AMMON CITY COUNCIL MEETING
November 19, 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

- December 03, 2026, City Council
- December 10, 2026, Work Session
- December 17, 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 Oswald
- Prayer – Council Member Wheeler

AWARDS CEREMONY:

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

CONSENT AGENDA:

1. Accounts Payable Report: Exhibit A
2. Minutes: November 05 and 12, 2026 – Regular Meeting - Page 2

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

ACTION ITEMS:

1. **Acceptance of Election Results for Temporary Street Levy** - *(Joanna Dahm, City Clerk)*
2. **Ricks Farm Division 2, 7th Amended Plat** - *(Cindy Donovan, City Planner)*
3. **Teton Townhomes Standard Development Agreement** - *(Cindy Donovan, City Planner)*

DISCUSSION ITEMS:

1. **Snow Removal Update** - *(Richard Gehrke, Public Works Director)*
2. **Miscellaneous**

ADJOURN

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

Next Resolution Number: 2026-021; Next Ordinance Number: 753

AMMON CITY COUNCIL MINUTES
THURSDAY, NOVEMBER 05, 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 Wheeler
- Prayer – Council Member Hamberlin

AWARDS CEREMONY:
1. **Mayor's Community Service Awards**

CONSENT AGENDA:
Accounts Payable Report: Exhibit A
Minutes: October 01, 2026 – Regular Meeting
Addendum to Sanitation Agreement with Eagle Rock Sanitation
Findings of Fact and Conclusions of Law for Cutler Rezone

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

DISCUSSION ITEMS:
1. Miscellaneous

ADJOURN

MINUTES

City Officials Present:	**City Staff Present:**	**City Officials Absent:**
Mayor Brian Powell	City Attorney Weston Davis	
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	City Engineer Morgan Stewart	
Councilmember Sid Hamberlin (via phone)		
Councilmember Nolan Wheeler		

CALL TO ORDER:
Mayor Brian Powell called the meeting to order at 6:02 p.m. Council Member Wheeler led the pledge of allegiance and Council President Wessel gave a prayer.

AWARDS CEREMONY:

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

CONSENT AGENDA:

1. Accounts Payable Report: Exhibit A
2. Minutes: October 01, 2026 – Regular Meeting
3. Addendum to Sanitation Agreement with Eagle Rock Sanitation
4. Findings of Fact and Conclusions of Law for Cutler Rezone

It was moved by Council Member Boyle and seconded by Council Member Hamberlin to approve the Consent Agenda
Wheeler, yes; 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) - Former Mayor Sean Coletti-Congratulates the City on passing the temporary street levy

ACTION ITEMS:

1. **Consideration of Ordinance 752 - Ron's Tire Ammon Subdivision Public Utility Easement Vacation** - *(Cindy Donovan, City Planner)*

City Planner Donovan addresses the council

Council President Wessel asks about what the cost is being offered to the City for us to vacate the easement. City Planner Donovan stated nothing was asked for, or expected. City Attorney Davis stated he has never seen or heard of a City or County getting reimbursed for vacating an easement, you are just returning the property rights to the owner.

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

It was moved by Council Member Fullmer and seconded by Council Member Boyle to approve Ordinance 752 - Ron's Tire Ammon Subdivision Public Utility Easement Vacation, Fullmer seconds the motion
Wheeler, yes; Oswald, yes; Wessel, yes; Boyle, yes; Fullmer, yes; Hamberlin, yes. Motion passes unanimously with vote by roll call.

2. **Consideration of the North Village Division 5 and 6 Standard Development Agreement** - *(Cindy Donovan, City Planner)*
   City Planner Donovan described to the Council the changes, and stated that staff met with

Council Member Boyle and Oswald as well as Parks Director Tyler Draney.

Council President Wessel, asks about the park, who will maintain it. Cindy states the HOA will pay to maintain the park.

Nate Clark 3539 Briar Creek Lane
Background- I appreciate the dialogue, communication is key. I work for Rockwell, I have no ownership. I am an employee. Originally I stood up here a year ago, when the contributions were enacted, we weren't aware of it. It slid into the development agreement, it's hard when you aren't notified. We were required to have additional pathways and green space we weren't aware of, but we did it. We feel there is a little double dipping because you are requiring us to do green space, and all these other things, and a contribution fee. We are trying to balance our capital. You wanted the fees up front for the parks, so you can put the money towards the parks. Which hasn't happened. We think it's a huge benefit for the community to have a park. The purpose is not to sell more homes, it's to bring more benefit to the community.

Council Member Boyle asks Nate to tell the City Council about the HOA. Nate we hired a management company, we have a great relationship with them, they do a great job. We have had an issue, with one park that was 5acres, it was too large, we couldn't maintain it. This one is a maintainable size.

Mayor Powell, how long would it take to build out. We would start in the Spring and we could have it built in 3 months. Mayor Powell, why does this work for a City as a whole. Nate-the benefit is less people traveling across a busy street to get to Woodland Hills, huge benefit for the residents and a lot safer.

