



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.us

AGENDA

BANNOCK COUNTY

PLANNING & DEVELOPMENT COUNCIL MEETING

MARCH 19, 2025 – 5:15 PM

The public meeting will be held in Conference Room 1, Office of Planning and Development Services, 5500 S 5th Ave, Pocatello, ID 83204.

Any citizen who wishes to address the Council, must first complete a sign-up sheet and give their name and address for the record. If a citizen wishes to read documentation of any sort to the Council, they must have a copy available to submit as part of the record. There will be a three (3) minute time limitation for presentations by citizens. The purpose of this agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings allow for public comment during the discussion / consideration process.** Citizens have an opportunity to be heard by the Council if the item meets the criteria as described in the agenda. You must sign in at the start of the meeting to be recognized.

RECESS: The Council Chair or Vice Chair may call a recess, as they deem necessary, to allow Council members and participants a brief rest period.

Bannock County complies with requirements of the Americans with Disabilities Act. Special accommodations can be provided with three (3) days advance notice by calling 208.236.7230, emailing development@bannockcounty.gov, or coming into the office.

AGENDA ITEM NO.	1.	ROLL CALL AND DISCLOSURE OF CONFLICT OF INTEREST – EX-PARTE COMMUNICATION AND SITE VISIT Disclose any communication, including who was there and the basic substance of conversation. Disclose if a site visit was made, location(s) of the site visit and what was seen.
AGENDA ITEM NO.	2.	PRELIMINARY BUSINESS a) Agenda Clarification and Approval (Action Item)

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AGENDA ITEM NO. 3. APPROVAL OF MINUTES (ACTION ITEM)
a) January 15, 2025

PUBLIC HEARING ITEMS

(The procedure used for conducting the public hearings is at the end of this agenda.)

AGENDA ITEM NO. 4. CONDITIONAL USE PERMIT – MINING OPERATION:
Richard Jessop petitions for a conditional use permit to construct a rock and sand mining operation. The facility proposes hours of operation from 8 a.m. to 6 p.m., Monday through Saturday. The facility proposes 4 employees, as well as the use of heavy equipment in conjunction with the mining operation to include screening and crushing. The affected property is known as parcel RPR4431003601 and is currently addressed as 1405 E. Richards Road, Downey, ID 83234. At the hearing, the Council shall evaluate the proposed use against criteria established in §530 of the Zoning Ordinance. Type of action: Decision.
(ACTION ITEM)

BUSINESS ITEMS

AGENDA ITEM NO. 5. PRELIMINARY PLAT APPROVAL – WESTFIELD ESTATES DIVISION 6: David Assan requests preliminary plat approval for tax parcels RPR3853006605 and RP RRWE4000500 in accordance with procedures and standards established in the Subdivision and Zoning Ordinances. Type of action: Decision.
(ACTION ITEM)

AGENDA ITEM NO. 6. ITEMS OF INTEREST
a) Update on recommendations to Commissioners
b) Discussion of upcoming hearing items
c) Announcements

AGENDA ITEM NO. 7. CITIZEN COMMENTS
This time has been set aside to hear items from the audience, not listed on the agenda. Items which appeared

somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. You must sign in at the start of the meeting in order to be recognized. Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.

AGENDA ITEM NO.	8.	WORK SESSION
	a)	Council By-Laws
	b)	Section 580 – Zoning Ordinance
	c)	Working through Findings
AGENDA ITEM NO.	9.	ADJOURN

The application for each item will be available to the public by request at Planning and Development Services office and on the department's website at www.bannockcounty.us/planning. Written testimony of fewer than two (2) pages must be received by the Planning and Development Services office no later than March 11, 2025. Written testimony may also be sent to development@bannockcounty.gov. Any written testimony not received by the deadline must be brought to the council meeting and presented at the public hearing. All submitted testimony shall be considered public record. Discriminatory testimony shall not be permitted. Written testimony must comply with standards established in §560.7 of the Bannock County Zoning Ordinance.

PUBLIC HEARING PROCEDURE

1. A presentation is made by the applicant.
2. An explanation of the subject of the hearing is presented by the Planning and Development Service staff. (No time limit)
3. Testimony is given by the audience in favor of the proposal and then neutral on the proposal and against the proposal. Questioning of the participants, and rebuttals are entertained by the Planning and Development Council
4. The applicant may rebut the arguments offered by the opposition.
5. The Planning and Development Council discusses the hearing subject; they may direct questions to the staff, the applicant and the audience during this stage of the hearing process.
6. The hearing is closed to oral testimony from the applicant and the audience. The hearing process is concluded.

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The Council accepts oral testimony and may accept limited written testimony from those in attendance, but only if the parties have filled out the testimony sign-in sheet. **If you have submitted written testimony as part of the packet, you cannot also give an oral testimony unless it is to read the written testimony into the record.** In order to keep a clear audio recording of this hearing, when testifying, a person must come to the podium and state their full name and address. Comments will not be accepted from the audience seats and discriminatory testimony shall not be permitted. There shall be no booing, hissing, or cheering.

AGENDA ITEM NO. 3

Approval of Minutes -

January 15, 2025

BANNOCK COUNTY PLANNING AND DEVELOPMENT COUNCIL

DRAFT MEETING MINUTES | January 15, 2025

BANNOCK COUNTY STAFF PRESENT: Hal Jensen, Planning Director, Tristan Bourquin, Assistant Planning Director; Annie Hughes Williams, Zoning Planner; Alisse Foster, Subdivision Planner; Marj Williams, Management Assistant; and Kiel Burmester, Road and Bridge Director.

Stewart Ward calls the meeting to order at 5:16 p.m.

1. ROLL CALL AND DISCLOSURE OF CONFLICTS OF INTEREST:

Present Council Members: Stewart Ward, Chad Selleneit, Edward Ulrich, Molly Dimick, and Krystal Madsen.

Ward recused himself from Agenda Items #11 and #12.

Selleneit is familiar with property in Agenda Items #5 and #6.

2. PRELIMINARY BUSINESS:

AGENDA CLARIFICATION AND APPROVAL

Tristan Bourquin, Assistant Planning Director does not have any clarifications or changes that need to be made to the agenda.

Ulrich makes a motion to approve agenda. Selleneit seconds. All in favor.

VOTE FOR CHAIR AND VICE CHAIR

Ulrich nominates Stewart Ward as Chair. Dimick nominates Edward Ulrich as Vice Chair.

Ward makes a motion as Chair and Ulrich as Vice Chair for one more year. Madsen seconds. All in favor.

3. APPROVAL OF MINUTES:

Ulrich makes a motion to approve the August 21, 2024, September 18, 2024, and October 16, 2024, meeting minutes.

Madsen seconds. All in favor.

PUBLIC HEARING ITEMS:

4. SUBDIVISION CONCEPT PLAN – PEPPERGRASS POINT SUBDIVISION

Selleniet makes a motion to open public hearing. Ulrich seconds. All in favor.

Pursuant to Section 302 of the Bannock County Subdivision Ordinance, Jose Nava proposes a lot combination to an existing platted subdivision to adjust approximately 3.32 acres, 2.77 acres, and 5.66 acres into 4.71 acre and 7.05 acre lots. Lot 17 and 18, Block 1, Wild Horse Subdivision Phase 4. The developer has proposed individual septic systems and existing shared wells.

Jose Nava, 1290 Mountain West Drive, Pocatello, Idaho. Lot 17 and 18 of Wild Horse Subdivision with the combination will produce two large area parcels. NOTE: Could not hear audio of applicant.

STAFF REPORT

Alisse Foster, Subdivision Planner, you have the staff report before you. They are proposing to decrease the number of lots. There are four (4) proposed conditions on there. After further research with No. 1, I would also recommend adding at the end of that sentence per Idaho Code 50-1306A, which that section addresses how to properly vacate an easement.

Ulrich, "he did bring up CC&R's. Is it deed restricted for those lots?"

Alisse Foster, "CC&R's are not within the deeds."

Ulrich, "I understand that, but there is no deed restriction that says that these can't be split and added to other lots."

Alisse Foster, "not that I saw. CC&R's are civil so ordinance has no jurisdiction over CC&R's."

Ward, "on the recommended conditions No. 1 and No. 4 are basically the same."

Alisse Foster, "you are right, they are."

Ward, "just for clarification, if they get written approval from the utility companies to vacate some of those existing easements, those easements would not be depicted as condition No. 2. states."

Alisse Foster, "correct."

Ulrich, "how would you want to word that then?"

Alisse Foster, "you could reword it on preliminary plat and that would remove final plat."

Ulrich, "that would strike No. 3."

Ward, "No. 1 and No. 4, it is saying." No. 2 would just be reworded." We can just change it on preliminary plat."

PUBLIC TESTIMONY

Public testimony in favor: None.

Public testimony neutral: None.

Public testimony opposed: None.

DISCUSSION

Alisse Foster, "Jose can I clarify for the record on one thing, you stated they would be equal size lots, but that shows one of them is 4.71. Are they both going to be closer to 7 acres?"

Jose Nava, "that split is in the middle lot, I just split that middle lot in half. Original lot was 18."

FINDINGS

1. The proposed tentative plan is in conformance with the Bannock County Comprehensive Plan; is in conformance with applicable provisions of this Ordinance, other County Ordinances, and Idaho Code. Policy 1.1.2 states that developments meet adopted plans. The current proposal adheres to this policy. Lot sizes are in conformance with Section 330 of the Zoning Ordinance.
2. The proposed roads and bridges are designed and constructed according to Section 402 of the Subdivision Ordinance. A design deviation was not requested and was not granted to equal or exceed these standards for its purpose. There are no changes being made to existing roads and new roads are being proposed.
3. The proposed partitioning of land does not prohibit the extension of dedicated streets or roads. There are no changes being made to existing roads and new roads are being proposed, and lots are already located on a dead-end street.
4. The proposed partitioning will not conflict with legally established easements or access within or adjacent to the proposed land partition. The current easements are proposed to be vacated and requirements will be stated within conditions.
5. The blocks of lots are located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities. As shown on the plat,

lots are laid out according to adjoining parcel lines. And according to policy 1.1.2 in the Comprehensive Plan.

6. The proposed property is physically suitable for the type and proposed density of development and does conform to existing zone standards. Lot sizes are in conformance with Section 330 of the Zoning Ordinance.

CONDITIONS

1. At submittal of Preliminary Plat, provide written approval from all utility companies for the removal or adjustment of existing utility easements, per Idaho Code 50-1306A.
2. Depict all current and proposed easements and rights-of-way located within the subdivision, on preliminary plat, including measurements and instrument numbers (when available).
3. At Final Plat, developer to provide documentation that power has been extended to the corner of each lot.

Dimick makes motion, based on the record and the discussion this evening, I move to approve the request for the Peppergrass Point Subdivision Concept Plan as described in the application materials as supplemented with additional information attached in the staff report and according to testimony received, and to adopt the proposed findings and order for signature by the Chair or Vice-Chair with conditions as written.

Madsen seconds.

Roll call. Dimick – yes. Ulrich – yes. Ward – yes. Selleniet – yes. Madsen – yes.

Motion passes 5-0.

5. FUTURE LAND USE MAP AMENDMENT: Jerry Johnson proposes the redesignation of approximately 62.08 acres of land from Agricultural to Recreation on the Future Land Use Map. The subject properties are located in Sections 19 and 30 of Township 9 South, Range 38 East of the Boise Meridian. Recommendation to County Commissioners.

Jerry Johnson, 8890 E. Maughan Road, Lava Hot Springs, ID. Bought this property in 2008 and was zoned recreational. When wife was getting building permits for barns, they told her the permits would be cheaper and taxes would be cheaper so we changed it to agricultural and they said we could change it back if we wanted to at a later day.

Ward, “you are wanting to change it to property that is right next door, correct?”

Jerry Johnson, "yes, future land use. I am not physically able to farm it anymore due to some disabilities. I need to rezone and sell it. Changing the zone makes it more marketable to sell."

STAFF

Annie Hughes, Zoning Planner, do you have any questions regarding the report and the Future Land Use Map?

Ward, "the Future Land Use Map and map amendment needs to match the future zone, correct?"

Tristan Bourquin, Assistant Planning Director, "yes."

Selleneit, "to rezone or reclassify it as recreational, I understand that could allow one (1) acre building lots. I am familiar with this property and the Portneuf River is right there. My question is if he sells 60 acres to the developer now that it is recreational and develops one (1) acre lots and IDWR comes in and says there is no way we are letting you drill 60 wells right next to the Portneuf River I feel like we will be kicking the can down the road."

Ulrich, "we need to keep in mind it is not ours to determine that can down the road. We are to determine today; does it make sense to put it back to recreational?"

Selleneit, "is the land usable as recreational?" Isn't that something we should look at?"

Tristan Bourquin, Assistant Planning Director, it is based on the criteria for approval or recommendation of approval.

PUBLIC TESTIMONY

Public testimony in favor: Julie Hill, Jerry Johnson's realtor. There is an offer on the table. Recreational property is valued at a much higher rate than agricultural. Zoned back to what it was.

Public testimony neutral: Mark Lowe, 9246 E. Maughan Road, Lava Hot Springs, ID. Owns property directly east. Agrees the Future Use Land Map needs to be changed back to agricultural rather than rural residential. Asked staff what specific dates was this zoned recreational. My property was never zoned recreational.

Public testimony opposed: Brett Casperson, 8893 E. Maughan Road, Lava Hot Springs, ID. Lives south of the property. When was this property zoned different than agricultural? My understanding it has always been

agricultural. Jerry moved his horses and barn because it was zoned agricultural. Trying to farm 1,500 acres. Farm has been in family for over 100 years. Wants to stay agricultural.

Nancy Casperson, 8893 E. Maughan Road, Lava Hot Springs, ID. Owns 1,200 acres across from the Johnson farm. Concerned about growth of Lava Hot Springs. Advertise this ground on Zillow that they want to convert this ground from agricultural to recreational. Advertising it as irrigated farm ground that produces over 5 ton an acre. Undue burden on the city and the county public services.

Nolan Johnson, 9077 E. US 30, Lava Hot Springs, ID. Provided letter for the record against the rezone as it is prime agricultural land and should be preserved for agricultural. Opens the door for a potential of 60-70 high density lots to be developed each requiring culinary wells and sewer system. Concerned about negative impact wells will have on the aquifer to supply 60-70 more homes.

Ward, "any questions or comments?"

Selleniet, "I think it is not within the Comprehensive Plan and think it should stay agricultural because it is prime farm land, irrigated prime farm land."

Ulrich, "I have a question, this is a hearing for the Future Land Use Map?"

Tristan Bourquin, Assistant Planning Director, the Future Land Use Map has this area designated residential rural.

Ulrich, "but on the rezone there has to be the rule of adjacency."

Tristan Bourquin, Assistant Planning Director, "correct."

Ulrich, "so current, there is no adjacency."

Tristan Bourquin, Assistant Planning Director, "there is, they are touching recreation on the east."

FINDINGS

1. The existing Comprehensive Plan and/or any related element thereof is not in need of the proposed amendment. The proposed parcels do not have characteristics that promote

tourism or conserve outdoor recreational activities, as outlined in Table 1.2 in the Comprehensive Plan.

2. The proposed amendment is not compatible with the surrounding area, and the goals and policies of the Comprehensive Plan. The proposal is contiguous with the recreation designation; however, Policy 1.3.1 states: Continue to require developments, rezones and land uses to comply with the Future Land Use Map and associated Future Land Use Category descriptions, densities and intensities. The proposed amendment would not be compatible with this policy.
3. The proposed amendment will not have major negative impacts on transportation, services, and facilities. With this current proposal, there would be no major negative impacts. Any future development would be reviewed at that time.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of facilities and services, and is compatible with existing and planned service provision. With this current proposal, there would be minimal impacts on service provisions and availability of services. Any future development would be reviewed at that time.
5. Strict adherence to the Comprehensive Plan would not result in a situation neither intended nor in keeping with other key elements and policies of the Plan. Strict adherence to the Plan would keep these parcels designated as Residential Rural. Keeping the existing designation would still allow for growth in the area, just not at the recreation density.
6. The proposed Plan amendment will not promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof. The proposed parcels do not have characteristics that promote tourism or conserve outdoor recreational activities, as outlined in Table 1.2 in the Comprehensive Plan. Policy 1.3.1 states: Continue to require developments, rezones and land uses to comply with the Future Land Use Map and associated Future Land Use Category descriptions, densities and intensities. The proposed amendment would not be compatible with this policy.

Ulrich makes a motion recommending denial to the Board of County Commissioners for the request by Jerry Johnson to amend the Future Land Use Map.

Selleneit seconds.

Roll call. Dimick – yes. Ulrich – yes. Ward – yes. Selleniet – yes. Madsen – yes.

Motion Denied 5-0.

6. REZONE

Jerry Johnson proposes the redesignation of approximately 62.08 acres of land from Agricultural to Recreational on the Zoning Map. The subject properties are located in Sections 19 and 30 of Township 9 South, Range 38 East of the Boise Meridian. Recommendation to County Commissioners.

Jerry Johnson, 8890 E. Maughan Road, Lava Hot Springs, ID. Has river access in two spots down by the bridge. Didn't have much to say just wants to sell it.

Annie Hughes, Zoning Planner, "do you have any questions?"

Ulrich, "so the FLUM has recreational and residential rural on the FLUM, but in the current state there is no adjacency of residential rural, correct?"

Tristan Bourquin, Assistant Planning Director, "correct."

Ward, "do we have anyone signed up for public testimony?"

Public testimony in favor: Julie Hill, Jerry Johnson's realtor. "Mr. Johnson has one building right because that is zoned agricultural so those others parcels cannot be built on. There is no opportunity for him to do residential rural because he is not adjoining residential rural property. If you do not provide the rezone to recreational, you are limiting what can be done with that property. There are multiple parcels around him that are developed." Discussed staff report with council. Prime area for tourism. Mr. Johnson will be greatly impacted if left as agricultural zoning. Neighbors are limiting what they can do in the future.

Public testimony neutral: None.

Public testimony opposed: Ward read letter from Nolan Johnson, 9077 E. US 30, Lava Hot Springs, ID 83246. Mr. Johnson is opposed to rezone due to the following reasons: Prime agricultural land, should be preserved and used for agricultural, food and fiber cannot be grown on concrete and asphalt. Rezoning the 62 acres to recreational opens the door for potentially 60-70 high density lots to be developed each requiring a culinary well and sewer system. Concerned about the negative impact of that many wells and the negative impact it will have on the aquifer and polluting the ground water.

Brett Casperson, 8893 E. Maughan Road, Lava Hot Springs, ID. Discussed access and surrounding areas. Don't need to take agricultural land out.

Justin Casperson, 8789 E. Maughan Road, Lava Hot Springs, ID. Read letter from Barry Hobson, 9247 E. Merrick Road, Lava Hot Springs, ID. Concerned as neighboring property farm owner. Changing property from agricultural would be detrimental for the safety and well-being of animals, increased traffic, and affect infrastructure.

Nancy Casperson, 8893 E. Maughan Road, Lava Hot Springs, ID. Owns property directly south of Mr. Johnson's property. The only land that touches another zone of Jerry's is down on the river front and it is considered in the flood zone and is a very small piece of property so very limited and could not be built on. Not compatible with use. Does not disagree with Jerry's right to sell his property, but when his right affects all surrounding neighbors, then who is paying the price for his right? We will all pay a price in the future if it gets changed to residential. Rezone would adversely affect us.

Mark Lowe, 9246 E. Maughan Road, Lava Hot Springs, ID. Referenced Bannock County Zoning Ordinance 1998-1 and real estate listing of Mr. Johnson's property. Is there a need for more recreation zoning in the Lava area? Referenced map and acreage. Why do we need to take more Agricultural ground out of production? The property has never been anything but Ag ground. Most importantly, if this spot zoning is approved as part of the request, the parcels that my wife and I own and live in would be completely isolated and surrounded by recreational. I plead with you, that you not approve to County Commissioners.

Ward, question for staff. "Looking at it briefly, would those other big parcels have a building right if they remained that parcel for the last 40 years?"

Tristan Bourquin, Assistant Planning Director, "if they have maintained the same legal description, yes." "We would have to do parcel determinations on them to be sure."

