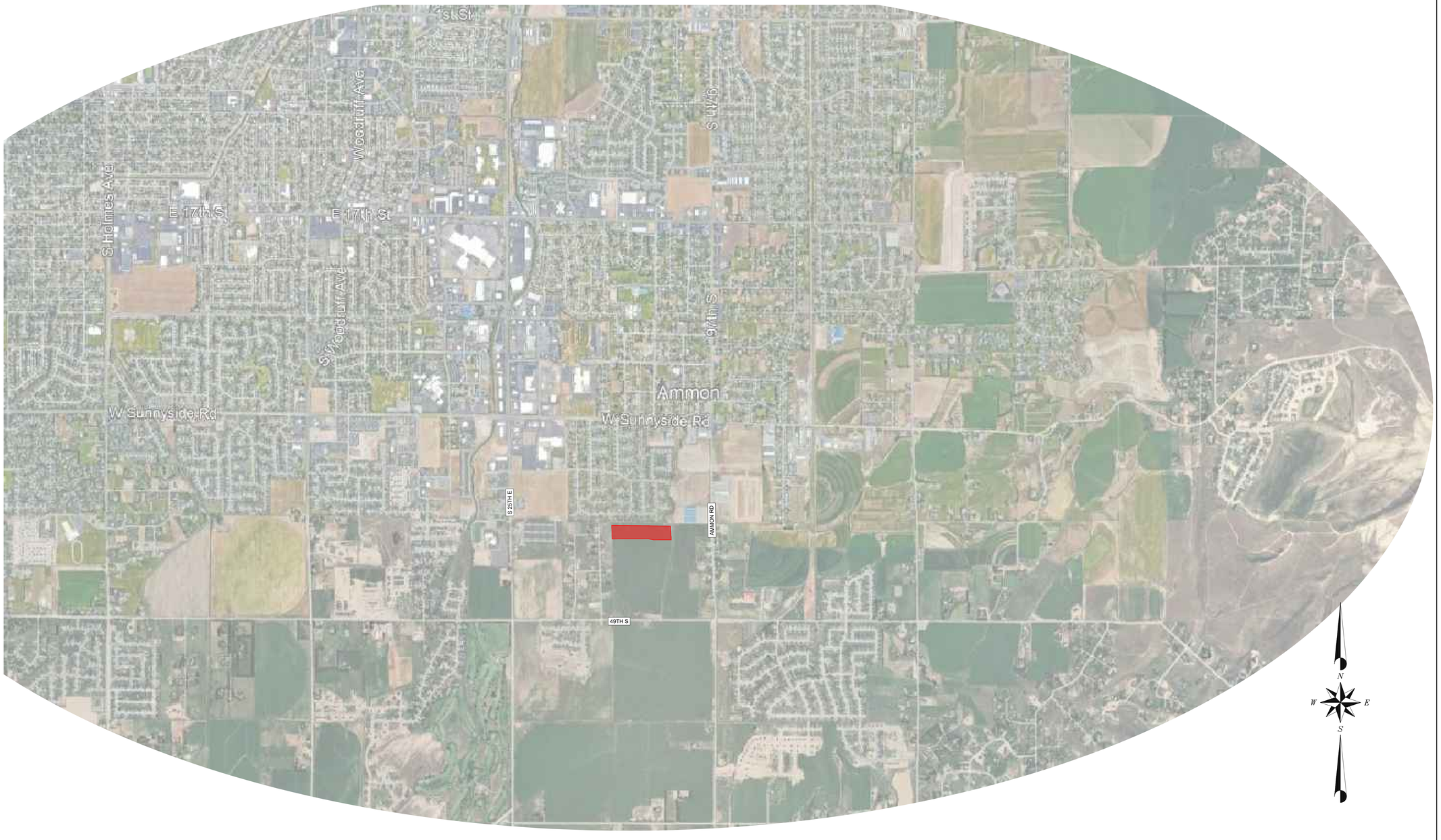
- The Commission reviewed the plat on October 7, 2026.
- The Commission recommended approval unanimously

Motion Based on Staff Recommendation

I move to approve the North Village Division 6 Final Plat finding it is in compliance with the Comprehensive Plan and City Ordinance, subject to technical review (state any requirements for approval, if applicable).

Attachments:

1. Vicinity Map
2. North Village Preliminary Plat (with the North Village Division 5 staff report)
3. North Village Division 6 Final Plat



VICINITY MAP

DRAWN BY	CHECK BY
MJW	TKP

REVISIONS	DATE

Know what's below. Call before you dig.

SHEET NAME: COVER

PROJECT: NORTH VILLAGE DIV. 6

LOCATION: IDAHO FALLS, ID

ENGINEERS STAMP

PROFESSIONAL ENGINEER LICENSED PRELIMINARY FOR REVIEW ONLY STATE OF IDAHO TRAVIS PAYNE

SHEET INFORMATION

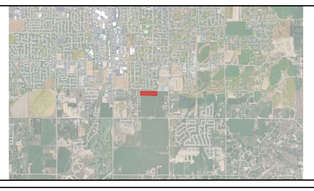
JOB NO: 2026-094

DATE: July 28, 2026

SHEET SIZE: 24" X 36" (ARCH D)

VERTICAL EXAGGERATION: N/A

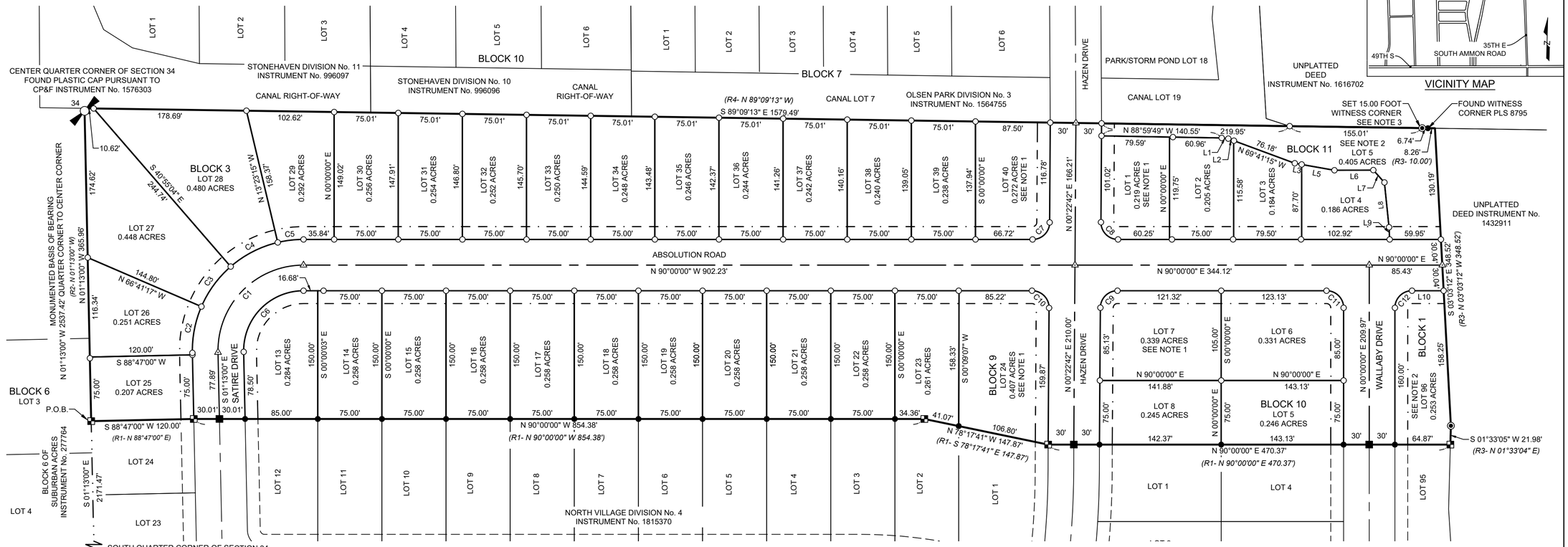
PROJECT CONTACT:
TRAVIS PAYNE
CONNECT ENGINEERING
208-881-0081



SHEET C-01 OF C-13

NORTH VILLAGE SUBDIVISION DIVISION No. 6

A SUBDIVISION OF THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	159.20'	100.00'	91°13'00"	S 44°23'30" W	142.91'
C2	55.66'	130.01'	24°31'43"	S 11°02'54" W	55.23'
C3	58.47'	130.03'	25°45'45"	S 36°11'52" W	57.98'
C4	62.46'	130.00'	27°31'48"	N 62°50'51" E	61.86'
C5	30.38'	130.00'	13°23'15"	S 83°18'22" W	30.31'
C6	111.45'	70.05'	91°09'35"	S 44°22'48" W	100.06'
C7	31.28'	20.00'	89°37'18"	N 45°11'21" E	28.19'
C8	31.55'	20.00'	90°22'42"	S 44°48'39" E	28.38'
C9	31.28'	20.00'	89°37'18"	S 45°11'21" W	28.19'
C10	31.55'	20.00'	90°22'42"	N 44°48'39" W	28.38'
C11	31.42'	20.00'	90°00'00"	N 45°00'00" W	28.28'
C12	31.42'	20.00'	90°00'00"	N 45°00'00" E	28.28'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 84°17'04" W	7.79'
L2	N 69°41'15" W	6.71'
L3	N 79°54'20" W	8.18'
L5	N 79°54'20" W	38.92'
L6	S 89°42'00" W	45.45'
L7	N 41°59'36" W	19.48'
L8	N 05°51'28" W	52.66'
L9	N 02°58'30" W	14.28'
L10	N 90°00'00" E	37.03'

SUBDIVISION DATA

R-1: BLOCKS 1, 3, 9, 10, 11
TOTAL ACREAGE: 13.166 ACRES
TOTAL SINGLE FAMILY ACREAGE: 9.652 ACRES

TOTAL LOTS: 38 LOTS
TOTAL SINGLE FAMILY LOTS: 36 LOTS
TOTAL PUBLIC RIGHT-OF-WAY: 2.856 ACRES

SMALLEST SINGLE FAMILY LOT SIZE: 0.184 ACRES (8,015 SQ. FT.)
LARGEST SINGLE FAMILY LOT SIZE: 0.480 ACRES (20,909 SQ. FT.)
AVERAGE SINGLE FAMILY LOT SIZE: 0.268 ACRES (11,678 SQ. FT.)

GROSS SINGLE FAMILY LOT DENSITY (LOTS/ACRES): 2.734 LOTS PER ACRE

NET SINGLE FAMILY LOT DENSITY (LOTS/ACRES W/O R.O.W.): 3.492 LOTS PER ACRE

REFERENCES:

1) SUBURBAN ACRES INSTRUMENT No. 277764
2) RECORD OF SURVEY INSTRUMENT No. 1194659
3) RECORD OF SURVEY INSTRUMENT No. 1303652
4) DEED INSTRUMENT No. 1761064
5) DEED INSTRUMENT No. 1616702
6) NORTH VILLAGE DIVISION No. 3 INSTRUMENT No. 1797309
7) NORTH VILLAGE DIVISION No. 4 INSTRUMENT No. 1815370
8) STONEHAVEN DIVISION No. 10 INSTRUMENT No. 996096
9) STONEHAVEN DIVISION No. 11 INSTRUMENT No. 996097
10) OLSEN PARK DIVISION No. 3 INSTRUMENT No. 1564755

NOTES

1. CORNER LOTS ON ABSOLUTION AND HAZEN DRIVE SPECIFICALLY LOT 24 BLOCK 9, LOT 40 BLOCK 3, LOT 7 BLOCK 10 AND LOT 1 BLOCK 11 WILL ONLY HAVE ACCESS TO ABSOLUTION ROAD. NO ACCESS FROM THESE LOTS WILL BE ALLOWED ON HAZEN DRIVE.
2. LOT 96 BLOCK 1 AND LOT 5 BLOCK 11 ARE A NON-BUILDABLE CANAL LOT.
3. SET WITNESS CORNER ON LINE, CALCULATED CORNER POSITION FALLS WITHIN CANAL.

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.

0 40 80 160
(IN FEET)
1 inch = 80 ft.

LEGEND

C	PLSS SECTION CONTROL (AS NOTED)
■	FOUND 5/8" REBAR WITH ALUMINUM CAP STAMPED PLS 18405 (UNLESS OTHERWISE NOTED)
●	FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405 (UNLESS OTHERWISE NOTED)
▪	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
◆	FOUND 1/2" REBAR AS NOTED REPLACED WITH 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
△	SET 5/8" REBAR WITH ALUMINUM CAP STAMPED PLS 18405
◉	SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
○	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
———	SUBDIVISION BOUNDARY
———	LOT LINE
——— — ———	CENTER LINE
——— — ———	EXISTING CENTERLINE
— — · — — · —	15' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED)
———	ADJOINING BOUNDARY LINE
— · · ——— · · —	SECTION LINE
— — — — — —	EXISTING EASEMENT LINE
(R1-)	RECORD INFORMATION FROM NORTH VILLAGE DIV. No. 4 INSTRUMENT No. 1815370
(R2-)	RECORD INFORMATION FROM SUBURBAN ACRES INSTRUMENT No. 277764
(R3-)	RECORD INFORMATION FROM RECORD OF SURVEY INSTRUMENT No. 1303652
(R4-)	RECORD INFORMATION FROM OLSEN PARK DIVISION No. 3 INSTRUMENT No. 1564755
(R5-)	RECORD INFORMATION FROM STONEHAVEN DIVISION No. 10 INSTRUMENT No. 996096
(R6-)	RECORD INFORMATION FROM STONEHAVEN DIVISION No. 11 INSTRUMENT No. 996097
(R7-)	RECORD INFORMATION FROM DEED INSTRUMENT No. 1616702

PRELIMINARY
PROFESSIONAL LAND SURVEYOR LICENSED
CARDON T. PAYNE
STATE OF IDAHO
18405

AMMON, ID	
DRAWN BY: MJA	REVIEWED BY: CTP
JOB NO: 26-094	DATE: September 30, 2026

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

NORTH VILLAGE SUBDIVISION DIVISION No. 6

1 OF 2 SHEETS

NORTH VILLAGE SUBDIVISION DIVISION No. 6

A SUBDIVISION OF THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS NORTH VILLAGE SUBDIVISION DIVISION No. 6.

BE IT FURTHER KNOWN THAT THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC ALL RIGHTS-OF-WAY SHOWN HEREON, THAT OWNER ALSO GRANTS AND CONVEYS TO THE PUBLIC ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON AND THAT WE HEREBY WARRANT AND SHALL DEFEND THE ESTATE SUBJECT TO SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC AGAINST SAID OWNER AND ITS SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, THE OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 20___.

ROCKWELL HOMES INC

_____
CURTIS JOHNSON, VICE PRESIDENT

DRINKING WATER 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 AMMON MUNICIPAL WATER SYSTEM AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS.

IN WITNESS WHEREOF, THE OWNER HAS HEREUNTO SET ITS SIGNATURES THIS _____ DAY OF _____, 2026.

_____
ROCKWELL HOMES INC
BY: CURTIS JOHNSON, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CURTIS JOHNSON, KNOWN OR IDENTIFIED TO ME, TO BE THE VICE PRESIDENT OF ROCKWELL HOMES INC, AN IDAHO CORPORATION, AND THE PERSON WHO SUBSCRIBED SAID CORPORATIONS NAME TO THE FOREGOING OWNER'S DEDICATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID CORPORATIONS NAME AS A PERSON AUTHORIZED TO BIND SUCH 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:_____

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF AMMON, ADOPTED THIS _____ DAY OF _____, 20___.

