AMMON CITY COUNCIL MEETING
November 05, 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 12, 2026, Work Session
- November 19, 2026, City Council
- December 03, 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 Wheeler
- Prayer – Council Member Hamberlin

AWARDS CEREMONY:

1. **Mayor's Community Service Awards**

CONSENT AGENDA:

1. Accounts Payable Report: Exhibit A
2. Minutes: October 08 and 15, 2026 – Regular Meeting - Page 2
3. Addendum to Sanitation Agreement with Eagle Rock Sanitation - Page 12
4. Findings of Fact and Conclusions of Law for Cutler Rezone - Page 17

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

ACTION ITEMS:

1. **Consideration of Ordinance 752 - Ron's Tire Ammon Subdivision Public Utility Easement Vacation** - *(Cindy Donovan, City Planner)* - Page 27
2. **Consideration of the North Village Division 5 and 6 Standard Development Agreement** - *(Cindy Donovan, City Planner)* - Page 35

DISCUSSION ITEMS:

1. **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: 753

AMMON CITY COUNCIL MINUTES
THURSDAY, OCTOBER 08, 2026 – 4:30 P.M.
2135 SOUTH AMMON ROAD

WORK SESSION AGENDA

DISCUSSION ITEMS:

1. **Utility Payment Late Fee Discussion** - *(Jennifer Belfield, Finance Director)*
2. **Starter Home Subdivision Ordinance Research and Proposal** - *(Heather McBride, Assistant Planner)*
3. **Model Home Ordinance Discussion** - *(Heather McBride, Assistant Planner & Kris Oswald, City Council)*
4. **Granite Creek Development Agreement** - (*Cindy Donovan, City Planner)*

ADJOURN

MINUTES

City Officials Present:		**City Officials Absent:**
Mayor Brian Powell	City Attorney Weston Davis	
Council President Scott Wessel	City Administrator Micah Austin	
Councilmember Nolan Wheeler	City Clerk Joanna Dahm	
Councilmember Kris Oswald	City Planner Cindy Donovan	
Councilmember Heidi Boyle	City Engineer Morgan Stewart	
Councilmember Jeff Fullmer	Finance Director Jennifer Belfield	
Councilmember Sid Hamberlin	Assistant Planner Heather McBride	
	Public Works Director Rick Gehrke	
	Customer Solutions Supervisor Crystal Byington	

CALL TO ORDER:
Mayor Brian Powell called the meeting to order at 4:30 p.m.

DISCUSSION ITEMS:

1. **Utility Payment Late Fee Discussion** - *(Jennifer Belfield, Finance Director)*
   Mayor Powell stated this came up last week when a resident came to City Council concerned about the late fees being charged for utility services.

   Jennifer Belfield started the conversation, describing the history of the late fee rates. In 2010 the late fee was updated from $0.50 to $1.00, then in 2018 we updated the fee to $5.00, as well as

changing the process to charge the late fee after one week late, previously it was charged the day after it was late. In 2024, the late fee was updated to $10.00. These late fees help cover the processing costs, as well as postage, paper, and staff time. Finance Director Belfield stated they want people to pay their bills on time, they do not want to charge the late fees. It is a cash flow issue however, when customers do not pay their bills on time as we budget so conservatively, we need the cash to pay the bills. She also explained that staff is very understanding and does write off late fees, if it was an oversight or a customer had an issue with the automatic billing. They try to be flexible. On average they write off $200 monthly in late fees. She stated that as late fees have gone up the number of customers paying late has gone down. She did let the council know they don't take many complaints concerning the late fees. People just pay them.

Council Member Boyle asks why we do a flat fee, instead of a percentage. Jennifer stated it is a minimum of the flat fee or 18%, whichever is greater. Council Member Fullmer asked City Attorney Davis if the City is in compliance and not charging excessive. City Attorney Davis stated that as long as the City is not making a profit, they are covering their costs, then they are not excessive and are considered reasonably related to the costs.

2. **Starter Home Subdivision Ordinance Research and Proposal** - *(Heather McBride, Assistant Planner)*
   Assistant Planner McBride presented a draft ordinance and stated staff has been working diligently to establish a Starter Home Subdivision Ordinance. Idaho Falls established a committee and herself and Council Member Boyle went to the meetings. Staff has met with the City of Idaho Falls twice, as well as a meeting with Ammon staff to draft the proposed ordinance. The next step is to hold public information meetings at the end of October. We want to provide education to the public before the public hearing. We plan to hold the public hearing in December. This is a blend of State Code and the Idaho Falls direction, ours will differ slightly as Idaho Falls has different zoning requirements. Assistant City Planner McBride explained lot sizes and set back requirements.

   Council President Wessel asked if we have any potential properties in Ammon that would qualify for this. Assistant Planner McBride stated yes there are a few.

3. **Model Home Ordinance Discussion** - *(Heather McBride, Assistant Planner & Kris Oswald, City Council)*
   Assistant City Planner McBride stated we had a few issues with model home requests last year, Council Member Oswald asked that we discuss this. Assistant Planner McBride stated the difference between needing a conditional use permit or not.

   Council Member Oswald discussed concerns with model homes being used as commercial office space. That's not right for a neighborhood. I am fine with a model home being used as such but not as a commercial office space. I feel we do need to amend our ordinance. Council discussed current and past model homes throughout the City Assistant Planner McBride explained that a time limit on model homes after the certificate of occupancy is issued may resolve concerns with a model home affecting an established subdivision. Council directed staff to bring an amendment with a three year maximum time limit for model homes.

4. **Granite Creek Development Agreement** - (*Cindy Donovan, City Planner)*
   City Administrator Austin stated they have paid their fees, so it is now in discussions, this can be

discussed here but no more side discussions or visiting the site.
City Planner Donovan presented to the City Council the history of the Granite Creek Development, and previous divisions. City Planner Donovan went through the potential changes that would be included in the amendment. City Planner Donovan stated the developer is requesting a delay construction for 49th S until division 3 is completed. This is all about negotiating. City Planner Donovan reads the special conditions. Kirk Woolf, the Developer explained his reasoning for requesting an amendment to the development agreement delaying the construction of S 49th East.

Miscellaneous

Council President Wessel motion to adjourn

ADJOURN at 7:18 pm

_____
Brian Powell, Mayor

_____
Joanna Dahm, City Clerk

AMMON CITY COUNCIL MINUTES
THURSDAY, OCTOBER 15, 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 Hamberlin
- Prayer – Council Member Fullmer

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

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)*
2. **Consideration of Cutler Rezone from RP-A to R1-A** - *(Cindy Donovan, City Planner)*
3. **Consideration of the North Village Division 5 Final Plat** - *(Cindy Donovan, City Planner)*
4. **Consideration of the North Village Division 6 Final Plat** - *(Cindy Donovan, City Planner)*
5. **Consideration of the North Village Division 5 and 6 Standard Development Agreement** - *(Cindy Donovan, City Planner)*
6. **Consideration of the Suitter Park Subdivision Master Plan** - *(Cindy Donovan, City Planner)*
7. **Consideration of the Suitter Park Subdivision Division 1 Preliminary Plat** - *(Cindy Donovan, City Planner)*
8. **Consideration of the Suitter Park Subdivision Division 1 Standard Development Agreement** - *(Cindy Donovan, City Planner)*

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

ADJOURN

MINUTES

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

CALL TO ORDER:
Mayor Brian Powell called the meeting to order at 6:05 p.m. Council Member Hamberlin led the pledge of allegiance and Council Member Fullmer gave a prayer.

CONSENT AGENDA:

Accounts Payable Report: Exhibit A
Minutes: October 01, 2026 – Regular Meetings

It was moved by Council Member Boyle and seconded by Council Member Fullmer to approve the Consent Agenda
Wheeler, absent; Oswald, yes; 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) - None

ACTION ITEMS:

1. **Request from Eagle Rock Sanitation to Increase Commercial Sanitation Rates -** *(Micah Austin, City Administrator)*

City Administrator Austin started the conversation by talking about the background starting in 2019. We did an RFP, we used to service all commercial services ourselves, but we found our costs were about 20-30% more than an outside company. The decision was made to off load those services. One of the things they had to agree to was that they cannot raise their own rates without approval from the City Council. At this time they are requesting a rate increase that is entirely tied to the Bonneville County tipping fees. These rates will not be charged until Bonneville County begins charging Eagle Rock Sanitation.

Council President Wessel asked if diesel goes down will the surcharge be eliminated? City Administrator Austin stated no.

Council paused the conversation waiting on Kim Galloway from Eagle Rock.

Discussion resumed at 7:14pm, now that Kim Galloway is present at the meeting.

Kim Galloway-6285 W 33rd S, Idaho Falls

Mayor Powell asks about the rate, your rate increase is about 180% of the increase. Kim stated it was our calculation based on the weight divided by the cubic yards. Is commercial waste heavier than residential waste? Kim stated yes it is about 250 pounds per cubic yard. Is the rate the same for anywhere else you are picking up? Kim stated yes, we run trucks throughout all of Bonneville county. Mayor Powell asked if they could charge less. Kim stated the fuel surcharge will drop off at about $3.00 per gallon. City Administrator Austin asked if they would be increasing if it wasn't for the tipping fees. Kim stated no.