Ulrich, "he has six parcels total, on the top parcels that border Hwy 30, what prevents him from just having those moved to recreational?" All the adjacency is there.

Selleneit, "Portneuf River."

Ulrich, "Portneuf River doesn't matter." "The rezone that's it."

Tristan Bourquin, Assistant Planning Director, “the rezoning and the Future Use Land Map having it be designated the correct zone.”

Ulrich, “so his ground that is not as desirable as agricultural ground, he could do this whole thing again with just those parcels.”

Tristan Bourquin, Assistant Planning Director, “he could.”

Ward, “we are looking at the whole property.”

Rebuttal: Jerry Johnson, 8890 E. Maughan Road, Lava Hot Springs, ID. He explained on the map, the only part he is irrigating or farming. The rest of it is just grass. Discussed neighbor building a house for his son and putting in a beauty salon and wanted to know how he could do that if he can't change his zoning. Neighbor is agricultural too.

FINDINGS

1. The uses allowed in the proposed district would not be compatible with surrounding uses. The surrounding uses are predominately agricultural with some residential uses.
2. The proposed zoning district would not adversely affect the surrounding neighborhood's stability and property values. There are currently no development proposals so the change in zoning would not adversely affect the surrounding neighborhood's stability and property values at this time. This change would also increase the neighbor's ability to rezone.
3. The applicant has shown that there is not a need for the proposed zoning district in the County or at the proposed location. Zoning Ordinance Section 342 currently states that parcels should not be suitable for agricultural uses when considering a recreation zoning designation. Some of these parcels are currently being used for agriculture.
4. The public cost resulting from the change in land use would not be excessive when compared with the public benefit derived from the change in land use. There are currently no developments proposed so there would not be a public cost with this land use.
5. Adequate public services, utilities, and facilities would be available to serve the changed land use. Residential development can increase traffic and place demands on local infrastructure. If future development of these parcels occurs, these items would need to be more fully addressed. Power is available at the road and is already provided to the property. There are public services available, such as fire and emergency services.

6. The proposed zoning district would allow uses that would be detrimental to the environment of the immediate neighborhood. Some of the uses allowed in the recreational zoning district would be detrimental to the environment of the immediate neighborhood. This includes multi-family homes, outdoor recreational uses, parks, and golf courses.
7. The requested change would not be in accordance with the goals and policies of the County Comprehensive Plan. The future land use map is designated as residential rural. The requested change to recreational would not be in conformance with the Comprehensive Plan. Policy 1.3.1 and Table 1.2 are referenced.

Selleneit makes a motion, based on the record and the discussion this evening, the Council recommends denied to the Board of County Commissioners, the request made by Jerry Johnson to rezone as described in the application materials as supplemented with additional information attached in the staff report and according to testimony received, and to adopt the proposed findings and order for signature by the Chair or Vice-Chair.

Ulrich seconds.

Roll call. Dimick – yes. Ulrich – yes. Ward – yes. Selleneit – yes. Madsen – yes.

Motion Denied 5-0.

7. SUBDIVISION CONCEPT PLAN – WESTFIELD ESTATES DIVISION 6

Pursuant to Section 302 of the Bannock County Subdivision Ordinance, David Assan proposes to subdivide approximately 7.15 acres of land into 13 lots. Subject property is located in the SW4NW4, Section 5, Township 6S, Range 34E., B.M. Sewer and water will be connected to the City of Chubbuck. There will be 13 buildable lots and will be between 0.46 and 0.58 acres in size.

Matt Baker, 600 E. Oak Street, Pocatello, ID 83201. Thirteen acres in Westfield Estates Division 4 and on the South by Westfield Estates Division 5 on the West of Rio Vista with access through Division 4 and 5 to Rio Vista and to Siphon Road. Two different parcels. We are replotting a lot in Division 4.

Selleneit, “there were a list of things from the City of Chubbuck. Did that pertain to this and all the requirements they had? Has that been resolved?

Matt Baker, “from my understanding it was resolved.”

Alisse Foster, Subdivision Planner, “there is no agreement between the County and the City as far as development goes. They are proposing to connect to City water and sewer and have gone back and forth with the City multiple times on this subdivision and have made resolution on

what the requirements are as far as road building and any additional requirements that they are going to have. They have also signed an agreement to annex at the time that arrives.”

Ward, “staff.”

Alisse Foster, Subdivision Planner, “I have ten (10) proposed conditions that I have recommended to council based off of notes that are existing on other phases to provide some consistency.” Because this is attached to city water, the City has asked that sidewalks be put in, not the County. We don’t regulate sidewalks, maintain sidewalks, and do not have the capability to do so. There are some ADA ramps that come down into the right-of-way. The sidewalks themselves are built outside of the right-of-way. Once this is annexed into the City, the City will then take care of maintenance on items in the right-of-way. Does council have any questions?”

Ward, “I noticed all of the agency comments are 3 to 4 years old and we did not get any updated comments. I did notice the letter that Chad was talking about from the City of Chubbuck, indicating that most of those had been addressed. I want to make sure that we are not using agency comments that are dealing with rules and regulations that are 3 years old and that may have changed what we need to address today.”

Alisse Foster, Subdivision Planner, “the current ordinance does not give an expiration on predevelopment, which is where agency comments have come from in the application. Predevelopment was approved on phase 4 through 8 with recommendations on how to move forward to concept. Concept does have expirations and agencies are notified again at the concept time given the opportunity to provide additional comments. I think DEQ was the only one that responded.

Ward, “I am assuming that the developer has a development agreement with the City for public utilities or whatever the City will take over at the end.”

PUBLIC TESTIMONY

Public testimony in favor: None.

Public testimony neutral: None.

Public testimony opposed: None.

FINDINGS

1. The proposed tentative plan is in conformance with the Bannock County Comprehensive Plan; is in conformance with applicable provisions of this Ordinance, other County Ordinances, and Idaho Code. Policy 1.1.1 states: Collaborate with developers to ensure that new development bears the costs associated with providing services to said development. Policy 1.1.2 states: Ensure that new development meets and/or implements applicable adopted County standards, policies, master plans and regional plans. Objective 1.3 states: Plan collaboratively with surrounding governments for development that is beneficial and compatible with surrounding ACIs and rural, recreational and agricultural areas. The Residential Suburban zoning district allows this density of development when connecting to city services.
2. The proposed roads and bridges are designed and constructed according to Section 402 of the Subdivision Ordinance. A design deviation was not requested and was not granted to equal or exceed these standards for its purpose. Section 402 references the Bannock County Road and Bridge manual (Section 2100.110), which allows developments to use city standards when located within the area of city impact.
3. The proposed partitioning of land does not prohibit the extension of dedicated streets or roads. This development connects to dedicated streets and roads.
4. The proposed partitioning will not conflict with legally established easements or access within or adjacent to the proposed land partition. This development is connecting to established easements and access from previous phases.
5. The blocks of lots are located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities. The development is laid out similarly to adjoining parcels and conforms to the overall master plan.
6. The proposed property is physically suitable for the type and proposed density of development and does conform to existing zone standards. The Residential Suburban zoning district allows this density of development when connecting to city services.

CONDITIONS

1. Provide written comments regarding the road design from the City of Chubbuck with Preliminary Plat submittal. In the absence of comment, provide evidence of attempt to contact them at least twice.
2. All existing structures shall meet setback requirements of instrument number 22127540. Setback measurements shall be depicted on Preliminary Plat.

3. 60' strip on the west side of subdivision to be labeled as right-of-way on all subsequent plats.
4. Provide location of central mail boxes on the preliminary plat and final plat.
5. Provide location of school bus stop on the preliminary plat and final plat.
6. All subsequent plats shall state "Lot 4 Block 4 and Lot 6 Block 3 shall be restricted to only have access from Yorkshire Lane. Lot 6 and Lot 7, Block 4 are restricted from access off of Rio Vista Road."
7. Include the proposed stormwater detention/retention methods and measures, adequate for controlling post development stormwater runoff, on the preliminary plat.
8. All subsequent plats shall state "This subdivision is in area of concern for Ethylene Dibromide (EDB) groundwater contamination."
9. All sidewalks within the right-of-way shall be the HOA's responsibility while located within the county. CC&Rs shall state so.
10. 10' public utility easement to be extended within lots 6 and 7 along Rio Vista Road.

Ward, "we have a motion, do we have a second?"

Selleniet seconds.

Roll call. Dimick – yes. Ulrich – yes. Ward – yes. Selleniet – yes. Madsen – yes.

Motion approved 5-0.

8. ORDINANCE CHANGE – ZONING ORDINANCE TEXT AMENDMENT

Bannock County proposes textual changes to 471.1 Substandard Lots, in accordance with Idaho Code. Recommendation to County Commissioners.

Ulrich, "are we changing the date? The recommendation is the date change."

Tristan Bourquin, Assistant Planning Director, "yes."

Ward, "why?"

Tristan Bourquin, Assistant Planning Director, "we amended 471.1 in June 2022 and when we did that we realized that we took development rights away because the original standard lot and parcel was a nonstandard lot definition, which was anything that had a record of survey between those dates so by removing the July 9, 1984, date and placing April 1, 2015, anything that had a record of survey between July 9, 1984, and April 1, 2015, was originally a standard lot within the old verbiage of the ordinance and we took that away by rewriting it incorrectly. This is fixing what we thought was correct originally."

PUBLIC TESTIMONY

Public testimony in favor: None.

Public testimony neutral: None.

Public testimony opposed: None.

Ulrich makes motion to recommend the textural change to 471.1 Substandard Lots that the record of survey recorded between July 9, 1984, to June 14, 2022, versus the original text that said April 1, 2015, to the County Commissioners for approval.

Selleneit seconds.

Roll call. Dimick – yes. Ulrich – yes. Ward – yes. Selleneit – yes. Madsen – yes.

Recommendation to County Commissioners 5-0.

9. ORDINANCE ADOPTION – AGRICULTURAL PROTECTION AREA ORDINANCE

Bannock County proposes to adopt a new Agricultural Protection Area Ordinance, in accordance with Idaho Code. Recommendation to County Commissioners.

Tristan Bourquin, Assistant Planning Director, “we have this new ordinance before you. In July, the Idaho Legislature adopted a new code stating that all counties were required to create an agricultural protection area ordinance to allow property owners to opt into this agricultural protection area for their parcels. Idaho Code section designates how many acres it has to contain in order to request the protection in the agricultural area overlay zone.”

PUBLIC TESTIMONY

Public testimony in favor: None.

Public testimony neutral: None.

Public testimony opposed: None.

Selleneit makes motion for recommendation to the County Commissioners for ordinance adoption Section 461 Agricultural Protection Area and Definitions Section 200.

Madsen seconds.

Roll call. Dimick – yes. Ulrich – yes. Ward – yes. Selleniet – yes. Madsen – yes.

Recommendation to County Commissioners 5-0.

10. FUTURE LAND USE MAP

Bannock County is seeking to amend the Bannock County Comprehensive Plan for the purpose of creating an Agricultural Protection Area Overlay Zone according to Idaho Code. Recommendation to County Commissioners. Basic overview of the APA.

PUBLIC TESTIMONY

Public testimony in favor: None.

Public testimony neutral: None.

Public testimony opposed: None.

Selleniet makes motion for recommendation to the County Commissioners on the Future Land Use Map containing the Agricultural Protection Area Overlay Zone.

Madsen seconds.

Roll call. Dimick – yes. Ulrich – yes. Ward – yes. Selleniet – yes. Madsen – yes.

Recommendation to County Commissioners 5-0.

11. BUSINESS ITEM: PRELIMINARY PLAT APPROVAL – REYNOLDS ACRES

Tyler Scheibenpflug requests preliminary plat approval for tax parcel RPRRLIS000200 in accordance with procedures and standards established in the Subdivision and Zoning Ordinances.

Stewart Ward, Dioptra, 4880 Clover Dell Road, Chubbuck, ID representing the applicant. This is essentially a lot split of an existing lot within the Lilly Sioux Subdivision in Inkom. Current owner wanted to split it to create another buildable lot and to have similar lot sizes. Septic will remain on Lot 2B and Lot 2A with the existing shop and will eventually have a home built on it. Applicant has talked with the HOA and has permission to use the CC&R's as part of this lot split. All existing utility easements or other easements will remain in place.

Ulrich, "did you look at the recommendations from staff?"

Ward, "yes and no concerns."

Ulrich, "does Road & Bridge have a concern with a secondary access?"

Kiel Burmester, Road & Bridge Director, "no we looked it over and its already been built to standard."

FINDINGS

1. The preliminary plat is in conformance with the Bannock County Planning and Development Council's approved Concept Plan, all applicable provisions of the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code. There have been no changes from Concept approval and this lot split is within a current subdivision where no other changes are being made.
2. The street plan for the proposed subdivision will permit its development in accordance with the Bannock County Subdivision Ordinance. There are no changes to the existing street plan or existing roadways.
3. The street plan for the proposed subdivision will permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary. There are no changes to the existing street plan or existing roadways.
4. Lot lines and roads do relate to land shapes and existing development. There are no changes to the existing development.

Selleneit makes motion, based on the record and the discussion this evening, I move to approve the request for the preliminary plat of Reynolds Acres, as described in the application materials as supplemented with additional information attached in the staff report and to adopt the proposed findings and order for signature by the Chair or Vice-Chair with the following conditions.

Dimick reads the following conditions:

1. CC&Rs shall reference new subdivision name.
2. Update note 9 by listing out all easements and restrictions for this subdivision, separately.

Madsen seconds.

Roll call. Dimick – yes. Ulrich – yes. Selleniet – yes. Madsen – yes.

Motion approved 4-0.

12. BUSINESS ITEM: PRELIMINARY PLAT APPROVAL – TURKEY HOLLOW SUBDIVISION

Stewart Ward requests preliminary plat approval for tax parcels RPRRCHS000600 and RPRRCHS000700 in accordance with procedures and standards established in the Subdivision and Zoning Ordinances.

Stewart Ward, Dioptra, 4880 Clover Dell Road, Chubbuck, ID representing the applicant. This is a lot line adjustment. Lots 6 & 7 in Coyote Hollow. Developer owns both lots and wants to adjust the line between them to give his home more property and the other lot a little less. Open space has already been designated on the original subdivision. Everything else is the same as the concept plan that was approved.

FINDINGS

1. The preliminary plat is in conformance with the Bannock County Planning and Development Council's approved Concept Plan, all applicable provisions of the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code. There are no changes from the approved Concept Plan and this lot adjustment is within a current subdivision where no other changes are being made.
2. The street plan for the proposed subdivision will permit its development in accordance with the Bannock County Subdivision Ordinance. There are no changes to the existing street plan or existing roadways.
3. The street plan for the proposed subdivision will permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary. There are no changes to the existing street plan or existing roadways.
4. Lot lines and roads do relate to land shapes and existing development. There are no changes to the existing development. This is only a lot line adjustment between lots in existing subdivision. The adjustment allows the property line to follow the contour lines.

Madsen makes motion, based on the record and the discussion this evening, I move to approve the request for the preliminary plat of Turkey Hollow Subdivision, as described in the application materials as supplemented with additional information attached in the staff report and to adopt

the proposed findings and order for signature by the Chair or Vice-Chair with the following conditions.

Dimick reads the following conditions:

1. Plat shall state "All lots are subject to a 5-foot public utility easement along all lot lines."
2. CC&Rs shall reference new subdivision name.

Selleniet seconds.

Roll call. Ulrich – yes. Selleniet – yes. Dimick – yes. Madsen – yes.

Motion approved 4-0.

13. ITEMS OF INTEREST

Update on recommendations to Commission was transfer of development rights from the November meeting and Commission approved the transfer of development rights.

Discussion of upcoming hearing items next month is the comprehensive plan.

Announcements – Commission is no longer allowing gifting of minutes during public hearings and they would like council to do the same.

14. CITIZEN COMMENTS

None.

15. WORK SESSION

2040 Comprehensive Plan

16. MEETING ADJOURNED

The public meeting was held in Conference Room 1, Office of Planning and Development Services, 5500 S 5th Ave, Pocatello, ID 83204.

PUBLIC HEARING ITEMS

AGENDA ITEM NO. 4

Conditional Use Permit:

Mining Operation: Richard Jessop



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.us

CONDITIONAL USE PERMIT PUBLIC HEARING: MARCH 19, 2025 STAFF REPORT

FILE #: CUP-25-4

LOCATION: RPR4431003601, 1405 E. Richards Road, Downey, ID 83234

APPLICANT:

Richard S. Jessop, Jr.
1405 E. Richards Road
Downey, ID 83234

OWNER:

Richard S. Jessop, Jr.
1405 E. Richards Road
Downey, ID 83234

RECOMMENDATION: Staff recommends one of the following:

- Denial, or;
- Approval with the following conditions:
 1. No petroleum products, contaminants or any other waste material shall be disposed of or buried on site. All vehicle maintenance to be performed on concrete pad.
 2. Best Management Practices to be reviewed and approved by County Engineer.
 3. Dust suppression methods to be approved by County Engineer or designee prior to any ground disturbance.
 4. Reclamation Plan obtained through Idaho Department of Lands, and submitted to County prior to beginning the construction of gravel use.
 5. Applicant must obtain Permit to Construct from Division of Environmental Quality before placing facilities, excavating, or mining. Dust and emissions must comply with air quality standards set by Idaho Department of Environmental Quality (D.E.Q.) and Southeast District Health. Permit must be submitted to the County prior to beginning the construction of gravel use.
 6. All requirements of this permit shall be in place prior to operation. Applicant shall be allowed one year from date of approval of findings to obtain construction permits, after which time the conditional use permit shall expire.
 7. A berm shall be constructed, seeded with trees and other native vegetation, and growing prior to work commencing. This berm shall be no less than 50' wide and 6' tall.
 8. Hours of operation are as follows: Monday through Saturday, 8:00 a.m. to 6:00 p.m. Variation of hours may be granted by County Planning staff, for specific periods. Applicant shall notify adjacent residents, via certified mail, at least seven (7) days prior to commencement.
 9. Driveway to gravel pit must be 20' wide at all points and be of an all-weather surface.
 10. Richards Road must be paved to Bannock County standards, at developers' expense, from Ray Road to the driveway of gravel pit approach.

STAFF REPORT
CONDITIONAL USE PERMIT- Jessop
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11. Fence shall be placed inside berm, to be chain link, 6' high.
12. No stormwater or operation water runoff from mine is permitted. Runoff is defined as water leaving the approved site or phase.
13. This conditional use permit applies only to the area outlined in the attached conceptual site plan.

Council may wish to add additional conditions as needed.

REQUEST & BACKGROUND: Richard S. Jessop, Jr., petitions for a conditional use permit to construct a rock and sand mining operation. The facility proposes hours of operation from 8 a.m. to 6 p.m., Monday through Saturday. The facility proposes 4 employees, as well as the use of heavy equipment in conjunction with the mining operation to include screening and crushing.

SITE CHARACTERISTICS AND ZONING:

ZONING: Agricultural

PROPERTY SIZE: ~ 40 acres

VIEWS: The property is visible from E. Richards Road

EXISTING STRUCTURES: Single-family residence and outbuildings

SURROUNDING LAND USES AND ZONING

NORTH: Primarily bare ground and is designated as BLM on the zoning map.