_____ _____
BRIAN POWELL, MAYOR JOANNA DAHM, CITY CLERK

_____
CITY ENGINEER

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34 OF TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN (FROM WHICH THE CENTER QUARTER CORNER BEARS N 01°13'00" W 2537.42 FEET) THENCE N 01°13'00" W 2171.47 FEET ALONG THE LONGITUDINAL CENTERLINE OF SAID SECTION 34 TO A POINT ON THE NORTHWEST BOUNDARY OF NORTH VILLAGE DIVISION No. 4 FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 1815370, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE N 01°13'00" W 365.96 FEET ALONG THE SAID LONGITUDINAL CENTERLINE OF SECTION 34; TO THE CENTER OF SECTION 34 PURSUANT TO CP&F INSTRUMENT No. 1576303;

THENCE S 89°09'13" E 1579.49 FEET ALONG THE SOUTH BOUNDARY OF STONEHAVEN DIV. No. 11 INSTRUMENT No. 996097, STONEHAVEN DIVISION No. 10 INSTRUMENT No. 996096, OLSEN PARK DIVISION No. 3 INSTRUMENT No. 1564755, AND DEED INSTRUMENT No. 1616702; TO THE NORTHWEST CORNER OF DEED INSTRUMENT No. 1432911;

THENCE S 03°03'12" E 348.52 FEET ALONG THE WEST BOUNDARY OF SAID DEED TO A POINT ON SAID WEST BOUNDARY OF SAID DEED;

THENCE S 01°33'05" W 21.98 FEET ALONG THE SAID WEST BOUNDARY OF SAID DEED TO A POINT ON THE NORTHEAST CORNER OF SAID NORTH VILLAGE DIVISION No. 4;

THENCE ALONG THE NORTH BOUNDARY OF LANDS DESCRIBED IN NORTH VILLAGE DIVISION No. 4 INSTRUMENT No. 1815370 FOR THE FOLLOWING FOUR (4) COURSES;

1) N 90°00'00" W 470.37 FEET
2) N 78°17'41" W 147.87 FEET
3) N 90°00'00" W 854.38 FEET
4) S 88°47'00" W 120.00 FEET TO THE NORTHWEST CORNER OF SAID NORTH VILLAGE DIVISION No. 4 ALSO BEING THE **POINT OF BEGINNING**

DESCRIPTION CONTAINS 13.166 ACRES MORE OR LESS

COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

_____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL, PLS 12223 DATE

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF NORTH VILLAGE SUBDIVISION DIVISION No. 6, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____
BONNEVILLE COUNTY RECORDER DATE

EASTERN IDAHO REGIONAL SEWER DISTRICT

PURSUANT TO IDAHO CODE 42-3201 ET SEQ, THE EASTERN IDAHO REGIONAL SEWER DISTRICT (EIRSD) DOES HEREBY ACKNOWLEDGE THAT THE LAND IN THIS PLAT IS WITHIN THE EIRSD BOUNDARIES, ALL CURRENTLY REQUIRED FEES HAVE BEEN PAID, AND THAT EIRSD WILL PROVIDE SERVICE, BASED UPON AVAILABLE CAPACITY AT THE TIME OF CONSTRUCTION, TO THE LANDS DESCRIBED HEREIN.

EASTERN IDAHO REGIONAL SEWER DISTRICT

_____
BY DATE

FLOOD PLAIN DESIGNATION

ZONE X AS SHOWN ON PANEL 235 OF 600 FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 16002702350, MAP REVISED TO REFLECT LOMR EFFECTIVE DATE FEBRUARY 1, 2023.

IRRIGATION WATER RIGHTS STATEMENT

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED IN THIS PLAT ARE WITHIN THE PROGRESSIVE IRRIGATION DISTRICT AND THAT A SUITABLE SYSTEM FOR SUCH LOTS OR PROPERTY SHALL BE INSTALLED FOR DELIVERY OF SURFACE WATER FOR IRRIGATION PURPOSES. THE SYSTEM INSTALLED SHALL BE APPROVED BY THE CITY OF AMMON, IDAHO IN COMPLIANCE WITH I.C. §31-3805 AND CITY CODE TITLE 8 CHAPTER 10. A WATER USE AND ASSESSMENT AGREEMENT BETWEEN THE CITY OF AMMON, PROGRESSIVE IRRIGATION DISTRICT, AND THE DEVELOPER HAS BEEN SIGNED AND RECORDED.

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

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 HAVE BEEN CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH THE 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 DEPARTMENT

_____
ENVIRONMENTAL HEALTH SPECIALIST DATE

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 NORTH VILLAGE DIVISION No. 6, 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

PRELIMINARY

SURVEY NARRATIVE:

THIS SURVEY WAS MADE AT THE REQUEST OF ROCKWELL HOMES INC WITH THE INTENTIONS OF DIVIDING THE PROPERTY INTO LOTS, BLOCKS AND STREETS.

THE WEST BOUNDARY WAS DETERMINED BY THE LONGITUDINAL CENTERLINE OF SAID SECTION 34. THE NORTH WAS DETERMINED BY FOUND MONUMENTS SET AS PART OF STONEHAVEN DIVISIONS No. 10 AND 11 INSTRUMENT No. 996096 AND 996097 AS WELL AS OLSEN PARK DIVISION No. 3 INSTRUMENT No. 1564755 AND DEED INSTRUMENT No. 1616702. THE EAST BOUNDARY WAS DETERMINED FROM RECOVERED MONUMENTS AND RECORD INFORMATION FROM RECORD OF SURVEY FILED AS INSTRUMENT No. 1303652 AND DEED FILED AS INSTRUMENT No. 1761064. THE SOUTH BOUNDARY WAS DETERMINED FROM RECORD INFORMATION AND FOUND MONUMENTS SET AS PART OF NORTH VILLAGE DIVISION No. 4 FILED INSTRUMENT No. 1815370.

AMMON, ID	
DRAWN BY: MJA	REVIEWED BY: CTP
JOB NO: 26-094	DATE: September 30, 2026

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

NORTH VILLAGE SUBDIVISION DIVISION No. 6

2 OF 2 SHEETS

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the North Village Division 5 and Division 6 Standard Development Agreement.

North Village Division 5 & 6 Standard Development Agreement

Staff Recommendation

- Staff recommends approval of the standard development agreement.

Compliance

- This application is in compliance with City Ordinance Title 10 Chapter 40.

Criteria for Decision

- Title 10, Chapter 40 – Development Agreements

Summary of Analysis

1. The Commission recommended approval of the preliminary plat on October 19, 2022
2. The North Village Preliminary Plat was approved by the City Council on November 3, 2022
3. Divisions 5 and 6 will be the final divisions of the North Village Subdivision.
4. Division 6 will connect Hazen Drive into the Olsen Park Subdivision to the north.
5. Special Conditions:
    - SC-1: Developer shall pay to the City of Ammon the amount of $789.61 per lot for the incurred cost of the construction of Well 13, storage tank, and surrounding property.
    - SC-2: Developer shall complete or contribute to all improvements required based on the studies provided, in compliance with City Code 11-1-6 L.
        i. Traffic Study: 49th South/25th East Westbound Slip Lane – Completed, paid their proportionate share of $4,258, as required, in the North Village Division 1 Development Agreement.
        ii. 25th East Widen to 3 lanes north of 49th South – shall provide proof of payment of their proportionate share, $3,480.88 to the City of Idaho Falls prior to first building permit, as required, in the North Village Division 1 Development Agreement.
        iii. 49th South/Ammon Road install traffic signal – Completed, Developer shall pay their proportionate share of 7.2% of construction costs prior to first building permit for the lots adjacent to Taylorview Lane or Olsen Park but no later than January 1, 2032 as required in the North Village Division 2 Standard Development Agreement, a portion of this cost may include design plans for the signal at the intersection of 49th South and Ammon Road.
        iv. Water Study: Completed paid $392,000 for groundwater rights, and will pay $789.61 per lot with building permit
        v. Wastewater Study: Completed with annexation into the Eastern Idaho Regional Sewer District (EIRSD) and payment of ERU's to EIRSD per division

vi. Floodplain Study: Completed, new FEMA map of the area effective February 1, 2023
vii. Level 1 Environmental Study: Completed, showed no presence of environmental waste
viii. Fiscal Impact Analysis: Completed, will show positive returns to the General Fund after initial developed year.

- SC-3: Improvements to 49th South – Completed, Developer shall remove asphalt from the east entrance to the west side of the County property on the north side of 49th South and shall improve the 49th South frontage from the east entrance to the adjacent County property to the west using the approved cross section for three (3) lanes from centerline to the north prior to November 1, 2026. City shall pay half of the approved costs involved in the construction project. These improvements shall include but are not limited to curb, gutter, and sidewalk, and shall be constructed according to City of Ammon adopted standards.
- SC-4: The Ammon North Village Development shall contain no more than eighty-five (85) townhomes.
- SC-5: Developer shall provide green space/park space equivalent to the amount of area shown in the preliminary plat for area north of 49th South.
- SC-6: Developer shall construct an eight (8) foot paved pathway through the Ammon North Village property to connect from 49th South to the Olsen Park subdivision prior to final Certificate of Occupancy for each division as the project moves north.
- SC-7: Developer shall maintain said pathway through completion. Once completed the City shall maintain the pathway.
- SC-8: Developer shall require all construction vehicles to obtain access from 49th South, not through current subdivisions.
- SC-9: Developer shall connect Hazen Road between North Village and Olsen Park prior to first building permit of Division 6.

Development Contributions:

- Water Rights – Development will use pressurized irrigation
- Road Construction – The North Village Subdivision will improve the project's frontage on 49th South, contribute proportionate share for 49th South/25th East westbound slip lane, contribute proportionate share for the widening of 25th East to 3 lanes north of 49th South, and contribute proportionate share for the installation of a traffic signal at 49th South/Ammon Road.
- Parks – shall pay the amount in the current City of Ammon Fee Resolution per residential unit for all lots within the division prior to issuance of a building permit
- Law Enforcement – shall pay the amount in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, per residential unit

Parcel Characteristics:

- General Location: north of East 49th South (Township Road), east of Streeter Avenue, south of Taylorview Lane, and west of 35th East (Ammon Road).
- Acres: 16.245 acres
- Zoning: R-1 and R-2
- Lots: 58 lots (36 R-1 lots and 22 R-2 lots)

Applicant's Request:

- Approval of North Village Division 5 & 6 Standard Development Agreement
- Presented by Curtis Johnson, Rockwell Homes and Blake Jolley, Connect Engineering

Motion Based on Staff Recommendation

I move to approve the North Village Division 5 and 6 Standard Development Agreement (state any requirements for approval, if applicable).

Attachments:

1. North Village Division 5 & 6 DRAFT Standard Development Agreement

STANDARD DEVELOPMENT AGREEMENT

(CITY OF AMMON/NORTH VILLAGE DIVISION 5 AND 6)

THIS AGREEMENT, made and entered into this 15th day of October, 2026, by and between the CITY OF AMMON, a municipal corporation, of the County of Bonneville, State of Idaho, Party of the First Part, hereinafter called the "City," and Rockwell Homes, Inc., an Idaho Corporation, Party of the Second Part, hereinafter called the "Developer."

RECITALS:

WHEREAS, the Developer is the sole owner, in law and/or equity, of a certain tract of land in Bonneville County, Idaho, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer, as sole owner of said land, has made request to the City of Ammon to have the same accepted as a subdivision to said City and has submitted to the City a plat thereof which has been approved by the Planning and Zoning Commission and the City Engineer of the City, and

WHEREAS, the tract of land described in Exhibit A is located within the City of Ammon; and

WHEREAS, on June 15, 2022, the North Village preliminary plat was approved by the Planning and Zoning Commission; and

WHEREAS, on November 3, 2022, the North Village preliminary plat was approved by the City Council; and

WHEREAS, on September 3, 2026, the North Village Division 5 final plat was approved by the Planning and Zoning Commission; and

WHEREAS, on October 15, 2026, the North Village Division 5 final plat was approved by the City Council; and

WHEREAS, the City Engineer has recommended to the City Council of the City that such subdivision be accepted subject to certain requirements and obligations on the part of the Developer;

WHEREAS, on October 15, 2026, the Mayor and City of Council of the City of Ammon, Idaho, considered the North Village Division 5 Standard Development Agreement for approval; and;

WHEREAS, the City Council has agreed to accept platting of said lands subject to the following terms and conditions:

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

2. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective as of the date approved by the City Council.

3. **TERM OF AGREEMENT.** All rights related to this agreement, including all Developer's rights herein, shall expire if no building permit has been issued within five (5) years of the Effective Date.

4. **DEVELOPER.** The term "Developer" and the language of this agreement, whether it is more than one developer, shall be construed as plural, and if there are any parties that are feminine or are firms or corporations, the masculine shall include the feminine and the neuter. All terms and conditions of this agreement shall run with the land.

5. **INCORPORATION OF RELATED AGREEMENTS, APPROVALS, PLANS, PERMITS AND OTHER DOCUMENTS.**

   5.1. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full.

      5.1.1. Second Amended Annexation Agreement approved by the Ammon City Council on: July 21, 2022. If no building permits are pulled within 5 years from this date all Special Conditions within the agreement may be renegotiated.
      5.1.2. Preliminary Plat approved by the Ammon City Council on November 3, 2022.
      5.1.3. Planning and Zoning Commission recommended approval of the Ammon North Village Division 5 Final Plat on September 3, 2026.
      5.1.4. Ammon North Village Division 5 Final Plat approved by the Ammon City Council on October 15, 2026.
      5.1.5. Improvement Drawings approved by the City Engineer on _____.

   5.2. Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement.

5.3. In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern.

5.4. Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of this Agreement. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

5.4.1. Plan review fees and inspection fees;

5.4.2. Amendments to building, plumbing, fire and other construction codes;

5.4.3. City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

6. **GENERAL REQUIREMENTS OF DEVELOPMENT.** That Developer, jointly and severally, for himself, his heirs, representatives, itself, their successors and assigns, does hereby covenant, agree, and represent as follows:

6.1. That Developer will, before any construction is commenced, file or cause to be filed with the City Engineer a complete set of street, sewer, water, and drainage improvement plans for each proposed plat. Said improvement plans shall also show the proposed location of other utilities, i.e., telephone, gas, electricity, and irrigation facilities, and such others as may affect or be affected by the subdivision development on such property. Such plans and utility improvements shown thereon shall meet the approval of the City Engineer and shall be incorporated herein and made a part hereof by reference. The Developer shall construct and install all such improvements in accordance with the current Edition of the Idaho Standards for Public Works Construction adopted by the City of Ammon including compliance with all other City codes and ordinances including the City of Ammon standards as adopted. Acceptance of improvements to be determined by the City of Ammon only after completed inspections and certification provided by Developer from a licensed, professional engineer certifying that said subdivision construction has been completed in compliance with the published standards. The Developer shall make a formal request in writing to the City of Ammon City Engineer for final acceptance of all said improvements.

6.2. That Developer, shall, at their own expense, construct and install all sanitary sewers, storm drains, pumping stations, water lines and appurtenances, fire hydrants, curbs and gutters, sidewalks, landscaping, off-street parking, cross drains, streets, street surfacing, street and regulatory signs, parks, recreation amenities, open spaces, and/or other needed street or utility improvements as shown on the improvement plans. The Developer shall have the option to create a "dark sky" community, conforming with the International Dark Sky Guidelines. The Developer will phase the construction of roads and utilities as shown on the development drawings. Acceptance by the City, will be given for each improvement, upon the City Engineer finding the improvement meet standards, can be maintained by the City of Ammon, and will provide public benefits to the Ammon community.

6.3. That Developer, its successors or assigns will, at their own expense, construct and install all storm drainage systems and storm drain retention pond(s) as shown on the improvement plans. Retention ponds shall be sprinkled and landscaped following the standards for sprinklers and landscaping of retention ponds in the City of Ammon. Acceptance of the area as a retention area will occur only after completion and acceptance of drainage infrastructure, landscaping, sprinkling, and any public amenities necessary for the retention pond consistent with any improvement drawings and which benefit the neighboring property and the City of Ammon. Additional improvements shall be required by the City on a case-by-case basis to ensure that the retention areas are a public benefit to the Ammon community. Additional improvements may include playground equipment, park amenities, walking paths, park structures, recreation amenities, or other improvements that enhance the public open space and provide benefit to the development and the Ammon community. Satisfactory acceptance by the City of any above-grade improvements to retention areas shall be determined by the City Administrator. The Developer shall maintain ownership and maintenance of all retention ponds, sprinklers, and open areas. Storm drainage systems shall be conveyed to the City of Ammon.

6.4. That Developer shall require all contractors involved in constructing the subdivision improvements to furnish a minimum two (2) year warranty on all materials and workmanship involved. Additional warranty periods may be required in writing by the City on certain materials and products. Said period of warranty shall run from written acceptance given by City

6.5. That Developer shall comply with all City requirements in effect at the time construction is commenced on each said lot. That the Developer shall sell no lots at less than the size required in the zoning for such property. Lot lines may be changed by owners, but no additional building sites may be created without first amending the plat of record. All building and zoning codes must be complied with in the event of any change.