Council President Wessel do you anticipate a date this will go into effect? We are waiting in the county. Probably January or February.

It was moved by Council President Wessel and seconded by Council Member Fullmer to approve Request from Eagle Rock Sanitation to Increase Commercial Sanitation Rates, Council President modifies motion to include subject to verification and additional addendum, Fullmer seconds the motion
Wheeler, absent; Oswald, yes; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

2. **Consideration of Cutler Rezone from RP-A to R1-A** - *(Cindy Donovan, City Planner)*

City Planner Donovan addresses the Council. Staff recommends denial not in compliance. City Planner Donovan reads through the staff report.

It was moved by Council President Wessel and seconded by Council Member Hamberlin to approve Cutler Rezone from RP-A to R1-A
Wheeler, absent; Oswald, yes; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

3. **Consideration of the North Village Division 5 Final Plat** - *(Cindy Donovan, City Planner)*

City Planner Donovan addresses the council. Staff recommends approval. City Planner Donovan reads the staff report.

Curtis Johnson-4593 Sunrise Lane, Iona

Council President Wessel asks about construction access, why don't they have one. Curtis Johnson stated they have not done it before. The drivers know to only use the one access point. They will sweep and spray the streets down with water.

City Engineer Stewart stated that due to fire codes they have to use both access points, and do not have additional room to put in a 3rd access for construction purposes.

It was moved by Council President Wessel and seconded by Council Member Oswald to approve the the North Village Division 5 Final Plat
Wheeler, absent; Oswald, yes; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

4. **Consideration of the North Village Division 6 Final Plat** - *(Cindy Donovan, City Planner)*

City Planner Donovan addressed the City Council, staff recommends approval. City Planner Donovan reads the staff report.

Council President Wessel asks what the non-buildable lots will be, City Planner Donovan stated those will be green space. Mayor Powell asks when they anticipate construction. Curtis Johnson stated they hope to start this fall and work through the winter. Will start the bridge and get it built before the water comes through.

It was moved by Council Member Fullmer and seconded by Council Member Hamberlin to approve the North Village Division 6 Final Plat
Wheeler, absent; Oswald, yes; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

5. **Consideration of the North Village Division 5 and 6 Standard Development Agreement** - *(Cindy Donovan, City Planner)*

City Planner Donovan addressed the City Council, staff recommends approval. City Planner Donovan reads the staff report.

Curtis stated they have met all the open space requirements as requested, we have had a lot of residents as they have moved in, and have requested a park. We have been telling them no, it's open space. As more people have requested it we thought maybe we should add a park between division 4 and 5. As I see this we are paying a contribution fee and we are building a park, so we are paying double. We have a dilemma: do we build a park or do we do the open space. By the time this project is done we will have contributed $520,000. We have put in $280,000 in open space already. The Council President asked who would maintain it. Curtis stated the HOA would. Wants to divert contribution fees for division 5 and 6 to putting in the park and pickleball courts in the subdivision. We have already contributed $428,000 through division 4.

City Attorney Weston Davis by stating that by allowing neighborhood parks you are alleviating the strain on the other city parks. City Attorney Davis also stated that the city can't rely on it being a public park, as it is a private park.

It was moved by Council Member Oswald and seconded by Council Member Wessel to table the North Village Division 5 and 6 Standard Development Agreement until further discussion
Wheeler, absent; Oswald, yes; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

Council Member Boyle leaves the meeting at 7:34 pm

6. **Consideration of the Suitter Park Subdivision Master Plan** - *(Cindy Donovan, City Planner)*

Assistant Planner Heather McBride addresses the Council and reads the staff report.

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

7. **Consideration of the Suitter Park Subdivision Division 1 Preliminary Plat** - *(Cindy Donovan, City Planner)*

Heather McBride addresses the Council, and reads the staff report.

John Dupree-Mountain West Engineering - 112 West Main St, Rigby- I was asked by my client, who was unable to attend tonight, to read a written statement. Mr. Dupree reads a statement from a client. Mayor Powell stated there are a lot of requests. Mayor Powell asked City Planner Donovan if everything was discussed previously. City Planner Donovan stated all fees and construction were discussed. City Attorney Davis, stated that considering there are a number of issues that were brought up, if we could get that statement and allow staff to follow up, so the City Council can understand the information. The City Council was prepared to make a decision based on the information that was provided in the packet. Mayor Powell stated when things are brought up that we didn't have time to review it gives us pause. Mr. Dupree stated the prospective buyer would love for this to be tabled.

Steve-Mountain West Engineering-112 West Main,Rigby - To add to what John has said the main thing we are looking at is to develop one lot the only way to get access is to split the road. The issues are the buyer is being required to make improvements on all sections of the road further than the property lines.

City Administrator Austin, we met with the prospective buyer and discussed each item in detail.

Council President Wessel, aren't costs reimbursable from other buyers? City Planner Donovan stated yes.

City Attorney Davis stated it would be best if you give the written statement to the City Clerk, and then it can be reviewed further and then the City Council will be better equipped to answer questions.

The written statement was given to the City Clerk.

It was moved by Council Member Fullmer and seconded by Council Member Hamberlin to table the the Suitter Park Subdivision Division 1 Preliminary Plat under further discussion
Wheeler, absent; Oswald,yes; Wessel, yes; Boyle, absent; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

8. **Consideration of the Suitter Park Subdivision Division 1 Standard Development Agreement** - *(Cindy Donovan, City Planner)*

It was moved by Council Member Fullmer and seconded by Council President Wessel to table the Suitter Park Subdivision Division 1 Standard Development Agreement until further discussion

Wheeler, absent; Oswald, yes; Wessel, yes; Boyle, absent; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

DISCUSSION ITEMS:

1. **Granite Creek Division 3 Standard Development Agreement** - *(Cindy Donovan, City Planner)*
   City Planner Donovan addresses the City Council- she stated she did send out the staff report again as well as a chart to help everyone understand what is in the current agreement and what would be included in the new agreement. The current agreement has no parks contribution fees required, and the retention pond in division 13 would provide space and that would be a City Park. No law enforcement contribution fee was required previously, but now would be required. Previously they didn't opt into Ammon Fiber, we will include that Ammon Fiber at this point and the developer has agreed to that. Improvements to the South side of E 49th S along the frontage to S 25th E, prior to building permits in division 3, with no reimbursement possibilities. That is in the current agreement. The new agreement improves the North and South side of E 49th S, along the frontage to S 25th E with the possibility of reimbursement.
   A contract was required in the original agreement with Idaho Falls for the construction of Intersection of 49th and 25th, but the contract with Idaho Falls would remain. Would include the preparation for the signal that would be placed at that intersection, with the proper street signage required in both. Roadway pavements in the current agreement, roadway preconstruction survey of the existing streets is now in the amended agreement. There was no requirement for street lights at the intersections of arterials, we are now requiring street lights at intersections. There were no per lot fees for well 13 and storage tank and property, which is now being required. Right of Way for Thousand Springs Road was the current agreement, those improvements have shown up on drawings, those came in with the commercial piece to the West. We are now requiring the right of way for Thousand Springs Road with an established time period. We would like to have the Right-of-Way property within 30 days of the agreement.

   City Planner Donovan stated they don't have their pressurized irrigation system at this point. We have run into this issue in previous developments, being hooked up to their culinary water supply and causing cross contamination. We want to have that in place before CO's are issued.

   Mayor Powell asked if the developer has seen the updated requirements. City Planner Donovan stated it was sent but she has not heard back. Mayor Powell stated this is probably a win for the City and the Developer. Mayor Powell would like to tighten up the time lines, or at least a firm timeline. Cindy stated at this point he has had 5 years, that 49th was supposed to be done before division 3 building permits, that is where my concern is.

   Council President Wessel asked if we have received requests for building permits in division 3. City Planner Donovan stated the home builder started putting in requests for building permits about 6 weeks ago, we have been working with them and letting them know what is going on and where the process is. They have paid the developer money. We have not billed them for the building permits or done anything with them. Council Member Hamberlin asked City Planner Donovan if she thinks it is a financial issue. She stated no.

   City Planner Donovan stated the developer wants to wait on finishing the Thousand Springs with division 4, the issue is once division 3 is in that is 40 homes with only 1 ½ roads. That is an issue.

Council Member Hamberlin stated he feels we need to hold these developers responsible.

2. **Miscellaneous**

Council Member Hamberlin- EIRSD project is delayed by roughly 3 weeks, as they are waiting on parts. The Sheriff's office has stated if any council members would like a tour of the jail please reach out.

Mayor Powell- As you can see the remodel is still in progress, the goal is to be done at the end of October, before the November meetings start back up.

Council Member Oswald- Bonneville County Sheriff's Office has welcomed a new Sgt-Ryan Krumblis, we met him yesterday and he is great.