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

DISCUSSION ITEMS:

1. **Miscellaneous**
   Council Member Fuller - Giving machine kickoff lunch was today, very well attended, giving machine will be at the mall again. We have 5 local charities here in the community. Including the Ronald McDonald House and the Community Food basket. It's a great tradition.

   Council Member Boyle - Neighbors are happy they picked up the speed trailer in the neighborhood, 47th in the Villas.

   Mayor Powell- Do we have to do anything further for the Levy. Micah yes, it will be brought to you at a Council meeting and you will certify it. Mayor Powell states he wants to resurrect the swimming pool project. We have donors who are ready. Any council members who want to join me, and other experts? Council Member Nolan Wheeler volunteers, and Council Member Heidi Boyle volunteers. The mayor stated our goal is to have a concept and numbers by the end of March.

Council President Wessel - We are having an Urban Renewal meeting on the 10th of November. If the City is looking for funds, they need to come talk to us. It will be the last meeting of the year.

City Council Member Wheeler - Owen and Central can we put a stop sign.

City Engineer-Right of Way permit request from Flock, on NE corner of Chasewood and Curlew, currently a flock camera on the light pole requesting to relocate to a stand alone poll.

Mayor Powell and Micah left meeting 8:02pm

Tom Hunsinger - 2529 Carolyn Lane- Western and Owen was a 4-way stop at one time. The cross walk on Stonehaven, they put it on the West side should have been on the East side

Council Member Fullmer motion to adjourn

ADJOURN at 8:07 p.m.

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Brian Powell, Mayor

_____

Joanna Dahm, City Clerk

AMMON CITY COUNCIL MINUTES
THURSDAY, NOVEMBER 12, 2026 – 4:30 P.M.
2135 SOUTH AMMON ROAD

WORK SESSION AGENDA

DISCUSSION ITEMS:

1. **CDL Policy Updates** - *(Rebecca Osai, HR Specialist)*
2. **Western Recycling** - *(Micah Austin, City Administrator)*
3. **Kratom Sale Restriction** - *(Representative Erin Bingham, District 32)*

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 Engineer Morgan Stewart	
Councilmember Heidi Boyle	Planning Assistant Heather McBride	
Councilmember Jeff Fullmer	HR Director April Tracy	
Councilmember Sid Hamberlin	HR Specialist Rebecca Osai	
	Public Works Director Richard Gehrke	

CALL TO ORDER:
Mayor Brian Powell called the meeting to order at 4:34 p.m.

DISCUSSION ITEMS:

1. **CDL Policy Updates** - *(Rebecca Osai, HR Specialist)*
   Wessel asked about discounts-april asked, we don't get one
   City exempt from DOT physical

2. **Western Recycling** - *(Micah Austin, City Administrator)*
   City Administrator Micah Austin addressed the council and explained that Western Recycling was unable to be here tonight, but can come to a future meeting. Micah briefly touched on the questions the City of Ammon had asked of Western Recycling and the answers they had sent over.

1. Would Western Recycling be open to locking in the rate for a period of time, such as for five years? Yes
2. Would Western Recycling be open to paying an annual franchise fee, also known as an enterprise utility fee, that would be negotiated? For context, our commercial sanitation provider, Eagle Rock Sanitation, currently pays an Enterprise Utility Fee of 8% of gross billed revenues or $20,000, whichever is greater. Yes, we would be open to a franchise fee. We would just need to add that in to our cost model to determine the price structure for the service
3. Is a long term contract an option, such as for 10 years? Yes. If we are providing the containers, a 10 year term would be preferable due to the upfront investment in container cost and fleet upgrades.
4. If the City Council is not interested in taking on the billing for WR, is that a deal breaker? Would that impact the rate? Not necessarily a deal breaker. It most likely would impact the rate slightly. We would just need to evaluate how much our admin costs would increase to take on the billing.

Mayor Powell asks if the council wants to entertain the idea, if we want to move forward with an RFP. Council Member Oswald is not sure we want it to be mandatory, we want the community to have a choice if they want to take part.

Council Member Fullmer asks if it will reduce our trash fee increases. Council Member Hamberlin we want to see their rates. Maybe bring it to a worksession. Council Member Oswald asks if the cost of mandate and voluntary are different. City Administrator Austin stated he wasn't sure but right now the community is on the voluntary system. He then stated for them to make it work it needs to be city wide. Mayor Powell asks if we want to have them come to the next worksession. The Council agreed.

City Attorney Weston Davis from a volume standpoint yes that would make sense. If you are going to impose that kind of regulation, you do have the police powers, for health safety and welfare, however, you will have to make a finding as to why it's being imposed. What offset does this do on garbage, what kind of environmental impact will this have in the long term, what is the urgency. There is a 50 year cap and 10 year minimum on franchise agreements. You need to be informed as you will have to answer some hard questions from the public. Mayor Powell stated that it is a numbers game.