6.6. That Developer will obtain easements, design and construct the sanitary sewer lines as shown in the improvement drawings within the development. An 8” diameter sewer line is the general city standard. However, size of sewer line for the subject property will have to be individually established based upon the topography of the development and engineering standards, as approved by the City Engineer. Should City elect to have installed sewer line in excess of the size needed for this subject development, to accommodate development beyond the subject development, the City may agree to reimburse the Developer only for the material upsizing cost. Developer shall provide the City Engineer with clearly itemized costs of the materials as provided by the pipe supplier. City shall approve the oversized sewer line in writing in advance of said project going forward. Reimbursement shall occur upon written acceptance by the City Engineer of said lines. All sanitary sewer design and installation shall comply with the Idaho Standards for Public Works Construction (ISPWC) or other standards as adopted by the City at the time of construction. The property described herein will be serviced by the City of Ammon sewer system, unless specifically agreed to by both developer and the City of Ammon.

6.7. That Developer will obtain easements, design and construct the water line as shown in the improvement drawings within the Development. An 8" diameter water line is the general city standard. However, size of water line for the subject property will have to be individually established based upon the topography of the development and engineering standards, as approved by the City Engineer. Should the City elect to have installed water line in excess of the size needed for this subject development to accommodate development beyond the subject development, the City may agree to reimburse the Developer only for the material upsizing cost. Developer shall provide the City Engineer with clearly itemized costs of the materials as provided by the pipe supplier. City shall approve the oversized water line in writing in advance of said project going forward. Reimbursement shall occur upon written acceptance by the City Engineer of said lines. That the Developer shall be responsible for extending City water lines to said development through adjacent property if water is required prior to adjacent developers extending water lines to Developer's property. The property described herein will be serviced by the City of Ammon water system, unless specifically agreed to by both Developer and the City of Ammon.

6.8. Developer shall construct a temporary access for all construction related to the project and shall not use existing streets for accessing the development. If no temporary access can be constructed and Developer must use existing streets for access, Developer shall complete a pre-construction survey of the street conditions for all public streets and related infrastructure that provide access to the development prior to commencement of all construction. The street survey shall be completed by a Professional Engineer licensed in the State of Idaho assessing the existing conditions prior to commencement of any construction. At the conclusion of the project, a post-construction survey shall be completed by a Professional Engineer licensed in the State of Idaho assessing any damages caused by construction of the development. Developer shall mitigate and pay or otherwise reimburse City for all damages to the streets caused by construction of the development as directed by the City Engineer.

6.9. That Developer will reimburse the City for all costs associated with checking and approval of subdivision plats and improvement drawings.

6.10. That Developer shall prepare, execute, and record protective covenants that are not in variance with the zoning established by the City.

6.11. That Developer shall construct and install all such improvements in strict accordance with the filed and approved street (including adjacent arterial and collector roads), sewer, water, and drainage improvement plans and the City standard drawings and construction specifications current and in effect at the time the construction of said improvements is accomplished, or as otherwise agreed between the Developer and the City if the standards and specifications are more restrictive and onerous at the time of construction than at the time of the execution of this document.

6.12. That Developer shall pay or reimburse City for its reasonable share of all street improvements adjacent to the development, including water mains and lines, sewer lines, street paving, bridges, and other improvements such as but not limited to curb,

gutter, sidewalks, and street lights, and does covenant that the City shall not have any maintenance responsibilities for the same until expiration of the two (2) year warranty period as provided for in the paragraph above, provided such improvements are constructed by Developer.

6.13. That Developer shall provide the City Engineer with at least fifteen (15) days advance written notification of when and of what portion or portions of said street or utility improvements he intends to complete at that time. Developer agrees to make such modifications and/or construct any temporary facilities necessitated by such phase construction work as shall be required and approved by the City Engineer.

6.14. That Developer shall immediately upon the completion of any such constructed portion, portions, or the entirety of said development, notify the City Engineer and request his inspection and written acceptance of such completed utility or street construction.

6.15. That Developer hereby agrees that, upon a finding based upon the sole discretion of the City Council, duly entered in the official minutes of the proceedings of the City Council, that a portion or portions or the entirety of said utility or street improvements described in item 6.1. above, need to be completed, in the interest of the health, welfare, and/or safety of the inhabitants of the City, the Developer will within thirty days or such other reasonable time as defined by the City, construct said needed utility or street improvement. If Developer does not construct within said time after written notification of by the Council, the Developer will pay to the City the cost of such construction as the City shall order after conference with the Developer. Provided, however, the City Council shall not make the findings set forth in this paragraph except at a regular or special meeting of the Council and unless the Developer has been notified in writing of the time and place of such meeting of the City Council at least ten (10) days prior thereto and has been given an opportunity to be present in person or by counsel and to be heard on the merits of the proposed finding. At or before such hearing, the City Engineer shall furnish the Developer a cost estimate for completing said improvement. In the event the City elects to construct the utilities or street improvements as provided for in this Development Agreement and in the site plan, this Development Agreement shall, upon recording this Development Agreement, constitute a lien against all property in said Development other than those portions for which an occupancy permit has been issued.

6.16. That Developer further agrees that upon his having received written notification from the City Engineer that any of the requirements herein specified have not been complied with, the City shall have the right to withhold the issuance of any certificates of occupancy and the issuance of building permits within such annexed area until such time as all requirements specified herein have been complied with; provided, however, that the Developer shall have the right to appear before the City Council at any regular meeting after any Certificate of Occupancy shall have been denied and shall have the right to be heard as to why such certificate or certificates should be issued. The Council shall then decide whether such certificate or certificates shall be issued and its decision shall be final, except that the rights of parties are preserved at law and equity.

6.17. That Developer agrees and covenants that prior to any construction or any improvements upon any of the area herein agreed, there shall be a preliminary plat approved by the Planning and Zoning Commission and approved by the City Council and the City Engineer, as to any areas where improvements are to be commenced.

6.18. That Developer shall dedicate to the City that portion of the proposed property shown on the plats as public streets, easements, and public ways. Any property dedicated to the City for future expansion of a public street shall be landscaped in accordance with City standards and maintained by the Developer, until such time the property is sold. Then said property shall be maintained by the adjoining landowner, or their assigns until such time the roadway is constructed.

6.19. That Developer shall reimburse City for all past and future costs of publications relative to this development until the development is completed in full. Said costs shall include but are not limited to publication costs for notices of public hearings for development agreement and zoning changes, ordinance publication costs for development and public hearings, etc.

6.20. In accordance with Idaho Code 67-6537, surface water is required as the primary water source for irrigation. Developer shall construct said pressurized irrigation system consistent with pressurized irrigation system standards and based on approval by the City Engineer. Developer shall construct a pressurized irrigation system to service all lots, parcels, and common areas within the subdivision. Developer shall receive approval of the pressurized irrigation system design prior to installing any components of the system. Pressurized Irrigation system shall become property of the City of Ammon, provided the following criteria are met: 1) Construction of the system is complete; 2) Developer has shown the system is fully operational for one (1) full operational season; and 3) Developer has shown the system is capable of providing the primary water source for irrigation to all lots and parcels within the subdivision. Developer shall be responsible for all defects and deficiencies in the pressurized irrigation system for two (2) years from the date it is turned over to the City of Ammon. A guarantee of completion in accordance with City Code 10-29-17 shall be provided prior to issuance of building permits within the subdivision. Upon transfer of the system to the City of Ammon, the City shall be responsible for all operations and maintenance of the pressurized irrigation system. If surface water is not deemed reasonably available minimum compensatory groundwater rights, deemed acceptable by the City of Ammon, may be purchased and transferred to the City of Ammon in accordance with City Code 8-10.

6.21. That Developer agrees no well to provide culinary, irrigation or water for any other use without the written permission by the City Engineer, shall be drilled upon said property after the recording date of this development agreement. Further that any ground water rights including any existing well, lines or other infrastructure on the property shall be dedicated or transferred to the City of Ammon.

6.22. That prior to the approval of a final plat in said subdivision, Developer shall construct and install all Public improvements as required by the approved

improvement drawings for said subdivision. Public improvements shall include but not be limited to: roads, phone, electric, public water, public sewer, fire protection, cable, fiber ducts, fiber vaults, lighting and required landscaping, curb, gutter, sidewalks and drainage systems.

6.23. That Developer shall be required to construct and install all Public improvements as required by the approved improvement drawings for each subdivision or division thereof prior to the issuance of any building permit for said subdivision or produce a guarantee of completion in compliance with City Code 10-29-17. This guarantee of completion shall be provided in lieu of completing all infrastructure improvements prior to issuance of building permits within a subdivision as required in the City of Ammon.

6.24. That when arterial roadway or infrastructure is required as part of a preliminary plat on property located within this agreement; the Developer shall install street lights as required by the City Engineer on the improvement drawings for the development. Those lights shall meet the most current standards for arterial street lighting as adopted by the City of Ammon or the equivalent as offered by Rocky Mountain Power.

6.25. That Developer shall pay any front footage fees applicable to said property.

6.26. That Developer shall request that the City form a lighting district upon recording of a final plat related to this agreement. Said district shall include all public street/security lighting related to the property within the boundaries of this agreement. Developer agrees to pay for or reimburse City for all costs associated with the formation of said lighting district.

6.27. That Developer shall conduct and provide a traffic study in accordance with the current BMPO Access Management Plan Section 6.3. The traffic study shall be prepared and stamped by a Professional Engineer (PE) licensed in the State of Idaho which has expertise in traffic studies. See Exhibit B at the end of this document. The developer shall pay for all traffic improvements recommended by the traffic study that are necessary to address public health, safety and welfare. Prior to issuance of any Certificate of Occupancy for the Development, all traffic improvements recommended by the traffic study shall be complete and approved by the City Engineer.

6.28. That Developer shall provide required street markings and signage to match city standards and BMPO Connecting Our Communities directives to include such markings and signage as required by the City Engineer.

6.29. That Developer shall petition the Eastern Idaho Regional Sewer District (EIRSD) for approval to service the wastewater requirements of the subdivision. That Developer agrees to pay the EIRSD fee as constituted by EIRSD prior to the time of the building permit application. Developer shall provide proof of payment to the City. Developer acknowledges that the City of Ammon cannot guarantee sewer capacity will be sufficient for the development and cannot award capacity on behalf of EIRSD. Developer acknowledges that EIRSD provides wastewater treatment for this development and that the City of Ammon provides no representation to the

Developer, by the signing of this agreement or otherwise, as to the availability of wastewater treatment. City shall not issue building permits until EIRSD provides written verification that the development can be served for wastewater treatment. All other requirements necessary for the issuance of building permits, as required by the city, must also be met.

6.30. Developer shall install fiber duct and handhold boxes as provided for by City standards for fiber installation at the time of construction. In addition, thereto, the City shall collect and the Developer/property owner shall pay, the amount set by the fee schedule as adopted by the City Council when the building permit is issued.

6.31. Developer and/or property owner shall designate on the required building site plan the location where fiber duct end will terminate. All installation of fiber duct and related infrastructure shall be installed pursuant to the standards adopted by the City of Ammon.

6.32. City shall, upon notification that the fiber duct has been installed, schedule installation of fiber and any other related equipment and infrastructure.

6.33. Developer shall pay the amount, as provided in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, per residential unit to be dedicated to parks and open space improvements within the general vicinity of the proposed development. All of the Parks Contribution Fees for Division 3 shall be paid prior to issuance of any building permit.

6.34. Developer shall pay the amount, as provided in the current City of Ammon Fee Resolution for the Law Enforcement Contribution Fee at the time of the issuance of the building permit, per residential unit to be dedicated to the law enforcement contract.

7. **SPECIAL CONDITIONS**. That this Standard Development Agreement shall be subject to the following special conditions. To the extent otherwise inconsistent, special conditions shall take the precedent over all other terms:

7.1. SC-1: Developer shall pay to the City of Ammon the amount of $789.61 per lot for the incurred cost of the construction of Well 13, storage tank, and surrounding property.

7.2. SC-2: Developer shall complete or contribute to all improvements required based on the studies provided, in compliance with City Code 11-1-6 L.

a. Traffic Study:

i. 49th South/25th East Westbound Slip Lane – *Completed*, paid their proportionate share of $4,258, as required, in the North Village Division 1 Development Agreement.

ii. 25th East Widen to 3 lanes north of 49th South – shall provide proof of payment of their proportionate share, $3,480.88 to the City of Idaho Falls prior to first building permit, as required, in the North Village Division 1 Development Agreement.

iii. 49th South/Ammon Road install traffic signal – *Completed*, Developer shall pay their proportionate share of 7.2% of construction costs prior to first building permit for the lots adjacent to Taylorview Lane or Olsen

Park but no later than January 1, 2032 as required in the North Village Division 2 Standard Development Agreement, a portion of this cost may include design plans for the signal at the intersection of 49th South and Ammon Road.

b. Water Study: *Completed* paid $392,000 for groundwater rights, and will pay $789.61 per lot with building permit
c. Wastewater Study: *Completed* with annexation into the Eastern Idaho Regional Sewer District (EIRSD) and payment of ERU's to EIRSD per division
d. Floodplain Study: *Completed*, new FEMA map of the area effective February 1, 2023
e. Level 1 Environmental Study: *Completed*, showed no presence of environmental waste
f. Fiscal Impact Analysis: *Completed*, will show positive returns to the General Fund after initial developed year.

7.3. SC-3: Improvements to 49th South – *Completed*, Developer shall remove asphalt from the east entrance to the west side of the County property on the north side of 49th South and shall improve the 49th South frontage from the east entrance to the adjacent County property to the west using the approved cross section for three (3) lanes from centerline to the north prior to November 1, 2026. City shall pay half of the approved costs involved in the construction project. These improvements shall include but are not limited to curb, gutter, and sidewalk, and shall be constructed according to City of Ammon adopted standards.

7.4. SC-4: The Ammon North Village Development shall contain no more than eighty-five (85) townhomes.

7.5. SC-5: Developer shall provide green space/park space equivalent to the amount of area shown in the preliminary plat for area north of 49th South.

7.6. SC-6: Developer shall construct an eight (8) foot paved pathway through the Ammon North Village property to connect from 49th South to the Olsen Park subdivision prior to final Certificate of Occupancy for each division as the project moves north.

7.7. SC-7: Developer shall maintain said pathway through completion. Once completed the City shall maintain the pathway.

7.8. SC-8: Developer shall require all construction vehicles to obtain access from 49th South, not through current subdivisions.

7.9. SC-9: Developer shall connect Hazen Road between North Village and Olsen Park prior to first building permit of Division 6.

8. MISCELLANEOUS PROVISIONS.

8.1. Covenant Running with the Land/Successors and Assigns. Unless this Agreement is modified by mutual written agreement of the Parties or terminated by City, this Agreement and all conditions, terms, duties and obligations included in this Agreement shall be binding upon Owner, each subsequent owner of the Property and every person or entity acquiring any interest in the Property. This Agreement shall constitute a covenant running with the land burdening the Property in favor of City and shall be binding upon Owner, its successors in interest, personal representatives, heirs, vendees and assigns.

8.2. Waiver. Any waiver of any of the terms or conditions of this Agreement by City or Owner must be in writing to be effective and shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner of applying to any subsequent breach of any such or other covenants and conditions.

8.3. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered if delivered by hand to the party to whose attention it is directed, or when sent, seven (7) days after deposit in the U.S. Mail, postage pre-paid, or upon the sending of a facsimile, followed by a copy sent by U.S. Mail as provided herein, addressed as follows:

City:
City of Ammon
c/o City Administrator
2135 South Ammon Road
Ammon, Idaho 83406
(208) 612-4051 Phone
(208) 612-4009 Fax

Owner:
Rockwell Homes, Inc.
3539 Briarcreek Lane
Ammon, ID 83406
(208) 542-9300

Or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

8.4. Attorney Fees. In the event either party to this Agreement is required to retain the services of an attorney to enforce its rights hereunder, the defaulting party shall pay to the non-defaulting party reasonable attorney fees and costs incurred as a result of such default whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.