City Engineer Morgan Stewart-1st street out to bid as of noon today, closes November 10th. A press release was sent out. Construction will begin March 30-May 5th.

City Planner Donovan- Traffic commission updated, waived bike lane parking citation due to the way they were striped. Yield signs on Twozer lane. Bonneville County will be having a public hearing, property is contiguous, single family homes. We would be interested in annexation. They didn't follow the protocol possibly due to them having new staff. Cottonwood estates, already an existing part of the city.

Jeff Fullmer-Curlew round-a-bout has no lights, it is extremely dark when going through there at night, can we get some sort of lighting added?

City Clerk Dahm - Just as a reminder to those who signed up for the AIC Fall district meeting, it is next Tuesday, October 20th.

City Administrator Micah Austin- I was able to speak to Colter Hanson, he says the Turtle Bay Club House is sold as ownership, not membership. He stated he has documents to prove that, he also stated he doesn't use it for commercial purposes or rent it out. He has asked for an email from the City with all questions listed out and he will take it to the board of directors and they will draft an official response.

Council Member Hamberlin motion to adjourn

ADJOURN at 8:50 p.m.

_____

Brian Powell, Mayor

_____

Joanna Dahm, City Clerk

ADDENDUM #2 TO COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT

This Addendum to Commercial Solid Waste Collection Services Agreement ("Addendum") is made effective as of October 15, 2026, 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, and as previously amended in May 2024, 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 are shown in Exhibit C to this Agreement. In October 2026, and at the request of ERS, the Ammon City Council approved an increase in the total charges for collection services to include a pass-through Bonneville Disposal Fee. Updated rates for October 15, 2026, and forward, are shown in Exhibit C 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. 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 without explicit addendum. Rates may reduce to reflect the actual Bonneville Disposal Fee should the actual cost amount anticipated by Exhibit “C” be less than reflected.

12A. Annual Rate Review.

Notwithstanding the foregoing, the rates for commercial solid waste collection services, including but not limited to the base rates, surcharges, and the Bonneville Disposal Fee, shall be reviewed by the City Council at least once annually in conjunction with the City of Ammon's review of all other fees for municipal services. ERS shall provide necessary financial or operational documentation upon request to support the annual review process.

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, or any prior addendums, 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 _____, 2026.

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 _____, 2026, 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 _____, 2026, before me the undersigned, a Notary Public for Idaho, personally appeared Brian Powell, known to me to be the Mayor of the City of Ammon, Idaho, that he executed the instrument or the person who executed the instrument on behalf of said City of Ammon, Idaho, and acknowledged to me that City of Ammon, Idaho 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 C - 2026 RATES

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**
	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**

Date:	November 5, 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 Findings of Fact and Conclusions of Law

Summary of Analysis

1. City Council, by unanimous vote, denied the request of rezoning 0.469 acres in Bridgewater Division 9 to R1-A on October 15, 2026
2. The Findings of Fact and Conclusions of Law are based on the following information:
    - Not being harmonious with the density and character of the existing neighborhood
    - Not compliant with the transitional zoning encouraged in the Comprehensive Plan
    - The proposal would put the Bridgewater Division 9 R1-A density over the 4.0 units per acre based on the current net density requirements if the lot is subdivided.
    - Rezone will cause a depreciation in surrounding home values due to inconsistent density in deviation of the Comprehensive Plan and map for the area.

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 Zone: RP-A
- Requested Zone: R1-A

Motion

I move to approve the Findings of Fact and Conclusions of Law regarding the Cutler Rezone Request.

Attachments:

1. Vicinity Map
2. Findings of Fact, Conclusions of Law

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



IN RE:	APPLICATION NO. A2026-020
SHAYLEE CUTLER **CUTLER REZONE REQUEST**	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION**

APPLICANT:	**SHAYLEE CUTLER**
OWNER:	SHAYLEE CUTLER
PROJECT:	CUTLER REZONE REQUEST
APPLICANT REQUEST:	Applicant requests a rezone of 0.469 acres presently zoned RP-A Residence Zone into R1-A Residence Zone
LOCATION:	Bridgewater Division 9, Block 13, Lot 15
EXISTING ZONING:	RP-A Residence Zone
SURROUNDING ZONING:	RP-A and R1-A
SURROUNDING USE:	Residential
PARCEL SIZE:	0.469 acres

SECTION 1: BACKGROUND FACTS

Summary of Application

- Applicant requests to rezone 0.469 acres from RP-A Residence Zone.
- Applicant's proposal would allow for more densely populated attached residential zoning (R1-A) than presently permitted by the City in the current zoning (RP-A).

Notices & Hearings

- Planning and Zoning Commission (the "***Commission***")
    - *Publication Notice*: At least 15 days prior to the public hearing, on September 18, 2026, notice of the Commission's public hearing on the forgoing application was *published* in the Post Register newspaper in Bonneville County in accordance with I.C. § 67-6511.
    - *Mailing Notice Adjoining Property Owners*: At least 15 days prior to the public hearing, on September 16, 2026, notice of the Commission's public hearing was *mailed* to adjoining property owners within 300 feet in accordance with I.C. § 67-6511.
    - *Additional Mailing Notice*: At least 15 days prior to the public hearing, on September 16, 2026, notice was also mailed to (1) applicable utility providers and (2) applicable political subdivisions providing services to the property. I.C. § 67-6511.
    - *Posting Notice*: No less than 1 week prior to the public hearing, on September 23, 2026, notice of the Commission's public hearing on the forgoing application was *posted* on the Property in accordance with I.C. § 67-6511.

- *Hearing:* Public Hearing #2026-013 was held before the Commission on October 7, 2026 where it also approved its reasoned statement.

- City Council (the "***Council***")
  - No public hearing was held before the Council.

SECTION 2: DECISION STANDARDS & PROCEDURES

Standards

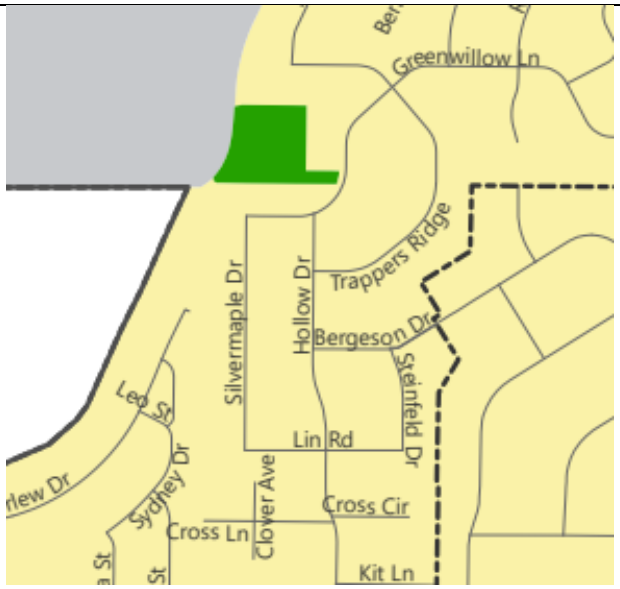
- Unless otherwise stated by City Code, the Commission is a recommending body to the Council. *See* Ammon City Code § 2-1-5 and §10-10 and I.C. § 67-6511(2) (zoning). Recommendations from the Commission are not binding on the Council. The decision of the Council is constrained to the record created at hearing and applicable law.
- Zoning decisions must consider applicable provisions of the comprehensive plan, local ordinances and regulations, and applicable services of those political subdivisions who serve the property. I.C. § 67-6511(2).
- Planning and zoning actions are entitled to a strong presumption of validity in application and interpretation of local ordinances.
- Review of Council decision is subject to the following:

> 67-5279. SCOPE OF REVIEW — TYPE OF RELIEF.
> (1) The court shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact.
> […]
> (3) When the agency was required by the provisions of this chapter or by other provisions of law to issue an order, the court shall affirm the agency action unless the court finds that the agency's findings, inferences, conclusions, or decisions are:
> (a) In violation of constitutional or statutory provisions;
> (b) In excess of the statutory authority of the agency;
> (c) Made upon unlawful procedure;
> (d) Not supported by substantial evidence on the record as a whole; or
> (e) Arbitrary, capricious, or an abuse of discretion.
> If the agency action is not affirmed, it shall be set aside, in whole or in part, and remanded for further proceedings as necessary.
> (4) Notwithstanding the provisions of subsections (2) and (3) of this section, agency action shall be affirmed unless substantial rights of the appellant have been prejudiced.
> […]

SECTION 3: APPLICABLE STANDARDS AND CRITERIA AUTHORITY

Applicable Sections of Comprehensive Plan to Application:

- **2018 Comprehensive Plan**, as amended by Resolution 2023-003R
- **Future Land Use Map dated January 15, 2026**, adopted by Resolution 2026-001R, Public Hearing 2025-019. Key: City of Ammon boundary within the heavy black dashed line low density (yellow), park (green), and industrial (gray).