City Attorney Davis they won't totally offset each other. The City Council decides to hold off on the RFP now. Ask WR what does Rexburg charge, can they propose rates to Ammon, what is the cost of Mandatory vs Voluntary, how many customers in city of ammon, can you come to december worksession. WR wants rate locked in for 5 years, need 10 years for return on cans.Kris asks how this interferes with our trucks, Micah says it doesn't. They are on different schedules. I haven't heard of any conflicts.

3. **Kratom Sale Restriction** - *(Representative Erin Bingham, District 32)*
Erin Bingham-8691 S Saddlehorn Dr, Idaho Falls- starts the conversation by stating she was appointed 3 days before session began last year, and at the time I asked if we were addressing it at a state level. Another Representative had a bill and that's how it all started. Bingham gives a brief description and background on Kratom. It is a plant that comes out of southeast Asia, and

has been around for many years. In low doses it gives a stimulating effect. We have seen it throughout the communities over the years. However there has been a large drastic increase in the last 5 years, 4 years ago the industry figured it out and now it is made in a synthetic form.

As a result of the highly synthetic products we are seeing more potent natural products as well. They are addictive and are not regulated by the FDA. There is no consistency because it is not regulated, no consistent labeling, so we don't know the potency. There is no guidance to know what a safe dose is and there is no knowledge on how it interacts with other drugs. Nationally there are 12 states that have full bans, and 2 states that have near bans. We want Idaho to have a full ban. Several cities and counties have banned it and there are many in the process of banning it. We have only been testing in the last three years for Kratom in overdose deaths, because of that these numbers are very incomplete. This year alone on the federal level deaths have surpassed last year's total. There are 6 national law enforcement agencies that are asking for natural and synthetic regulations. Back in March several US senators asked the DEA to schedule all synthetic and natural. State level we go back into session in January, I am looking to address Kratom again.

At the local level since the last session ended my focus is raising awareness. Local ban is helpful, if we are not getting help from top down we have to start at the bottom and work up. If we can educate this will help at the state level to the pressure on. Utah ended last year with a near ban and will be seeking to go with a full ban this year. Council Member Boyle asks why the county ban isn't enough. The County ban doesn't apply to Ammon and other cities, only the unincorporated areas in the county. At the local level you can ban sales, not possession. The state level will push for a ban on possession.

Coroner Sanchez-605 N Capitol Ave., Idaho Falls, ID.- The youngest overdose was 19, he was the only one under 21, the next youngest was 23. The oldest was 48. Mayor Powell asks if the Kratom overdose was just Kratom or mixed with other things. A year ago we had 4 that were considered just related to Kratom. Due to more awareness, the lab has now been able to test and breakdown synthetics, since April. Salmon City had 4 overdoses just last month.

Deputy Smith stated they see Kratom a lot, however, we can't charge for it. I have seen it consistently, when I find it that typically indicates we will find harder drugs. Mayor Powell asks with the Bonneville County ban what is the citation, is it a misdemeanor. Corner Sanchez stated that Bannock County is doing it as a tired citation fee. Bonneville County is a misdemeanor.

Miscellaneous

Council Member Fullmer- States he saw that 1st street bids were posted, good job, he asks when it closes? City Engineer Morgan Stewart stated it closed. Nagathon was great, there was a wonderful turnout and the staff did great.

Council Member Oswald- Appreciates the education provided in the discussion on Kratom.

Assistant Planner Heather McBride-did starter home subdivision public information meeting on Monday, public hearing in December. We had 1 resident, the mayor and p&z. Residents had some ideas on affordable housing.

Council President Wessel motion to adjourn

ADJOURN at 6:21 pm

_____

Brian Powell, Mayor

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Joanna Dahm, City Clerk

Date:	November 19, 2026
To:	Mayor Powell and City Council
Presenting:	Joanna Dahm, City Clerk
Subject:	Staff Report regarding Acceptance of Election Results for Temporary Street Levy

Acceptance of Election Results for City of Ammon Temporary Street Levy

Staff Recommendation

- Acceptance of the canvassed election results by Bonneville County for the City of Ammon Temporary Street Levy

Summary of Analysis

1. The City of Ammon passed Resolution 2026-017 on August 06, 2026 ordering an election for a temporary street levy in the amount of $1,250,000 per year for tax years 2027 and 2028
2. 3,843 voters were in favor of the temporary street levy, and 2,424 were against
3. The temporary street levy passed by 62.66%

Financial Impact

- At this time there is no financial impact to the City of Ammon to accept the election results, we will receive the money for tax years 2027 and 2028 which will be dedicated to projects.

Motion

"I move to accept the election results from the November 3, 2026 election for the City of Ammon temporary street levy in the amount of $1,250,000 per year for tax years 2027 and 2028."