8.5. Time is of the Essence. The parties hereto acknowledge and agree that time is hereby made expressly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

8.6. Requirement for Recordation. The City shall record this document, including all of the Exhibits, and submit proof of such recording to the Developer. This agreement must be signed within thirty (30) days of City approval. Failure to sign within thirty (30) days will result in this entire agreement being null and void.

8.7. No Precedent. Approval of the Standard Development Agreement shall not be considered a binding precedent for the issuance of other development agreements. The Standard Development Agreement is not transferable from one parcel of land to another.

8.8. Police Powers. Nothing contained herein is intended to limit the police powers of the City. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.

8.9. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.

8.10. Choice of Law. This Agreement shall be governed by the laws and decisions of the state of Idaho.

8.11. Certification of Compliance. Developer hereby certifies pursuant to Section 67-2346, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

Developer hereby certifies pursuant to Section 67-2359, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently wholly or partly owned or operated by the Government of China or any company that is owned or operated by the Government of China.

IN WITNESS WHEREOF, the City has by motion duly passed, executed this agreement by the signature of the Mayor, attested by the City Clerk, and the Developer has caused this agreement to be duly executed the day and the year first above written.

CITY OF AMMON, IDAHO

By:_____
Brian Powell, Mayor

ATTEST:

_____
Joanna Dahm, City Clerk

DEVELOPER

By: _____
Curtis Johnson, Rockwell Homes Inc.

STATE OF IDAHO
County of Bonneville

On this _____ day of _____, 2026 before me the undersigned, a Notary Public in and for said State, personally appeared Brian Powell, known or identified to me to me be the Mayor of Ammon, the municipal corporation that executed the attached Development Agreement and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF: I have set my hand and affixed my official seal the day and year first above written.

_____

Notary Public for the State of Idaho
Residing in Bonneville County, Idaho
Commission Expiration Date: _____

STATE OF IDAHO
County of Bonneville

On this _____ day of _____, 2026 before me the undersigned, a Notary Public in and for said State, personally appeared Curtis Johnson, known or identified to me to be the individual that executed the attached Development Agreement and acknowledged to me that such corporation executed the same.

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

_____

Notary Public for the State of Idaho
Residing in Bonneville County, Idaho
Commission Expiration Date:_____

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDAIN
COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34 OF TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN (FROM WHICH THE CENTER QUARTER CORNER BEARS N 01°13'00" W 2537.42') THENCE N 01°13'00" W 1830.08' ALONG THE LONGITUDINAL CENTERLINE OF SAID SECTION 34 TO THE NORTHWEST CORNER OF NORTH VILLAGE DIVISION No. 3 FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 1797309 POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE N 01°13'00" W 341.39' ALONG THE SAID LONGITUDINAL CENTERLINE OF SECTION 34;
THENCE N 88°47'00" E 120.00';
THENCE N 90°00'00" E 854.38';
THENCE S 78°17'41" E 147.87';
THENCE N 90°00'00" E 470.37' TO THE EAST BOUNDARY LINE OF LANDS DESCRIBED IN DEED INSTRUMENT No. 1761064;
THENCE ALONG THE EAST BOUNDARY LINE OF LANDS DESCRIBED IN DEED INSTRUMENT No. 1761064 FOR THE FOLLOWING SIX (6) COURSES;

1) S 01°33'04" W 75.49'
2) S 03°41'05" E 127.88'
3) S 04°31'04" W 77.76'
4) N 86°08'22" W 48.62'
5) S 00°35'08" W 46.68'
6) S 11°51'14" W 141.86';

THENCE N 77°30'31" W 392.93' TO A POINT ON THE EAST BOUNDARY OF NORTH VILLAGE DIVISION No. 3 FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 1797309;

THENCE N 11°51'14" E 11.93' ALONG SAID EAST BOUNDARY OF NORTH VILLAGE DIVISION No. 3;
THENCE ALONG THE NORTH BOUNDARY LINE OF NORTH VILLAGE DIVISION No. 3 FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 1797309 FOR THE FOLLOWING FOUR (4) COURSES;

1) N 77°30'31" W 167.25'
2) N 90°00'00" W 779.34'
3) N 01°13'00" W 19.97'
4) S 88°47'00" W 180.00' TO THE **POINT OF BEGINNING**.

DESCRIPTION CONTAINS 13.510 ACRES MORE OR LESS

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BMPO ACCESS MANAGEMENT PLAN
MAY 2025

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the Suitter Park Subdivision Master Plan

Suitter Park Subdivision Master Plan

Staff Recommendation

- Staff Recommends approval of the master plan with the following condition:
    - Suitter Drive is dedicated and constructed to Backhand Drive with Division 1

Compliance

- This application is in compliance with City Ordinance 10-22 CC-1 Central Commercial Zone, 10-22 GC-1 General Commercial Zone, 10-37-1(A) Permitted Uses by Zone, and 10-29-7 Preapplication Review.

Criteria for Decision

- Title 10, Chapter 29, Section 7 – Preapplication Review
- Title 10, Chapter 22 – CC-1 Central Commercial Zone
- Title 10, Chapter 23 – GC-1 General Commercial Zone
- Title 10, Chapter 37, Section 1 (A) – Permitted Uses by Zone

Summary of Analysis

1. This property is located within the 1st Street Urban Renewal Area
2. The proposed master plan shows two divisions
3. The first division is one commercial lot with the intended use of a church (4.974 acres)
4. Places of Assembly (meeting place for religious functions) are permitted in the GC-1 Zone
5. The second division is future commercial development with no specific uses at this time (15.150 acres)
6. The 1st Street Urban Renewal Plan shows the connection between Backhand Drive and Curlew Drive as a proposed infrastructure improvement

Development Contributions:

- Water Rights – Development will use pressurized irrigation
- Road Construction – Suitter Drive connection from Curlew Drive to Backhand Drive. Improvements to S Curlew Drive to complete asphalt, curb, gutter, sidewalks. Frontage fee for the John Adams and Curlew extension project.
- Parks – commercial development, not applicable.
- Law Enforcement – shall pay the amount in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, based on use and square footage.

Parcel Characteristics:

- General Location: north of John Adams Parkway, east of S Curlew Drive, south of 1st Street, and west of Tie Breaker Drive.

- Acres: 20.118 acres
- Zoning: CC-1 & GC-1

Applicant's Request:

- Approval of the Suitter Park Subdivision Master Plan
- Presented by Steve Heath, Mountain West Engineering and NBW Architects

Planning and Zoning Commission

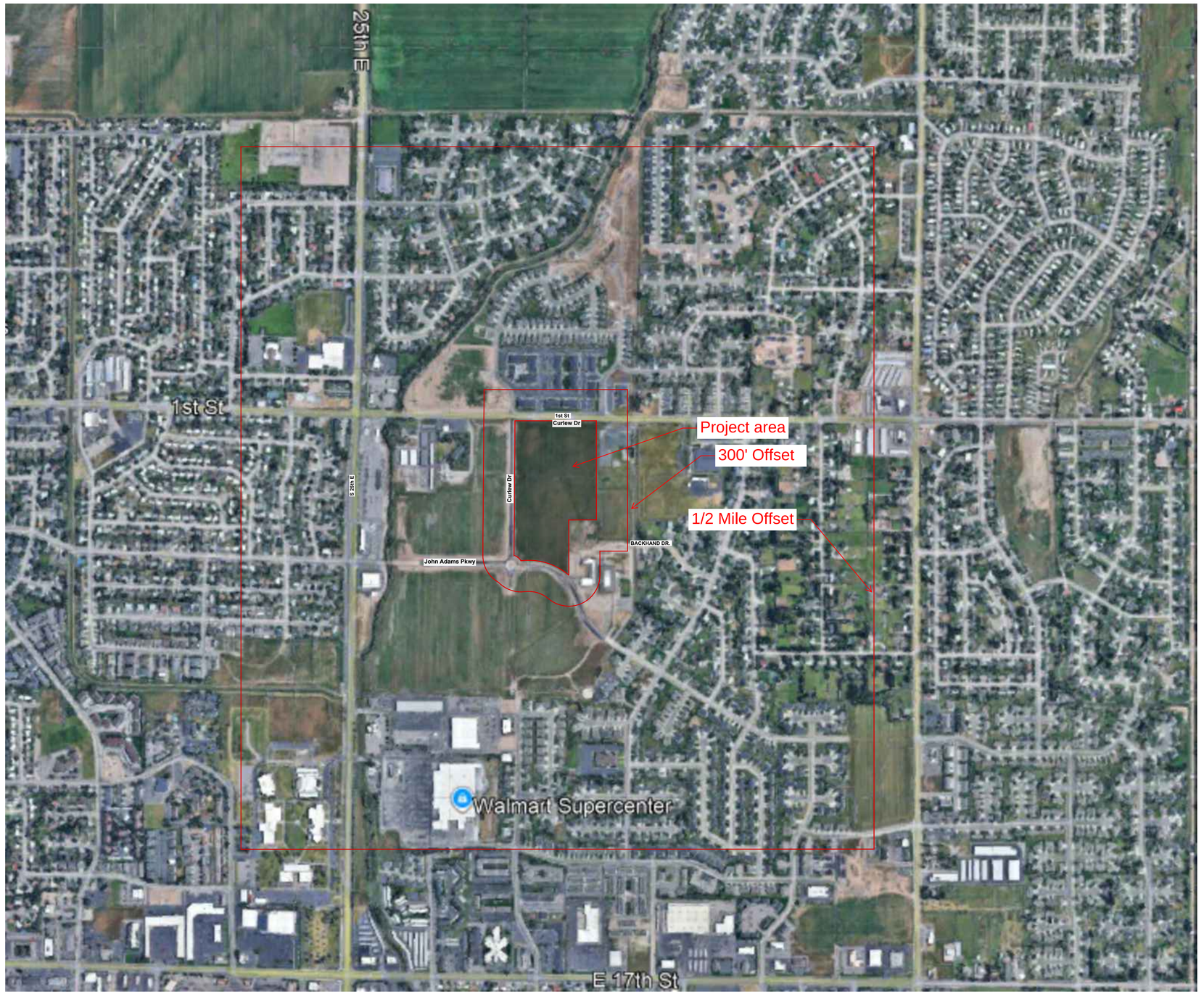
- The Commission reviewed the plat on October 7, 2026.
- The Commission recommended approval unanimously with the condition that Suitter Drive is dedicated and constructed to Backhand Drive with Division 1.

Motion Based on Staff Recommendation

I move to approve the Suitter Park Subdivision Master Plan finding it is in compliance with the Comprehensive Plan and City Ordinance, subject to technical review, with the condition that Suitter Drive right of way is dedicated and constructed to Backhand Drive with Division 1 (state any requirements for approval, if applicable).

Attachments:

1. Vicinity Map
2. Project Description from Applicant
3. Suitter Park Subdivision Master Plan



MTN WEST ENGINEERING

1" = 500

0 500 1000

24"X36" SHEET SIZE

N

Suitter Park Subdivision Additional Narrative

Project Summary

As noted elsewhere in the application packet, the John Adams Parkway Subdivision is a proposed development of approximately 21.2 acres. There are two lots proposed as well as a public road connecting Curlew Drive to Cougar Lane and Backhand Drive. The property is zoned CC-1 on the northern half and GC-1 on the southern half. The comprehensive plan designates the site as Heavy Commercial. School and Park designations exist to the east and Mixed Use and Medium Density are shown to the south.

Phasing

The subdivision is proposed to be built in two phases. Phase 1 will include a 4.978 acre (plus the 0.685 acres for the public road to be dedicated) lot on the northeast corner of Curlew and John Adams. The anticipated use is a church. At this corner, John Adams Parkway and Curley Drive are already constructed and the applicant anticipates paying the appropriate front footage fees. In addition to these existing roads, the proposed new public road which connects Curlew to Cougar and Backhand will be constructed along the frontage of the church lot.

Phase 2 includes a single 15.5 acre lot north of the church lot. Land uses for this lot are unknown at the time of application but will comply with the GC-1 and CC-1 zones. This second phase will include the construction of the remainder of the new road, Cougar Lane, and Backhand Drive, connecting the Tiebreaker Subdivision with Curley Drive. It will also include a cross-access easement along the eastern boundary creating a connection between 1st street, city owned property and the Phase II Divi II.

The phasing of public improvements is requested to be documented in the development agreement and treated similar to a division of a proposed plat, where it is common practice to allow the construction of public improvements in sync with development activity rather than throughout the entire subdivision.

Urban Renewal

The proposed subdivision is within the 1st Street District Urban Renewal Project Area. Although the applicant recognizes the Planning and Zoning Commission and City Council do not determine what projects and expenditures will be undertaken by the Ammon Urban Renewal Agency (Agency), it is important to highlight the plan for this district and how it relates to the proposed phasing.

Pages 11 and 68 of the 1st Street District Urban Renewal Plan identify projects the Agency intends to undertake during the life of the district. In both instances, the construction of Backhand Drive is identified as a project, along with several other priority rights-of-way. The

plan also identifies several methods for financing these projects, one of which includes reimbursement to developers through subsequent tax increment financing (TIF) revenues generated by projects within the district. The applicant understands that execution of these projects is not guaranteed and is dependent on available TIF revenue, increased taxable valuations throughout the district, and overall prioritization. Further, the applicant assumes part of the prioritization of such projects by the Agency includes the availability of TIF revenues from adjacent or nearby development. Finally, it is also assumed that if a developer constructs public infrastructure without a reimbursement agreement with the Agency, that it may not come back later and request reimbursement.

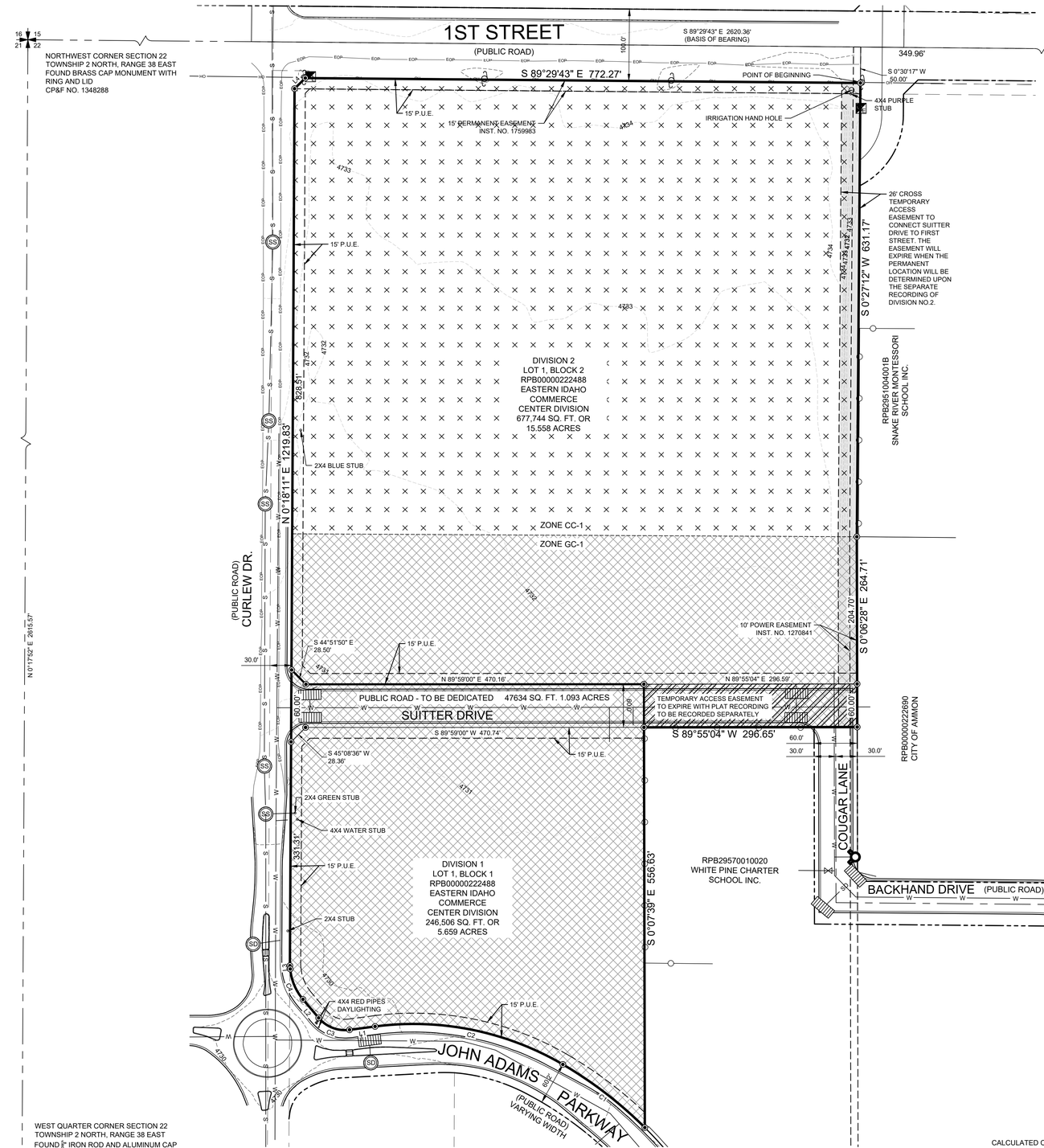
At present, there are no specific plans for uses in phase 2 and, therefore, no way to evaluate the potential for TIF revenue generation without high speculation. The applicant is requesting to wait to construct the remaining public infrastructure in phase 2 in part because it would like the opportunity to discuss potential partnership with the agency. Because the 1st Street District will close at the end of 2040, the applicant incentivized to act quickly and begin development that will generate TIF revenue that may assist with public infrastructure costs. If development doesn't occur and/or the Agency is not willing to participate in the construction of Backhand Drive or any other public infrastructure, the development agreement will still require the applicant to complete all public infrastructure in phase 2.