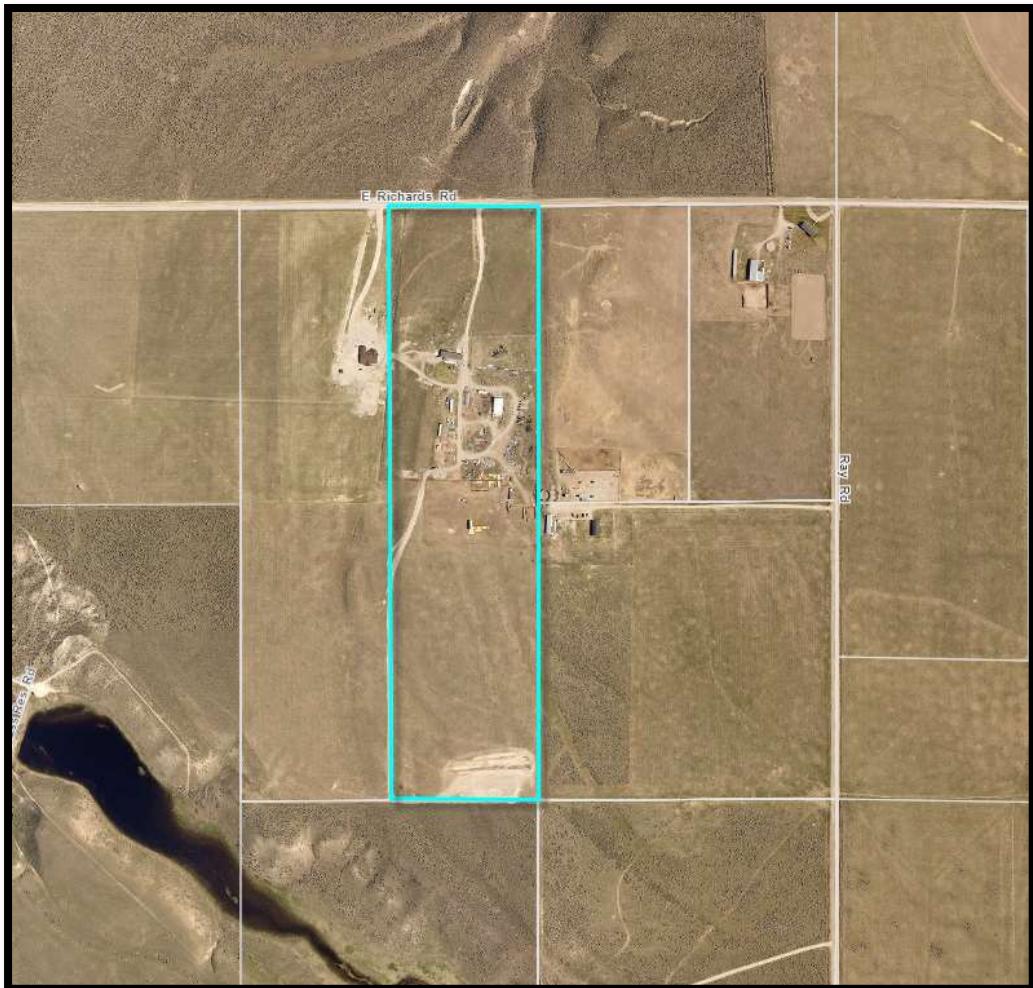
EAST: Primarily bare ground with some residential uses and is designated as Agricultural on the zoning map.

SOUTH: Primarily bare ground and is designated as Agricultural and BLM on the zoning map.

WEST: Primarily bare ground with some residential uses and designated as Agricultural and BLM on the zoning map.

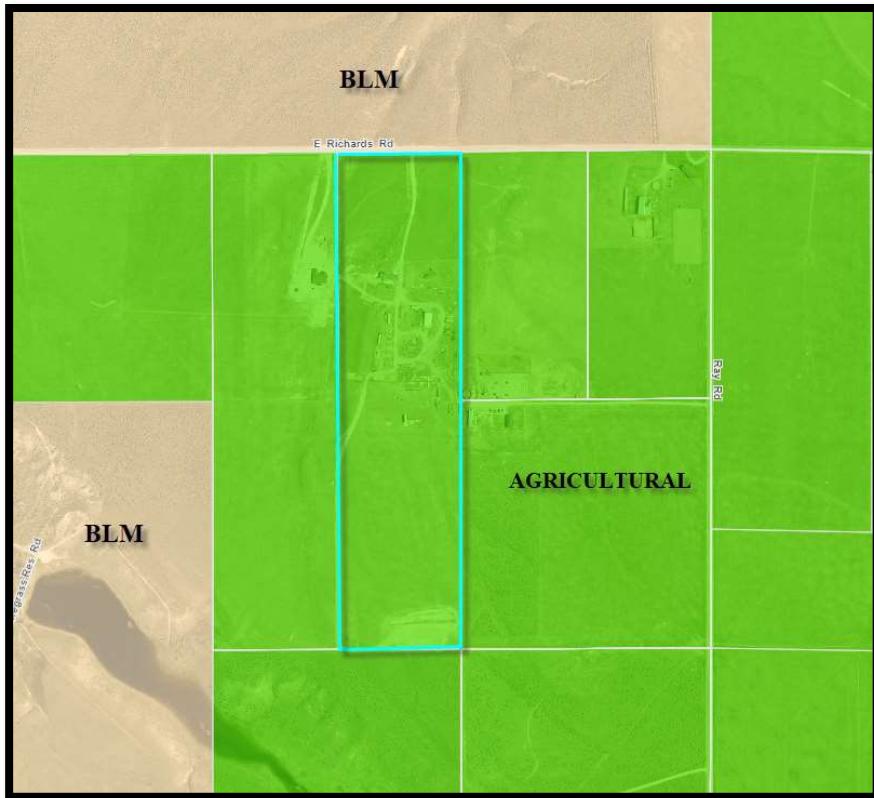
APPLICABLE LAWS AND PLANS:

1. Idaho Code §67-6512, SPECIAL USE PERMITS, CONDITIONS, AND PROCEDURES
2. Bannock County Zoning Ordinance, 1998-1, specifically:
 - a. §310 AGRICULTURAL ZONING DISTRICT
 - b. §395 USE REGULATIONS SUMMARY
 - c. §530 CONDITIONAL USE



SITE MAP

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CONDITIONAL USE PERMIT - Jessop
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ZONING MAP

CONDITIONAL USES (ZONING ORDINANCE §530)

A conditional use may be granted to an applicant if the proposed use is otherwise prohibited by the terms of the ordinance, but may be allowed with conditions under specific provisions of the ordinance and when it is not in conflict with the comprehensive plan.

STANDARDS FOR APPROVING A CONDITIONAL USE PERMIT (ZONING ORDINANCE §530.6)

The Planning and Development Council may grant a conditional use permit if it makes affirmative findings on each of the following standards:

- A. The proposed use would not adversely affect surrounding properties to a materially greater extent than would a permitted use in the district.**

Staff Findings of Fact

There are currently Agricultural uses on three sides of the parcel. Permitted uses in the Agricultural Zoning District include, but are not limited to, detached single-family dwellings and their accessory structures, agricultural uses, home occupations, agricultural support, and commercial stables. The Council should review these uses to

determine whether this proposed use would adversely affect surrounding properties to a materially greater extent than would a permitted use in the district.

B. The proposed use would not cause an undue disruption of travel or an extraordinary increase in the volume of traffic in the vicinity of the proposed use.

Staff Findings of Fact

According to the applicant, the proposed use would lightly increase the volume of traffic, but with any growth in the area, this same increase could occur. Richards Road is gravel from Ray road to the proposed use. The Council should determine if this proposed use would cause an undue disruption of travel in the vicinity.

C. The proposed use would not damage the public health, safety, or general welfare within its vicinity, or be materially injurious to properties or improvements in the vicinity.

Staff Findings of Fact

The use for the gravel pit will be year-round. There are potential methods to minimize the dust and odor potentially produced, as outlined in the conditions of this staff report. The Council should review conditions listed in the staff report to determine if they can mitigate the use or if this proposed use would damage public health, safety, or general welfare within the vicinity.

D. The proposed use would be consistent with the goals and policies of the Comprehensive Plan.

Staff Findings

Staff has identified the following applicable goals and policies (others may be identified by the Council):

The Bannock County Comprehensive Plan states:

Objective 1.5: Ensure that the County's land use policies and regulations do not violate private property rights.

Policy 1.5.2: Ensure land use actions, decisions and regulations align with the County's responsibility to protect public health, safety, and welfare.

Objective 3.2: Encourage the preservation of natural ecosystems, wildlife habitats, recreational connections and agricultural lands.

Policy 3.2.3: Ensure that impacts of adjacent land uses are mitigated (e.g. agricultural, commercial, industrial and residential) through buffer zones, design standards and other land use policies.

Objective 4.1: Ensure County functions, policies and services support economic

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CONDITIONAL USE PERMIT - Jessop
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development efforts.

E. The proposed use would be designed to be as compatible in terms of building height, bulk, scale, setbacks, open spaces, and landscaping with adjacent uses as is practical.

Staff Findings of Fact

No buildings are being proposed for this use. All setbacks and landscaping requirements have been addressed in the conditions of this staff report.

IDAHO CODE REGARDING CONDITIONAL USE PERMITS

IC 67-6512(a): Denial of a special use permit or approval of a special use permit with conditions unacceptable to the landowner may be subject to the regulatory taking analysis provided for by section 67-8003, Idaho Code, consistent with requirements established thereby.

IC 67-6512(e): Prior to granting a special use permit, studies may be required of the social, economic, fiscal, and environmental effects and any aviation hazard as defined in section 21-501(2), Idaho Code, of the proposed special use. A special use permit shall not be considered as establishing a binding precedent to grant other special use permits. A special use permit is not transferable from one (1) parcel of land to another.

AGENCY COMMENTS:

Department of Environmental Quality

PUBLIC COMMENTS:

1. Alex Hauser
2. Natalie Olson
3. Natasha Barnes
4. Shay Young

REPORT BY:

Annie Hughes Williams, Zoning Planner

annieh@bannockcounty.gov

208-236-7230

REPORTED DATE: March 11, 2025

**Staff comments in this report are based solely upon evidence available at the time of the report. Additional information may be brought to light at or before the hearing.*

EXHIBITS:

1. Application and site plan
2. Applicable Laws (on file with Staff)
3. Evidence of Notices (on file with Staff)
4. Agency/Public Comments (if any)

STAFF REPORT
CONDITIONAL USE PERMIT - Jessop
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EXHIBIT 1

Application & Site Plan

Conditional Use Permit**CUP-25-4**

Submitted On: Feb 7, 2025

Applicant Richard Jessop

**Primary Location****Conditional Use Permit****Parcel #**

RPR4431003601

Zoning

Agricultural

Please describe your project.

Gravel pit, screening, and crushing

What product or service are you providing?

Rock and sand for construction of development within the county.

Proposed hours of operation

8:00 AM - 6:00 PM

Proposed days of the week operation will be in use

Monday thru Saturday

Method for Handling Waste

Erosion and sediment measures

Proposed number of employees

4

Equipment and Machinery Use

Dozer, loader, crusher, screening plant, trucks

Water Supply

Private

Sewage Disposal

Private

Will New Buildings be Required?

No

Will Existing Buildings be Utilized?

No

Vehicles Used in Operation:

trucks, dozers, and loaders

Will there be any emissions, such as smoke, dust, etc.?

dust will be mitigated through erosion control measures. Minor exhaust from equipment.

Daily One-Way Vehicle Trips, Including Employees, Deliveries, etc.

20

Standards for Approval

Please address how your request meets each of the following standards for approval:

Narrative addressing how your application meets criterion 1: The proposed use would not adversely affect surrounding properties to a materially greater extent than would a permitted use in the district.

The requested use will be less of a disturbance to the area than many of the permitted uses such as Outdoor Entertainment, Sports and Recreation, Park, Outdoor Kennel, Fire Station, or Farm Equipment Sales

Narrative addressing how your application meets criterion 2: The proposed use would not cause an undue disruption of travel or an extraordinary increase in the volume of traffic in the vicinity of the proposed use.

This proposed use would lightly increase the volume of traffic, but with any growth in the area, this same increase would occur.

Narrative addressing how your application meets criterion 3: The proposed use would not damage the public health, safety, or general welfare within its vicinity, or be materially injurious to properties or improvements in the vicinity.

The only possible concern to public health would be dust and we plan to mitigate dust using water sprays on the screening equipment as well as water on any driveway accesses. This operation will be less dusty than a typical farming operation.

Narrative addressing how your application meets criterion 4: The proposed use would be consistent with the goals and policies of the comprehensive plan of the county.

Objective 1.5 Ensure that the County's land use policies and regulations do not violate private property rights. Goal: 3.2.3 Ensure that the impacts of adjacent land uses are mitigated (e.g. agricultural, commercial, industrial and residential) through buffer zones, design standards and other land use policies. This location is more remote and thus provides a better option for gravel sourcing than other areas in more populated areas. Goal: 4.1.2 Develop a business attraction and retention program, identify incentives with a focus on industries that pay a living wage (a wage that is high enough to maintain a normal standard of living). The proposed use has potential to provide additional employment opportunity to local people.

Narrative addressing how your application meets criterion 5: The proposed use would be designed to be as compatible in terms of building height, bulk, scale, setbacks, open spaces and landscaping with adjacent uses as is practical.

This use will not add any structures. The gravel mining area will have gentle sloped berms surrounding that will be seeded with native grass to coordinate with the agricultural use of the area. The mining area will be re-graded with topsoil and planted with native grass upon completion.

Acknowledgement

Electronic Signature [Typed Name of Applicant]

Richard Jessop

Date

02/07/2025

E Richards Rd



1405 E Richards Rd

SEPTIC

WELL

10 ACRES
PROPOSED MINING
AREA

EXHIBIT 2

Agency Comments

444 Hospital Way #300
Pocatello, ID 83201 • (208) 236-6160



Brad Little, Governor
Jess Byrne, Director

March 7, 2025

Mr. Hal Jensen, Planning Director
Bannock County Office of Planning & Development Services
5500 S. 5th Ave
Pocatello, ID 83204

Subject: Conditional Use Permit – Gravel Mining Operation – Jessop

Dear Mr. Jensen:

The Idaho Department of Environmental Quality (DEQ) has reviewed the subject document and would like to offer the following comments:

Mining:

For rock and sand mining at the site, the applicant will have to work with the Idaho Department of Lands (IDL) to ensure that the operation is in compliance with the Rules Governing Exploration and Surface Mining In Idaho, IDAPA 20.03.02, including a **Mine and Reclamation Plan**.

The applicant must also obtain a **Multisector General Permit** (MSGP) under the Idaho Pollutant Discharge Elimination System (IPDES) Program, as required by the Rules Regulating the Idaho Pollutant Discharge Elimination System Program (IDAPA 58.01.25).

DEQ's best management practices for ground water protection at gravel mining sites are attached.

Air Quality:

Any business or industry (source) in Idaho that emits, or has the potential to emit, pollutants into the air is required to have an air pollution control permit or exemption from DEQ. **If a crusher and screening plant is located on the site**, a portable equipment relocation form (PERF) form must be submitted. Keep in mind that PERF's are required

to be submitted to DEQ at least 10 days prior to operation. DEQ Permit information can be found on the DEQ website: www.deq.idaho.gov, or by contacting the DEQ Air Quality Permit Hotline 1-877-573-7648.

The gravel pit will also be required to adhere to IDAPA 58.01.01.650 and 650 **Rules for Control of Fugitive Dust**. The requirements in Sections 650 and 651 of the Rules for Control of Fugitive Dust are included in the **Air Quality** section of the General Recommendations, which are also attached.

If you have questions or comments, please contact me at (208) 236-6160 or via email at Allan.Johnson@deq.idaho.gov.

Sincerely,



Allan Johnson, P.E.
Regional Engineering Manager
DEQ Pocatello Regional Office

EDMS# 2025AGD1238

Attachments: Best Management Practices for Ground Water Protection at Gravel Mining Sites
DEQ General Recommendations for Land Development Projects.

c: Katy Bergholm, Regional Administrator, DEQ Pocatello Regional Office
Nick Nielsen, Mining Project Coordinator, DEQ Pocatello Regional Office
Melissa Gibbs, Regional Air Quality Manager, DEQ Pocatello Regional Office
Roy Henson, IPDES Compliance Officer, DEQ Pocatello Regional Office

Best Management Practices for Ground Water Protection at Gravel Mining Sites

The Ground Water Quality Rule, IDAPA 58.01.11, is administered by the Department of Environmental Quality (DEQ). Section 301.02 of the rule requires that DEQ ensure activities with the potential to degrade General Resource aquifers shall be managed in a manner which maintains or improves existing ground water quality through the use of best management practices and best practical methods to the maximum extent practical. Section 150.04 of the rule directs DEQ to coordinate with other agencies when necessary to protect ground water. The Rules Governing Exploration and Surface Mining In Idaho, IDAPA 20.03.02, are administered by the Idaho Department of Lands (IDL). Section 001.03 of these rules requires all operators to comply with all applicable rules and regulations and laws of the state of Idaho.

DEQ and IDL have worked together to address the potential for ground water contamination from gravel sources and developed a list of best management practices (BMPs). It is the responsibility of gravel mine owner/operator to adopt BMPs, as appropriate, to ensure protection of the ground water. The following are key issues that need to be addressed:

Reclamation

- Meet with IDL and DEQ prior to development of the final reclamation plan to discuss the details of the plan. The plan should address final grading of slopes, details regarding topsoil or suitable growth medium to be spread across the walls and floor for reclamation, and revegetation. The type and quantities of seed, fertilizer, and mulch to be applied to all disturbed areas should be specified and any plans for a seasonal wetland to be created on the pit floor should be described.
- The plan should describe how mining activities will be conducted concurrently with reclamation in order to maintain a minimal area of exposed gravels at any given time. The plan should include methods of replacing topsoil on all disturbed lands during reclamation, including land covered by water.
- The plan should specify that final reclamation activities will be completed within six (6) months after termination of mining activities.
- Following final reclamation, it will be necessary for the owner/operator to cooperate with DEQ and IDL in a joint inspection of the mining site. If the reclamation meets specifications, IDL/DEQ will provide documentation of final approval.

Operations

- Vehicular access to the site should be controlled by means of fences, gates, or other types of barriers as appropriate. Signs should be posted to emphasize restricted access. Periodic inspection and maintenance of access control structures will be needed to ensure effectiveness.
- Access by heavy equipment should be limited to only those times when active mining and reclamation activities are underway.
- Crushers, asphalt batch plants, and concrete plants should be operated only in areas well away from exposed gravels and ground water. "Baghouse" dust collection systems are preferred for use with mixing plants. However, if "wet" or pond scrub systems are to

be utilized, they must be in lined areas well away from exposed gravels and ground water.

- Berms, ditches, etc. must be constructed as appropriate to divert surface water run-on/run-off around the mining area.
- Fueling and equipment service/maintenance/storage should be staged in areas well away from exposed gravels and ground water.
- Fuel storage facilities should be placed in bermed areas with HDPE liners well away from exposed gravels and ground water.
- A spill prevention control and countermeasure (SPCC) plan should be implemented on each occasion that mining or reclamation activities are conducted. The plan should specify the maximum response time for spill clean up.
- Portable toilet facilities should be located well away from exposed gravels and ground water.

Environmental Monitoring

Under certain circumstances, such as mining below the ground water table, monitoring of surface water and ground water may be necessary.

General Recommendations

The following comments are generally applicable to land development projects or other land use activities with the potential to cause impacts to ground water, air quality or surface water. DEQ provides this guidance in lieu of more site-specific comments when information regarding the land use proposal is limited.

Engineering

DEQ recommends consolidation of drinking water and/or wastewater services wherever feasible especially in areas where ground water used for public drinking water supplies is potentially impacted. DEQ considers the following alternatives generally more protective of ground water resources than using individual well and septic systems for each lot, and we recommend that the county require the developer to investigate the following options:

- Provide either a centralized, community drinking water or centralized community wastewater system or both, or
- Connect each lot to an existing community drinking water system or to an existing community wastewater system or both.

In accordance with Idaho Code 39-118, construction plans & specifications prepared by a professional engineer are required for DEQ review and approval prior to construction if the proposed development is to be served by either a community drinking water or sewer system. DEQ requires that a water system serving 10 or more connections is constructed and operated in compliance with IDAPA 58.01.08, "Idaho Rules for Public Drinking Water Systems."

Air Quality

New emission sources are generally required to follow applicable regulations for permitting or exempting new sources. These are outlined in the Rules for the control of Air Pollution in Idaho.

Of particular concern is IDAPA 58.01.01.200-228 which establishes uniform procedures and requirements for the issuance of "Permits to Construct".

Sections 58.01.01.220-223 specifically may be used by owners or operators to exempt certain sources from the requirements to obtain a permit to construct.

Land development projects are generally required to follow applicable regulations outlined in the Rules for the control of Air Pollution in Idaho. Of particular concern is IDAPA 58.01.01.650 and 651 Rules for Control of Fugitive Dust.