Attachments:

1. Canvassed and Certified Bonneville County Election Results for November 3, 2026

CITY OF AMMON

Bonneville County, Idaho

November 3, 2026

BONNEVILLE COUNTY RESULTS
NOVEMBER 3, 2026 GENERAL ELECTION

CITY OF AMMON LEVY

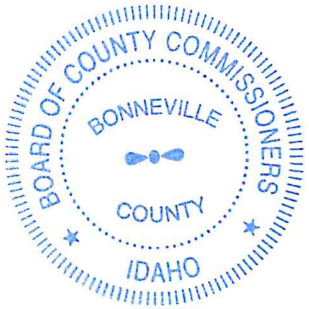
VOTING STATISTICS

QUESTION: SHALL THE LEVY UPON THE TAXABLE PROPERTY WITHIN THE CITY OF AMMON BE INCREASED TO PRODUCE THE SUM OF ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($1,250,000) IN EXCESS OF THAT OTHERWISE ALLOWED BY LAW, FOR EACH OF THE TAX YEARS 2027 AND 2028, TO PROVIDE FUNDING FOR THE CITY OF AMMON STREET FUND AND THE CONTINUED CONSTRUCTION, REPAIR, AND MAINTENANCE OF CITY OF AMMON STREETS AND COSTS OF EQUIPMENT, MATERIALS, AND PERSONNEL RELATED THERETO AS PROVIDED IN RESOLUTION NO. 2026-017 ADOPTED ON AUGUST 6, 2026?

Precinct	IN FAVOR OF a temporary levy in the amount of $1,250,000 per year for the tax years 2027 and 2028	AGAINST a temporary levy in the amount of $1,250,000 per year for the tax years 2027 and 2028	Number of Registered Voters at Cutoff	Number of Election Day Registrations	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
27	207	122	466	72	538	362	67.29%
28	456	342	1,198	80	1,278	850	66.51%
46	378	230	1,010	72	1,082	634	58.60%
48	319	183	790	53	843	546	64.77%
49	333	260	1,041	112	1,153	646	56.03%
50	571	413	1,642	72	1,714	1,053	61.44%
51	303	165	727	54	781	501	64.15%
52	680	345	1,637	119	1,756	1,100	62.64%
53	125	66	288	27	315	203	64.44%
59	471	298	1,205	65	1,270	828	65.20%
TOTAL	**3,843**	**2,424**	**10,004**	**726**	**10,730**	**6,723**	**62.66%**

STATE OF IDAHO

COUNTY OF
BONNEVILLE



We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, do hereby state that the attached is a true and complete abstract of all votes cast within this county at the **General Election** held **November 3, 2026**, as shown by the records now on file in the County Clerk's office.

County Board of Canvassers

Attest: _____
Clerk

STATE OF IDAHO

COUNTY OF
BONNEVILLE



I, Christopher Poulter, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidate/issue therein named as appeared on the election ballot held **November 3, 2026**, as shown by the record of the Board of Canvassers filed in my office this 10th day of November, 2026.

_____
County Clerk

Date:	November 19, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the Rick's Farm Division 2, 7th amended plat.

Rick's Farm Division 2 - 7th Amended Plat

Staff Recommendation

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

Compliance

1. This application is in compliance with City Ordinance 10-18 R-3A Residence Zone, 10-37-2A Residential District Uses, 10-29-9 Final Plat Requirements, the Comprehensive Plan, and the Comprehensive Plan Land Use Map.

Summary of Analysis

1. This property was annexed as part of the Rick's Farm Annexation on March 19, 1992 with the initial zone of R3-A
2. The original Rick's Farm Division 2 plat was recorded on March 9, 1999
3. This lot was shown as lot 29 on the Rick's Farm Division 2 6th amended plat and is the remainder of the development referred to as Teton Townhomes
4. This property is annexed into the Eastern Idaho Sewer District (EIRSD)

Parcel Characteristics

- General Location: north of Knight Way, east of Eagle Drive, south of Brianne Avenue, west of Midway Avenue
- Acres: 1.921 acres
- Zoning: R-3A
- Lots: 27 residential lots and 1 open space/common area lot
- Density: 14.06 units per acre

Applicant's Request

- Approval of the Rick's Farm Division 2, 7th Amended Plat
- Presented by Cardon Payne, Connect Engineering and Brett Falkenrath, Falken Construction

Planning and Zoning Commission

- The Commission reviewed the plat on November 5, 2026.
- The Commission recommended approval unanimously.

Motion

I move to approve the Rick's Farm Division 2 , 7th Amended Plat finding it is in compliance with the Comprehensive Plan and City Ordinance, subject to technical review (state any requirements for approval, if applicable).