Requested Action

The applicant requests the City of Ammon approve the proposed plat and an accompanying development agreement specifying that phase 1 of the plat will include construction of all public infrastructure adjacent to the frontages and/or boundaries of Lot 1A and that phase 2 will include construction of all remaining public infrastructure.

SUITTER PARK SUBDIVISION - MASTER PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 2 NORTH, RANGE 38 EAST, AMMON CITY,
BONNEVILLE COUNTY, IDAHO
SEPTEMBER 2026



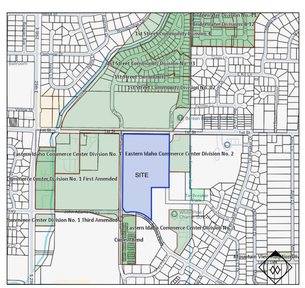
LEGEND

- BOUNDARY LINE
- TIE LINE
- SECTION LINE
- CENTER LINE
- PROPOSED ROADWAY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- LOT LINE
- PROPOSED LOT LINE
- STORM DRAIN LINE
- SEWER LINE
- WATER LINE
- CHAIN LINK FENCE LINE
- COMMUNICATION LINE
- EDGE OF ASPHALT LINE
- OVERHEAD POWER LINE
- IRRIGATION LINE
- TEMPORARY ACCESS EASEMENT
- CC-1 CENTRAL COMMERCIAL ZONE
- GC-1 GENERAL COMMERCIAL ZONE
- SIGN
- POWER POLE
- ELECTRICAL BOX
- STORM DRAIN MANHOLE
- SEWER MANHOLE
- STORM DRAIN CATCH BASIN
- WATER VALVE
- FIRE HYDRANT
- PROPERTY CORNER TO BE SET
- FOUND PROPERTY REBAR AND CAP
- FOUND SECTION MONUMENT
- FOUND QUARTER CORNER SECTION MONUMENT

GRAPHIC SCALE

80 0 40 80 160

1" (INCH) = 80' (FEET)



VICINITY MAP
NOT TO SCALE

BOUNDARY DESCRIPTION

A PARCEL OF LAND TO BE SUBDIVIDED INTO LOTS AND ROADS LOCATED IN NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN,

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN AND RUNNING THENCE NORTH 89°29'43" WEST 349.96 FEET AND SOUTH 0°30'17" WEST 50.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°27'12" WEST 631.17 FEET ALONG THE WEST LINE OF PARCEL RPB29510040018;
THENCE SOUTH 0°06'28" EAST 264.71 FEET ALONG THE WEST LINE OF PARCEL RPB00000222690;
THENCE SOUTH 89°55'04" WEST 296.65 FEET ALONG THE NORTH LINE OF PARCEL EASTERN IDAHO COMMERCE CENTER DIVISION NO. 3. FIRST AMENDED, RECORDED AS INSTRUMENT NUMBER 1756851;
THENCE SOUTH 0°07'39" EAST 556.63 FEET ALONG THE WEST LINE OF EASTERN IDAHO COMMERCE CENTER DIVISION NO. 3. FIRST AMENDED, TO A CURVE ON THE NORTH LINE OF JOHN ADAMS PARKWAY, A PUBLIC ROAD;
THENCE ALONG JOHN ADAMS PARKWAY AS DESCRIBED ON THE QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 1719936 THE FOLLOWING SEVEN (7) CALLS;

1. 144.31 FEET ALONG THE ARC OF A 570.03 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°30'17" WITH A LONG CHORD OF NORTH 52°24'02" WEST 143.92 FEET TO A POINT OF A COMPOUND CURVE;
2. 271.43 FEET ALONG THE ARC OF A 411.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°50'22" WITH A LONG CHORD OF NORTH 78°34'23" WEST 266.53 FEET TO A POINT OF TANGENCY;
3. SOUTH 82°30'26" WEST 35.86 FEET TO A POINT OF CURVATURE;
4. 47.93 FEET ALONG THE ARC OF A 48.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°14'43" WITH A LONG CHORD OF NORTH 68°52'13" WEST 45.99 FEET TO A POINT OF TANGENCY;
5. NORTH 40°14'51" WEST 33.74 FEET TO A POINT OF CURVATURE
6. 46.57 FEET ALONG THE ARC OF A 76.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°52'52" WITH A LONG CHORD OF 22°48'25" WEST 45.86 FEET TO A POINT OF TANGENCY;
7. NORTH 5°21'59" 4.66 FEET TO THE EAST LINE OF CURLEW DRIVE;

THENCE NORTH 0°18'11" EAST 1219.83 FEET ALONG THE EAST LINE OF CURLEW DRIVE;
THENCE NORTH 45°24'15" EAST 20.98 FEET TO THE SOUTH LINE OF 1ST STREET;
THENCE SOUTH 89°29'43" EAST 772.27 FEET ALONG THE SOUTH LINE OF 1ST STREET TO THE POINT OF BEGINNING.

CONTAINS 924,233 SQ. FT. 21.217 ACRES

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	35.86'	S 82°30'26" W
L2	33.74'	N 40°14'51" W
L3	4.66'	N 05°21'59" W
L4	20.98'	N 45°24'15" E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD LENGTH
C1	570.00'	014°30'19"	144.31'	N 52°24'02" W	143.92'
C2	411.00'	037°50'22"	271.43'	N 78°34'23" W	266.53'
C3	48.00'	057°14'43"	47.96'	N 68°52'13" W	45.99'
C4	76.50'	034°52'52"	46.57'	N 22°48'25" W	45.86'

SUBDIVISION DATA

TOTAL ACREAGE:	20.118 ACRES
NUMBER OF LOTS:	2
SMALLEST LOT SIZE:	4.973 ACRES
LARGEST LOT SIZE:	15.145 ACRES
AVERAGE LOT SIZE:	10.066 ACRES
DENSITY:	0 LU/AC

DIAMOND LAND SURVEYING
614 East 6th Street, Emmett, Idaho 83617
office@diamondlandsurveying.com
Phone (208) 600-6191

JOB NO. 25-223
DRAWN BY: KW

SHEET 1 OF 1

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the Suitter Park Subdivision Division 1 preliminary plat

Suitter Park Subdivision Division 1 Preliminary Plat

Staff Recommendation

- Staff Recommends approval of the preliminary plat with the following condition:
    - Suitter Drive is dedicated and constructed to Backhand Drive with Division 1

Compliance

- This application is in compliance with City Ordinance 10-22 GC-1 General Commercial Zone, 10-37-1(A) Permitted Uses by Zone, and 10-29-8 Preliminary Plat Requirements.

Criteria for Decision

- Title 10, Chapter 29, Section 8 – Preliminary Plat Requirements
- Title 10, Chapter 23 – GC-1 General Commercial Zone
- Title 10, Chapter 37, Section 1 (A) – Permitted Uses by Zone

Summary of Analysis

1. This property is located within the 1st Street Urban Renewal Area
2. This division is one commercial lot with the intended use of a church
3. Places of Assembly (meeting place for religious functions) are permitted in the GC-1 Zone
4. The 1st Street Urban Renewal Plan shows the connection between Backhand Drive and Curlew Drive as a proposed infrastructure improvement
5. This plat includes the right-of-way for Suitter Drive which would connect Curlew Drive to Backhand Drive

Development Contributions:

- Water Rights – Development will use pressurized irrigation
- Road Construction – Suitter Drive connection from Curlew Drive to Backhand Drive. Improvements to S Curlew Drive to complete asphalt, curb, gutter, sidewalks. Frontage fee for the John Adams and Curlew extension project.
- Parks – commercial development, not applicable.
- Law Enforcement – shall pay the amount in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, based on use and square footage.

Parcel Characteristics:

- General Location: north of John Adams Parkway, east of S Curlew Drive, south of 1st Street, and west of Tie Breaker Drive.
- Acres: 5.659 acres
- Lot Size: 4.974 acres
- Zoning: GC-1

Applicant's Request:

- Approval of the Suitter Park Subdivision Division 1 Preliminary Plat
- Presented by Steve Heath, Mountain West Engineering and NBW Architects

Planning and Zoning Commission

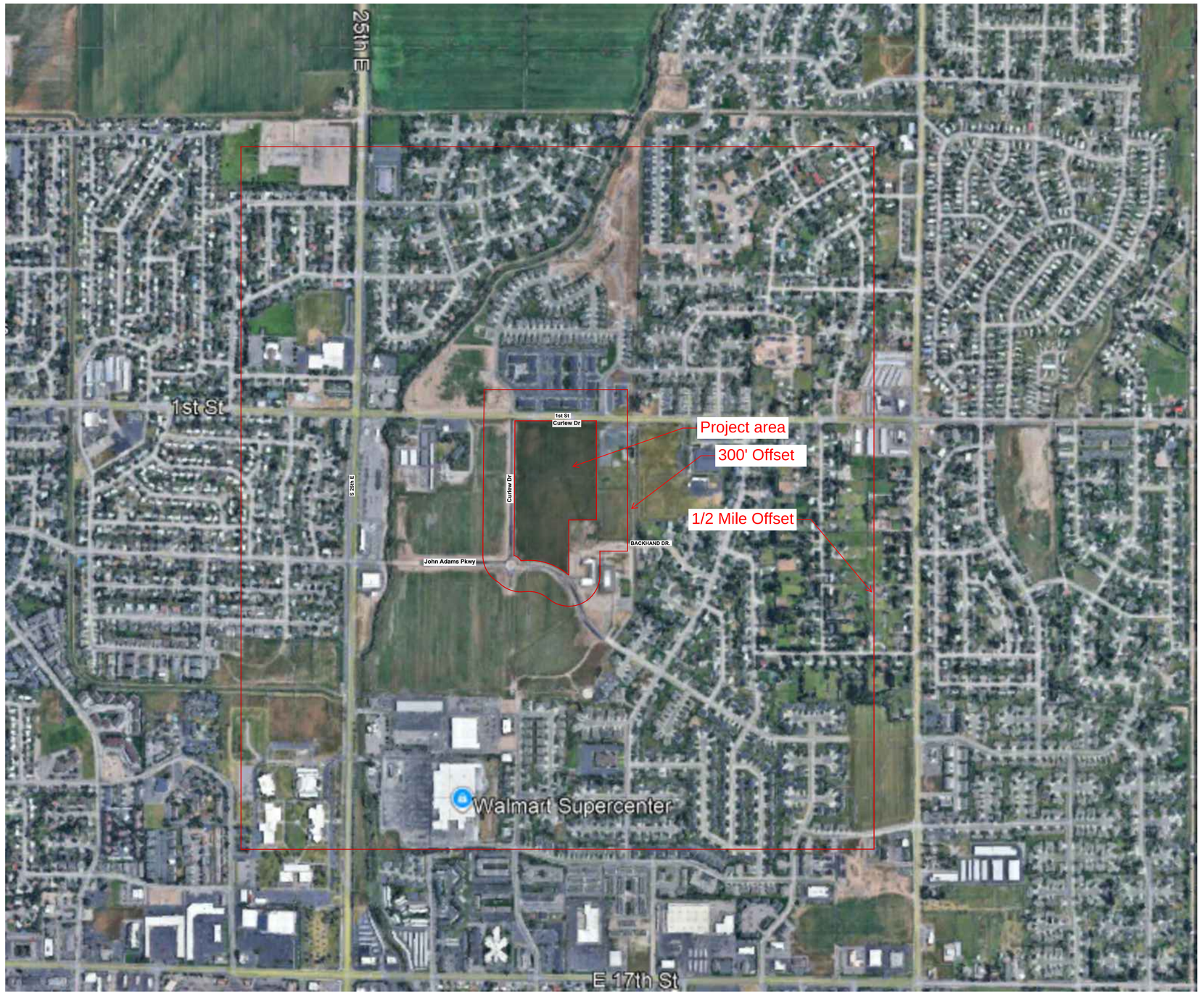
- The Commission reviewed the plat on October 7, 2026.
- The Commission recommended approval unanimously with the condition that Suitter Drive is dedicated and constructed to Backhand Drive with Division 1.

Motion Based on Staff Recommendation

I move to recommend approval of the Suitter Park Subdivision Division 1 Preliminary Plat finding it is in compliance with the Comprehensive Plan and City Ordinance, subject to technical review, with the condition that Suitter Drive right of way is dedicated and constructed to Backhand Drive with Division 1 (state any requirements for approval, if applicable).