Section 650 states, "The purpose of sections 650 through 651 is to require that all reasonable precautions be taken to prevent the generation of fugitive dust."

Section 651 states "All reasonable precautions shall be taken to prevent particulate matter from becoming airborne. In determining what is reasonable, consideration will be given to factors such as the proximity of dust emitting operations to human habitations and/or activities and atmospheric conditions which might affect the movement of particulate matter. Some of the reasonable precautions may include, but are not limited to, the following:

01. Use of Water or Chemicals. Use, where practical, of water or chemicals for control of dust in the demolition of existing building or structures, construction operations, the grading of roads, or the clearing of land.
02. Application of Dust Suppressants. Application, where practical of asphalt, oil, water, or suitable chemicals to, or covering of dirt roads, materials stockpiles, and other surfaces which can create dust.

03. Use of Control Equipment. Installation and use, where practical, of hoods, fans and fabric filters or equivalent systems to enclose and vent the handling of dusty materials. Adequate containment methods should be employed during sandblasting or other operations.

04. Covering of Trucks. Covering, when practical, open bodied trucks transporting materials likely to give rise to airborne dusts.

05. Paving. Paving of roadways and their maintenance in a clean condition, where practical.

06. Removal of Materials. Prompt removal of earth or other stored materials from streets, where practical."

Surface Water Quality

Land disturbance activities associated with development (i.e. - road building, stream crossings, land clearing) have the potential to impact water quality and riparian habitat.

If this project will ultimately disturb one or more acres and there is a possibility of discharging stormwater or site dewatering water to Surface Waters of the United States, the operator may need to submit a Notice of Intent (NOI) for coverage under the Idaho Pollutant Discharge Elimination System (IPDES) 2022 Construction General Permit (CGP). NOIs can be submitted via the IPDES E-Permitting System (<https://www2.deq.idaho.gov/water/IPDES/>). The 2022 IPDES CGP requires a Storm Water Pollution Prevention Plan (SWPPP), implementation of Best Management Practices (BMPs) to reduce the sediment and other pollutants discharged and requires regular site inspections by persons trained and knowledgeable about erosion, sediment control, and pollution prevention.

Site contractors should remove equipment and machinery from the vicinity of the waterway to an upland location prior to any refueling, repair, or maintenance. After construction is completed, disturbed riparian areas should be re-vegetated.

Waste Management - Hazardous Material - Petroleum Storage

With the increasing population in southeast Idaho, to ensure sufficient solid waste capacity and service availability. It is recommended that subdivision developers be instructed to contact the appropriate solid waste collection provider and landfill for solid waste disposal coordination.

Accidental surface spills of hazardous material products and petroleum hydrocarbon products (i.e., fuel, oil, and other chemicals) are most associated with the transportation and delivery to work sites or facilities. The following Idaho, storage, release, reporting and corrective action regulations may be applicable:

- Hazardous and Deleterious Material Storage IDAPA 58.01.02.800
- Hazardous Material Spills, IDAPA 58.01.02.850
- Rules and Standards for Hazardous Waste IDAPA 58.01.05
- Petroleum Release Reporting, Investigation and Confirmation IDAPA 58.01.02 .851
- Petroleum Release Response and Corrective Action IDAPA 58.01.02.852

Please note, The Idaho Release, Reporting and Corrective Action Regulations, IDAPA 58.01.02.851; require notification within 24 hours of any spill of petroleum product greater than 25 gallons and notification for the release of lesser amounts if they cannot be cleaned up within twenty-four (24) hours. The cleanup requirements for petroleum are also contained in these regulations.

For reporting requirements of hazardous substances please see Idaho Statute Title 39 Chapter 7, Hazardous Substance Emergency Response Act including section 39-7108 Notification of Release is Required.

EXHIBIT 3

Public Comments

3/9/2025

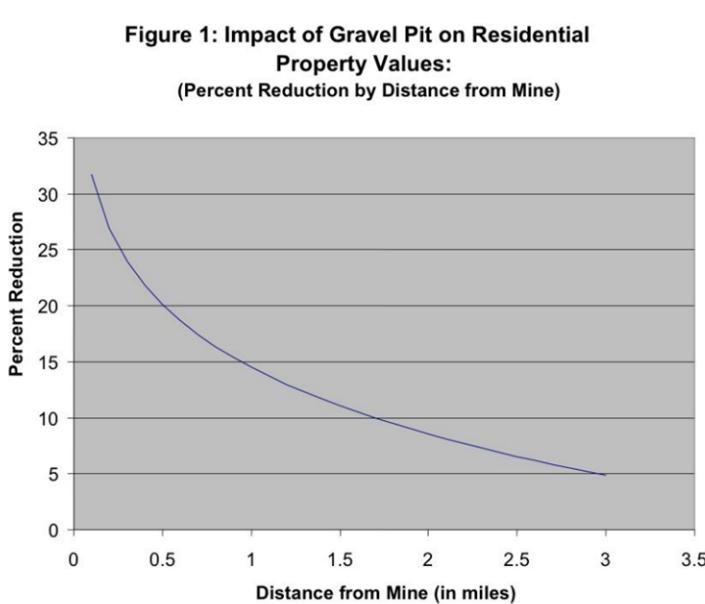
Dear Bannock County Planning and Development Council,

I am writing to express my opposition of the proposed mining/gravel pit operation at the address of 1405 E. Richards Road Downey, Idaho 83234.

I feel this proposed project would negatively affect the surrounding properties by causing them to significantly drop in property value. I have included a graph that was made by Up John Research who have obtained detailed assessments of Economic Impacts that mine/ gravel pit operations have on their surrounding areas. The potential negative impact can affect surrounding property values for up to three miles from mining/gravel pit operation. Properties that are within $\frac{1}{4}$ mile may drop in value as much as 30% and properties 3 miles away may drop in value of up to 5 %. There are at least 10 properties with residences that are within a mile of this proposed mining operation. I feel this proposed mining/gravel pit operation does not align with the goals and policies of the Bannock County Comprehensive Plan which states to protect and enhance resident's quality of life. The residents that live around this proposed operation have a particular quality of life; the mining/gravel pit operation pit will not enhance the neighbor's quality of life.

Thank you for the consideration,

Alex Hauser
20353 S, Tool Road
Downey, Idaho 83234



Fwd: Letter of Opposition

From Alisa Hymas <alisah@bannockcounty.gov>

Date Mon 3/10/2025 11:17 AM

To Bannock County Planning and Development <development@bannockcounty.gov>

Get [Outlook for iOS](#)

From: NaTasha Barnes <barnesnatasha1110@gmail.com>

Sent: Monday, March 10, 2025 11:03:39 AM

To: Planning Council <planningcouncil@bannockcounty.us>; Planning and Development Services <planninganddevelopment@bannockcounty.us>

Subject: Letter of Opposition

Bannock County Planning and Development Council,

I am writing to inform you of my concerns and opposition regarding the proposed Mining Operation (gravel pit) on Richards Road in Downey Idaho.

I live on Ray Road, and my property borders this proposed project. If this project goes through, this gravel pit, once finished, will be 200 yards from my home. I do not feel that the residents proposing this gravel pit have taken into consideration how it will affect their neighbors. There is PLENTY of other acreage that they own, that this pit could run on, without bordering my fences and being directly out my window.

The noise and lights this will generate are an extreme inconvenience for my family and I. The owners have proposed that they run this pit from 8am-6pm Monday-Saturday, but have already been running from this pit, all hours of the day, and any day of the week. I am also concerned with the amount of dust that this pit will cause. The wind *always* blows in Downey-there is already dust/dirt flying everywhere, and the excess dust and debris from this pit would blow directly into my home if windows or doors were open.

My children get on the school bus on Richards Road every morning, and get off every evening. As well as my family enjoying bike riding and/or horse rides when the weather permits. The residents proposing this pit have already been hauling gravel out from their pit, and the traffic it has caused is dangerous for the kids getting on and off the bus as well as walking/riding home. The drivers pay little to no attention to their surroundings, drive incredibly fast, and more often than not, take up the entire road.

This gravel pit does not align with the goals of the Comprehensive Plan for Bannock County - which states to protect and enhance the residents' quality of life.

Please take this into consideration as you make a decision to move forward with this Mining Operation.

Thank you,
NaTasha Barnes



Outlook

C.U.P. Gravel PIT on Richards Road

From Shay Young <kstyoung09@gmail.com>

Date Mon 3/10/2025 11:56 AM

To Bannock County Planning and Development <Development@bannockcounty.gov>

03/10/2025

Dear Bannock County Planning and Development Council,

I Shayley Young, am writing this letter to voice my concern and opposition to the proposed Mining Operation (Gravel Pit) that is located at the address: 1405 E. Richards Road, Downey, Idaho 83234.

This proposed project would have a negative impact on travel, roads, ground water, dirt, noise, property value, and children bus routes on Richards Road and the roads in the area of concern. The roads are traveled by daily walkers, local families including children on bikes, equestrian riders and other daily motor traffic. The road is not maintained properly as it is and it is a narrow road causing already hard passing problems when we are faced with vehicles passing us when we are riding our bikes or horses. Adding large semis and commercial size vehicles would cause an even bigger accident risk to our lives as well as our kids and horses, while we are out enjoying our rural community. Richards road will see heavy damage to the new pavement that was added this past fall to help stop the erosion on the dirt road it once was. Digging and crushing rocks will acquire water which is already at a limited supply as it is. Our property values will decrease due to this mentioned gravel pit. Noise from the rock crusher, vehicles, the lights they are using at night is an unwanted nuisance. Richards Road is also a public school bus route where several young students get on and off the bus that reside on or in the vicinity of the bus stops causing many to walk to their stop, adding large or commercial size vehicles to this road puts their lives in danger.

I do not think that Richards Road is a road that should or needs to be frequently used by commercial gravel trucks hauling in and out of the said gravel pit Monday-Saturday 8am to 6pm. Where it does not have a shoulder on the road causing it to be very narrow and unsafe for passing walking or waiting children for their bus, daily walkers, equestrian riders, and families out riding their bicycles etc. I am one of the families that use the road to ride bikes, and horses using the BLM lands to ride and enjoy our rural area. We also ride our 4wheelers to the Wiregrass Reservoir which is located within 1 mile of the proposed gravel pit. Having an increase of dirt in the air will make traveling Richards Road visibility decrease and add high risk of accidents to the ones traveling the Road in their own ways. I know and feel adding increased travel and large commercial vehicles to Richards Road will cause major safety issues to the daily commuters, school bus children, horse and bike riders, recreational travelers and anyone else who uses the road for travel and exercise.

Best Regards,

Shayley Young
3670 E.Bowman Rd
Downey, ID. 83234

To whom it may concern:

I am writing to you my protest against the gravel pit that is currently located at 1405 E Richards Road Downey, Idaho. One of my concerns with the proposed gravel pit is the road it is located on is part of the bus route that my child rides. All of the adjacent roads that would allow those trucks to enter Highway 91 or I15 are also part of the bus route and I don't feel any of them are wide enough to give the children walking home an adequate amount of space to do so safely. Its also a concern with two gravel trucks passing on any of those roads.

The conditions of the roads should also be taken into consideration, is the county ready to pave all of Richards Road due to the amount of truck traffic it will see? Ray Road and Yoxall roads have not been paved if they chose to go South to I15 the conditions of those roads will soon deteriorate due to the weight of the trucks and the number of times they drive on them especially in the wet months. If not paved the county would have to help with dust management on those roads over the summer months as well.

I would also like to point out that there are 5 established gravel pits within a 5-mile radius of this gravel pit, why do they feel the need to bring in another pit when there are already pits that are established?

Thank you for your time.

Natalie Olson

03/10/25

Dear Bannock County Planning and Development Council,

I am writing my concern/opposition to the proposed Mining Operation (Gravel Pit) that is located at the address of 1405 E. Richards Road Downey, Idaho 83234.

This proposed project would have a negative impact of travel on Richards Road and roads in the vicinity. These are rural roads that are traveled by daily walkers, local families (youth) on bicycles, equestrian riders and other daily traffic. Richards road is also on the School Bus route where several young students get on and off the bus that reside in the vicinity of Richards Road. I don't believe this is a road that needs to be frequently used by commercial gravel trucks hauling in and out of the proposed gravel pit Monday-Saturday 8 am to 6pm, this road does not have proper shoulders making it unsafe for the children to be waiting for the bus or getting dropped off from the bus. I personally frequent this area driving my UTV to the Wiregrass Reservoir which is also on Richards and is also a route that is frequented to get to Hawkins Reservoir I feel the increase in the volume of traffic (commercial gravel trucks) would cause major safety concerns to the daily commuters, school bus children, bike riders, recreational travelers, equestrian riders, etc. traveling on Richards Road and in the vicinity.

Respectfully,

Marcia Hill
67 N 3rd E
Downey, Idaho 83234

To whom it may Concern,

I am writing to you regarding the gravel pit that is currently located at 1405 E. Richards Road Downey, Idaho. My wife and I purchased 40 acres of land across the road, 470 yards or 0.25 miles from the gravel pit (see picture).

In doing some research we found that the formation of a gravel pit decreases the value of land within a 0.50-mile radius by 20% in looking at the attached picture you can see that the value of our land, which is 0.25 miles from the gravel pit, has now decreased by 30%. My wife and I purchased this land with the plan to build our retirement home on and leave to our children and grandchildren. With the formation of this gravel pit, it has now dropped the value of our children's inheritance.

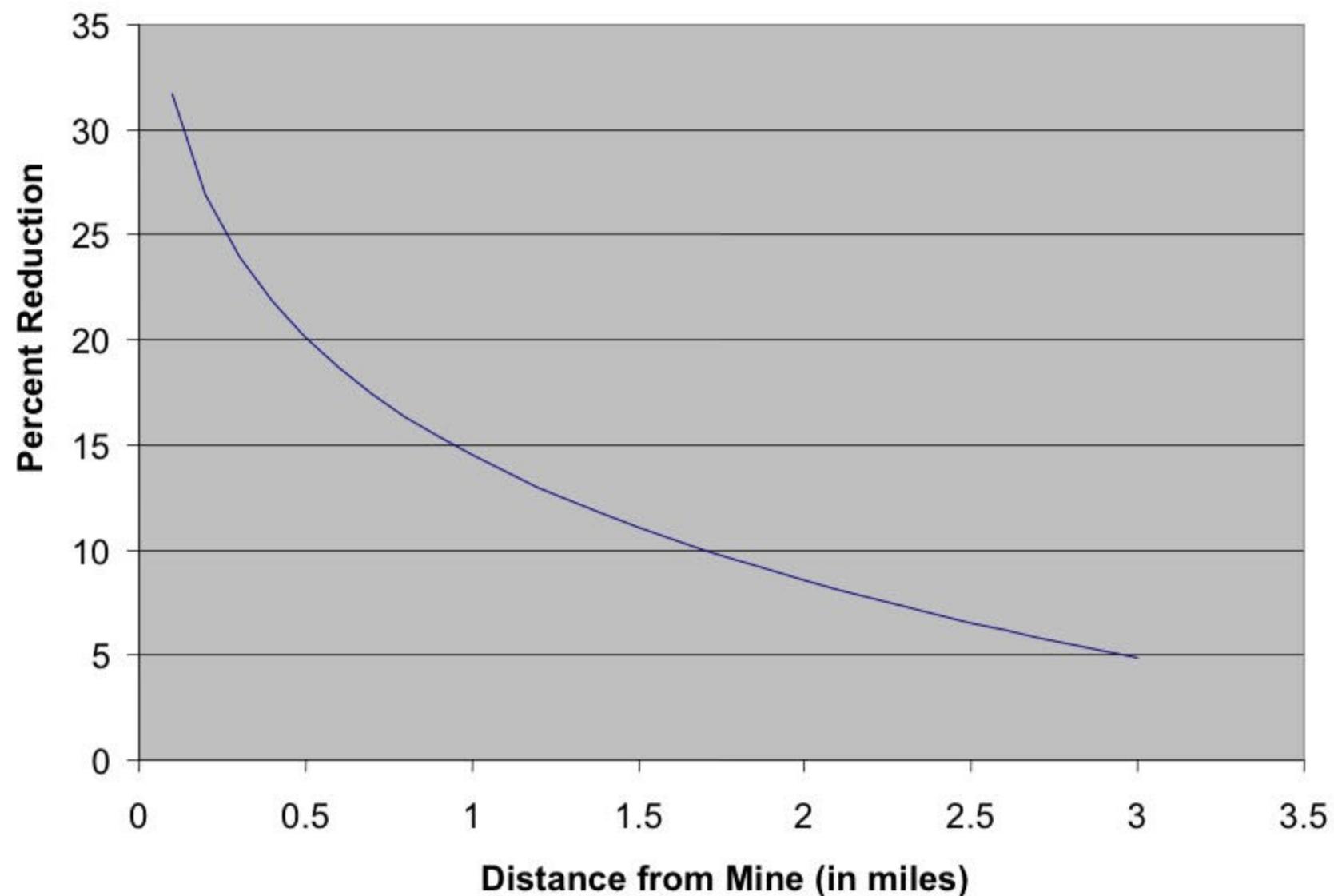
If this gravel pit is to continue, we feel there should be a clause in the contract/permit that the surrounding properties should receive a restitution check due to the decrease in property value.

Thank you for your time and consideration.

Peter A. Olson and Jennifer Olson

Peter A. Olson
Jennifer L. Olson

**Figure 1: Impact of Gravel Pit on Residential
Property Values:
(Percent Reduction by Distance from Mine)**





Undo

Drop Point

BERTAGNOLE,

BOYLES,

Ray Rd

Line Name

Line 03/11/25 13:08

Distance

↔ 485.0 yd

Elevation Gain

↗ 0 ft

Elevation Loss

↘ 0 ft

Folders

+ Add

EXHIBIT 4

Ordinance Excerpts

closely as possible to surface features such as roads, alleys, streams, and ridge lines or valley bottoms or to legal boundaries such as lot lines, subdivision boundaries, property lines, and government survey boundaries.

B. Should disagreements arise concerning district boundary interpretations made by the planning staff, the question may be submitted in writing to the Board of County Commissioners for a final decision.

310 AGRICULTURAL DISTRICT (A)

311 PURPOSE:

To preserve commercial agriculture as a viable permanent land use and a significant economic activity within the County.

312 CHARACTERISTICS OF LAND IN THIS DISTRICT:

The agricultural designation is to be applied to land which includes prime farmland, and which has not been divided into small agriculturally unusable parcels. The Agricultural zone is not intended to accommodate non-agricultural development. Factors to be considered in designating land for Agricultural districts should include, but not be necessarily limited to the amount of prime farmland in the area, existing lot sizes and land uses in the area and the character of surrounding land uses.

313 PERMITTED USES - WITH STAFF REVIEW AND APPROVAL OF SITE PLAN (SECTION 503):

- A. Detached single-family dwellings including mobile homes defined by this Ordinance, Section 420.
- B. Accessory uses which are customarily incidental to residential uses.
- C. Agricultural uses and buildings and structures customarily incidental to such uses.
- D. Home occupations as defined in this Ordinance; see Section 424.
- E. Outdoor for-pay recreation uses.
- F. Agricultural support.
- G. State licensed day care homes up to six client children.
- H. Public utility installations not including business offices.

I. Commercial Stables.

J. Kennels.

K. Public service facilities (**Amendment No. 30 Ordinance #2015-5**)

314 USES CONDITIONALLY PERMITTED:

The following land uses may be conditionally permitted in the AGRICULTURAL district subject to conditions established in this section and elsewhere in this Ordinance:

A. All non-residential uses permitted as conditional uses in the Residential Suburban district.

B. Mining.

C. Rendering, butchering, slaughter, skinning or processing of animals.

D. Feed lot.

E. Zoo.

F. Wildlife preserves.

G. Shooting preserves.

H. State licensed day care homes or centers with seven or more client children.

315 DIVISIONS OF AGRICULTURALLY ZONED LAND FOR RESIDENTIAL USE:

Land in the Agricultural District may be divided for residential use in the following manner:

A. One (1) dwelling unit shall be permitted for each forty (40) acres of land in single ownership up to one hundred and sixty (160) acres. (**Amendment No. 39 Ordinance #2018-03**)

B. When more than one hundred and sixty (160) acres are held in a single ownership, then one (1) dwelling unit shall be permitted for each additional one hundred and sixty (160) acres. This amounts to one dwelling unit for approximately every additional 160 acres owned. (**Amendment No. 39 Ordinance #2018-03**)

C. After the first two residences, each dwelling unit shall be located on its own separate lot, the size of which shall be equal to or larger than the Minimum Lot Area specified in the Building Bulk and Placement Standards for the Agricultural District.