Attachments:

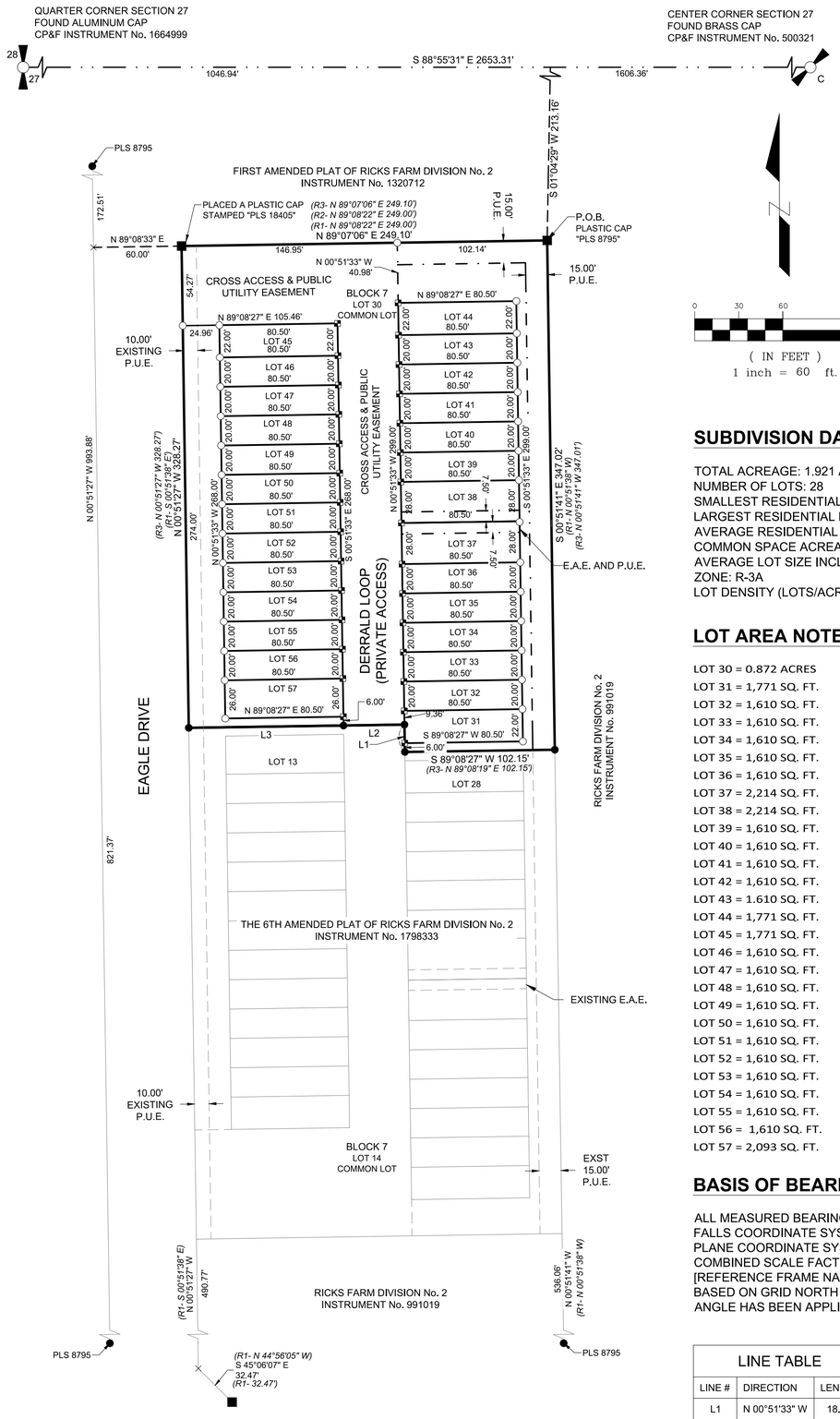
1. Vicinity Map
2. Rick's Farm Division 2 - 7th Amended Plat

Rick's Farm Division 2
7th Amended Plat
Vicinity Map



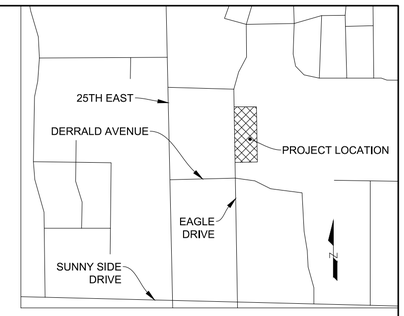
THE 7TH AMENDED PLAT OF RICKS FARM DIVISION No. 2

A SUBDIVISION OF THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO
BEING THE RE-PLAT OF LOT 29 , BLOCK 7, OF THE 6TH AMENDED PLAT OF RICKS FARM DIVISION No. 2 FILED AS INSTRUMENT No. 1798333 BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.



0 30 60 120

(IN FEET)
1 inch = 60 ft.