- **Chapter 1 Foreword, page 5**: This Ammon Comprehensive Plan is intended to guide development in the City of Ammon in a manner that achieves the shared vision expressed by its citizens for the future of their city, their communities, and their neighborhoods.
- **Chapter 2. Purpose, page 6:** "This Comprehensive Plan is intended as a pathway for achieving a shared vision for the future of the City of Ammon as it continues to age, change, and grow. The plan will serve as a framework for decisions regarding existing and new developments in Ammon for the foreseeable future."

Applicable Sections of Zoning Code to Application:

- **Chapter 1 Purpose 10-1-2:** PURPOSE: The zone boundaries and regulations made in accordance with a comprehensive plan designated to promote the health, safety, peace, convenience, and general welfare of the inhabitants of Ammon.
  - A. To promote the orderly growth and development of the City in accordance with the Comprehensive Plan.
  - F. To protect property values
  - G. To avoid undue concentration of population and prevent the overcrowding of land.
  - I. To promote and foster a wholesome, serviceable, and attractive City.
- **Chapter 1 Declaration 10-1-3**: In establishing the zones, the boundaries thereof and the regulations applying within each of the zones, due and careful consideration was given, among other things, to the suitability of land for particular uses with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City.
- **Chapter 4 Amendments 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. The official zoning map of the City shall be amended after any re-zone, annexation or other change to this title that may affect the official zoning map. It shall be the policy of the City to display and have available the most up to date zoning map as possible. Any change to the official zoning map shall be considered adopted after

any ordinance effecting this Title as it relates to the official zoning map of the City has been published.

- **Chapter 13 RP-A Residence Zone (current zone) 10-13-1:** GENERAL OBJECTIVES AND CHARACTERISTICS OF ZONE: The objective in establishing the RP-A Residence Zone is to provide a residential environment within the City which is characterized by smaller lots and somewhat denser residential environment than is characteristic of the RP Residence Zone. Nevertheless, this zone is characterized by spacious yards and other residential amenities adequate to maintain desirable single-family residential conditions. The principal uses permitted in this zone shall be single-family dwelling units and certain other public facilities needed to promote and maintain stable residential neighborhoods. No single lot, regardless of the status of platting in the RP-A Residence Zone shall contain more than one dwelling unit, except as specifically allowed by this Title. This zone does not allow density that will exceed 2.5 living units per acre.
- **Chapter 14A R1-A Residence Zone (requested zone) 10-14A-1: GENERAL** OBJECTIVES AND CHARACTERISTICS OF ZONE: The objective in establishing the R1-A Residence Zone is to provide a residential environment within the City which is characterized by somewhat smaller lot width. Also characteristic of this zone are residential amenities adequate to maintain desirable residential neighborhoods. The principal permitted uses in the R1-A Residence Zone shall be single-family dwelling units and one structure containing two (2) single-family dwelling units as ordinarily referred to as townhouses and certain other public facilities which are necessary to promote and maintain stable residential neighborhoods. This zone does not allow density that will exceed four (4.0) dwelling units per acre.
- **Chapter 37 Residential District Uses 10-37-2 (A)**
    - RP-A properties require a minimum lot size of 13,000 square feet, 1,200 square feet of living space for a single-story home, 2,000 square feet of living space for a two-story home, a minimum 90-foot lot width, and ten-foot side yards.
    - R1-A properties require a minimum lot size of 6,000 square feet, 1,000 square feet of living space for a single-story home, 1,500 square feet of living space for a two-story home, a minimum 52-foot lot width, and eight-foot side yards.

SECTION 4: FINDINGS OF FACT

Based upon the record and testimony presented to the Council, IT FINDS THE FOLLOWING FACTS:

Relevant Uncontested Facts

A. The property is currently zoned RP-A and was platted as part of Bridgewater Division 9, recorded on August 14, 2020. The property is a buildable residential single family detached lot.

B. The property is surrounded on the North, South, and East by RP-A zoning, single-family detached homes, which does not allow housing density of greater than 2.5 homes per acre with a minimum lot size of 13,000 ft^2. This surrounding RP-A zone in the existing subdivision provides spacious yards and larger homes.

C. The proposed rezone of the subject property to R1-A would have approximately two times smaller minimum lot sizes (6,000 ft^2), which would result in an entitlement to the subject lots being approximately one-half the size of the lots immediately to the North, East, and South.

D. The Comprehensive Plan Future Land Use Map depicts the property as low density residential.

E. The current RP-A zone is an applicable zone in low density residential areas.

F. The Bridgewater Subdivision has existed for almost twenty (20) years with large homes protected by a homeowner's association (HOA).

Reasoned Findings on Relevant Contested/Conflicting Facts

G. Surrounding citizens of homes of RP-A zoning disagreed with the introduction of attached homes away from Silvermaple Drive, which are not consistent with the existing detached homes along Lin Road and Hollow Drive

H. In January 2019, there was a request to amend the Comprehensive Plan Future Land Use Map and rezone property to designate a single street, Silvermaple Drive, to have single family attached housing. This property is adjacent property on Silvermaple Drive but is not on Silvermaple Drive. The property is at the intersection of Lin Road and Hollow Drive which have only single family detached housing.

I. Surrounding landowners testified homes will depreciate in value due to smaller, less expensive homes being constructed adjacent to neighboring larger more expensive homes adjacent to the property. Title 10 Chapter 13 RP-A Residence Zone requires larger lots and homes than Title 10 14-A R1-A Residence Zones.

SECTION 5: CONCLUSION OF LAW

1. The City of Ammon is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code;
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning code, Title 10;
3. Under Chapter 2, Title 50 of the Idaho Code, the City has passed an annexation procedures ordinance, Title 11.
4. The Council has authority to hear the applicant's request pursuant to the Ammon Municipal Code.
5. The City of Ammon has provided adequate notice for the review of this application.
6. The process adhered strictly to procedural requirements outlined in Idaho Code § 67-6535 and Ammon City Ordinances (Section 10-4-4). A public hearing was transparently held, providing all stakeholders with substantial opportunity to voice their positions and ensuring fair due process.
7. This requested proposal DOES NOT COMPLY with the 2018 Comprehensive Plan BECAUSE:
    a. *Chapter 1 of the Comprehensive Plan* anticipates a shared vision expressed by its citizens. The proposal submitted is contrary to the vast testimony presented in opposition. Moreover, the proposed higher density lot would be surrounded by a lower density subdivision providing for larger yards and detached homes. The proposal does not fit the original development design for the Bridgewater Subdivision.
    b. *Chapter 2 of the Comprehensive Plan* anticipates preserving the character of existing neighborhoods and ensuring new developments integrate harmoniously with established areas for a shared vision. During the evaluation process, it became evident through public feedback and Council deliberations that the proposed rezoning and subsequent development would negatively impact neighborhood harmony due to its density and character.

c. *Chapter 10 of the Comprehensive Plan* encourages transitional zoning from higher density uses to lower density uses near intersections of major and minor arterials. This proposal does not fit transitional zoning of a higher density use buffering a lower density use.

8. Understanding this is a request for a rezone, this requested proposal DOES NOT COMPLY with the zoning ordinance BECAUSE:
    a. *Ammon City Code § 10-1-2 (Purpose):* Ammon City Code § 10-1-2(A)(F)(G)(I) states zoning should promote orderly growth, protect property values, and avoid overcrowding.
    b. *Ammon City Code § 10-1-3 (Declaration):* The above findings of the Council and those below both demonstrate this land is not suitable for the requested rezone and that the existing zone (RP-A) conforms with the surrounding neighborhood as opposed to the higher requested density (R1-A).
    c. *Ammon City Code § 10-13-1 (RP-A Zone)*. The requested zone, provides for spacious yards, a larger minimum lot size, and larger homes, as seen in the existing surrounding subdivision. RP-A zones require a minimum lot size of 13,000 square feet and limit density to 2.5 units per acre, thus preserving existing neighborhood densities.
    d. *Ammon City Code § 10-14A-1 (R1-A Zone)*. This zone has a higher units per acre density than the majority of the Bridgewater Subdivision which is zoned as RP-A. R1-A density allows 4.0 units per acre compared to RP-A which is 2.5 units per acre. Additionally, R1-A allows attached units which are not allowed in the existing or surrounding city zoning. The R1-A Zone allows a maximum density of 4.0 units per acre. The proposal would put the Bridgewater Division 9 R1-A density over the 4.0 units per acre based on the current net density requirements if the lot is subdivided.
9. The proposed application DOES NOT protect and improve the public health, safety and welfare BECAUSE:
    a. Rezone would not be harmonious with the character and density of existing houses in the surrounding RP-A zoned property.
10. The proposed application WILL have a negative fiscal impact upon the existing citizens of the City of Ammon BECAUSE:
    a. Rezone will cause a depreciation in surrounding home values due to inconsistent density in deviation of the Comprehensive Plan and map for the area.

SECTION 6: DECISION

THEREFORE, the Ammon City Council denies the proposed application for the reasons set forth above.