D. Building lots shall be created by following the requirements set out in the subdivision ordinance of Bannock County, as amended.

E. Subdivision, as defined in the Bannock County Subdivision Ordinance, shall be permitted in the Agricultural District, according to Section 315.E.1. **(Amendment #3 Ordinance #1999-3)**

1. SUBDIVIDING IN THE AGRICULTURAL ZONE. Open space subdivisions designed according to Section 401 of the Bannock County Subdivision Ordinance, No. 1997-4, shall be permitted with a density of one residence per 40 acres.

- A. Requirements for sewage treatment and water systems shall not apply to lots over one acre.
- B. Lots shall be clustered and may vary in size with a minimum of one acre.
- C. Subdivision shall have a single access, built to county standards, to a county-maintained road.
- D. The recorded plat must include all the land used to determine the number of lots, and all but the permitted lots be restricted from residential development.
- E. All other requirements and standards of the Subdivision Ordinance shall apply.

Example: A 160-acre tract could result in a four-lot subdivision designed according to the criteria in Section 401.B of Subdivision Ordinance No. 1997-4. All but the individual lots would serve as the open space with no additional open space required.

- F. These regulations are to be regarded as limitations on the overall density of development in the Agricultural District, not as minimum building site or minimum lot size requirements.
- G. No more than four non-farm and/or farm dwellings or a combination thereof may be placed in the same quarter-quarter section.

*For the purposes of these provisions, a quarter-quarter section or Government Lot shall be equivalent to a forty (40) acre parcel. **(Amendment No. 39 ordinance #2018-03)**

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316 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS:

The following table sets forth building bulk and placement standards for the Agricultural district:

AGRICULTURAL DISTRICT**MINIMUM SETBACKS (FT)**

	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR ROAD R-O-W	REAR YARD	SIDE YARD
PERMITTED USES:				
Single-family Residence	30	50	30	20
Residential Accessory Structures	30	50	15	20
Accessory Structures for Commercial Agriculture	30	50	15	20
Accessory Structures for Commercial Agriculture Farm Animals	100	100	100	100

(Amendment 63, Ordinance 2024-02)

Setbacks for all structures shall be 100' from any stream or riparian area.

Minimum lot size is one acre; density is one dwelling per 40 acres. See Section 315 for subdividing in the AG District. Larger lot sizes may be required by the Health Department.

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FINDINGS

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL FINDINGS AND ORDER

CONDITIONAL USE PERMIT – RICHARD S. JESSOP, JR. MEETING DATE: MARCH 19, 2025

FILE #: CUP-25-4
LOCATION: RPR4431003601, 1405 E. Richards Road, Downey, ID 83234

APPLICANT:
Richard S. Jessop, Jr.
1405 E. Richards Road
Downey, ID 83234

OWNER:
Richard S. Jessop, Jr.
1405 E. Richards Road
Downey, ID 83234

REQUEST & BACKGROUND Richard S. Jessop, Jr., petitions for a conditional use permit to construct a rock and sand mining operation. The facility proposes hours of operation from 8 a.m. to 6 p.m., Monday through Saturday. The facility proposes 4 employees, as well as the use of heavy equipment in conjunction with the mining operation to include screening and crushing. At the hearing, the Council shall evaluate the proposed use against criteria established in §530 of the Zoning Ordinance. Type of action: Decision.

FINDINGS:

JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:

ZONING: Agricultural

PROPERTY SIZE: ~ 40 acres

VIEWS: The property is visible from E. Richards Road

EXISTING STRUCTURES: Single-family residence and outbuildings

REQUIRED FINDINGS FOR CONDITIONAL USE PERMIT, §530:

- A. The proposed use **[would]** **[would not]** adversely affect surrounding properties to a materially greater extent than would a permitted use in the district.

B. The proposed use **[would] [would not]** cause an undue disruption of travel or an extraordinary increase in the volume of traffic in the vicinity of the proposed use.

C. The proposed use **[would] [would not]** damage the public health, safety, or general welfare within its vicinity, or be materially injurious to properties or improvements in the vicinity.

D. The proposed use **[would] [would not]** be consistent with the goals and policies of the Comprehensive Plan of the county.

E. The proposed use **[would] [would not]** be designed to be as compatible in terms of building height, bulk, scale, setbacks, open spaces, and landscaping with adjacent uses as is practical.

(If adding approval conditions) with the following conditions of approval,

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request by Richard Jessop, Jr., for a Conditional Use Permit to construct a rock and sand mining operation shall be **[approved]** **[denied]** **[tabled]**.

Motion by _____, seconded by _____ to adopt the foregoing Findings and Order.

ROLL CALL:

Councilperson Dimick
Councilperson Madsen
Councilperson Selleneit
Councilperson Ulrich
Councilperson Ward

Voted **[Yes]** **[No]** **[Absent/Recused]**
Voted **[Yes]** **[No]** **[Absent/Recused]**
Voted **[Yes]** **[No]** **[Absent/Recused]**
Voted **[Yes]** **[No]** **[Absent/Recused]**
Voted **[Yes]** **[No]** **[Absent/Recused]**

Motion carried by a ___ to ___ vote.

Dated this 19th day of March, 2025.

Signed by (Chairperson) (Vice Chair)

ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)
S.S.
County of Bannock)

On this ___ day of _____, in the year of 2025, before me _____, a notary public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

S
E
A
L

Notary Public
My Commission Expires on _____ 20____

MOTION

MOTION

Based on the record and the discussion this evening, I move to [approve] [deny] [table] the request by Richard Jessop, Jr., for a Conditional Use Permit to construct a rock and sand mining operation, as described in the application materials as supplemented with additional information attached in the staff report and according to testimony received, and to adopt the proposed findings and order for signature by the Chair or Vice-Chair.

(IF ADDING APPROVAL CONDITIONS) with the following conditions of approval,

1.

2.

BUSINESS ITEMS

AGENDA ITEM NO. 5

Preliminary Plat Approval –

Westfield Estates Division 6



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.us

PRELIMINARY PLAT – WESTFIELD ESTATES DIVISION 6

MEETING DATE: March 19, 2025

STAFF REPORT

FILE #: SPP-25-2

LOCATION: RPR3853006605, currently unaddressed and RPWRWE4000500, currently addressed as 11824 Devonshire Drive, Chubbuck, ID 83202

APPLICANT:

Sunrise Engineering
David Assan
600 E. Oak Street
Pocatello, ID 83201

OWNER:

Rio Vista Land LLC
158 S. Main Street
Pocatello, ID 83204

Colter and Shanel Sears
11824 Devonshire Drive
Chubbuck, ID 83202

RECOMMENDATION: Staff recommends approval with the following conditions:

1. Road side drainage swells to be built by the developer before final plat.
2. All road name signs and traffic signs shall be installed within Westfield Estates Phase 4, an approved by staff, before Westfield Estates Phase 6 shall be recorded.
3. All easements shall be depicted on plat.
4. All roads must be built to Bannock County Highway Standards and Roadway Development Procedures.
5. Irrigation line, within right-of-way, shall have an easement created. No utilities other than city water and city sewer shall be installed within the right-of-way.
6. Development Agreement instrument number to be referenced on final plat.
7. County variance instrument number 22127540 to be referenced on final plat.
8. CC&Rs shall reference Westfield Estates Division 6 subdivision name.

Council may wish to add addition conditions as needed.

REQUEST & BACKGROUND: David Assan proposes to subdivide approximately 7.15 acres of land into 13 lots. The proposal includes a replat of Lot 9, Block 3 of Westfield Estates Division 4. The development proposes City of Chubbuck water and sewer. There will be 13 buildable lots between 0.45 and 0.58 acres in size. This subdivision is located ~ 0.47 miles from the city of Chubbuck boundary.

PRELIMINARY PLAT PROPOSAL SUMMARY:

TOTAL AREA: 7.15 +/- acres

BUILDING LOTS: 13 residential

DWELING UNIT DENSITY: 1 dwelling unit per 0.55 acres

STAFF REPORT
PRELIMINARY PLAT – Westfield Estates Division 6
Page 1 of 7

BUILDING LOT SIZE: Approximately 0.45 acres to 0.58 acres

WATER & SEWER: City of Chubbuck

STORMWATER SYSTEM: Roadside swales.

UTILITIES: Gas, power, cable TV, telephone, etc. to be provided. Pressurized irrigation will also be provided by the HOA.

FIRE PROTECTION: North Bannock fire district; fire hydrants will be placed every 500 feet.

ROADS/ACCESS: Devonshire Drive, a county-maintained road and Yorkshire Lane, a private road.

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Suburban

PROPERTY SIZE: ~7.15 acres

VIEWS: The property is visible from all directions.

IMPACT AREA: City of Chubbuck

FLOOD ZONE: X, minimal

TERRAIN: Relatively flat

EXISTING STRUCTURES: Residential dwelling and accessory structures.

OTHER: Proposed lot 9 located within Westfield Estates Division 4.

SURROUNDING LAND USES AND ZONING

NORTH: The sites are within the Residential Suburban zoning district and consist of residential uses and bare ground.

EAST: The sites are within the Residential Suburban zoning district and consist of residential uses.

SOUTH: The sites are within the Residential Suburban zoning district and consist of residential uses.

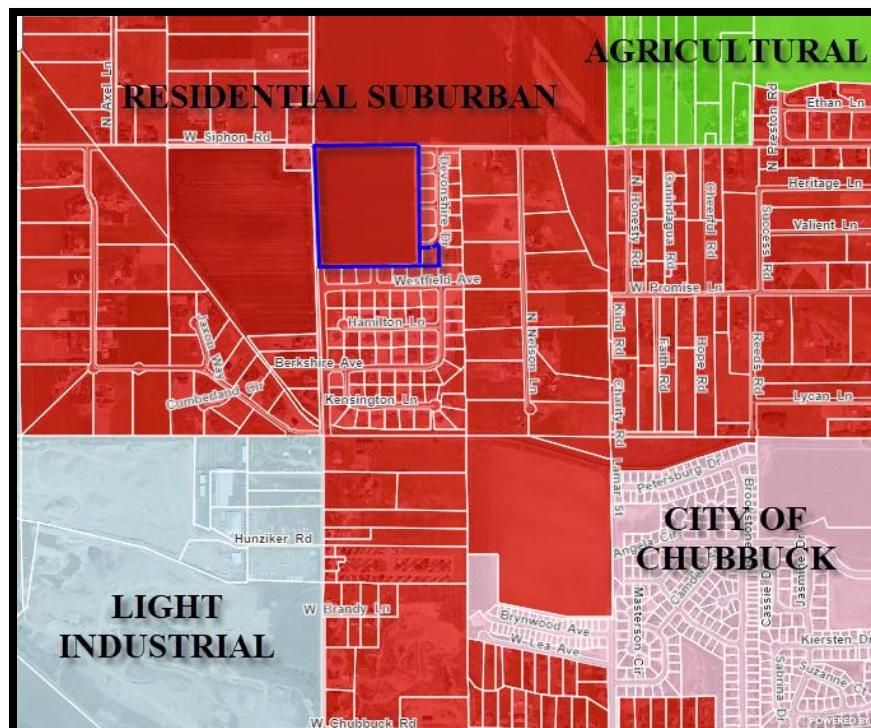
WEST: The sites are within the Residential Suburban zoning district and consist of residential uses and bare ground.

APPLICABLE LAWS AND PLANS:

1. Idaho Code §67-65, LOCAL LAND USE PLANNING ACT – SUBDIVISION ORDINANCE
2. 2021 Bannock County Comprehensive Plan
3. Bannock County Zoning Ordinance, 1998-1
 - a. §330 RESIDENTIAL SUBURBAN DISTRICT
4. Bannock County Subdivision Ordinance, 1997-4, specifically:
 - a. §303 PRELIMINARY PLAT REVIEW
 - b. §400 DESIGN STANDARDS



SITE MAP

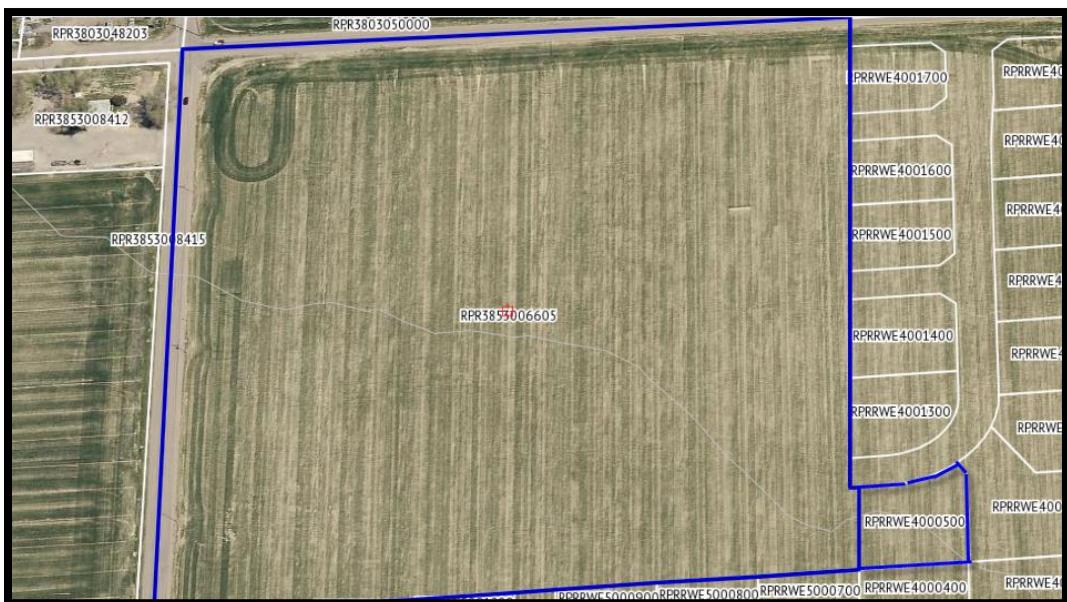


ZONING MAP

STAFF REPORT
PRELIMINARY PLAT – Westfield Estates Division 6
Page 3 of 7



US FISH & WILDLIFE WETLANDS MAP



EXPLORER CONTOUR MAP

STAFF REPORT
PRELIMINARY PLAT – Westfield Estates Division 6
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REVIEW – SECTION 303.B.

The Council will review the Preliminary Plat as a business item, considering the plat for:

1. Conformance to concept approval. Preliminary Plats which:

- a. Alter water sources or delivery systems, or other utilities including sewage treatment, as approved in concept;**
- b. Increases the total number of lots by 10 percent or more, or**
- c. Change access points to existing collector or arterial roads or streets by a distance greater than 50' and not recommended by Staff or Council during concept approval, shall require a new concept review and a new review fee as established by the Board.**

Staff finds that there was no change in access points, the plat has not altered water sources, delivery systems, or utilities, and has not increased the number or size of lots.

2. Utility easements and facilities

Public utility easements are shown on the preliminary plat submittal as 21 feet, outside of the Devonshire Drive right-of-way. A 10 foot public utility easement is shown outside of the Rio Vista Road right-of-way. It is unclear if lot 9 has the same utility easements within it.

Common-owned facilities have been addressed in the CC&Rs article 5.

3. Open space if required in concept approval: amount of land, location, use, ownership and management plan.

This is not an open space designed subdivision; as such this item is not relevant.

4. Homeowners' Association Codes, Covenants and Restrictions which carry out conditions imposed by the Council or the goals of the Ordinance and Comprehensive Plan. After approval by Council, County Legal staff will also review prior to recording of plat and codes.

CC&Rs have been submitted and attached to this packet. CC&Rs reflect the name, Westfield Estates Division 1. Council may consider requiring the CC&Rs to reflect the subdivision name Westfield Estates Division 6.

5. Street names. A street name must not duplicate an existing street name in the County or its cities; it must not be derogatory to any person or group.

Road names within this development have been reviewed for replication and none were found. All proposed roads are an extension of existing roads.

6. Water Users Association organization and function.

This development proposes connecting to City of Chubbuck municipal water and no Water Users Association has been proposed.

7. A Maintenance and Operation Plan for all commonly-owned improvements.

This criterion will be addressed in Article 6 of the CC&Rs.

SECTION 303.C. – CRITERIA FOR APPROVAL

The Preliminary Plat may be approved only if the reviewing authority finds that it satisfies the following criteria:

- 1. The Preliminary Plat is in conformance with the Bannock County Planning and Development Council's approved Concept Plan, all applicable provisions of this Ordinance, other County Codes and Ordinances, and Idaho Code.**

- a. Conformance with the Council's approved concept plan**

Applicant provided written documentation from City of Chubbuck regarding the design.

Council should review if all conditions have been met.

- b. Compliance with the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code.**

Bannock County Zoning Ordinance:

The land is zoned Residential Suburban (RS), which allows lots less than 5 acres when connecting to city sewer. The proposed density of this subdivision will be 1 dwelling unit per 0.55 acres.

There is a dwelling and residential accessory structure located on proposed lot 9. A variance was granted by council to allow a setback for residential accessory structures to be no less than 5' from side yard. Due to marking pins not consistent with owner's lot lines, this lot is being re-platted in order to meet setback requirements.

Bannock County Subdivision Ordinance:

Per §404.G, REVERSE FRONTAGE: All lots in subdivisions of more than four lots shall access to an interior subdivision road or street. If a road is proposed, road must meet the standards of §402.

Applicant has proposed interior roads. Note 10 on the preliminary plat addresses access for each lot.

The proposed subdivision name "Westfield Estates Division 6" has been reviewed. All though Westfield Estates name has been used in the past, the same developer has created all subdivision phases, allowing the subdivision name to be used per Idaho Code.

Applicant should be aware that per §407: In all subdivisions, the electric, gas, telephone, and other utility lines shall be installed underground from the lot boundary to any structure(s). The subdivision applicant shall install power to the lot boundaries. The power shall be installed outside the road right-of-way except for crossings. Distribution power lines may be above ground with the Council's approval. In any City's Area of Impact and where that City's

Subdivision Ordinance requires all underground utilities, that City's Ordinance shall apply.

Idaho Code:

Developer will need to research Idaho Code to ensure all provisions have been met.

- 2. The street plan for the proposed subdivision will permit its development in accordance with this code.**
The subdivision has proposed to connect to city sewer, water, and propose roads to be construction to city standards. Per Highway Standards and Roadway Development Procedures for Bannock County section 2100, Road and Bridge may apply the standards and specifications of the city at Road and Bridge's discretion.
- 3. The street plan for the proposed subdivision will permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary.**
Proposed roads are extensions of existing roads, creating connectivity within existing phases.
- 4. Lot lines and roads relate to land shapes and existing development.**
Westfield Estates Phase 1-5 have similar lots sizes and shapes. Proposed roads are extensions of existing roads, creating connectivity within existing phases.

REPORT BY:

Alisse Foster, Subdivision Planner
alissef@bannockcounty.us

REPORT DATE: March 10, 2025

**Staff comments in this report are based upon evidence available at the time of the report. Additional information may be brought to light at or before the hearing.*

EXHIBITS:

1. Application & Plat
2. Concept Findings
3. Drainage Plan
4. CC&Rs
5. City comments

EXHIBIT 1

Application & Plat



SPP-25-2
Subdivision Preliminary Plat
Application
Status: Active
Submitted On: 1/21/2025

Primary Location
TBD Rio Vista Road
Chubbuck, ID 83202
Owner
Rio Vista Land LLC
S. Main St. 158 Pocatello, ID 83204

Applicant
 David Assan




Owner/Developer Information

Are the Owner and Developer the same?