VICINITY MAP

LEGEND

C	PLSS SECTION CONTROL (AS NOTED)
■	FOUND 5/8" REBAR WITH NO CAP (UNLESS OTHERWISE NOTED)
●	FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405 (UNLESS OTHERWISE NOTED)
▪	SET 1" MAGNETIC BRASS PLUG STAMPED PLS 18405
◉	SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
○	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
×	CALCULATED POINT (NOTHING FOUND, NOTHING SET)
———	SUBDIVISION BOUNDARY
———	LOT LINE
— · — · —	EASEMENT LINE (TYPE AND SIZE AS NOTED)
———	ADJOINING BOUNDARY LINE
— · — · —	SECTION LINE
———	EXISTING EASEMENT LINE
- - - - - -	DIMENSIONAL TIE LINE
(R1-)	RECORD INFORMATION FROM PLAT INSTRUMENT No. 991019
(R2-)	RECORD INFORMATION FROM PLAT INSTRUMENT No. 1320712
(R3-)	RECORD INFORMATION FROM PLAT INSTRUMENT No. 1798333
P.U.E.	PUBLIC UTILITY EASEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT

SUBDIVISION DATA

TOTAL ACREAGE: 1.921 ACRES
NUMBER OF LOTS: 28
SMALLEST RESIDENTIAL LOT SIZE: 1,610 SQ. FT.
LARGEST RESIDENTIAL LOT SIZE: 2,214 SQ. FT.
AVERAGE RESIDENTIAL LOT SIZE: 1,690.5 SQ. FT.
COMMON SPACE ACREAGE TOTAL: 1.774 ACRES
AVERAGE LOT SIZE INCLUDING COMMON SPACE: 3,065 SQ. FT.
ZONE: R-3A
LOT DENSITY (LOTS/ACRES): 14.2 LOTS PER ACRE

LOT AREA NOTES:

LOT 30 = 0.872 ACRES
LOT 31 = 1,771 SQ. FT.
LOT 32 = 1,610 SQ. FT.
LOT 33 = 1,610 SQ. FT.
LOT 34 = 1,610 SQ. FT.
LOT 35 = 1,610 SQ. FT.
LOT 36 = 1,610 SQ. FT.
LOT 37 = 2,214 SQ. FT.
LOT 38 = 2,214 SQ. FT.
LOT 39 = 1,610 SQ. FT.
LOT 40 = 1,610 SQ. FT.
LOT 41 = 1,610 SQ. FT.
LOT 42 = 1,610 SQ. FT.
LOT 43 = 1,610 SQ. FT.
LOT 44 = 1,771 SQ. FT.
LOT 45 = 1,771 SQ. FT.
LOT 46 = 1,610 SQ. FT.
LOT 47 = 1,610 SQ. FT.
LOT 48 = 1,610 SQ. FT.
LOT 49 = 1,610 SQ. FT.
LOT 50 = 1,610 SQ. FT.
LOT 51 = 1,610 SQ. FT.
LOT 52 = 1,610 SQ. FT.
LOT 53 = 1,610 SQ. FT.
LOT 54 = 1,610 SQ. FT.
LOT 55 = 1,610 SQ. FT.
LOT 56 = 1,610 SQ. FT.
LOT 57 = 2,093 SQ. FT.

REFERENCES

1) RICKS FARM DIVISION No. 2 INSTRUMENT No. 991019
2) FIRST AMENDED PLAT OF RICK FARM DIVISION No. 2 INSTRUMENT No. 1320712
3) FIRST AMENDED PLAT OF RICKS FARM DIVISION No. 1 INSTRUMENT No. 991020
4) DEED INSTRUMENT No. 993196
5) SIXTH AMENDED PLAT OF RICKS FARM DIVISION No. 2 INSTRUMENT No. 1798333

SURVEY NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF TETON TOWNHOMES LLC, TO BETTER UTILIZE THE LAND ENCOMPASSED IN THIS SURVEY.

THE EXTERIOR BOUNDARY OF THIS SURVEY WAS DETERMINED BY FOUND MONUMENTS WHICH WERE SET AS PART OF THE SIXTH AMENDED PLAT OF RICKS FARM DIVISION No. 2 FILED AS INSTRUMENT No. 1798333.

BASIS OF BEARING

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

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 00°51'33" W	18.65'
L2	S 89°08'27" W	41.50'
L3	S 89°08'27" W	105.47'

R3-LINE TABLE		
LINE #	DIRECTION	LENGTH
R3-L1	S 00°51'33" E	18.65'
R3-L2	N 89°08'27" E	41.50'
R3-L3	S 89°08'27" W	105.47'

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED STATE OF IDAHO CARDON T. PAYNE 18466

AMMON, ID

DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 24-016	DATE: October 9, 2026

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

THE 7TH AMENDED PLAT OF
RICKS FARM DIVISION No. 2

1 OF 2 SHEETS

THE 7TH AMENDED PLAT OF RICKS FARM DIVISION No. 2

A SUBDIVISION OF THE CITY OF AMMON, BONNEVILLE COUNTY, IDAHO
BEING THE RE-PLAT OF LOT 29 , BLOCK 7, OF THE 6TH AMENDED PLAT OF RICKS FARM DIVISION No. 2 FILED AS INSTRUMENT No. 1798333 BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED TETON TOWNHOMES, LLC AN IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO LOTS AND A BLOCK, WHICH PLAT SHALL HEREAFTER BE KNOWN AS THE 7TH AMENDED PLAT OF RICKS FARM DIVISION No. 2, A SUBDIVISION OF THE CITY OF AMMON, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT THE 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, 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, OR ITS HEIRS, SUCCESSORS OR ASSIGNS.