SECTION 7: NOTICE TO APPLICANT OF RIGHTS

This is a *final decision* by the Council. Rights regarding final decisions by the Council are dictated by City Ordinance; a regulatory taking analysis may be requested pursuant to Idaho Code § 67-8003; and an affected person aggrieved by a final decision may seek review of this decision in accordance with Idaho Code § 67-6535 and Idaho Rule of Civil Procedure 84 after all remedies have been exhausted under local ordinance.

The City Council of the City of Ammon hereby adopts these Findings of Fact, Conclusions of Law, and Decision this 5th day of November, 2026.

_____
Mayor Brian Powell

_____
Attest: Joanna Dahm, City Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of November, 2026, I served a true and correct copy of the foregoing document upon the following:

Applicant Shaylee Cutler
4794 N Forest Way
Idaho Falls, ID 83401

[x] Mailing
[x] E-Mail: shayleecutler37@gmail.com

_____
City Clerk

Date:	November 5, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding a request to vacate 5 feet of a 15 foot public utility easement in the Ron's Tire Ammon Subdivision

Approval of Ordinance 752 to Vacate a Portion of a Public Utility Easement

Staff Recommendation

- Staff recommends approval of Ordinance 752

Compliance

- This application is in compliance with Idaho Code § 50-1306A

Summary of Analysis

1. This request is to vacate 5 feet of a 15 foot public utility easement in the Ron's Tire Ammon Subdivision. There will still be a 10 foot public utility easement available for use.
2. There are not currently any utilities within this public utility easement.
3. The easement was dedicated as part of the Ron's Tire Ammon Subdivision plat, recorded on July 16, 2025.
4. The applicant is requesting the vacation to allow for increased buildable area within the commercial lot for site design.
5. Idaho Code § 50-1306A states that utility easements can be vacated without public notice if all easement holders agree in writing. Staff has received signed statements from Sparklight, Iona Bonneville Sewer District, Intermountain Gas, and Rocky Mountain Power.

Applicant's Request:

- Approval of the partial vacation of the public utility easement in the Ron's Tire Ammon Subdivision
- Presented by Curtis Johnson, Rockwell Homes

Motion

See ordinance and summary script as provided by the City Clerk.

Attachments:

1. Ordinance 752
2. Vacation Exhibit
3. Ron's Tire Ammon Subdivision Plat

CITY OF AMMON

ORDINANCE NO. 752

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT IN THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO AS AN AMENDMENT TO THE PLAT THEREOF; FOR THE SOLE AND EXCLUSIVE USE OF THE ABUTTING AND ADJOINING OWNERS; PARTICULARLY DESCRIBING SAID EASEMENT, DETERMINING THAT SAID VACATION WILL NOT INTERFERE WITH THE PUBLIC USE OR CONVENIENCE AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

(A portion of Ron's Tire Ammon Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF AMMON, IDAHO THAT:

WHEREAS, a request was presented to the City of Ammon, Bonneville County, Idaho, for an amendment of the Ron's Tire Ammon Subdivision plat (Bonneville County Instrument #1792933) to vacate a portion of a Public Utility Easement on Block 1 Lot 2 of the Ron's Tire Ammon Subdivision plat, as defined on page 2, pursuant to the provisions of the Idaho Code; and,

WHEREAS, it is not necessary to hold a public hearing before the City Council under the authority of the Idaho Code Section 50-1306A as the affected easement holders have been notified of the proposed vacation and agreed to the same in writing, and

WHEREAS, those portions of the Public Utility Easement hereinafter described and to be vacated, are no longer necessary for the public use and convenience, and the vacation thereof will not affect or lessen the public convenience and necessity,

NOW THEREFORE, be it hereby ordained by the Mayor and City Council of the City of Ammon:

Section 1.

(1) The affected easement holders have been notified of the proposed vacation and agreed to the same in writing.

(2) That the City Council has determined that it is not necessary to hold a public hearing before the City Council and under the authority of Idaho Code Section 67-6509 and have declined to do so in this request for vacation of said Public Utility Easement.

(3) That the following described property public utility easement located in the City of Ammon, Bonneville County, Idaho, be vacated and abandoned.

Section 2.

That the following described Public Utility Easement located in the City of Ammon, Bonneville County, Idaho, shall be and the same hereby vacated and abandoned:

LEGAL DESCRIPTION
Public Utility Easement to be Vacated
RON'S TIRE AMMON SUBDIVISION
(PUBLIC UTILITY EASEMENT VACATION)

THE VACATION OF A PORTION OF A 15-FOOT-WIDE PUBLIC UTILITY EASEMENT OF WHICH IS 5 FEET IN WIDTH ALONG THE WEST LOT LINE OF LOT 2, BLOCK 1, RON'S TIRE AMMON SUBDIVISION, CITY OF AMMON, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NO. 1792933 AND FOR WHICH IS MORE SPECIFICALLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS N.89°37'54"E. ALONG THE LOT LINE 10.00 FEET FROM THE NORTHWEST CORNER OF LOT 2, BLOCK 1, RON'S TIRE AMMON SUBDIVISION, CITY OF AMMON, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE N.89°37'54"E. ALONG SAID LOT LINE 5.00 FEET; THENCE S.00°22'06"E. 203.62 FEET TO A POINT ON A CURVE WITH A RADIUS OF 725.00 FEET AND A CHORD BEARING N.89°34'02"W. 4.75 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 4.75 FEET THROUGH A CENTRAL ANGLE OF 00°22'32"; THENCE N.89°22'46"W. 0.25 FEET; THENCE N.00°22'06"W. 203.55 FEET TO THE POINT OF BEGINNING.

Section 3. That the property described herein upon which said Public Utility Easement is located, shall revert to the underlying owners, free and clear of such Public Utility Easement.

Section 4.

This ordinance shall become effective upon its passage by the City Council, approval by the Mayor and due publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 5th day of November, 2026.

_____
Brian Powell, Mayor
City of Ammon

ATTEST:

_____
Joanna Dahm, City Clerk
City of Ammon

STATE OF IDAHO)
) ss.
County of Bonneville)

I, JOANNA DAHM, CITY CLERK OF THE CITY OF AMMON, IDAHO, DO HEREBY CERTIFY: That the above and foregoing is a full, true and correct copy of the Ordinance entitled,

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT IN THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO AS AN AMENDMENT TO THE PLAT THEREOF; FOR THE SOLE AND EXCLUSIVE USE OF THE ABUTTING AND ADJOINING OWNERS; PARTICULARLY DESCRIBING SAID EASEMENT, DETERMINING THAT SAID VACATION WILL NOT INTERFERE WITH THE PUBLIC USE OR CONVENIENCE AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

(A portion of Ron's Tire Ammon Subdivision)

Dated this 5th day of November, 2026.

_____
Joanna Dahm, City Clerk

CITY OF AMMON
BONNEVILLE COUNTY, IDAHO

SUMMARY OF
ORDINANCE NO: #752

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT IN THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO AS AN AMENDMENT TO THE PLAT THEREOF; FOR THE SOLE AND EXCLUSIVE USE OF THE ABUTTING AND ADJOINING OWNERS; PARTICULARLY DESCRIBING SAID EASEMENT, DETERMINING THAT SAID VACATION WILL NOT INTERFERE WITH THE PUBLIC USE OR CONVENIENCE AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

(A portion of Ron's Tire Ammon Subdivision)

The full text of this ordinance is available at the City Clerk's Office, Ammon City Office, 2135 S. Ammon Road, Ammon, Idaho.

ATTEST: CITY OF AMMON

_____ _____
Joanna Dahm, City Clerk Brian Powell, Mayor

I have reviewed the foregoing summary and I believe that it provides a true and complete summary of Ordinance #752 and the summary provides adequate notice to the public of the contents of this ordinance.

DATED this 5th day of November, 2026.

_____
Weston Davis, City Attorney

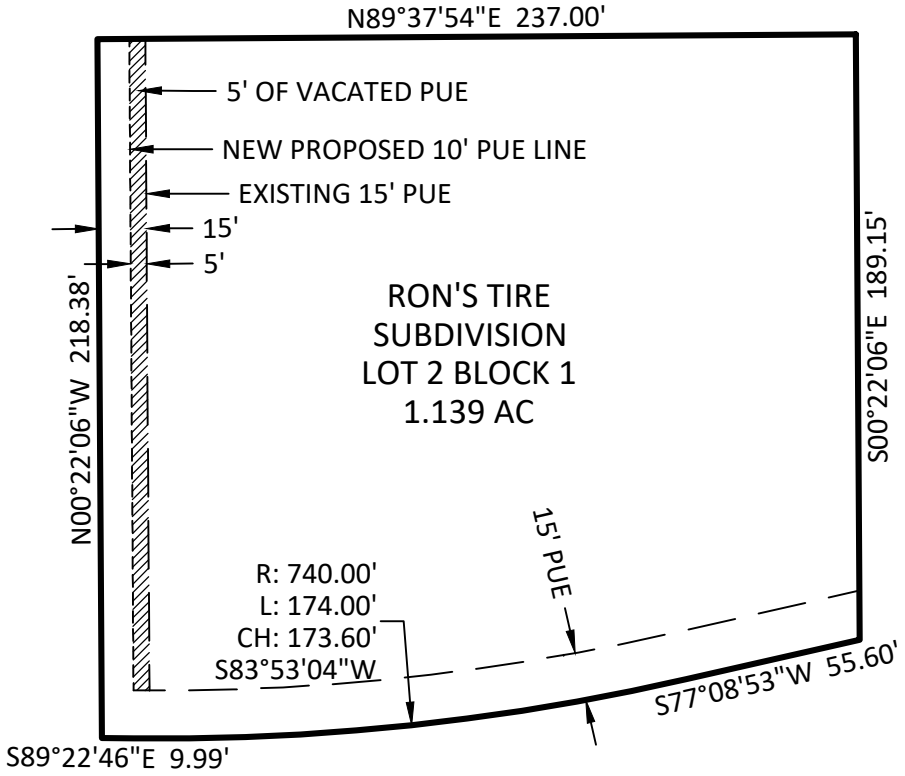
PUBLIC UTILITY EASEMENT VACATION EXHIBIT