Owner Name*

Rio Vista Land LLC

Street Address*

158 S. Main Street

City*

Pocatello

State*

ID

Zip Code*

83204

Phone Number*

[REDACTED]

Email*

[REDACTED]

Site Information

Proposed Subdivision Name*

WESTFIELD ESTATES DIVISION 6

Parcel Number(s) *

RPR3853006605, RPRRWE4000500

Proposed Number of Lots*

13

Concept Plan Approval Date*

01/15/2025

Quarter*	Section*
NWNW	5
Township*	Range*
6 S	34 E
Total acreage of parcel(s)?*	Zoning of parcel(s)?*
7.15	Residential Suburban District

Drainage and natural features of the site (topography, slope, creeks, streams, etc.) *

The site is generally flat with no slopes or stream features available

Existing deed restrictions, easements, and rights-of ways*

None

Does the proposed subdivision have any existing well, septic, or structures? * [?](#)

None

Engineer/Planner/Surveyor Information

Engineer/Planner/Surveyor Name*

Matthew S. Baker

Email *

matt.baker@sunrise-eng.com

Preliminary Plat Criteria for Approval

1. The Preliminary Plat is in conformance with the Bannock County P&D Council's approved Concept Plan, all applicable provisions of this Ordinance, other County Codes and Ordinances, and Idaho Code.*

Yes

2. The street plan for the proposed subdivision will permit its development in accordance with this code.*

Yes

3. Street plan for proposed subdivision will permit development of adjoining land by providing access to that land by right-of-way dedicated to the County, or a developed street to property boundary.*

Yes

4. Lot lines and roads relate to land shapes and existing development.*

Yes

Acknowledgement

I hereby acknowledge that I have read this application and state that the information on this application is correct to the best of my knowledge.*



Electronic Signature [Typed Name of Applicant]*

David Assan



Date of Signature*

01/21/2025

EXHIBIT 2

Concept Plan Recorded Findings: SCP-24-8

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL FINDINGS AND ORDER

CONCEPT PLAN – WESTFIELD ESTATES DIVISION 6 PUBLIC HEARING: JANUARY 15, 2025

FILE #: SCP-24-8
LOCATION: RPR3853006605, currently unaddressed and RP RRWE4000500, currently addressed as 11824 Devonshire Drive, Chubbuck, ID 83202.

APPLICANT:	OWNER:
Sunrise Engineering	Rio Vista Land LLC
David Assan	158 S. Main Street
600 E. Oak Street	Pocatello, ID 83204
Pocatello, ID 83201	Colter and Shanel Sears 11824 Devonshire Drive Chubbuck, ID 83202

REQUEST & BACKGROUND: David Assan proposes to subdivide approximately 7.15 acres of land into 13 lots. The proposal includes a replat of Lot 9, Block 3 of Westfield Estates Division 4. The development proposes City of Chubbuck water and sewer. There will be 13 buildable lots and will be between 0.45 and 0.58 acres in size. This subdivision is located ~ 0.47 miles from the city of Chubbuck boundary.

FINDINGS:

JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Suburban

PROPERTY SIZE: ~ 7.15 acres

VIEWS: The property is visible from all directions.

IMPACT AREA: City of Chubbuck

FLOOD ZONE: X, minimal

TERRAIN: Relatively flat

EXISTING STRUCTURES: Residential dwelling and accessory structures.

OTHER: Proposed lot 9 located within Westfield Estates Division 4.

NOTICE AND TESTIMONY REQUIREMENTS:

Notice of the public hearing was completed according to statutory requirements. Public comment was taken according to statutory requirements.

REQUIRED FINDINGS FOR CONCEPT PLAN – REVIEW CRITERIA, §302.E

1. The proposed tentative plan **is** in conformance with the Bannock County Comprehensive Plan; **is** in conformance with applicable provisions of this Ordinance, other County Ordinances, and Idaho Code.
Policy 1.1.1 states: Collaborate with developers to ensure that new development bears the costs associated with providing services to said development.
Policy 1.1.2 states: Ensure that new development meets and/or implements applicable adopted County standards, policies, master plans and regional plans.
Objective 1.3 states: Plan collaboratively with surrounding governments for development that is beneficial and compatible with surrounding ACIs and rural, recreational and agricultural areas.
The Residential Suburban zoning district allows this density of development when connecting to city services.
2. The proposed roads and bridges **are** designed and constructed according to Section 402 of the Subdivision Ordinance. A design deviation **was not** requested and **was not** granted to equal or exceed these standards for its purpose.
Section 402 references the Bannock County Road and Bridge manual (Section 2100.110), which allows developments to use city standards when located within the area of city impact.
3. The proposed partitioning of land **does not** prohibit the extension of dedicated streets or roads.
This development connects to dedicated streets and roads.
4. The proposed partitioning **will not** conflict with legally established easements or access within or adjacent to the proposed land partition.
This development is connecting to established easements and access from previous phases.
5. The blocks of lots **are** located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities.
The development is laid out similarly to adjoining parcels and conforms to the overall master plan.
6. The proposed property **is** physically suitable for the type and proposed density of development and **does** conform to existing zone standards.
The Residential Suburban zoning district allows this density of development when connecting to city services.

(If adding approval conditions) with the following conditions of approval,

1. Provide written comments regarding the road design from the City of Chubbuck with Preliminary Plat submittal. In the absence of comment, provide evidence of attempt to contact them at least twice.
2. All existing structures shall meet setback requirements of instrument number 22127540. Setback measurements shall be depicted on Preliminary Plat.
3. 60' strip on the west side of subdivision to be labeled as right-of-way on all subsequent plats.

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER: PERMIT SCP-24-8

Page 2

4. Provide location of central mail boxes on the preliminary plat and final plat.
5. Provide location of school bus stop on the preliminary plat and final plat.
6. All subsequent plats shall state "Lot 4 Block 4 and Lot 6 Block 3 shall be restricted to only have access from Yorkshire Lane. Lot 6 and Lot 7, Block 4 are restricted from access off of Rio Vista Road."
7. Include the proposed stormwater detention/retention methods and measures, adequate for controlling post development stormwater runoff, on the preliminary plat.
8. All subsequent plats shall state "This subdivision is in area of concern for Ethylene Dibromide (EDB) groundwater contamination."
9. All sidewalks within the right-of-way shall be the HOA's responsibility while located within the county. CC&Rs shall state so.
10. 10' public utility easement to be extended within lots 6 and 7 along Rio Vista Road.

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request for Westfield Estates Division 6 Concept Plan, as described in the application, shall be **approved**.

Motion by Krystal Madsen, seconded by Chad Selleneit to adopt the foregoing Findings and Order.

ROLL CALL:

Councilperson Dimick	Voted Yes
Councilperson Madsen	Voted Yes
Councilperson Selleneit	Voted Yes
Councilperson Ulrich	Voted Yes
Councilperson Ward	Voted Yes

Motion carried by a 5 to 0 vote.

Dated this 15th day of January, 2025.



Signed by (Chairperson) (Vice Chair)

ACKNOWLEDGEMENT CERTIFICATE

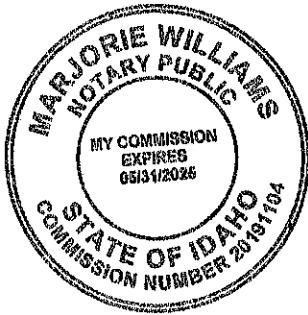
State of Idaho)

S.S.

County of Bannock)

On this 15th day of January, in the year of 2025, before me Marjorie Williams, a notary public, personally appeared Stewart Ward, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

S
E
A
L



Marjorie Williams

Notary Public

My Commission Expires on 5/31 2025

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER: PERMIT SCP-24-8

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EXHIBIT 3

Declaration of Protective Covenants, Conditions, Restrictions, and Easements

Alliance Title - Pocatello Office

22003587 2020 Mar 03 AM 11:21

Electronically Recorded by Simplifile

**DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WESTFIELD ESTATES - DIVISION I**

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**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR**

WESTFIELD ESTATES - DIVISION I

This Declaration of Protective Covenants, Conditions, Restrictions and Easements is made by Rio Vista Land, LLC, an Idaho limited liability company ("Declarant"). This Declaration shall be effective as of the date recorded with the Bannock County Recorder's Office.

RECITALS

Declarant owns the real property described in Exhibit A attached hereto (the "Property") and desires to develop the Property into a planned community known as Westfield Estates. Rio Vista Development, LLC, an Idaho limited liability company ("Developer") shall be the initial developer of the community. The purpose of this Declaration is to establish covenants, conditions, and restrictions for the benefit of all future owners and occupants of the Property.

Article 1 - PURPOSE AND DECLARATION

1.1 Purpose. The purpose of this Declaration, and the Restrictions and Rules set forth herein, is to enhance the value, desirability, and attractiveness of the Property for the mutual benefit of the Declarant, the Association, and each Owner.

1.2 Declaration. Declarant hereby declares that the Property, including all of the Lots, shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to this Declaration and the Restrictions and Rules, which Restrictions and Rules shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, and each Owner, including their respective heirs, successors, and assigns.

Article 2 - DEFINITIONS

2.1 Additional Land. Any parcel of land that is annexed into the Project by Declarant.

2.2 Annexation Declaration. A declaration by which Additional Land is made subject to this Declaration pursuant to Article 11.

2.3 Architectural Control Committee. The committee having architectural control powers as further described herein.

2.4 Articles. The Articles of Incorporation for the Association, as amended and restated from time to time.

2.5 Assessments. Any monetary charge or fee imposed or levied by the Association against Owners as provided in this Declaration or other Governing Documents.

2.6 Association. The Westfield Estates Homeowners Association, an Idaho nonprofit corporation.

2.7 Board. The Board of Directors of the Association. The Board is the governing body of the Association.

2.8 Bylaws. The Bylaws of the Association.

2.9 Common Areas. Any real property which the Association now or hereafter owns in fee for the benefit of Owners for as long as the Association is the owner of the fee, which may include without obligation or limitation, park facilities, Association signs or monuments, open space, landscaped areas, street signage, lighting detached from Residences, and other similar improvements, all roadway improvements within the Project shown on the Plat as private roads and which are not accepted for dedication by a municipal authority, and all land, and the improvements situated thereon, within the Project that Declarant designates as Common Areas on the Plat or other recorded instrument.

2.10 Declarant. Rio Vista Land, LLC, and its successors and assigns.

2.11 Declaration. This Declaration of Protective Covenants, Conditions, Restrictions and Easements.

2.12 Developer. Rio Vista Development, LLC, and its successors and assigns.

2.13 Governing Documents. Collectively this Declaration, the Articles, the Bylaws, Plat, Rules, and Restrictions, as each may be amended from time to time.

2.14 HOA Maintenance Areas. Any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all landscaped rights of ways adjacent to or near roadways adjacent to the Project, landscaping easements between roadways and sidewalks within the Project, and all utility and service lines and similar improvements, whether public or private-company owned, intended to serve more than one Lot or Residence, whether located on a Lot or lying inside of the exterior boundaries of the Residence.

2.15 Lot. Each of the individual Lots within the Project, as shown on the Plat, with the exception of the Common Areas. References to "Lot" include any Residence or other improvement constructed thereon.

2.16 Manager. A person selected by the Board to manage the affairs of the Association.

2.17 Member. A Lot Owner.

2.18 Occupant. Any Person living, dwelling, visiting, or staying in a Residence.

2.19 Owner. The record owner, whether one or more Persons, including Declarant, holding fee simple interest of record to a Lot which is a part of the Property or Additional Land, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

2.20 Period of Declarant Control. The period starting on the effective date of this Declaration and continuing until the later of such time as (i) Declarant is no longer an Owner and (ii) Declarant elects in writing to not add any further Additional Land to the Project under Article 11.

2.21 Person. Any individual, partnership, corporation, trust, estate, or other legal entity, including Declarant and Developer.

**DECLARATION OF PROTECTIVE COVENANTS
Westfield Estates – Division I**

2.22 Plat. The official subdivision of plat(s) of Westfield Estates, filed and recorded in the official records of the Bannock County Recorder's Office and any Additional Land annexed into the Project and made subject to this Declaration.

2.23 Project. All the Property, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto, and shall at any point in time mean and refer to the entire Westfield Estates subdivision. The Project shall also include any Additional Land annexed into the Project and made subject to this Declaration.

2.24 Property. The real property in Bannock County, Idaho, described in the attached *Exhibit A* and any Additional Land annexed into the Project and made subject to this Declaration.

2.25 Residence. A structure intended for use and occupancy as a residence, together with all improvements located on or with respect to the applicable Lot which are used in connection with such Residence. The Residence shall include, without limitation, the roofs and all exterior surfaces, exterior trim, gutters, downspouts, structural members, and foundations. The Residence shall also include any mechanical equipment and appurtenances located within any one Residence, or located without said Residence but designed to serve only that Residence, such as appliances, air conditioning compressors, sprinkler systems, antennas, fixtures and the like. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Residence or serving only the Residence shall be deemed part of the Residence.

2.26 Restrictions. The covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

2.27 Rules. The rules, resolutions, regulations, policies, and guidelines adopted by the Board or the ACC.

Article 3 - WESTFIELD ESTATES OWNERS ASSOCIATION

3.1 Organization. The Association may be incorporated as a nonprofit corporation or such other entity structure at the determination of the Board. The Association shall have all rights and powers granted to it by applicable law, the Governing Documents, and this Declaration.

3.2 Purpose. The Association shall serve as the governing body for all Owners and shall provide for the maintenance, repair, replacement, administration, and operation of the Common Areas and the HOA Maintenance Areas.

3.3 Membership. Each Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to, and never separated from, the Lot in which the Owner has the necessary interest. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then such transfer shall be automatic to the new Owner. Any attempt to make a prohibited transfer is void.

3.4 Record of Ownership. The secretary of the Association or other Person designated by the Board shall maintain a record of ownership of the Lots. Upon the transfer of any Lot, the new Owner shall promptly notify the Association of the change in ownership and provide the requisite conveyance documents showing the change of ownership.

3.5 Voting Rights. Except as otherwise disallowed or limited in this Declaration or by the Special Declarant Rights, each Member shall be entitled to one vote for each Lot owned by the Member on the day of the vote.

(a) **No Fractional Votes.** Fractional votes shall not be allowed. If an Owner is more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Building Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived.

(b) **No Transfer of Voting Rights.** The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

3.6 Board of Directors. The governing body of the Association shall be the Board. The Board shall act in all instances on behalf of the Association. The Bylaws shall set forth all matters related to the composition, structure, and procedures of the Board, including without limitation the procedures for electing a director, the terms of each director, the number of directors on the Board, and the requirements for serving on the Board. Notwithstanding the foregoing or anything to the contrary contained herein or in the Governing Documents, during the Period of Declarant Control, Declarant and Developer shall have the sole and exclusive authority to act as the Board, or to appoint and remove Board members.

3.7 Powers and Duties. The Association shall have, exercise, and perform powers, duties, and obligations granted to the Association by Idaho law, the Governing Documents, and this Declaration, including but not limited to the following:

- (a) **Common Areas.** The Association shall maintain, repair, and replace Common Areas and HOA Maintenance Areas as the Board sees fit.
- (b) **Irrigation System.** The Association shall maintain a pressurized irrigation system that provides service to each developed Lot.
- (c) **Utility Services.** The Association may provide any utility services for the Project that the Board sees fit, including but not limited to data, phone, and internet services.
- (d) **Insurance.** The Association shall obtain and maintain in force the following policies of insurance from reputable insurance companies authorized to do business in the State of Idaho:

(i) A blanket policy of property insurance covering the Common Areas and all buildings, fixtures, and equipment thereon that are the obligation of the Association to maintain.

(ii) Comprehensive general liability insurance insuring the Association and its agents and employees against liability incident to the use, ownership, or maintenance of the Common Areas or as the Board may otherwise deem necessary to carry out the Association's functions or to insure the Association against loss.

(iii) Directors and Officers liability insurance protecting the Board, the officers, the ACC, and the Association.

(iv) Liability, casualty, or other insurance as the Board may deem necessary to carry out the Association's functions or to insure the Association against loss.

(v) Such other insurance, including but not limited to workers compensation insurance to the extent necessary to comply with applicable laws.

(vi) The Association shall be the named insured under any policy of insurance. The Association shall have no obligation to obtain or maintain any insurance covering the personal or real property of any Owners, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(e) **Rules.** The Association, through its Board, shall make and establish Rules as the Board deems necessary or appropriate in order to provide for a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.

(f) **Budgets & Assessments.** The Association shall adopt budgets and impose and collect Assessments.

(g) **Governing Documents.** The Association shall perform such acts, whether or not expressly authorized by the Governing Documents, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association.

(h) **Enforcement.** The Association may assess fines to Owners, Occupants, or their guests for violations of the Governing Documents, including the provisions of this declaration. The amount of such fines shall be set by the Board and shall be imposed in accordance with Idaho law, including Idaho Code section 55-115(2) and any successor statutes thereto. The Board shall have the authority to adjust and revise such fines.

(i) **Employment of Agents, Advisors, and Contractors.** The Association may hire a Manager or other employees to manage, conduct, and perform the business, obligations, and duties of the Association and employ professional counsel from Persons such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project.

(j) **Litigation.** The Board may instigate litigation on behalf of the Association to enforce the provisions of the Governing Documents or any other common law or statutory right which the Association is granted.

3.8 Liability. Members of the Board and officers of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. If a member of the Board or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the director or officer is found by a court of law to have engaged in willful or intentional misconduct in carrying out his duties.

Article 4 - BUDGET AND ASSESSMENTS

4.1 Annual Budget. The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide for the maintenance of the Common Areas and HOA Maintenance Areas, for the administration, management, and operation of the Association, and for the payment of debt incurred by the Association. The Board may revise the Budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted.

4.2 Reserve Account. The Board may establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of Common Area.

4.3 Capital Improvements. The Board may incur debt on behalf of the Association to make capital improvements to Common Area upon the affirmative vote of at least two-thirds of the Members present at a meeting called for that purpose.

4.4 Covenant to Pay Assessments. Each Owner of a Lot, by accepting a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees to pay the Association all Assessments and other fees, charges, levies, or fines imposed in accordance with the Governing Documents.

4.5 Purpose of Assessments. Assessments shall be used for the purpose of promoting the health, safety, and welfare of the Owners and enhancing the value, desirability, and attractiveness of the Property. The Association may use the Assessments to, among other things, pay the cost of taxes and insurance on the Common Areas, maintain, repair, and improve the Common Areas and HOA Maintenance Areas, establish and fund a reserve to cover major repairs or replacement of improvements within the Common Areas and HOA Maintenance Areas, pay for any litigation expenses, and to pay any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

4.6 Regular Assessments. Regular Assessments shall be made on a monthly basis, or any alternative frequency as the Board may establish. The amounts and allocations of each Regular Assessment, along with the dates for payment of such Regular Assessments, shall be established by the Board. The Board has discretion to determine the appropriate allocation among Owners for each Regular Assessment, including whether to determine such allocation based on square footage of each Lot or otherwise. Regular Assessments shall be charged against each Lot from the date it is sold by Declarant. Regular Assessments for a partial year shall be pro-rated. Upon Developer's sale of a Lot, the Lot shall be assessed to one half of the Regular Assessment until the earlier to occur of (i) the date the Owner receives ACC approval of plans and specifications to construct a Residence on the Lot, (ii) the

date the Owner receives a building permit to construct a Residence on the Lot, or (iii) the date that is two years after Declarant's sale of the Lot.

4.7 Special Assessments. The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part, any expense or expenses not reasonably capable of being fully paid with funds generated by Regular Assessments. Notice in writing of the amount of any Special Assessments and the time for their payment shall be provided to the Owners by the Board as soon as is reasonably practicable. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

4.8 Individual Assessments. In addition to the Regular and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents, Restrictions, and Rules against the Owner or the Occupants of the Owner's Lot, (b) costs associated with the maintenance, repair, or replacement of Common Areas or HOA Maintenance Areas caused by the actions of an Owner or the Occupants of the Owner's Lot, (c) any charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Residence or its Owner into compliance with the Governing Documents, (d) costs of providing services to the Lot upon request of the Owner, and (e) attorneys' fees, court or collection costs, fines, and any other charges relating to any of the foregoing, regardless of whether a lawsuit is filed.