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

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF 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 SEALS AND SIGNATURES THIS _____DAY OF _____, 20___.

TETON TOWNHOMES, LLC

_____
BRETT FALKENRATH, MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BRETT FALKENRATH, KNOWN OR IDENTIFIED TO ME, TO BE A MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY OF TETON TOWNHOMES, 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:_____

MY COMMISSION EXPIRES ON:_____

TREASURER'S CERTIFICATE

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

_____
BONNEVILLE COUNTY TREASURER DATE

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.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURES THIS _____ DAY OF _____, 20___.

TETON TOWNHOMES, LLC

_____
BRETT FALKENRATH, MANAGING MEMBER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

EASTERN IDAHO PUBLIC HEALTH DEPARTMENT

_____
ENVIRONMENTAL HEALTH SPECIALIST DATE

CITY'S ACCEPTANCE

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

_____ _____
MAYOR CITY CLERK

_____
CITY ENGINEER

BOUNDARY DESCRIPTION

BEING LOT 29, BLOCK 7 OF THE 6TH AMENDED PLAT OF RICKS FARM DIVISION No. 2 FILED AS INSTRUMENT No. 1798333.

BEING FURTHER DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO.

COMMENCING AT WEST QUARTER CORNER OF SAID SECTION 27 (FROM WHICH THE CENTER QUARTER CORNER OF SECTION 27 BEARS S 89°55'31" E 2653.31'), THENCE S 88°55'31" E 1046.94'; THENCE S 01°04'29" W 213.16' TO THE NORTHEAST CORNER OF SAID LOT 29, BLOCK 7 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S 00°51'41" E 347.02' ALONG THE EAST BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE SOUTHEAST CORNER OF THE SAID LOT 2, BLOCK 6;
THENCE ALONG THE SOUTH BOUNDARY LINE OF LOT 29, BLOCK 7 OF THE 6TH AMENDED PLAT OF RICKS FARMS DIVISION No. 2 FILED AS INSTRUMENT No. 1798333 FOR THE FOLLOWING FOUR(4) COURSES;
1) THENCE S 89°08'27" W 102.15' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE SOUTH MOST CORNER OF THE SAID LOT 29, BLOCK 7;
2) THENCE N 00°51'33" W 18.65' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE SOUTH CORNER OF THE SAID LOT 29, BLOCK 7;
3) THENCE S 89°08'27" W 41.50' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7;
4) THENCE S 89°08'27" W 105.47' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7;

THENCE N 00°51'27" W 328.27' ALONG THE WEST BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE NORTHWEST CORNER OF THE SAID LOT 29, BLOCK 7;
THENCE N 89°07'06" E 249.10' ALONG THE NORTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 1.921 ACRES MORE OR LESS

IRRIGATION WATER RIGHTS STATEMENT

THE LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

FLOOD PLAIN DESIGNATION

ZONE X PER FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1600280001 C, EFFECTIVE DATE APRIL 2, 2002.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING 7TH AMENDED PLAT OF RICKS FARMS DIVISION No. 2, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____
BONNEVILLE COUNTY RECORDER DATE

COUNTY SURVEYOR'S VERIFICATION

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

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

SURVEYOR'S CERTIFICATE

I, CARDON T. PAYNE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS THE 7TH AMENDED PLAT OF RICKS FARM DIVISION No. 2, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

_____
CARDON T. PAYNE, PLS 18405

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

PRELIMINARY

AMMON, ID	
DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 24-016	DATE: October 9, 2026

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

THE 7TH AMENDED PLAT OF
RICKS FARM DIVISION No. 2

2 OF 2 SHEETS

Date:	November 19, 2026
To:	Mayor Powell and City Council
Presenting:	Cindy Donovan – Planning Director
Subject:	Staff Report regarding the Teton Townhomes Standard Development Agreement.

Teton Townhomes Division 2 Standard Development Agreement

Staff Recommendation

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

Summary of Analysis

1. The agreement includes the parks and law enforcement contributions.
2. Special Conditions within this agreement are the same as provided in the Teton Townhomes Division Agreement:
    - Upgrading pedestrian infrastructure
    - No parking signs on Eagle Drive shall remain
    - Privacy fencing along Eagle Drive will we installed
3. This lot was shown as lot 29 on the Rick's Farm Division 2 6th amended plat and is the remainder of the development referred to as Teton Townhomes
4. This property is annexed into the Eastern Idaho Sewer District (EIRSD)

Parcel Characteristics

- General Location: north of Knight Way, east of Eagle Drive, south of Brianne Avenue, west of Midway Avenue
- Acres: 1.921 acres
- Zoning: R-3A
- Lots: 27 residential lots and 1 open space/common area lot
- Density: 14.06 units per acre

Applicant's Request

- Approval of the Rick's Farm Division 2, 7th Amended Plat
- Presented by Cardon Payne, Connect Engineering and Brett Falkenrath, Falken Construction

Motion

I move to approve the Teton Townhome Division Standard Development Agreement (state any additional requirements, if applicable).