Attachments:

1. Vicinity Map
2. Suitter Park Subdivision Division 1 Preliminary Plat
3. Suitter Park Division 2 Concept



1" = 500

0 500 1000

24"X36" SHEET SIZE

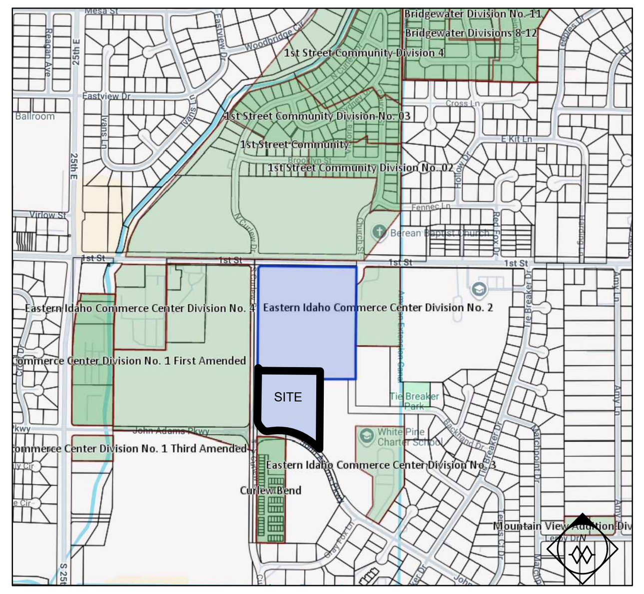
SUITTER PARK DIVISION NO. 1 - PRELIMINARY PLAT

A DIVISION OF RPB00000222488
EASTER IDAHO COMMERCE
CENTER DIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 2 NORTH, RANGE 38 EAST, AMMON CITY,
BONNEVILLE COUNTY, IDAHO
SEPTEMBER 2026

GRAPHIC SCALE

60 0 30 60 120

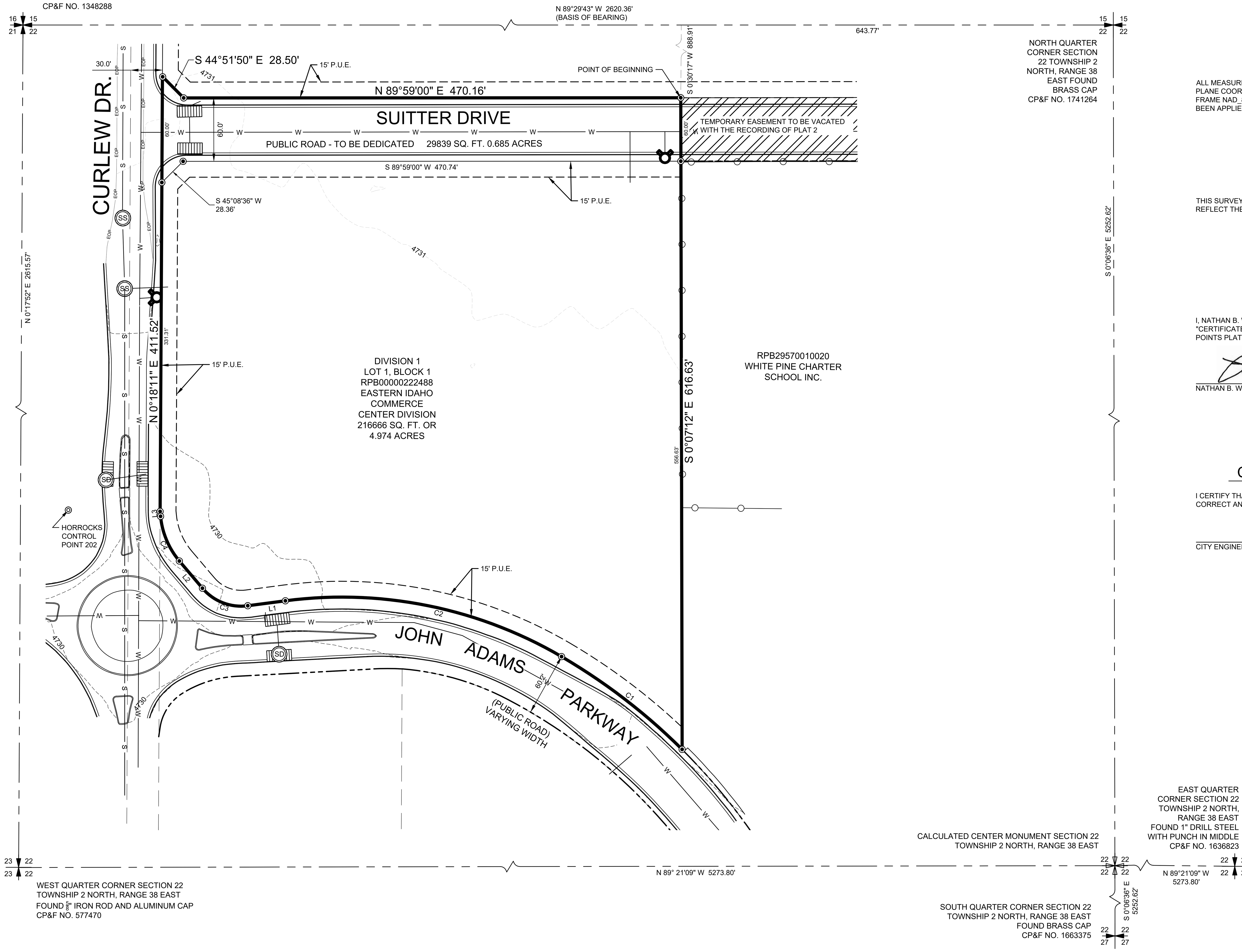
1" (INCH) = 60' (FEET)



VICINITY MAP
NOT TO SCALE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	35.86'	S 82°30'26" W
L2	33.74'	N 40°14'51" W
L3	4.66'	N 05°21'59" W

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD LENGTH
C1	570.00'	014°30'19"	144.31'	N 52°24'02" W	143.92'
C2	411.00'	037°50'22"	271.43'	N 78°34'23" W	266.53'
C3	48.00'	057°14'43"	47.96'	N 68°52'13" W	45.99'
C4	76.50'	034°52'52"	46.57'	N 22°48'25" W	45.86'



LEGEND

- BOUNDARY LINE
- TIE LINE
- SECTION LINE
- CENTER LINE
- PROPOSED ROADWAY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- LOT LINE
- PROPOSED LOT LINE
- CHAIN LINK FENCE LINE
- EDGE OF ASPHALT LINE
- STORM DRAIN
- SEWER
- PROPERTY CORNER TO BE SET
- FOUND PROPERTY REBAR AND CAP
- FOUND SECTION MONUMENT
- FOUND QUARTER CORNER SECTION MONUMENT
- STORM DRAIN MANHOLE
- SEWER MANHOLE
- STORM DRAIN CATCH BASIN

BOUNDARY DESCRIPTION

A PARCEL OF LAND TO BE SUBDIVIDED INTO LOTS AND ROADS LOCATED IN NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN,

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN AND RUNNING THENCE NORTH 89°29'43" WEST 643.77 FEET AND SOUTH 0°30'17" WEST 888.91 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°07'12" EAST 616.63 FEET, ALONG THE WEST LINE OF THE WHITE PINE CHARTER SCHOOL PROPERTY RECORDED AS ENTRY NUMBER 1756431 TO THE NORTH LINE OF JOHN ADAMS PARKWAY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG JOHN ADAMS PARKWAY AS DESCRIBED ON THE QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 1719936 THE FOLLOWING SEVEN (7) CALLS;

1. 144.31 FEET ALONG THE ARC OF A 570.03 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°30'17" WITH A LONG CHORD OF NORTH 52°24'02" WEST 143.92 FEET TO A POINT OF A COMPOUND CURVE;
2. 271.43 FEET ALONG THE ARC OF A 411.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°50'22" WITH A LONG CHORD OF NORTH 78°34'23" WEST 266.53 FEET TO A POINT OF TANGENCY;
3. SOUTH 82°30'26" WEST 35.86 FEET TO A POINT OF CURVATURE;
4. 47.93 FEET ALONG THE ARC OF A 48.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°14'43" WITH A LONG CHORD OF NORTH 68°52'13" WEST 45.99 FEET TO A POINT OF TANGENCY;
5. NORTH 40°14'51" WEST 33.74 FEET TO A POINT OF CURVATURE
6. 46.57 FEET ALONG THE ARC OF A 76.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°52'52" WITH A LONG CHORD OF 22°48'25" WEST 45.86 FEET TO A POINT OF TANGENCY;
7. NORTH 5°21'59" 4.66 FEET TO THE EAST LINE OF CURLEW DRIVE;

THENCE NORTH 00°18'11" EAST 411.52 FEET ALONG THE EAST LINE OF CURLEY DRIVE;

THENCE SOUTH 44°52'01" EAST 28.50 FEET;

THENCE NORTH 89°59'00" EAST 470.16 FEET, TO THE POINT OF BEGINNING;

CONTAINS 246,507 SQUARE FEET OR 5.659 ACRES

BASIS OF BEARINGS

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH' IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

NARRATIVE

THIS SURVEY AND THE PLAT OF JOHN ADAMS PARKWAY SUBDIVISION WAS CONDUCTED AT THE REQUEST OF THE OWNER. THE INTENT IS TO SUBDIVIDE THIS PROPERTY TO REFLECT THE CONFIGURATION SHOWN HEREON. THE FOUND MONUMENTS CONFORM TO RECORD DATA WITHIN ACCEPTABLE TOLERANCES.

SURVEYOR'S CERTIFICATE

I, NATHAN B. WEBER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNER'S" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

NATHAN B. WEBER, P.L.S. LICENSE NO. 17793

PROFESSIONAL LAND SURVEYOR
LICENSED
09/23/2026
17793
STATE OF IDAHO
NATHAN B. WEBER

CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PRELIMINARY PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FIND IN THIS OFFICE.

CITY ENGINEER

PLANNING DIRECTOR APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PRELIMINARY PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FIND IN THIS OFFICE.

PLANNING DIRECTOR

SUBDIVISION DATA

TOTAL ACREAGE:	5.659 ACRES
NUMBER OF LOTS:	1
SMALLEST LOT SIZE:	4.974 ACRES
LARGEST LOT SIZE:	4.974 ACRES
AVERAGE LOT SIZE:	4.974 ACRES

THIS PROPERTY LIES WITHIN THE GC-1 GENERAL COMMERCIAL ZONE.

DIAMOND LAND SURVEYING
614 East 6th Street, Emmett, Idaho 83617
office@diamondlandsurveying.com
Phone (208) 600-6191

JOB NO. 25-223

DRAWN BY: KW

SHEET 1 OF 1

SUITTER PARK DIVISION NO. 2 - PRELIMINARY PLAT

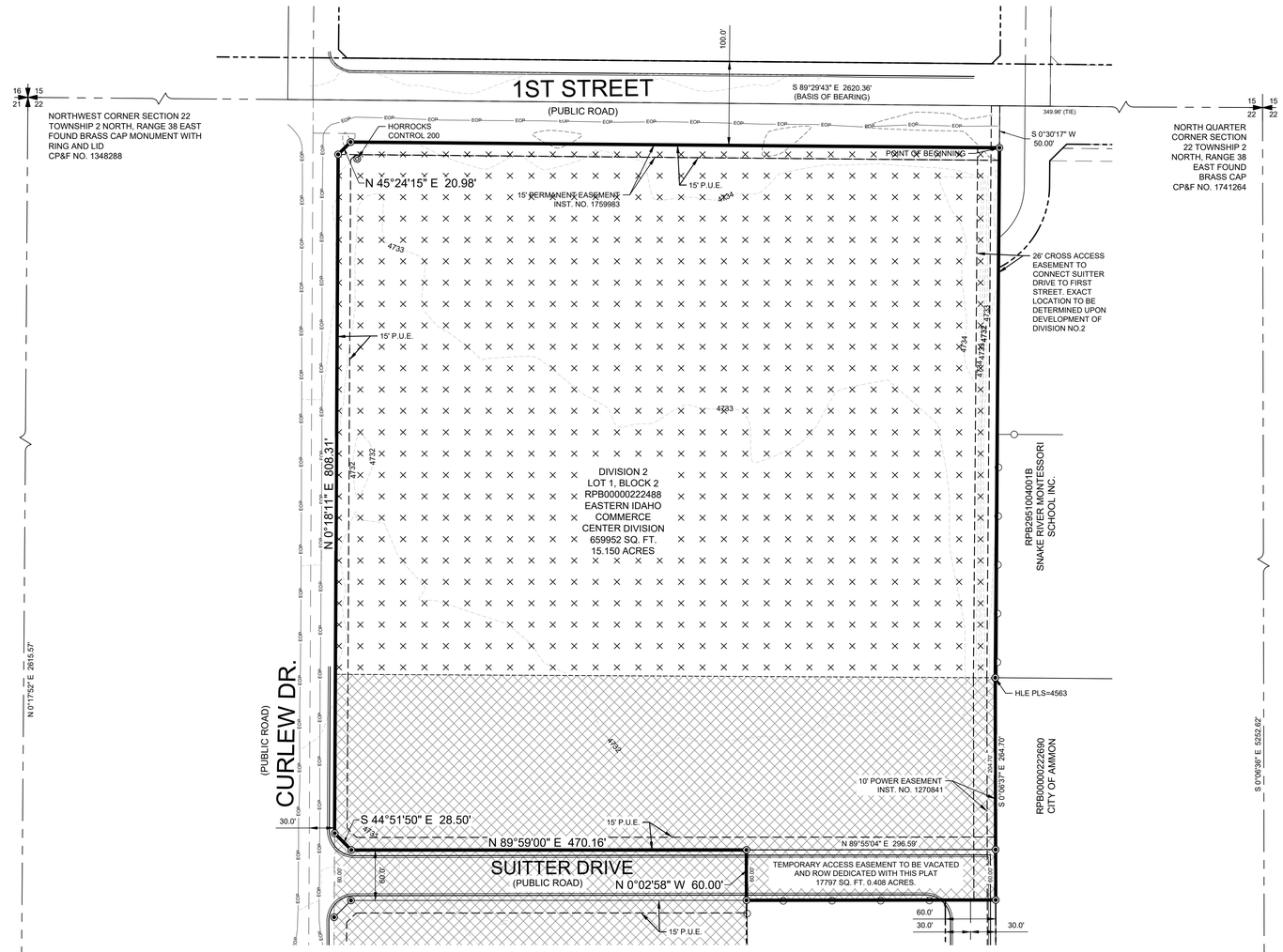
A DIVISION OF RPB00000222488
EASTER IDAHO COMMERCE
CENTER DIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 2 NORTH, RANGE 38 EAST, AMMON CITY,
BONNEVILLE COUNTY, IDAHO
SEPTEMBER 2026

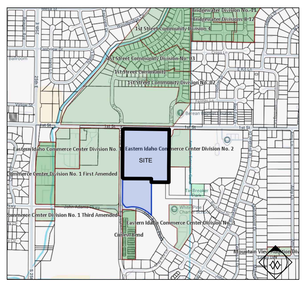
LEGEND

- BOUNDARY LINE
- TIE LINE
- SECTION LINE
- CENTER LINE
- PROPOSED ROADWAY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- LOT LINE
- PROPOSED LOT LINE
- CHAIN LINK FENCE LINE (SD)
- EDGE OF ASPHALT LINE (EOP, S, EOP)
- PROPERTY CORNER TO BE SET
- FOUND PROPERTY REBAR AND CAP
- FOUND SECTION MONUMENT (NW, NE, SW, SE)
- FOUND QUARTER CORNER SECTION MONUMENT (NW, NE, SW, SE)
- CC-1 CENTRAL COMMERCIAL ZONE
- GC-1 GENERAL COMMERCIAL ZONE
- (SD)
- (SS)

N

GRAPHIC SCALE
80 0 40 80 160
1" (INCH) = 80' (FEET)





VICINITY MAP
NOT TO SCALE

BOUNDARY DESCRIPTION

A PARCEL OF LAND TO BE SUBDIVIDED INTO LOTS AND ROADS LOCATED IN NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN,

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN AND RUNNING
THENCE NORTH 89°29'43" WEST 643.77 FEET AND SOUTH 0°30'17" WEST 888.91 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°27'16" WEST 631.18 FEET, ALONG THE WEST LINE OF PARCEL RPB2951004001B;
THENCE SOUTH 00°06'36" EAST 264.70 FEET, ALONG THE WEST LINE OF PARCEL RPB00000222690;
THENCE SOUTH 89°55'04" WEST 296.65 FEET, ALONG THE NORTH LINE OF PARCEL EASTERN IDAHO COMMERCE CENTER DIVISION NO. 3. FIRST AMENDED, RECORDED AS INSTRUMENT NUMBER 1756851;
THENCE NORTH 00°02'58" WEST 60.00 FEET;
THENCE SOUTH 89°59'00" WEST 470.16 FEET;
THENCE NORTH 44°52'01" WEST 28.50 FEET, TO THE EAST LINE OF CURLEW DRIVE, A PUBLIC ROAD;
THENCE NORTH 00°18'11" EAST 808.31 FEET, ALONG THE EAST LINE OF CURLEW DRIVE;
THENCE NORTH 45°24'15" EAST 20.98 FEET, TO THE SOUTH LINE OF 1ST STREET, A PUBLIC ROAD;
THENCE SOUTH 89°29'43" EAST 772.28 FEET, ALONG THE OSUTH LINE OF 1ST STREET, TO THE POINT OF BEGINNING;

CONTAINS 677,745 SQUARE FEET OR 15.559 ACRES

BASIS OF BEARINGS

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH' IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

NARRATIVE

THIS SURVEY AND THE PLAT OF JOHN ADAMS PARKWAY SUBDIVISION WAS CONDUCTED AT THE REQUEST OF THE OWNER. THE INTENT IS TO SUBDIVIDE THIS PROPERTY TO REFLECT THE CONFIGURATION SHOWN HEREON. THE FOUND MONUMENTS CONFORM TO RECORD DATA WITHIN ACCEPTABLE TOLERANCES.

SURVEYOR'S CERTIFICATE

I, NATHAN B. WEBER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNER'S" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

NATHAN B. WEBER, P.L.S. LICENSE NO. 17793

PROFESSIONAL LAND SURVEYOR
LICENSED
09/23/2026
17793
STATE OF IDAHO
NATHAN B. WEBER

CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PRELIMINARY PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FIND IN THIS OFFICE.

CITY ENGINEER

PLANNING DIRECTOR APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PRELIMINARY PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FIND IN THIS OFFICE.