4.9 No Offsets. All Assessments shall be payable in the full amount specified by the Association. No Owner shall offset or withhold any portion of such amount for any reason.

4.10 Declarant's Exemption from Assessments. Notwithstanding anything contained in the Governing Documents or this Declaration to the contrary, Declarant shall not be obligated to pay Assessments on any Lot owned by Declarant. In addition, Declarant may exempt Lots owned by affiliates of Declarant, such as Developer, from the payment of Assessments during the Period of Declarant Control.

4.11 Personal Obligation and Lien. All Assessments, together with any interest, late fees, collection costs, and attorneys' fees, shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made, and (b) the personal obligation of the Person that is the Owner of the Lot at the time the Assessment falls due. No Owner may exempt himself or such Owner's Lot from liability for payment of Assessments by waiver of such Owner's rights concerning the Common Areas or HOA Maintenance Areas or by abandonment of such Owner's Lot. Upon transfer or conveyance of a Lot, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments, interest, late fees, collection costs, and attorneys' fees applicable to such Lot at the time of such transfer or conveyance, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore.

4.12 Billing and Collection. The Board shall have the authority to adopt Rules setting forth procedures for the billing and collection of Assessments. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until such Owner has been given at least thirty (30) days' written notice of the Assessment or charge and of the amount so owed.

4.13 Due Dates, Delinquency, and Collection Charges. The Board shall have authority to adopt Rules regarding the due dates for payment of Assessments, the time before a payment becomes past due and delinquent, and the late fees to be charged for delinquent payments.

4.14 Late Fees and Interest. If the Board does not otherwise adopt billing and collection procedures, the following shall apply. Delinquent accounts shall be charged a twenty-five dollar (\$25.00) late fee each month until the Owner's account (including all collection charges, fees, and costs) is paid in full. Interest shall accrue on all unpaid balances at the rate of ten percent (10%) per annum. Collection charges, interest, and late fees shall constitute a part of the Assessment lien until paid in full.

4.15 Collection Actions. The Association may exercise any or all of the following remedies to collect delinquent Assessments:

(a) The Association may suspend such Owner's voting rights.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date of which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. In accordance with any relevant provision of the Idaho Code, when an Assessment, fine, or charge is past due, the Association may file a notice of lien in the records of Bannock County against the applicable Lot. Once filed, such lien shall accumulate all future Assessments, fines, or charges and any other costs chargeable to the Lot or such Lot's Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as permitted by applicable law. The lien of the Association shall be superior to all other liens and encumbrances except (1) a lien or encumbrance recorded before this Declaration, (2) a first or second security interest on the Lot secured by a mortgage or deed of trust recorded before the Association's notice of lien, and (3) a lien for real estate taxes or other governmental assessments against the Lot. The Association, through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire, hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above.

(d) The Association may terminate a delinquent Owner's right to use the Common Areas.

(e) In any action to collect delinquent Assessments, all fees and expenses incurred by the Association, including but not limited to attorney fees, shall be added to the delinquent Assessment and lien and shall be collected simultaneously with, and in the same manner as, the delinquent Assessment. In the event the delinquent Assessment is placed with a licensed collection agency, Owner agrees to pay a collection fee equal to fifty percent (50%) of the outstanding balance of the delinquent Assessment at the time the account is placed with the collection agency, which shall be added to the delinquent Assessment and lien and shall be collected simultaneously with, and in the same manner as, the delinquent Assessment.

(f) The Association shall have any other remedy available to it, whether provided in the Governing Documents, at law, or in equity.

(g) Any payments or amounts received on delinquent Assessments or other charges shall be credited first to collection costs (including attorneys' fees), then to interest and late fees, then to the oldest Assessments, and finally to the most recent Assessments.

4.16 Power of Sale. The Association shall have all rights of foreclosure granted by the Idaho Code, both judicially and non-judicially.

4.17 Association Responsibility After Foreclosure. If the Association takes title to a Lot pursuant to a foreclosure, the Association shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner.

4.18 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

Article 5 - EASEMENTS AND RIGHTS IN COMMON AREAS

5.1 Utility Easement. The Project is subject to a utility easement over, across, above, and under all road rights-of-way and Common Areas for ingress, egress, installation, maintenance, repair, and replacement of utilities installed by Declarant or Developer, such as water, sewer, gas, phone, internet, electricity, data, video, and cable.

5.2 Landscape Easement. A Project is subject to a Landscape Easement within the public utility easement described in the Plat, covering the area between each road surface and the adjacent sidewalk within the Property. The Landscape Easement shall be maintained by the Association as determined by the Board. No Owner shall make any alteration or improvement to the Landscape Easement without the prior written consent of the Association, or do or permit anything within the Landscape Easement that impedes or interferes with the Association's maintenance thereof.

5.3 Fence Easement. Whenever a fence or retaining wall constructed on a Lot under plans and specifications approved by the ACC is located within five feet of the boundary line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed five feet from the Lot line) for the limited purpose of maintaining and repairing such wall or fence. The Owner of such easement shall promptly repair and remediate any damage to the adjoining Lot caused by the maintenance or repair of such wall or fence.

5.4 Use of Common Areas. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. A Member's right for the use and enjoyment of the Common Areas shall be subject to the following:

(a) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing any governmental or municipal service.

(b) The right of the Association to suspend the right to use the Common Areas by an Owner for (1) any period during which any Assessments against such Owner's Lot remain unpaid or (2) violation of any of the Rules or Regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water, or storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board.

Article 6 - MAINTENANCE

6.1 Association Maintenance.

(a) The Association shall maintain, repair, and replace the Common Areas and HOA Maintenance Areas together with all improvements thereon and all easements appurtenant to the Common Area including, but not limited to, common landscaped areas, private utility lines owned or controlled by the Association that serve more than one Residence, and personal property owned by the Association. The Association shall have no obligation to perform any maintenance and/or repair of any part of a Lot, Residence, or any other landscaping installed by an Owner.

(b) The Association shall maintain a pressurized irrigation system to supply canal water from the Fort Hall Irrigation Project to each developed Lot. This system includes all irrigation mainlines and equipment located on or under roadways, Common Areas, HOA Maintenance Areas, or other maintained areas, including any sump or pumphouse facilities and equipment. The Association may filter all canal water provided to the Lots but makes no guarantees regarding the amount of filtering to reduce sediment, seeds, or organisms. Irrigation water will not be potable. Additionally, the Association shall have no responsibility to maintain such equipment located on or under Lots.

(c) The Association shall landscape and maintain the Landscape Easement.

(d) The Association may provide for snow removal on any Common Areas.

(e) The Association has the right to remove any personal property, debris, or trash from the Common Areas and HOA Maintenance Areas in order to fulfil its maintenance obligations as detailed herein.

6.2 Owner Maintenance.

(a) Each Owner shall have the obligation to provide interior and exterior maintenance of their Lot and Residence, including but not limited to the maintenance, repair, and replacement of sidewalks, driveways, structural elements of the Residence, foundations, windows, doors, and utility lines that solely service the Lot or Residence.

(b) Each Owner shall paint, repair, and otherwise maintain the exterior of his Residence in compliance with Association standards and shall maintain, repair, and replace all appurtenant mechanical devices, including but not limited to, electrical, plumbing, and heating, ventilating and air conditioning systems.

(c) Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot.

(d) In general, Owners must keep their landscaping in good and presentable condition that does not distract from or diminish the value of other Lots. The landscaping responsibilities of each Owner for their applicable Lot shall include, but not be limited to, regular mowing and trimming of the lawn, general weed control, proper care of all plants, trees, shrubs, flowers, etc., and proper watering. The Owners shall use canal water for exterior purposes such as in connection with sprinkler systems or exterior hoses and outdoor faucets.

(e) Owners shall be responsible to maintain, repair, replace, and remove (upon ACC approval) fences which mark the boundaries of their Lots. When such fences serve, benefit, or otherwise mark a boundary of two or more Lots, the responsibility and cost to maintain, repair, replace, and remove the shared portion of such fences shall be borne pro rata by all Owners bounded thereby.

6.3 Owner Maintenance Neglect. Without any liability for trespass, damage, or otherwise, in the event an Owner violates the Governing Documents, Restrictions, or Rules by failing to properly maintain or repair such Owner's Lot or Residence, the Association shall have the power and authority to enter upon such Lot and Residence for the purpose of maintaining and repairing such Lot or Residence or any improvement thereon. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance or repair obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide the applicable Owner with reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance or repair neglect shall be an Individual Assessment against the Owner's Lot. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Documents, Restrictions, and Rules, or to enforce by mandatory injunction or otherwise all the provisions of the Governing Documents, Restrictions, and Rules.

Article 7 - USE RESTRICTIONS

7.1 Rules. The Board has authority to issue (i) Rules expanding, clarifying, or otherwise amending the use restrictions contained in this Article, and (ii) new Rules imposing additional use restrictions not contemplated by this Article.

7.2 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots.

7.3 Use of Lots and Residences. Each Lot and Residence shall be used only as a single-family dwelling. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Residence except with the prior written consent of the Board and applicable governmental entities. In addition, no form of temporary housing is authorized on any Lot or otherwise within the Project. Notwithstanding the foregoing, activities otherwise prohibited by this Section are permitted without Board approval if only normal residential activities would be observable outside of the Residence, the business activity does not involve persons coming on to the Project who do not reside in the Project, the business activity does not involve the solicitation of Occupants or Owners, the business will not result in the increase of the cost of the Association's insurance, and that the activities would not be in violation of applicable local ordinances.

7.4 New Construction. All improvements shall be newly constructed on the Property. No pre-built, pre-fabricated, or modular structures are permitted without prior written ACC approval.

7.5 Commencement of Construction; Repurchase Option. Within two years after Developer sells any unimproved lot, the Owner shall commence construction of a Residence on the Lot. Developer shall have the option to repurchase any Lot for which the Owner does not within two years have ACC approval of plans, a building permit, and commence construction of a Residence. This option shall entitle Developer to repurchase the Lot for the same price Developer sold the Lot, less any unpaid real estate taxes and assessments as of the date of repurchase. This option shall be in effect until the Owner commences construction of a Residence on the Lot. Developer may exercise this option by giving at least 30 days written notice to the Owner either by certified mail, return receipt requested, or by personal delivery. All closing costs shall be divided equally between Developer and Owner.

7.6 Completion of Construction. Each Residence must be completely constructed within one year after construction commences. If such work is not completed within such period, the Association may impose a penalty not to exceed one thousand dollars per month, levied against such Lot and its Owner as an Individual Assessment.

7.7 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, Residence, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Residences, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

7.8 Pets. Domestic pets may be kept in Residences or in backyard kennels that are screened from view from any street or adjoining Lot. Domestic pets must be kept in conformance with local government requirements but may not be bred or commercially boarded. All pets must be kept and contained on the Owner's Lot via fence or leash at all times. No animals may create a nuisance to the neighborhood, hazard to people, or be allowed to be at large. No livestock (pigs, goats, cows, horses, etc.) shall be kept in, on, or about the Project. Pets may not create a nuisance, either by way of causing damage to property, creating unsanitary conditions, barking or making disturbing noises in an excessive, continuous, or untimely fashion, or otherwise.

7.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Residence or appurtenant structures, as the Board may determine in its sole discretion. Any such permitted machinery or equipment must be stored inside a garage, shop, or accessory building when not in use or may be stored behind a Residence so long as any view of such machinery or equipment is blocked by a fence that conforms with the provisions of 8.7 and the Board approves any such storage. No inoperable or non-working vehicles, motorcycles, ATVs, UTVs, RVs, trailers, etc. are permitted unless enclosed inside a garage, shop, or accessory building with doors shut (except for ingress and egress). No junk yards, unsightliness, blight, or nuisance.

7.10 Nuisances. No Owner or Occupant shall create, maintain, or permit a nuisance in, on or about the Property. For purposes of this Section a "nuisance" includes any behavior which annoys,

disturbs, or interferes with other Owners or Occupants or interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance.

7.11 Signs. The Board may regulate and restrict signs in the Project to the extent permitted by law. Unless otherwise designated in the Rules, "For Sale" or "For Rent" signs not exceeding 5 square feet may be placed on Lots. Declarant and Developer shall not be subject to any sign restrictions adopted by the Board.

7.12 Trash Containers. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Such containers shall be maintained as not to be visible from the street view except to make them available for collection for a reasonable amount of time as determined by the Board.

7.13 Parking. Vehicles shall not be parked on a roadway at an entrance to or in front of driveways or walkways or at any other location within the Project which would impair vehicular or pedestrian access or snow removal. No long-term parking (longer than 48 hours) is permitted along the sides of any roadways, in driveways, or along the front face of any Residence. The parking restrictions contained herein apply to all vehicles, RVs, boats, trailers, or the like. Any vehicles parked in violation of the restrictions contained herein may be towed by the Association at the expense of the vehicle's owner.

7.14 Leases. An Owner is permitted to lease such Owner's Residence. All costs incurred by the Association to enforce the terms of the Governing Documents against a tenant shall be assessed to the Owner as an Individual Assessment. Notwithstanding the foregoing, short-term leases or rentals for any period less than thirty (30) days are prohibited, whether through services such as Airbnb, VRBO, or otherwise. This restriction on short-term rentals is agreed to in writing by Declarant, as the owner of the Property, and is intended to comply with the restrictions set forth in Idaho Code § 55-115(3) and any successor statutes or regulations thereto.

7.15 Water and Sewer Service. Each Lot shall connect to and pay for water and sewer service provided by the City of Chubbuck in accordance with the terms and conditional of all agreements between Developer and the City of Chubbuck therefor. Until the Project is annexed into the City of Chubbuck, water and sewer rates charged to the Project will be 150% of the rates charged to residents of the City of Chubbuck.

7.16 Variances. The Board may, at its option and in extenuating circumstances, authorize variances from the Restrictions set forth in this Article or any Rules adopted by the Board. Such variances must be in writing and must be signed by all of the members of the ACC. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate as a waiver, continuing or otherwise, of any Restrictions of the Governing Documents or Rules, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

Article 8 - ARCHITECTURAL CONTROLS

8.1 Purpose. The purpose of Restrictions contained in this Article related to architectural designs and controls is to preserve and maintain a consistent, desirable, and attractive appearance of the Lots and Residences throughout the Project in order to maintain and improve the property value of all such Lots and Residences for the mutual benefit of all Owners.

8.2 Architectural Control Committee. The Board may appoint a three (3) member Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the Project harmonize with existing surroundings and structures. The ACC need not be composed of Owners. If the ACC is not appointed, the Board shall perform the duties required of the ACC. Declarant and/or Developer shall act as the ACC during the Period of Declarant Control.

8.3 Review of Proposed Construction.

(a) No building or other structure of any nature may be built, placed, altered, or permitted to remain on any Lot without the prior written construction approval of the ACC. Approval from the ACC will be necessary for the construction of a Residence, any exterior additions or remodeling of an existing Residence, the construction of shops, garages, sheds, greenhouse, or other outdoor building, and all fencing and landscaping. All construction must be done in accordance with all applicable laws, regulations, and ordinances, including zoning ordinances and setback regulations. Any proposals for new construction must be approved in writing by the ACC. The ACC shall approve proposals, plans, and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby will (1) comply with the Governing Documents, including the Restrictions contained herein and any Rules adopted by the Board or the ACC, (2) be in harmony with the overall appearance of the Project and the other Lots and Residences therein, and (3) not be detrimental to the Project or require upkeep and maintenance that could become a burden on the Association.

(b) The ACC may condition its approval of proposals or plans and specifications upon such changes or modifications as it deems appropriate and may require submission of additional plans and specifications or other information before approving or disapproving such proposal.

(c) The ACC may establish Rules setting forth procedures for the required content of applications and plans submitted for approval. Such Rules may require a fee to accompany each application for approval.

(d) The ACC may establish Rules setting forth specific guidelines and regulations regarding design and style elements, landscaping, fences, and other architectural guidelines.

(e) The ACC may require such detail in plans and specifications submitted for its review as it deems proper. Along with any additional plans or specifications requested by the ACC, each Owner seeking construction approval from the ACC shall be required to submit the following documents: (1) one complete set of construction plans, which shall include floor plans, elevations, and exterior material specifications; (2) elevations of structures in relation to existing and finished grades; (3) a plot plan showing the location of all structures on the Lot; and (4) a site grading plan depicting a storm water drainage plan which shall depict how all post construction drainage will be retained on the Lot. Drainage areas must be capable of containing at least one (1) inch of runoff water created from any post construction hard surfaces (e.g. roofing, driveways, sidewalks, etc.).

(f) The ACC approval or disapproval shall be in writing. If the ACC, or its designated representatives, fail to approve or disapprove proposed construction within thirty (30) days after sufficient plans and specifications have been submitted to the ACC, or if no suit to forbid the construction has been initiated by the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8.4 ACC Guidelines. In addition to such Rules as may be adopted by the Board, all Residences and improvements within the Project shall conform to the guidelines adopted by the ACC in its sole discretion related to architectural and landscape designs, construction, and materials.

8.5 Solar Panels. Owners are authorized to construct or install solar panels on their Residences. However, any such solar panels must be on the back of the applicable Residence and hidden from view from the street whenever possible. The ACC shall determine the specific location where solar panels and collectors shall be installed in accordance with Idaho Code § 55-115(4) and any successor statutes or regulations thereto. All solar panels and collectors must be parallel to the roof line, conform to the slope of the roof, and any frame, support bracket, or visible piping or wiring must be painted to coordinate with the roofing material.

8.6 Soffit Overhang. All roof structures must have soffit overhangs of at least one foot.

8.7 Fencing. All fences shall be constructed out of 6-foot white privacy vinyl or such other material, type, and color as approved in advance by the ACC. Fencing setbacks shall be in conformity with all applicable codes and regulations. Fences are not permitted in front of any side of a Residence facing a street. The ACC shall determine and approve permitted materials and installation of fences. Any removal of fences must also be approved by the ACC.

8.8 Garages. Each Residence will be required to have a minimum of a two-car garage with an interior width of not less than 24 feet. Residences that are less than 2,000 finished square feet above grade are required to have a side load garage with doors on the side of the Residence furthest from the nearest entrance to the neighborhood or as otherwise directed by the ACC. Side load garages must setback 30 feet from the Lot line. Residences that are 2,000 finished square feet or more above grade are not required to have a side load garage, but must have the garage on the side of the Residence furthest from the nearest entrance to the neighborhood or as otherwise directed by the ACC and front load garages may not exceed a usual and customary three car garage with a setback of 20 feet from the sidewalk to allow for parking without blocking pedestrians. Also, front load garages may not protrude more than 10 feet from other front faces of the Residence.

8.9 Detached Structures. The construction of any exterior detached structures on a Lot, including any shops, garages, sheds, or greenhouses, must be approved in advance by the ACC. Unless otherwise approved by the ACC, any such structure must match the same general appearance as the Residence on the same Lot, including use of the same or similar colors, building materials, and general architecture design. No detached structure is to be used for sleeping or living purposes. The front face of detached structures must be at least 24 feet behind the front face of the Residence.

8.10 Minimum Residence Size. The intent of the ACC is to ensure that all Residences are in harmony in exterior design and the location of surrounding structures. The minimum size for a Residence, exclusive of open porches, garages, and basements, shall be as follows:

- (a) One Level: 1500 square feet above grade.
- (b) Two Story: 1200 square feet on the main level and a minimum of 800 square feet on the upper level.
- (c) Split Entry: 1500 square feet above grade.
- (d) Three or more Levels: 1500 square feet total finished area on the upper two levels.

8.11 Exteriors. All roofs must have a 6/12 pitch or steeper. Vinyl siding will not be allowed in the Project. Metal continuous siding, stone, brick, stucco (with approved methods and contractors), and LP/Hardy Plank pre-painted/paintable wood composite siding will be allowed on all exteriors for all structures. The ACC may require wainscoting or other architectural elements and finishes to enhance the appearance of the Residence or improvement from streets within the Project.

8.12 Lot Grading. Each Lot shall have on-site Lot grading that facilitates protection of any improvements from any abnormal runoff created by the subdivision improvements or adjacent properties.