Attachments:

1. Vicinity Map
2. Teton Townhomes Division 2 Draft Standard Development Agreement

Rick's Farm Division 2 6th Amended Plat Vicinity Map



STANDARD DEVELOPMENT AGREEMENT

(CITY OF AMMON/ TETON TOWNHOMES PHASE 2)

PLACE INSTRUMENT LABEL HERE

THIS AGREEMENT, made and entered into this 19th 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 Teton Townhomes LLC, an individual, 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 November 4, 2026, the Ricks Farm Division 2 7th Amended Plat was approved by the Planning and Zoning Commission; and

WHEREAS, on November 19, 2026, the Ricks Farm Division 2 7th Amended 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 19, 2026 the Mayor and City of Council of the City of Ammon, Idaho, considered the Teton Townhomes Phase 2 Standard Development Agreement for approval; and

WHEREAS, Developer is desirous to avoid those actual costs and expenses that would otherwise be adopted and implemented through the imposition of impact fees to reflect the actual cost of both the City's administration of certain public services and the administration and

construction of public infrastructure and therefore desires to make certain contributions toward community services and infrastructure which Developer deems voluntary and reasonable; and

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

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

AGREEMENT

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

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

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

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

5. **INCORPORATION OF RELATED AGREEMENTS, APPROVALS, PLANS, PERMITS AND OTHER DOCUMENTS.**
   5.1. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full.
      5.1.1. Annexation Ordinance #227 approved by the Ammon City Council on March 19, 1992.
      5.1.2. Final Plat of Rick's Farm Division 2 was approved by the Ammon City Council on March 9, 1999.
      5.1.3. 7th Amended Final Plat of Ricks Farm Division 2 was approved by the Ammon City Council on November 19, 2026.
      5.1.4. Improvement Drawings approved by the City Engineer on December 5, 2024.

   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

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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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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.

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All other requirements necessary for the issuance of building permits, as required by the city, must also be met.

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

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

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

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

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

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

7.1. SC-1: Developer shall upgrade all pedestrian infrastructure on the property to current ADA standards including but not limited to the curb ramps along Eagle Drive prior to first Certificate of Occupancy.

7.2. SC-2: No parking signs shall remain on Eagle Drive along the development frontage, at the discretion of the City Engineer.

7.3. SC-3: Developer shall install privacy fencing along Eagle Drive, with the height and location to be determined by sight triangle specifications, as exists, at the time of the first Certificate of Occupancy adjacent to Eagle Drive.

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:
Teton Townhomes LLC
Attn: Brett Falkenrath
1826 John Adams Parkway
Idaho Falls, ID 83401

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

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

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

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

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

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

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

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

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

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

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

CITY OF AMMON, IDAHO

By:_____
Brian Powell, Mayor

DEVELOPER

By: _____
Brett Falkenrath, Teton Townhomes LLC

ATTEST:

_____
Joanna Dahm, City Clerk

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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 Brett Falkenrath, 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

LEGAL DESCRIPTION

BOUNDARY DESCRIPTION

BEING LOT 29, BLOCK 7 OF THE 6TH AMENDED PLAT OF RICKS FARM DIVISION No. 2 FILED AS INSTRUMENT No. 1798333.

BEING FURTHER DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO.

COMMENCING AT WEST QUARTER CORNER OF SAID SECTION 27 (FROM WHICH THE CENTER QUARTER CORNER OF SECTION 27 BEARS S 89°55'31" E 2653.31'), THENCE
S 88°55'31" E 1046.94'; THENCE S 01°04'29" W 213.16' TO THE NORTHEAST CORNER OF SAID LOT 29, BLOCK 7 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S 00°51'41" E 347.02' ALONG THE EAST BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE SOUTHEAST CORNER OF THE SAID LOT 2, BLOCK 6;
THENCE ALONG THE SOUTH BOUNDARY LINE OF LOT 29, BLOCK 7 OF THE 6TH AMENDED PLAT OF RICKS FARMS DIVISION No. 2 FILED AS INSTRUMENT No. 1798333 FOR THE FOLLOWING FOUR (4) COURSES:
1)THENCE S 89°08'27" W 102.15' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE SOUTH MOST CORNER OF THE SAID LOT 29, BLOCK 7;
2)THENCE N 00°51'33" W 18.65' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE SOUTH CORNER OF THE SAID LOT 29, BLOCK 7;
3)THENCE S 89°08'27" W 41.50' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7;
4)THENCE S 89°08'27" W 105.47' ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7;

THENCE N 00°51'27" W 328.27' ALONG THE WEST BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE NORTHWEST CORNER OF THE SAID LOT 29, BLOCK 7;
THENCE N 89°07'06" E 249.10' ALONG THE NORTH BOUNDARY LINE OF THE SAID LOT 29, BLOCK 7 TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 1.921 ACRES MORE OR LESS

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BMPO ACCESS MANAGEMENT PLAN

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