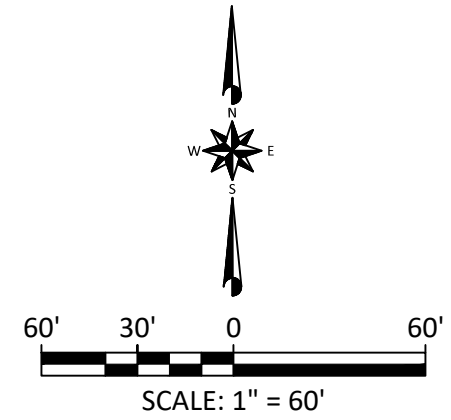
RON'S TIRE AMMON SUBDIVISION LOT 2 BLOCK 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST
BOISE MERIDIAN
CITY OF AMMON, BONNEVILLE COUNTY, IDAHO

LEGEND

- PROJECT BOUNDARY
- PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.)
- EXISTING UTILITY EASEMENT





SCALE: 1" = 60'

EAGLE ROCK ENGINEERING
CIVIL PLANNING SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT: 1331 Fremont Ave. Idaho Falls, Idaho 83402 / 343 E 4th N, Suite 119 Rexburg, Idaho 83440	
SURVEYED BY:	K. ROLAND
DRAWN BY:	R. JORDAN
APPROVED BY:	K. ROLAND
PROJECT NO:	26040
DATE:	October 14, 2026
CAD NAME:	X_PUE VACATION EXHIBIT.DWG

Instrument # 1792933
Bonneville County, Idaho Falls, Idaho
07/16/2025 03:18:48 PM No. of Pages: 2
Recorded for: R AND R SPORTS LLC
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy _____ Dwoolf1
Index to: PLAT
Dwoolf1

1/2

R-196

RON'S TIRE AMMON SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN,
CITY OF AMMON, BONNEVILLE COUNTY, IDAHO 2025

SURVEYOR'S CERTIFICATE

I, SPENCER MCCUTCHEON , A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION PROJECT, DESIGNATED AS RON'S TIRE AMMON SUBDIVISION, AN ADDITION TO THE THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION PLAT IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

PROFESSIONAL LAND SURVEYOR LICENSED 20907 6-13-25 STATE OF IDAHO SPENCER MCCUTCHEON

SPENCER MCCUTCHEON
PLS NO. 20907
DATE OF PLAT: 5-12-2025

BOUNDARY DESCRIPTION

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH RANGE 38 EAST, BOISE MERIDIAN. BEING 4.689 ACRES OF LAND AS FOUND IN THE WARRANTY DEED INSTRUMENT NUMBER 1721455 AS FOUND IN THE BONNEVILLE COUNTY RECORDER'S OFFICE. BASIS OF BEARING FOR THE SUBJECT PROPERTY IS SOUTH 00° 28' 59" EAST 2629.03 FEET BETWEEN THE FOUND SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 22. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 5/8" IRON ROD AND CAP MARKED PLS 20907, SAID POINT LIES 1496.54 FEET NORTH 00° 28' 59" WEST ALONG THE SECTION LINE AND 286.83 FEET NORTH 00° 28' 59" WEST (287.04 FEET BY RECORD) ALONG THE SECTION LINE AND 50.01 FEET NORTH 89° 22' 39" WEST (NORTH 89° 22' 56" WEST BY RECORD) FROM THE SOUTHEAST CORNER OF SECTION 22. TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN TO THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 00° 28' 59" EAST 256.60 FEET, SAID LINE BEING 50 FEET WEST AND PARALLEL WITH THE SECTION LINE TO A SET 5/8" IRON ROD AND CAP MARKED PLS 20907; THENCE SOUTH 44° 12' 34" WEST 42.20 FEET TO A NON-TANGENTIAL CURVE AND TO THE NORTH LINE OF THE BURR SUBDIVISION, DIVISION NO. 1, TO THE CITY OF AMMON, COUNTY OF BONNEVILLE, STATE OF IDAHO ACCORDING TO THE RECORDED PLAT THEREOF AND TO A SET 5/8" IRON ROD AND CAP MARKED PLS 20907; THENCE RUNNING THE FOLLOWING (4) FOUR COURSES ALONG THE NORTH LINE OF SAID BURR SUBDIVISION (1) WESTERLY 170.26 FEET ALONG THE ARC OF A 830.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 11° 45' 13" (NOTE: LONG CHORD BEARS SOUTH 83° 01' 31" WEST 169.97 FEET) TO A FOUND 5/8" IRON ROD WITH NO CAP; (2) SOUTH 77° 08' 53" WEST 234.79 FEET TO A TANGINTIAL CURVE AND TO A FOUND 5/8" IRON ROD AND CAP MARKED PLS 722; (3) WESTERLY 174.00 FEET ALONG THE ARC OF A 740.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 13° 28' 21" (NOTE: LONG CHORD BEARS SOUTH 83° 53' 04" WEST 173.60 FT) TO A FOUND 5/8" IRON ROD AND CAP MARKED PLS 722; (4) NORTH 89° 22' 46" WEST 9.99 FEET TO THE EAST LINE OF TRAILWOOD VILLAGE, DIVISION NO. 9 TO THE CITY OF AMMON, COUNTY OF BONNEVILLE, STATE OF IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF AND TO A FOUND 1/2" IRON ROD AND CAP MARKED PLS 722; THENCE NORTH 00° 22' 06" West 384.73 FEET (NORTH 00° 23' 19" WEST 384.88 FEET) ALONG SAID LINE TO A FOUND 1/2" IRON ROD AND CAP MARKED PLS 10944; THENCE SOUTH 89° 22' 39" EAST 609.99 FEET (SOUTH 89° 22' 56" EAST BY RECORD) TO THE TRUE POINT OF BEGINNING

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 204,254 SQUARE FEET OR 4.689 OF AN ACRE OF LAND

CITY ACCEPTANCE

THE ACCOMPANY PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF AMMON, IDAHO ADOPTED THIS 11th DAY OF July, 2025

MAYOR

CITY CLERK

CITY ENGINEER

CITY OF AMMON, INC. CORPORATE SEAL 1961 IDAHO

TREASURER'S CERTIFICATE

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

DATE: 6/16/2025

BONNEVILLE COUNTY TREASURER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT RON'S TIRE AMMON SUBDIVISION , WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

BONNEVILLE COUNTY RECORDER

DATE 7-16-2025

Instrument # 1792933
Bonneville County, Idaho Falls, Idaho
07/16/2025 03:18:48 PM No. of Pages: 2
Recorded for: R AND R SPORTS LLC
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy _____ Dwoolf1
Index to: PLAT
Dwoolf1

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

6-17-25
DATE

HEALTH DISTRICT SIGNATURE

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF AMMON MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS 23 DAY OF June, 2025.

R & R SPORTS LLC, A IDAHO LIMITED LIABILITY COMPANY

CHRIS ROGERS, MANAGING MANAGER

FLOOD PLAIN

THIS SUBDIVISION FALLS OUTSIDE THE 100-YEAR FLOOD PLAIN AS PER MAP NO. 1600270235D. SUBDIVISION LOCATED IN ZONE "X"

IRRIGATION WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED WITHIN THIS PLAT ARE WITHIN PROGRESSIVE IRRIGATION DISTRICT AND THAT A SUITABLE SURFACE WATER DELIVERY SYSTEM PLAN HAS BEEN APPROVED BY CITY OF AMMON FOR SUCH LOTS OR PROPERTY. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SUCH IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE TO PAY SUCH ASSESSMENTS. ALL ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY UNLESS THE PURCHASER/OWNER FILES A PETITION REQUESTING EXCLUSION FORM THE DISTRICT. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I.C. §31-3805

PUBLIC UTILITY EASEMENT NOTE

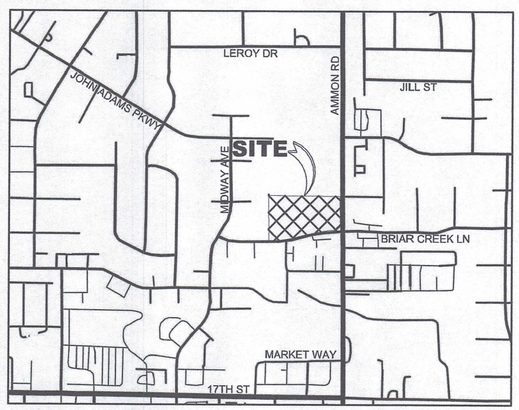
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THERE EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS FOR SUCH FACILITIES AND THE RIGHT TO REQUIRE 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 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 THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

EXAMINING SURVEYOR'S CERTIFICATE

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

DATE: 6/23/2025

BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL PLS 12223.