PLANNING DIRECTOR

SUBDIVISION DATA

TOTAL ACREAGE:	15.559 ACRES	THIS PROPERTY LIES WITHIN THE
NUMBER OF LOTS:	1	GC-1 GENERAL COMMERCIAL ZONE
SMALLEST LOT SIZE:	15.150 ACRES	AND CC-1 CENTRAL COMMERCIAL
LARGEST LOT SIZE:	15.150 ACRES	ZONE.
AVERAGE LOT SIZE:	15.150 ACRES	

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office@diamondlandsurveying.com
Phone (208) 600-6191

JOB NO. 25-223
DRAWN BY: KW
SHEET 1 OF 1

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the Suitter Park Subdivision Division 1 Standard Development Agreement

Suitter Park Subdivision Division 1 Standard Development Agreement

Staff Recommendation

- Staff recommends approval of the standard development agreement.

Compliance

- This application is in compliance with City Ordinance Title 10 Chapter 40.

Criteria for Decision

- Title 10, Chapter 40 – Development Agreements

Summary of Analysis

1. This property is located within the 1st Street Urban Renewal Area
2. This division is one commercial lot with the intended use of a church
3. Places of Assembly (meeting place for religious functions) are permitted in the GC-1 Zone
4. The 1st Street Urban Renewal Plan shows the connection between Backhand Drive and Curlew Drive as a proposed infrastructure improvement
5. The master plan includes the right-of-way for Suitter Drive which would connect Curlew Drive to Backhand Drive
6. Special Conditions:
    - SC-1: Developer shall construct the frontage of Curlew Drive, including street, curb and gutter on both sides of the road, and sidewalks on the project side according to the standards required by the City Engineer prior to approval of any building permit for the Development. Developer shall be reimbursed by subsequent developments for the per lineal foot cost of construction of Curlew Drive as the property develops along Curlew Drive that is not a portion the Suitter Park Division 1 development.
    - SC-2: The Developer shall pay a frontage fee of $1,108,403.80 for development of John Adams Parkway, Curlew Drive north of John Adams Parkway, and bridge connecting to 25th East, as required in paragraph 6.12 and 6.25 above prior to first building permit.
    - SC-3: Developer shall extend and construct the entirety of Suitter Drive, Cougar Lane, and Backhand Drive, including street, curb and gutter on both sides of the road, and sidewalks on the project side according to the standards required by the City Engineer prior to approval of any building permit for the Development. Developer shall be reimbursed by subsequent developments for the per lineal foot cost of construction of Suitter Drive, Cougar Lane, and Backhand Drive as the property develops that is not a portion the Suitter Park Division 1 development.
    - SC-4: Developer shall connect to the City of Ammon pressurized irrigation system and meet the requirements of 6.20 of this agreement.

Development Contributions:

- Water Rights – Development will use pressurized irrigation
- Road Construction – Suitter Drive connection from Curlew Drive to Backhand Drive. Improvements to S Curlew Drive to complete asphalt, curb, gutter, sidewalks. Frontage fee for the John Adams and Curlew extension project.
- Parks – commercial development, not applicable.
- Law Enforcement – shall pay the amount in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, based on use and square footage.

Parcel Characteristics:

- General Location: north of John Adams Parkway, east of S Curlew Drive, south of 1st Street, and west of Tie Breaker Drive.
- Acres: 5.659 acres
- Lot Size: 4.974 acres
- Zoning: GC-1

Applicant's Request:

- Approval of the Suitter Park Subdivision Division 1 Standard Development Agreement
- Presented by Steve Heath, Mountain West Engineering and NBW Architects

Motion Based on Staff Recommendation

I move to approve the Suitter Park Subdivision Division 1 Standard Development Agreement (state any requirements for approval, if applicable).

Attachments:

1. Suitter Park Subdivision Division 1 DRAFT Standard Development Agreement

STANDARD DEVELOPMENT AGREEMENT

(CITY OF AMMON/SUITTER PARK DIVISION 1)

PLACE INSTRUMENT LABEL HERE

THIS AGREEMENT, made and entered into this 15th day of October, 2026, by and between the CITY OF AMMON, a municipal corporation, of the County of Bonneville, State of Idaho, Party of the First Part, hereinafter called the "City," and Eastern Idaho Commerce Center, an Idaho partnership, Party of the Second Part, hereinafter called the "Developer."

RECITALS:

WHEREAS, the Developer is the sole owner, in law and/or equity, of a certain tract of land in Bonneville County, Idaho, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer, as sole owner of said land, has made request to the City of Ammon to have the same accepted as a subdivision to said City and has submitted to the City a plat thereof which has been approved by the Planning and Zoning Commission and the City Engineer of the City, and

WHEREAS, the tract of land described in Exhibit A is located within the City of Ammon; and

WHEREAS, on October 7, 2026, the Suitter Park Master Plan was approved by the Planning and Zoning Commission; and

WHEREAS, on October 7, 2026, the Suitter Park Division 1 Preliminary Plat was approved by the Planning and Zoning Commission; and

WHEREAS, on October 15, 2026, the Suitter Park Master Plan was approved by the City Council; and

WHEREAS, on October 15, 2026, the Suitter Park Division 1 Preliminary Plat was approved by the City Council; and

WHEREAS, the City Engineer has recommended to the City Council of the City that such subdivision be accepted subject to certain requirements and obligations on the part of the Developer;

WHEREAS, on October 15, 2026, the Mayor and City of Council of the City of Ammon, Idaho, considered the Suitter Park Division 1 Standard Development Agreement for approval; and;

WHEREAS, the City Council has agreed to accept platting of said lands subject to the following terms and conditions:

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

2. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective as of the date approved by the City Council.

3. **TERM OF AGREEMENT.** All rights related to this agreement, including all Developer's rights herein, shall expire if no building permit has been issued within five (5) years of the Effective Date.

4. **DEVELOPER.** The term "Developer" and the language of this agreement, whether it is more than one developer, shall be construed as plural, and if there are any parties that are feminine or are firms or corporations, the masculine shall include the feminine and the neuter. All terms and conditions of this agreement shall run with the land.

5. **INCORPORATION OF RELATED AGREEMENTS, APPROVALS, PLANS, PERMITS AND OTHER DOCUMENTS.**
   5.1. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full.

      5.1.1. Annexation Ordinance #200 was approved by the Ammon City Council March 6, 1986.
      5.1.2. Master Plan approved by the Ammon City Council on October 15, 2026
      5.1.3. Preliminary Plat approved by the Ammon City Council on October 15, 2026
      5.1.4. Improvement Drawings approved by the City Engineer on _____202_.

   5.2. Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement.
   5.3. In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern.
   5.4. Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of this Agreement. Any amendments or additions made during the term of this Agreement

to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

5.4.1. Plan review fees and inspection fees;

5.4.2. Amendments to building, plumbing, fire and other construction codes;

5.4.3. City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

6. **GENERAL REQUIREMENTS OF DEVELOPMENT.** That Developer, jointly and severally, for himself, his heirs, representatives, itself, their successors and assigns, does hereby covenant, agree, and represent as follows:

6.1. That Developer will, before any construction is commenced, file or cause to be filed with the City Engineer a complete set of street, sewer, water, and drainage improvement plans for each proposed plat. Said improvement plans shall also show the proposed location of other utilities, i.e., telephone, gas, electricity, and irrigation facilities, and such others as may affect or be affected by the subdivision development on such property. Such plans and utility improvements shown thereon shall meet the approval of the City Engineer and shall be incorporated herein and made a part hereof by reference. The Developer shall construct and install all such improvements in accordance with the current Edition of the Idaho Standards for Public Works Construction adopted by the City of Ammon including compliance with all other City codes and ordinances including the City of Ammon standards as adopted. Acceptance of improvements to be determined by the City of Ammon only after completed inspections and certification provided by Developer from a licensed, professional engineer certifying that said subdivision construction has been completed in compliance with the published standards. The Developer shall make a formal request in writing to the City of Ammon City Engineer for final acceptance of all said improvements.

6.2. That Developer, shall, at their own expense, construct and install all sanitary sewers, storm drains, pumping stations, water lines and appurtenances, fire hydrants, curbs and gutters, sidewalks, landscaping, off-street parking, cross drains, streets, street surfacing, street and regulatory signs, parks, recreation amenities, open spaces, and/or other needed street or utility improvements as shown on the improvement plans. The Developer shall have the option to create a "dark sky" community, conforming with the International Dark Sky Guidelines. The Developer will phase the construction of roads and utilities as shown on the development drawings. Acceptance by the City, will be given for each improvement, upon the City Engineer finding the improvement meet standards, can be maintained by the City of Ammon, and will provide public benefits to the Ammon community.

6.3. That Developer, its successors or assigns will, at their own expense, construct and install all storm drainage systems and storm drain retention pond(s) as shown on the improvement plans. Retention ponds shall be sprinkled and landscaped following the standards for sprinklers and landscaping of retention ponds in the City of Ammon. Acceptance of the area as a retention area will occur only after completion and acceptance of drainage infrastructure, landscaping, sprinkling, and any public amenities necessary for the retention pond consistent with any

improvement drawings and which benefit the neighboring property and the City of Ammon. Additional improvements shall be required by the City on a case-by-case basis to ensure that the retention areas are a public benefit to the Ammon community. Additional improvements may include playground equipment, park amenities, walking paths, park structures, recreation amenities, or other improvements that enhance the public open space and provide benefit to the development and the Ammon community. Satisfactory acceptance by the City of any above-grade improvements to retention areas shall be determined by the City Administrator. The Developer shall maintain ownership and maintenance of all retention ponds, sprinklers, and open areas. Storm drainage systems shall be conveyed to the City of Ammon.

6.4. That Developer shall require all contractors involved in constructing the subdivision improvements to furnish a minimum two (2) year warranty on all materials and workmanship involved. Additional warranty periods may be required in writing by the City on certain materials and products. Said period of warranty shall run from written acceptance given by City

6.5. That Developer shall comply with all City requirements in effect at the time construction is commenced on each said lot. That the Developer shall sell no lots at less than the size required in the zoning for such property. Lot lines may be changed by owners, but no additional building sites may be created without first amending the plat of record. All building and zoning codes must be complied with in the event of any change.

6.6. That Developer will obtain easements, design and construct the sanitary sewer lines as shown in the improvement drawings within the development. An 8" diameter sewer line is the general city standard. However, size of sewer line for the subject property will have to be individually established based upon the topography of the development and engineering standards, as approved by the City Engineer. Should City elect to have installed sewer line in excess of the size needed for this subject development, to accommodate development beyond the subject development, the City may agree to reimburse the Developer only for the material upsizing cost. Developer shall provide the City Engineer with clearly itemized costs of the materials as provided by the pipe supplier. City shall approve the oversized sewer line in writing in advance of said project going forward. Reimbursement shall occur upon written acceptance by the City Engineer of said lines. All sanitary sewer design and installation shall comply with the Idaho Standards for Public Works Construction (ISPWC) or other standards as adopted by the City at the time of construction. The property described herein will be serviced by the City of Ammon sewer system, unless specifically agreed to by both developer and the City of Ammon.

6.7. That Developer will obtain easements, design and construct the water line as shown in the improvement drawings within the Development. An 8" diameter water line is the general city standard. However, size of water line for the subject property will have to be individually established based upon the topography of the development and engineering standards, as approved by the City Engineer. Should the City elect to have installed water line in excess of the size needed for this subject development to accommodate development beyond the subject development, the

City may agree to reimburse the Developer only for the material upsizing cost. Developer shall provide the City Engineer with clearly itemized costs of the materials as provided by the pipe supplier. City shall approve the oversized water line in writing in advance of said project going forward. Reimbursement shall occur upon written acceptance by the City Engineer of said lines. That the Developer shall be responsible for extending City water lines to said development through adjacent property if water is required prior to adjacent developers extending water lines to Developer's property. The property described herein will be serviced by the City of Ammon water system, unless specifically agreed to by both Developer and the City of Ammon.

6.8. Developer shall construct a temporary access for all construction related to the project and shall not use existing streets for accessing the development. If no temporary access can be constructed and Developer must use existing streets for access, Developer shall complete a pre-construction survey of the street conditions for all public streets and related infrastructure that provide access to the development prior to commencement of all construction. The street survey shall be completed by a Professional Engineer licensed in the State of Idaho assessing the existing conditions prior to commencement of any construction. At the conclusion of the project, a post-construction survey shall be completed by a Professional Engineer licensed in the State of Idaho assessing any damages caused by construction of the development. Developer shall mitigate and pay or otherwise reimburse City for all damages to the streets caused by construction of the development as directed by the City Engineer.

6.9. That Developer will reimburse the City for all costs associated with checking and approval of subdivision plats and improvement drawings.

6.10. That Developer shall prepare, execute, and record protective covenants that are not in variance with the zoning established by the City.

6.11. That Developer shall construct and install all such improvements in strict accordance with the filed and approved street (including adjacent arterial and collector roads), sewer, water, and drainage improvement plans and the City standard drawings and construction specifications current and in effect at the time the construction of said improvements is accomplished, or as otherwise agreed between the Developer and the City if the standards and specifications are more restrictive and onerous at the time of construction than at the time of the execution of this document.

6.12. That Developer shall pay or reimburse City for its reasonable share of all street improvements adjacent to the development, including water mains and lines, sewer lines, street paving, bridges, and other improvements such as but not limited to curb, gutter, sidewalks, and street lights, and does covenant that the City shall not have any maintenance responsibilities for the same until expiration of the two (2) year warranty period as provided for in the paragraph above, provided such improvements are constructed by Developer.

6.13. That Developer shall provide the City Engineer with at least fifteen (15) days advance written notification of when and of what portion or portions of said street

or utility improvements he intends to complete at that time. Developer agrees to make such modifications and/or construct any temporary facilities necessitated by such phase construction work as shall be required and approved by the City Engineer.

6.14. That Developer shall immediately upon the completion of any such constructed portion, portions, or the entirety of said development, notify the City Engineer and request his inspection and written acceptance of such completed utility or street construction.

6.15. That Developer hereby agrees that, upon a finding based upon the sole discretion of the City Council, duly entered in the official minutes of the proceedings of the City Council, that a portion or portions or the entirety of said utility or street improvements described in item 6.1. above, need to be completed, in the interest of the health, welfare, and/or safety of the inhabitants of the City, the Developer will within thirty days or such other reasonable time as defined by the City, construct said needed utility or street improvement. If Developer does not construct within said time after written notification of by the Council, the Developer will pay to the City the cost of such construction as the City shall order after conference with the Developer. Provided, however, the City Council shall not make the findings set forth in this paragraph except at a regular or special meeting of the Council and unless the Developer has been notified in writing of the time and place of such meeting of the City Council at least ten (10) days prior thereto and has been given an opportunity to be present in person or by counsel and to be heard on the merits of the proposed finding. At or before such hearing, the City Engineer shall furnish the Developer a cost estimate for completing said improvement. In the event the City elects to construct the utilities or street improvements as provided for in this Development Agreement and in the site plan, this Development Agreement shall, upon recording this Development Agreement, constitute a lien against all property in said Development other than those portions for which an occupancy permit has been issued.

6.16. That Developer further agrees that upon his having received written notification from the City Engineer that any of the requirements herein specified have not been complied with, the City shall have the right to withhold the issuance of any certificates of occupancy and the issuance of building permits within such annexed area until such time as all requirements specified herein have been complied with; provided, however, that the Developer shall have the right to appear before the City Council at any regular meeting after any Certificate of Occupancy shall have been denied and shall have the right to be heard as to why such certificate or certificates should be issued. The Council shall then decide whether such certificate or certificates shall be issued and its decision shall be final, except that the rights of parties are preserved at law and equity.

6.17. That Developer agrees and covenants that prior to any construction or any improvements upon any of the area herein agreed, there shall be a preliminary plat approved by the Planning and Zoning Commission and approved by the City Council and the City Engineer, as to any areas where improvements are to be commenced.

6.18. That Developer shall dedicate to the City that portion of the proposed property shown on the plats as public streets, easements, and public ways. Any property dedicated to the City for future expansion of a public street shall be landscaped in accordance with City standards and maintained by the Developer, until such time the property is sold. Then said property shall be maintained by the adjoining landowner, or their assigns until such time the roadway is constructed.