VICINITY MAP (NOT TO SCALE)
AMMON, BONNEVILLE COUNTY, IDAHO

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED R & R SPORTS LLC, A IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LAND LOTS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS RON'S TIRE AMMON SUBDIVISION, A SUBDIVISION OF THE CITY OF AMMON, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 2, AND 3 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE 1, THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNER OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDER/HOLDERS, ITS LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDER/HOLDERS AND SAID BENEFITED CAE HOLDER'S/HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF AMMON FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS CAE 1.

OWNER OR ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF AMMON AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER/OWNERS OR THEIR/ITS/HIS/HER HEIRS, SUCCESSORS OR ASSIGNS.

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

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

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

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF AMMON AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF AMMON AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS 16 DAY OF June, 2025.

R & R SPORTS LLC, A IDAHO LIMITED LIABILITY COMPANY

CHRIS ROGERS, MANAGING MANAGER

ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Bonneville) SS.

ON THIS 16th DAY OF June, 2025 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CHRIS ROGERS, KNOWN OR IDENTIFIED TO ME, TO BE A MANAGER OF THE LIMITED LIABILITY COMPANY OF R & R SPORTS LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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

NOTARY PUBLIC FOR THE STATE OF Idaho

RESIDING AT: Bonneville County

COMMISSION EXPIRATION DATE: 2-8-2027

MCKENZIE THOMAS
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20210463
MY COMMISSION EXPIRES 2-8-2027

SHEET 1 OF 2

NO.	REVISIONS	BY	DATE

DRAWN: SJM
SURVEYED: SJM
FIELD WORK: SJM
DATE: 5-12-25

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CLIENT

R&R SPORTS LLC

ELEVATED
LAND SURVEYING
3534 APOLENA AVE IDAHO FALLS, ID
435-633-3012

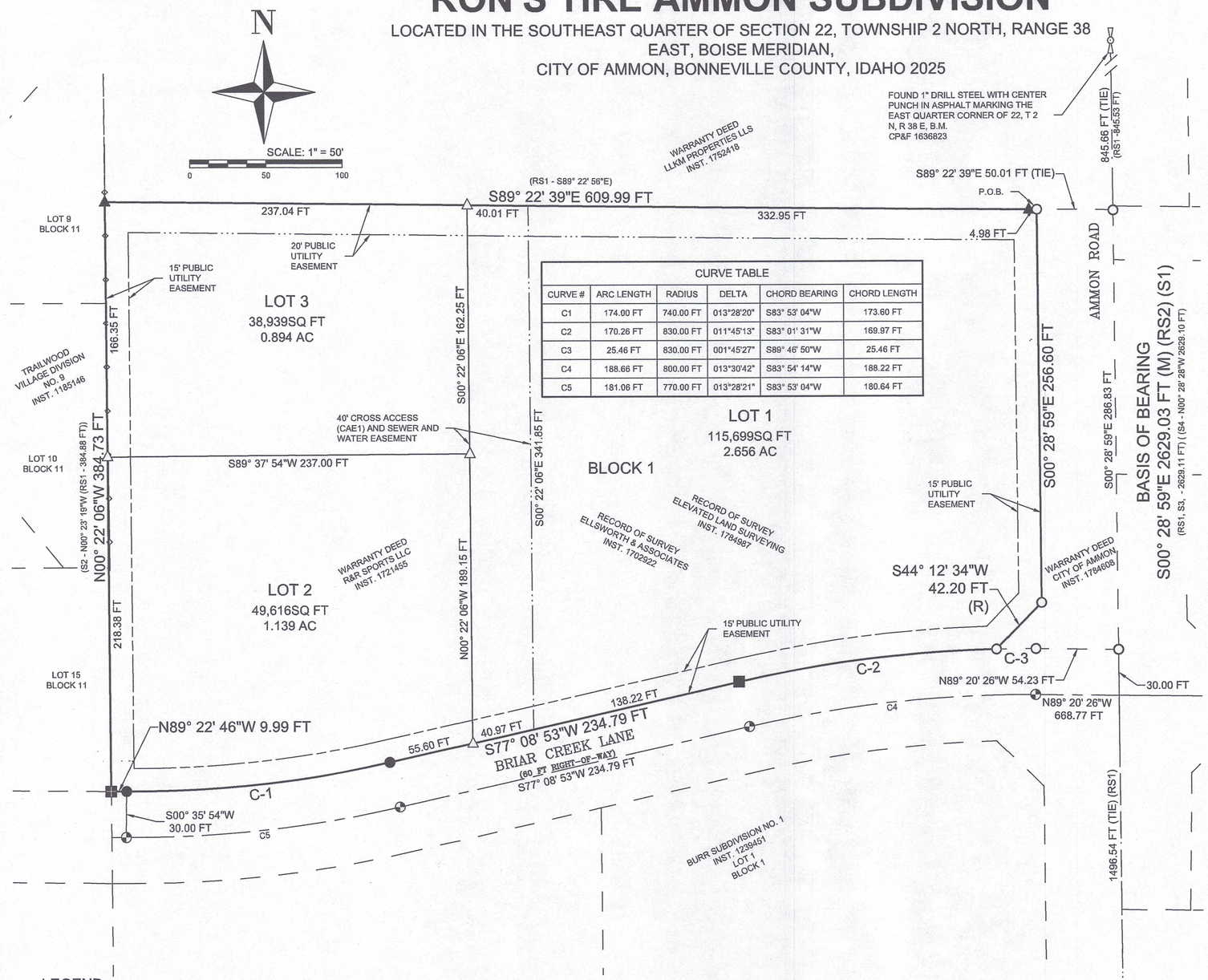
Instrument # 1792933
Bonneville County, Idaho Falls, Idaho
07/16/2025 03:18:48 PM No. of Pages: 2
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Fee: 15.00 Ex-Officio Recorder Deputy
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R-196

RON'S TIRE AMMON SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN,
CITY OF AMMON, BONNEVILLE COUNTY, IDAHO 2025



SURVEYORS NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SUBJECT PARCEL AND TO CREATE A SUBDIVISION PLAT REQUESTED BY R&R SPORTS LLC. THE BASIS OF BEARING FOR THE SUBJECT PROPERTY IS SOUTH 00° 28' 59" EAST 2629.03 FEET BETWEEN THE FOUND SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN. SYSTEM IS DERIVED FROM 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, 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. FOUND EVIDENCES AND MONUMENTS ARE REPRESENTED HEREON.

A RECORD OF SURVEY INSTRUMENT NO 1702922 WAS USED TO DETERMINE THE BOUNDARY LINES OF THE SUBJECT PARCEL. THIS SURVEY WAS A RETRACEMENT OF THE BURR SUBDIVISION NO. 1 INSTRUMENT NO. 1239451 AND THE TRAILWOOD VILLAGE DIVISION NO. 9 INSTRUMENT NO. 9. I LOCATED 10 MONUMENTS AS SHOWN ON THIS RECORD OF SURVEY AND FOUND THEM TO MATCH BOTH THE RECORD DESCRIPTION AND THE SURVEY. I HAVE HELD THE MONUMENTS AS CONTROLLING.

MY PROFESSIONAL OPINION IS RENDERED UPON THIS SUBDIVISION PLAT. THERE MAY EXIST OTHER EVIDENCE, MONUMENTS, OR DOCUMENTS THAT COULD AFFECT THIS SURVEY. ANY NEW EVIDENCE, MONUMENTS, OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO ME FOR MY REVIEW AND CONSIDERATION.

REFERENCE BONNEVILLE COUNTY IDAHO

RS1 - RECORD OF SURVEY - ELLSWORTH & ASSOCIATES, PLCC - RODNEY ELLSWORTH PLS NO. 10944 - ROS NO. 1702922
RS2 - RECORD OF SURVEY - PETERSON LAND SURVEYING - FRANK PETERSON PLS NO. 14750 - ROS NO. 1684071
RS3- RECORD OF SURVEY - ELEVATED LAND SURVEYING - SPENCER MCCUTCHEON PLS NO. 20907 - ROS NO. 1784987
S1 - AMMON PARK CENTER DIVISION NO. 3 - DAVID E. BENTON PLS 722 - INST NO. 1319310
S2 - TRAILWOOD VILLAGE DIVISION NO. 9 - DAVID E. BENTON PLS 722 - INST NO. 1185146
S3 - BURR SUBDIVISION DIVISION NO. 1 - DAVID E. BENTON PLS 722 - INST NO. 1239451
S4 - BRIARWOOD SUBDIVISION DIVISION NO. 4 - DAVID E. BENTON PLS 722 - INST NO. 1056057
R1 - WARRANTY DEED - R&R SPORTS KKC - INST NO. 1721455

BASIS OF BEARING

ALL MEASURED BEARING SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004" WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, 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.