6.19. That Developer shall reimburse City for all past and future costs of publications relative to this development until the development is completed in full. Said costs shall include but are not limited to publication costs for notices of public hearings for development agreement and zoning changes, ordinance publication costs for development and public hearings, etc.

6.20. In accordance with Idaho Code 67-6537, surface water is required as the primary water source for irrigation. Developer shall construct said pressurized irrigation system consistent with pressurized irrigation system standards and based on approval by the City Engineer. Developer shall construct a pressurized irrigation system to service all lots, parcels, and common areas within the subdivision. Developer shall receive approval of the pressurized irrigation system design prior to installing any components of the system. Pressurized Irrigation system shall become property of the City of Ammon, provided the following criteria are met: 1) Construction of the system is complete; 2) Developer has shown the system is fully operational for one (1) full operational season; and 3) Developer has shown the system is capable of providing the primary water source for irrigation to all lots and parcels within the subdivision. Developer shall be responsible for all defects and deficiencies in the pressurized irrigation system for two (2) years from the date it is turned over to the City of Ammon. A guarantee of completion in accordance with City Code 10-29-17 shall be provided prior to issuance of building permits within the subdivision. Upon transfer of the system to the City of Ammon, the City shall be responsible for all operations and maintenance of the pressurized irrigation system. If surface water is not deemed reasonably available minimum compensatory groundwater rights, deemed acceptable by the City of Ammon, may be purchased and transferred to the City of Ammon in accordance with City Code 8-10.

6.21. That Developer agrees no well to provide culinary, irrigation or water for any other use without the written permission by the City Engineer, shall be drilled upon said property after the recording date of this development agreement. Further that any ground water rights including any existing well, lines or other infrastructure on the property shall be dedicated or transferred to the City of Ammon.

6.22. That prior to the approval of a final plat in said subdivision, Developer shall construct and install all Public improvements as required by the approved improvement drawings for said subdivision. Public improvements shall include but not be limited to: roads, phone, electric, public water, public sewer, fire protection, cable, fiber ducts, fiber vaults, lighting and required landscaping, curb, gutter, sidewalks and drainage systems.

6.23. That Developer shall be required to construct and install all Public improvements as required by the approved improvement drawings for each subdivision or division

thereof prior to the issuance of any building permit for said subdivision or produce a guarantee of completion in compliance with City Code 10-29-17. This guarantee of completion shall be provided in lieu of completing all infrastructure improvements prior to issuance of building permits within a subdivision as required in the City of Ammon.

6.24. That when arterial roadway or infrastructure is required as part of a preliminary plat on property located within this agreement; the Developer shall install street lights as required by the City Engineer on the improvement drawings for the development. Those lights shall meet the most current standards for arterial street lighting as adopted by the City of Ammon or the equivalent as offered by Rocky Mountain Power.

6.25. That Developer shall pay any front footage fees applicable to said property.

6.26. That Developer shall request that the City form a lighting district upon recording of a final plat related to this agreement. Said district shall include all public street/security lighting related to the property within the boundaries of this agreement. Developer agrees to pay for or reimburse City for all costs associated with the formation of said lighting district.

6.27. That Developer shall conduct and provide a traffic study in accordance with the current BMPO Access Management Plan Section 6.3. The traffic study shall be prepared and stamped by a Professional Engineer (PE) licensed in the State of Idaho which has expertise in traffic studies. See Exhibit B at the end of this document. The developer shall pay for all traffic improvements recommended by the traffic study that are necessary to address public health, safety and welfare. Prior to issuance of any Certificate of Occupancy for the Development, all traffic improvements recommended by the traffic study shall be complete and approved by the City Engineer.

6.28. That Developer shall provide required street markings and signage to match city standards and BMPO Connecting Our Communities directives to include such markings and signage as required by the City Engineer.

6.29. That Developer shall petition the Eastern Idaho Regional Sewer District (EIRSD) ~~or Iona Bonneville Sewer District (IBSD)~~ for approval to service the wastewater requirements of the subdivision. That Developer agrees to pay the EIRSD~~/IBSD~~ fee as constituted by EIRSD~~/IBSD~~ at prior to the time of the building permit application. Developer shall provide proof of payment to the City. Developer acknowledges that the City of Ammon cannot guarantee sewer capacity will be sufficient for the development and cannot award capacity on behalf of EIRSD~~/IBSD~~. Developer acknowledges that EIRSD~~/IBSD~~ provides wastewater treatment for this development and that the City of Ammon provides no representation to the Developer, by the signing of this agreement or otherwise, as to the availability of wastewater treatment. City shall not issue building permits until EIRSD~~/IBSD~~ provides written verification that the development can be served for wastewater treatment. All other requirements necessary for the issuance of building permits, as required by the city, must also be met.

6.30. Developer shall install fiber duct and handhold boxes as provided for by City standards for fiber installation at the time of construction. In addition, thereto, the City shall collect and the Developer/property owner shall pay, the amount set by the fee schedule as adopted by the City Council when the building permit is issued.

6.31. Developer and/or property owner shall designate on the required building site plan the location where fiber duct end will terminate. All installation of fiber duct and related infrastructure shall be installed pursuant to the standards adopted by the City of Ammon.

6.32. City shall, upon notification that the fiber duct has been installed, schedule installation of fiber and any other related equipment and infrastructure.

~~6.33. Developer shall pay the amount, as provided in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, per residential unit to be dedicated to parks and open space improvements within the general vicinity of the proposed development. All of the Parks Contribution Fees for the entire development shall be paid prior to issuance of any building permit.~~

6.34. Developer shall pay the Law Enforcement Contribution Fee, as provided in the current City of Ammon Fee Resolution at the time of the issuance of the building permit, for each commercial and/or residential unit.

7. **SPECIAL CONDITIONS**. That this Development Agreement shall be subject to the following special conditions. To the extent otherwise inconsistent, special conditions shall take the precedent over all other terms:

7.1. SC-1: Developer shall construct the frontage of Curlew Drive, including street, curb and gutter on both sides of the road, and sidewalks on the project side according to the standards required by the City Engineer prior to approval of any building permit for the Development. Developer shall be reimbursed by subsequent developments for the per lineal foot cost of construction of Curlew Drive as the property develops along Curlew Drive that is not a portion the Suitter Park Division 1 development.

7.2. SC-2: The Developer shall pay a frontage fee of $1,108,403.80 for development of John Adams Parkway, Curlew Drive north of John Adams Parkway, and bridge connecting to 25th East, as required in paragraph 6.12 and 6.25 above prior to first building permit.

7.3. SC-3: Developer shall extend and construct the entirety of Suitter Drive, Cougar Lane, and Backhand Drive, including street, curb and gutter on both sides of the road, and sidewalks on the project side according to the standards required by the City Engineer prior to approval of any building permit for the Development. Developer shall be reimbursed by subsequent developments for the per lineal foot cost of construction of Suitter Drive, Cougar Lane, and Backhand Drive as the property develops that is not a portion the Suitter Park Division 1 development.

7.4. SC-4: Developer shall connect to the City of Ammon pressurized irrigation system and meet the requirements of 6.20 of this agreement.

8. MISCELLANEOUS PROVISIONS.

8.1. Covenant Running with the Land/Successors and Assigns. Unless this Agreement is modified by mutual written agreement of the Parties or terminated by City, this Agreement and all conditions, terms, duties and obligations included in this Agreement shall be binding upon Owner, each subsequent owner of the Property and every person or entity acquiring any interest in the Property. This Agreement shall constitute a covenant running with the land burdening the Property in favor of City and shall be binding upon Owner, its successors in interest, personal representatives, heirs, vendees and assigns.

8.2. Waiver. Any waiver of any of the terms or conditions of this Agreement by City or Owner must be in writing to be effective and shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner of applying to any subsequent breach of any such or other covenants and conditions.

8.3. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered if delivered by hand to the party to whose attention it is directed, or when sent, seven (7) days after deposit in the U.S. Mail, postage pre-paid, or upon the sending of a facsimile, followed by a copy sent by U.S. Mail as provided herein, addressed as follows:

City:

City of Ammon
c/o City Administrator
2135 South Ammon Road
Ammon, Idaho 83406
(208) 612-4051 Phone
(208) 612-4009 Fax

Owner:
Eastern Idaho Commerce Center
ATTN: Robert Suitter
4682 W Montage Drive
Eagle, ID 83616

Or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

8.4. Attorney Fees. In the event either party to this Agreement is required to retain the services of an attorney to enforce its rights hereunder, the defaulting party shall pay to the non-defaulting party reasonable attorney fees and costs incurred as a result of such default whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.

8.5. Time is of the Essence. The parties hereto acknowledge and agree that time is hereby made expressly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

8.6. Requirement for Recordation. The City shall record this document, including all of the Exhibits, and submit proof of such recording to the Developer. This agreement must be signed within thirty (30) days of City approval. Failure to sign within thirty (30) days will result in this entire agreement being null and void.

8.7. **No Precedent.** Approval of the Standard Development Agreement shall not be considered a binding precedent for the issuance of other development agreements. The Standard Development Agreement is not transferable from one parcel of land to another.

8.8. **Police Powers.** Nothing contained herein is intended to limit the police powers of the City. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.

8.9. **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.

8.10. **Choice of Law.** This Agreement shall be governed by the laws and decisions of the state of Idaho.

8.11. **Certification of Compliance.** Developer hereby certifies pursuant to Section 67-2346, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

Developer hereby certifies pursuant to Section 67-2359, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently wholly or partly owned or operated by the Government of China or any company that is owned or operated by the Government of China.

IN WITNESS WHEREOF, the City has by motion duly passed, executed this agreement by the signature of the Mayor, attested by the City Clerk, and the Developer has caused this agreement to be duly executed the day and the year first above written.

CITY OF AMMON, IDAHO

By:_____
Brian Powell, Mayor

DEVELOPER

By: _____
Robert Suitter, Eastern Idaho Commerce Center

ATTEST:

_____
Joanna Dahm, City Clerk

STATE OF IDAHO
County of Bonneville

On this _____ day of _____, 2026 before me the undersigned, a Notary Public in and for said State, personally appeared Brian Powell, known or identified to me to me be the Mayor of Ammon, the municipal corporation that executed the attached Development Agreement and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF: I have set my hand and affixed my official seal the day and year first above written.

_____

Notary Public for the State of Idaho
Residing in Bonneville County, Idaho
Commission Expiration Date: _____

STATE OF IDAHO
County of Bonneville

On this _____ day of _____, 2026 before me the undersigned, a Notary Public in and for said State, personally appeared Developer name, known or identified to me to be the individual that executed the attached Development Agreement and acknowledged to me that such corporation executed the same.

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

_____
Notary Public for the State of Idaho
Residing in Bonneville County, Idaho
Commission Expiration Date:_____

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

SUITTER PARK DIVISION NO. 1 BOUNDARY DESCRIPTION

A PARCEL OF LAND TO BE SUBDIVIDED INTO LOTS AND ROADS LOCATED IN NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN AND RUNNING THENCE NORTH 89°29'43" WEST 643.77 FEET AND SOUTH 0°30'17" WEST 888.91 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°07'12" EAST 616.63 FEET, ALONG THE WEST LINE OF THE WHITE PINE CHARTER SCHOOL PROPERTY RECORDED AS ENTRY NUMBER 1756431 TO THE NORTH LINE OF JOHN ADAMS PARKWAY AND A POINT OF NON-TANGENT CURVATURE; THENCE ALONG JOHN ADAMS PARKWAY AS DESCRIBED ON THE QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 1719936 THE FOLLOWING SEVEN (7) CALLS;
1. 144.31 FEET ALONG THE ARC OF A 570.03 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°30'17” WITH A LONG CHORD OF NORTH 52°24'02” WEST 143.92 FEET TO A POINT OF A COMPOUND CURVE;
2. 271.43 FEET ALONG THE ARC OF A 411.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°50'22” WITH A LONG CHORD OF NORTH 78°34'23” WEST 266.53 FEET TO A POINT OF TANGENCY;
3. SOUTH 82°30'26” WEST 35.86 FEET TO A POINT OF CURVATURE;
4. 47.93 FEET ALONG THE ARC OF A 48.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°14'43” WITH A LONG CHORD OF NORTH 68°52'13” WEST 45.99 FEET TO A POINT OF TANGENCY;
5. NORTH 40°14'51” WEST 33.74 FEET TO A POINT OF CURVATURE
6. 46.57 FEET ALONG THE ARC OF A 76.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°52'52” WITH A LONG CHORD OF 22°48'25” WEST 45.86 FEET TO A POINT OF TANGENCY;
7. NORTH 5°21'59” 4.66 FEET TO THE EAST LINE OF CURLEW DRIVE; THENCE NORTH 00°18'11" EAST 411.52 FEET ALONG THE EAST LINE OF CURLEY DRIVE; THENCE SOUTH 44°52'01" EAST 28.50 FEET; THENCE NORTH 89°59'00" EAST 470.16 FEET, TO THE POINT OF BEGINNING;
CONTAINS 246,507 SQUARE FEET OR 5.659 ACRES

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BMPO ACCESS MANAGEMENT PLAN

Date:	October 15, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding amending the Granite Creek Development Agreement

Granite Creek Development Agreement Amendment

Summary of Analysis

1. On April 21, 2021 the Granite Creek Division 2 and Successive Divisions Development Agreement was approved. This agreement requires improvements to 49th South prior to building permits in Division 3.
2. The developer had previously signed out of having Ammon Fiber installed in the subdivision. He is currently requesting that all of the fiber components be installed by the City in Division 3. We have agreed with an additional cost for this division, all divisions moving forward shall be installed as shown in the development agreement at the current rate in the Fee Resolution.
3. The Parks and Law Enforcement fees were not included in the previous agreement and may be included in the amended agreement, negotiated, or waived. There is a designated area in the southeast corner of the development for a retention pond that is large enough for a City park.
4. The developer is requesting an amendment to allow delayed construction of 49th South until after Division 3 residential construction is completed or as late as construction in Division 4. The amended agreement includes only the frontage along Granite Creek and the requirement for completion prior to approval of the final plat for Division 4.
5. The amended agreement contains the following special conditions:
    a. SC-1 Improvements along the north and south side of East 49th South along the frontage of the Granite Creek development in compliance with the current BMPO Access Management Plan.
    b. SC-2 Installation of street lights at the intersections of arterial streets
    c. SC-3 Payment per lot for incurred costs of well, storage tank, and property for Well 13.
    d. SC-4 An agreement with the City of Idaho Falls regarding the construction of the intersection of South 25th East and East 49th South, including preparation for the traffic signal at this intersection. Idaho Falls has made this request in a previous meeting.
    e. SC-5 Dedication of the remainder of right of way for Thousand Springs Road which is already shown as a utility easement, and shown on improvement drawings, which is a requirement in the Granite Creek Division 1 Development Agreement under SC-6.
    f. SC-6 Street markings and signage to match City and BMPO standards
6. Granite Creek Commercial Division 1 is required to complete the west side of Thousand Springs Road in Special Condition 5 of their development agreement.

Parcel Characteristics

- General Location: north of South 65th East, east of South 25th East, south of East 49th South, and west of Ammon Road

Current Agreement Requirements	Amended Agreement Requirements
No parks contribution fee required, retention pond in Division 13 will provide park space	Park contribution fee may be included, negotiated, or waived with construction of park to City of Ammon standards
No law enforcement contribution fee required	Law enforcement contribution fee is required
Decided not to opt in to Ammon Fiber	Will include Ammon Fiber
Improve south side of E 49th S along frontage to S 25th East prior to building permits in Division 3 no reimbursement	Improve north and south side of E 49th S along frontage to S 25th E with the possibility of reimbursement
Contract with Idaho Falls regarding construction of intersection of S 25th E and E 49th S required	Contract with Idaho Falls regarding construction of intersection of S 25th E and E 49th S required including preparation for signal
Provide proper street signage	Provide proper street signage
Roadway pavement survey of Division 1 prior to construction	Pre-construction survey of existing streets
Not required	Street lights at the intersection of arterials
Not required	Per lot fee for Well 13, storage tank, and property
Right of Way for Thousand Springs Road at the time it appears on Improvement Drawings	Right of Way for Thousand Springs Road within an established time period