LEGEND

BOUNDARY LINE
SECTION LINE
ADJOINING TITLE LINE
15 FT PUBLIC UTILITY EASEMENT (P.U.E)
20 FT PUBLIC UTILITY EASEMENT (P.U.E)
40 FT CROSS ACCESS (CAE1) AND SEWER AND WATER EASEMENT
LOT LINE
CENTER LINE
FENCE LINE

P.O.B. POINT OF BEGINNING
(TIE) P.O.B. TIE
(M) MEASURED DISTANCE
INST. NO. INSTRUMENT NUMBER
CP&F CORNER PERPETUATION AND FILING RECORD
(SQ FT) SQUARE FEET
(AC) ACRES

FOUND ⅝" IRON ROD AND CAP MARKED PLS 722
FOUNDALUMINUM CAP MARKED "PLS 722"
FOUND ⅝" IRON ROD AND CAP MARKED "PLS 20907
FOUND ½" IRON ROD AND CAP MARKED PLS 10944
FOUND ⅝" IRON ROD AND NO CAP.
FOUND ½" IRON ROD AND CAP MARKED PLS 722.
SET ½" IRON ROD AND CAP MARKED PLS 20907
GOVERMENT PLSS MONUMENT (EAST/WEST QUARTER)
GOVERMENT PLSS MONUMENT (SECTION CORNER)

PROFESSIONAL LAND SURVEYOR LICENSED 20907 STATE OF IDAHO SPENCER MCCUTCHEON 6-13-25

SHEET 2 OF 2

NO.	REVISIONS	BY	DATE

DRAWN: SJM
SURVEYED: SJM
FIELD WORK: SJM
DATE: 5-12-25

CLIENT
R&R SPORTS LLC

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ELEVATED
LAND SURVEYING
3534 APOLENA AVE IDAHO FALLS, ID
435-633-3012

Date:	November 5, 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. Developer requested the parks contribution be waived for Divisions 5 and 6 since, Division 5 will have an improved greenspace area. The following amendments were made to item 6.33: Developer shall pay the amount of $763.00 per detached dwelling unit and $544 per attached dwelling unit, 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. Developer shall use commercial grade playground equipment and build to the concept presented to the City Council on October 15, 2026 shown in Exhibit C. Playground and Park area shall be completed prior to the first Certificate of Occupancy in Division 5.
5. Division 6 will connect Hazen Drive into the Olsen Park Subdivision to the north.
6. 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 – Developer requested the parks contribution be waived for Divisions 5 and 6 if they were to place playground equipment and pickle ball courts on 1.229 acres of required greenspace. Negotiations occurred with the final outcome being the revised item 6.33 in the development agreement. Developer will have the ability to pay per building permit versus paying the contribution per division prior to building permits.

- 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
2. Playground area

STANDARD DEVELOPMENT AGREEMENT

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

THIS AGREEMENT, made and entered into this 5th day of November, 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 October 7, 2026, the North Village Division 5 final plat was approved by the Planning and Zoning Commission; and

WHEREAS, on October 7, 2026, the North Village Division 6 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, on October 15, 2026, the North Village Division 6 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 November 5, 2026, the Mayor and City of Council of the City of Ammon, Idaho, considered the North Village Division 5 and 6 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 October 7, 2026.
      5.1.4. Planning and Zoning Commission recommended approval of the Ammon North Village Division 6 Final Plat on October 7, 2026

5.1.5. Ammon North Village Division 5 Final Plat approved by the Ammon City Council on October 15, 2026.

5.1.6. Ammon North Village Division 6 Final Plat approved by the Ammon City Council on October 15, 2026.

5.1.7. 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

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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 of $763.00 per detached dwelling unit and $544 per attached dwelling unit, ~~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. Developer shall use commercial grade playground equipment and build to the concept presented to the City Council on October 15, 2026 shown in Exhibit C. Playground and Park area shall be completed prior to the first Certificate of Occupancy in Division 5. ~~All of the Parks Contribution Fees for Division 5 and 6 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

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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.

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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:_____

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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';

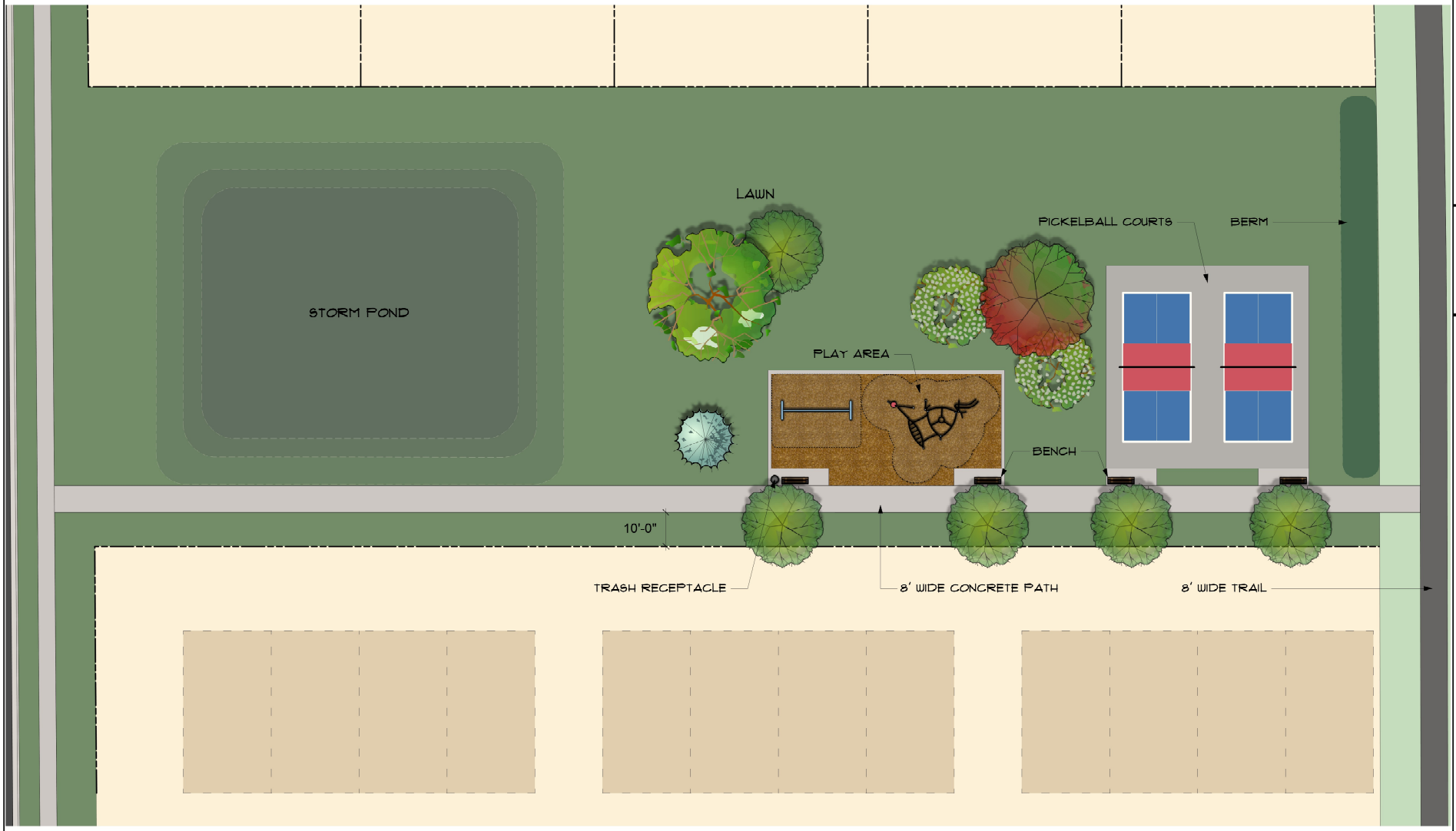
THENCE N 77°30'31" W 392.93' TO A POINT ON THE EAST BOUNDARY OF NORTH VILLAGE DIVISION No. 3 FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 1797309;

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

DRAFT



PLANT LEGEND

SHADEMASTER HONEYLOCUST

AUTUMN BLAZE MAPLE

PARKWAY MAPLE

SPRING SNOW CRABAPPLE

COLORADO BLUE SPRUCE

0 20 40 ft

B&K LAWN & LANDSCAPE

NORTH

NORTH VILLAGE PARK

ADDRESS

CITY / STATE AMMON ID, 83406

SCALE 1" =20'-0"

DATE 8/12/2026

DRAWN BY: JO

CHECKED: NM, TW

REVISIONS

#	DATE
1	8/17/2026
2	9/1/2026

LANDSCAPE PLAN