8.13 Driveways. All access driveways shall have a wearing surface of concrete or other hard surface material approved by the ACC, and shall be graded to assure proper drainage. Each Owner is responsible to install a four-inch diameter conduit across and under their driveway to enable the Association to connect sprinkler lines within the Landscape Easement on both sides of the driveway.

8.14 Towers and Antennas. No tower, satellite dish, or other separate structure for the transmission or reception of radio or television signals shall be erected which will exceed the height of the house, shop, or accessory building constructed on that lot. The use of satellite dishes less than twenty-four (24) inches in diameter is permitted. Any tower built for the reception or transmission of radio or television signals shall first be approved by the ACC.

8.15 Utilities. All gas, electrical, telephone, television, and other new utility lines installed by Declarant or any Owner are to be underground except for minor above-grade appurtenances. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

8.16 Landscaping and Sprinkler Systems. Owners are required to install a sprinkler system, complete all landscaping, and connect to the pressurized irrigation system of the Project within nine months of a certificate of occupancy being issued for the Residence.

8.17 No Waiver. The approval by the ACC of any proposals or plans shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, or specifications.

8.18 Non-liability. Neither the ACC nor any member thereof, nor its duly authorized representatives, shall be liable to the Association or any Owner, Occupant, or applicant for any loss, damage, or injury arising out of or in any way connected with the performance of the ACC's duties hereunder. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be construed in any way to relate to, structural safety of building and improvements or their conformance with buildings or other codes.

8.19 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or Developer, or their duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Residences, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant, Developer, and/or other persons engaged in the construction of residences within the Project. Declarant and Developer may use Lots and other areas for parking in connection with the showing of model homes or for vehicles necessary for development and construction activities.

8.20 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration or Rules adopted by the ACC when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require. Such variances must be in writing and must be signed by the ACC. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate as a waiver, continuing or otherwise, of any Restrictions of the Governing Documents or Rules, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

Article 9 - ENFORCEMENT

The Association, Declarant, or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration and other Governing Documents, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorneys' fees. Occupants, guests, and invitees shall be personally liable for any fine assessed as a result of their action in violation of the provisions of the Governing Documents. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

Article 10 - ANNEXATION OF ADDITIONAL LAND

10.1 By Declarant. During the Period of Declarant Control, Declarant may at any time, in its sole discretion, annex Additional Land into the Project, without the approval of any Owner or the Association. Declarant's right to annex Additional Land shall not expire until the Declarant records in the real property records of Bannock County, Idaho, a declaration stating that Declarant elects to not add any further Additional Land to the Project.

10.2 By Association. Following the Period of Declarant Control, the Association may annex Additional Land into the Project upon the approval by at least two-thirds (66.6%) of the votes of the Association.

10.3 Method of Annexation. The annexation of Additional Land shall be accomplished by recording an Annexation Declaration executed by Declarant or the Association, as the case may be, and by the owner of the Additional Land. Thereupon the Additional Land shall be part of the Property and shall be subject to this Declaration and encompassed within the general plan of the Project, subject to any modifications set forth in the Annexation Declaration.

10.4 Annexation Declaration. Each Annexation Declaration shall (i) reference this Declaration, (ii) state that the provisions of this Declaration apply to the Additional Land, and (iii) include a legal description of the Additional Land. Each Annexation Declaration may limit or modify the functions, powers, and jurisdiction of the Association over the Additional Land, and may establish additional or different land classifications, lot sizes, assessment rates, use restrictions, building types, ACC guidelines, covenants, conditions, restrictions and easements for the Additional Land that is subject thereto. There is no limitation on the number of Lots or Common Areas that Declarant may annex into the Property, except as may be established by applicable ordinances of Bannock County. The Association along with all Owners, Members, and Occupants waive the right to publicly protest or oppose any annexation of Additional Land into the Property as provided herein.

10.5 Rights and Obligations of Owners of Annexed Land. Upon the recording of an Annexation Declaration, all provisions contained in this Declaration shall apply to the Annexed Land in the same manner as if it were originally subject to this Declaration, subject to such modifications, changes, and deletions as are specifically provided in the Annexation Declaration. The Owners of Lots located in the Annexed Land shall become members of the Association, shall be entitled to voting rights in the Association as set forth in Article 3, and shall become liable for their appropriate share of Assessments. Title to Common Areas which are to be owned and managed by the Association within said Additional Land shall be conveyed to the Association, free and clear of all encumbrances except for encumbrances of record and those set forth in this Declaration or the Annexation Declaration applicable to such Additional Land.

10.6 Withdrawal of Land. During the Period of Declarant Control, Declarant may withdraw all or any portion of the Property, including previously annexed Additional Land, from the Project, this Declaration, applicable Annexation Declarations, and from the jurisdiction of the Association so long as Declarant is the owner of the withdrawn Property and provided that a Declaration of Withdrawal is recorded in the Office of the Bannock County Recorder in the same manner as an Annexation Declaration. Following the Period of Declarant Control, the Association may withdraw all or any portion of the Property from the Project upon the approval of seventy-five percent (75%) of all members of the Association and written approval of Declarant if Declarant owns any portion of the Property. Upon the withdrawal of any Property, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated to the remaining Lots.

Article 11 - SPECIAL DECLARANT RIGHTS

11.1 Improvements. Declarant hereby reserves the right, without obligation, to construct:

- (a) Any improvement shown on the Plat or included in the Project;
- (b) Any Lots and corresponding Residences upon all or any portion of the Additional Land and the addition of the same to the Project; and
- (c) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

11.2 Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of Declarant and/or Developer in this Declaration and the Governing Documents and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights, which shall remain in effect for the maximum period allowed by law, which may exceed the Period of Declarant Control:

- (a) the right to maintain sales offices, model Residences, and signs advertising the Project or any Residence at any location in the Project;
- (b) the right to use easements through the Common Areas as set forth in this Declaration;
- (c) the right to dedicate the roads and streets within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;

- (d) the right to convert any part of the Project to a different regime of residential ownership;
- (e) the right to create or designate additional Common Areas within the Project;
- (f) the exclusive right to act as the Board, or appoint or remove Board members in Declarant's and/or Developer's sole discretion, during the Period of Declarant Control;
- (g) unless expressly and specifically bound by a provision of the Governing Documents, Declarant and Developer shall be exempt from the provisions of the Governing Documents;
- (h) the right to withdraw land from the Project;
- (i) the right to set all Assessments for the Association during the Period of Declarant Control, including Regular, Special, and Individual Assessments;
- (j) the right to set all fines and fees for the Association during the Period of Declarant Control;
- (k) the exclusive right to amend any of the Governing Documents during the Period of Declarant Control without approval from any Members; and
- (l) the right to exert any right allowed to the Board, the ACC, or the Association during the Period of Declarant Control.

11.3 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rules that interferes with or diminishes any Special Declarant Right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

11.4 Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas created or constructed by Declarant or Developer, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally constructed or created by Declarant or Developer.

11.5 Transfer of Special Declarant Rights. The Declarant or Developer may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's or Developer's successor shall enjoy any and all rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant and/or Developer shall equally apply to its successor.

11.6 Changes by Declarant or Developer. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant or Developer, or their successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Residence prior to the contracting for the conveyance of the Lot to a purchaser.

11.7 Easements Reserved to Declarant and Developer.

- (a) The reservation to Declarant and Developer, and their successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.
- (b) An easement for the installation, construction, maintenance, reconstruction, and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant or Developer necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.
- (c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.
- (d) The reservation to the Declarant and Developer, and their successors and assigns, of a nonexclusive easement and right-of-way in, through, over, and across the Common Area for the storage of building supplies and materials, parking of construction vehicles, erection of temporary structures, trailers, improvements or signs necessary or convenient to the development of the Project, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.
- (e) The Declarant and Developer reserve unto themselves and their successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way, or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.
- (f) Declarant and Developer reserve unto themselves and their successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but neither Declarant nor Developer shall not be under any obligation or duty to do such grading or to maintain any slope.
- (g) The easement rights granted herein to Declarant and Developer may be shared with or assigned by Declarant or Developer to the Association to the extent necessary or desirable, in Declarant's and/or Developer's sole discretion, to permit the Association to perform its obligations under any of the Governing Documents.

Article 12 - RIGHT OF ENTRY

The Association acting through the Board or its duly authorized agent shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot on the areas located outside the exterior boundaries of a Residence, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Residences, Owners, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Residence (even in the event of an emergency) without the consent of the Lot Owner and under any terms or conditions set forth by such Owner. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

Article 13 - AMENDMENTS

13.1 Amendments by Declarant. During the Period of Declarant Control, the Governing Documents may only be amended with the affirmative written consent of Declarant without any additional approval required.

13.2 Amendments by Association. After the Period of Declarant Control has expired, this Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Bannock County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred.

Article 14 - MISCELLANEOUS

14.1 Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or mailed, postage prepaid, to the Person who appears as an Owner in the records of the Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Association an email address that the Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery. Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, to the registered agent with the Idaho Secretary of State. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

14.2 Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a

meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes.

14.3 Dissolution. After the Period of Declarant Control, the Association may be dissolved by the affirmative assent in writing 90% of the Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas and HOA Maintenance Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in this Declaration.

14.4 Interpretation and Severability. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

14.5 Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

14.6 No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in any of the other Governing Documents, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.7 Security. Neither Declarant, Developer, nor the Association shall in any way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Each Owner agrees by purchasing a Lot in the Project that the Association, Declarant, Developer, and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, DECLARANT, DEVELOPER, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

14.8 Effective Date. The Declaration and any amendment hereof shall take effect on the date it is recorded in the office of the Bannock County Recorder.

14.9 Annexation. The City of Chubbuck is providing various municipal services to the Project and individual Lots. All Owners are provided notice that the City of Chubbuck may and is authorized to annex the Project, or a portion thereof, into the city limits of the City of Chubbuck. The Association along with all Owners, Members, and Occupants waive the right to protest any such annexation and any such opposition is null and void.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed.

DECLARANT

Rio Vista Land, LLC

Dated:

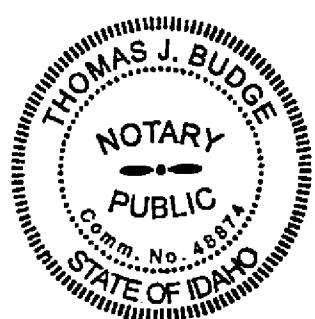
3/2/2020

By:

Dannis Adamson
Dannis Adamson, Manager

STATE OF IDAHO)
: ss.
County of Bannock)

This record was acknowledged to me on this 2nd day of March, 2020, by
Dannis Adamson as Manager of Rio Vista LLC.



Thomas J. Budge
Notary Public for Idaho
My Commission Expires: 12-21-2024

Exhibit A

Westfield Estates – Division I

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 5, SAID POINT BEING MONUMENTED BY A 5/8" IRON ROD WITH PLASTIC CAP AS DESCRIBED IN CORNER PERPETUATION RECORDED AS INSTRUMENT NO. 21103118 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE NORTH 1°59'09" WEST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 783.33 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 351.78 FEET;

THENCE SOUTH 0°31'37" EAST A DISTANCE OF 156.18 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 43.01 FEET;

THENCE SOUTH 0°31'37" EAST A DISTANCE OF 180.50 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 712.49 FEET;

THENCE NORTH 49°40'03" EAST A DISTANCE OF 250.41 FEET TO A POINT ON THE WEST BOUNDARY LINE OF CHILTON SUBDIVISION, A SUBDIVISION RECORDED AS INSTRUMENT NO. 613534 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 1°04'58" EAST, ALONG THE WEST BOUNDARY LINE OF THE SAID CHILTON SUBDIVISION, A DISTANCE OF 629.98 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SAID SECTION 5;

THENCE NORTH 89°29'28" WEST, FOLLOWING ALONG THE SAID LATITUDINAL CENTERLINE OF SECTION 5, A DISTANCE OF 1286.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.77 ACRES, MORE OR LESS.

DECLARATION OF PROTECTIVE COVENANTS

Westfield Estates ¥ Division I

Bannock County Planning & Development Council

March 19, 2025

Page 112 of 135

Exhibit A

EXHIBIT 4

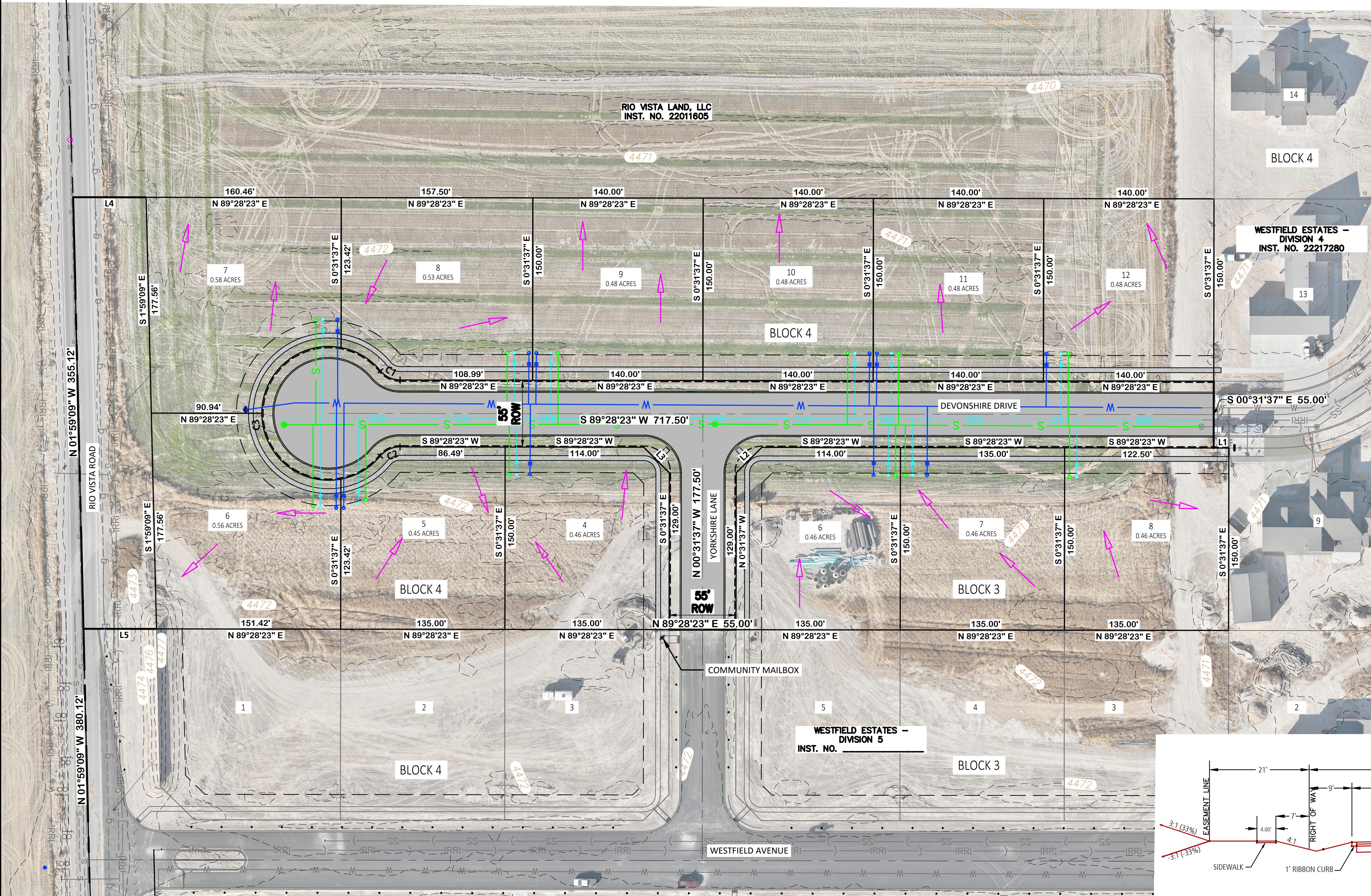
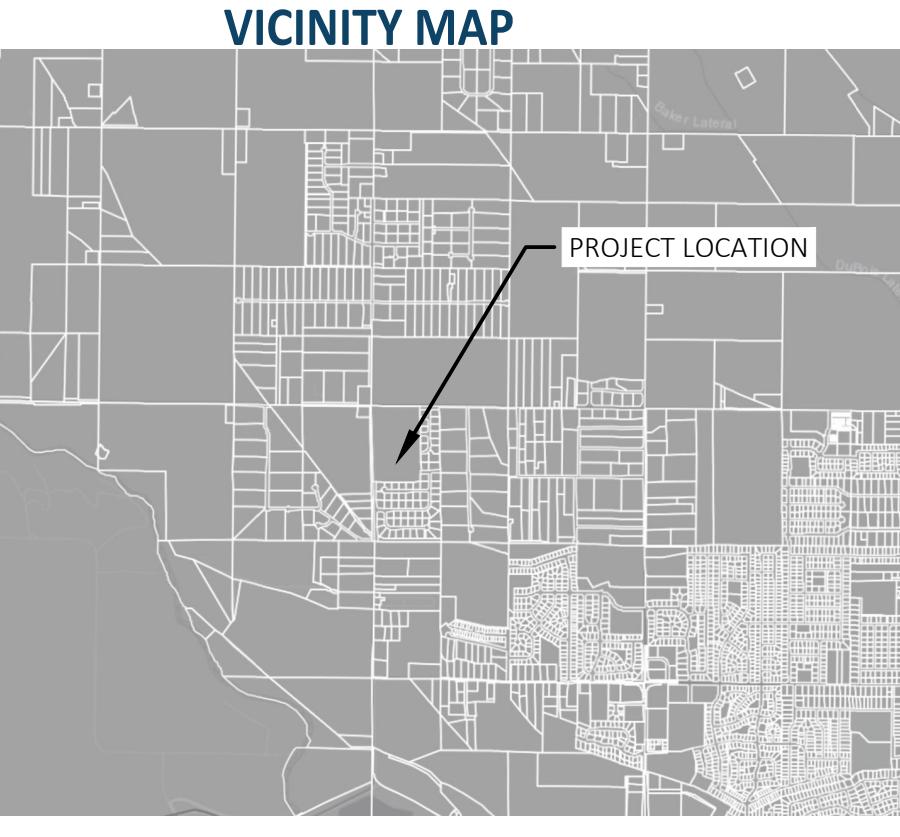
Drainage Plan

PRELIMINARY PLAT FOR: WESTFIELD ESTATES - DIVISION 6

LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6
SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

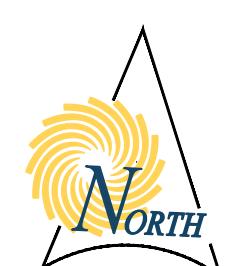
NORTHWEST CORNER OF
SECTION 5. FOUND
5/8" IRON ROD WITH
PLASTIC CAP AS
DESCRIBED IN CP&F
INST. NO. 21103123

CURVE TABLE						
NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	50°20'43"	S 65°21'15" E	9.87'	21.00'	18.45'	17.86'
C2	50°20'43"	S 64°18'01" W	9.87'	21.00'	18.45'	17.86'
C3	280°41'27"	S 0°31'37" E	45.59'	55.00'	269.44'	70.20'



WEST 1/4 CORNER OF
SECTION 5. FOUND
5/8" IRON ROD WITH
PLASTIC CAP AS
DESCRIBED IN CP&F
INST. NO. 21103118

INTELLECTUAL PROPERTY NOTICE
THE DESIGN, IDEAS, DRAWINGS CONTAINED WITHIN THIS SET OF
ASSOCIATED DOCUMENTS ARE THE SOLE PROPERTY OF SE. THEY ARE
SUBJECT TO COPYRIGHT OF SE. THEY ARE CREATED, EVOLVED AND
DEVELOPED FOR USE ON THIS SPECIFIC PROJECT. ANY USE OF THESE
DRAWINGS, DESIGN MATERIALS OR INFORMATION CONTAINED
HEREIN, INCLUDING BUT NOT LIMITED TO COPYING OR REPRODUCTION,
WHICH IS NOT EXPRESSLY AUTHORIZED BY SE, IS STRICTLY PROHIBITED
AS AN INFRINGEMENT OF ITS COPYRIGHT AND WILL RESULT IN
ENFORCEMENT UP TO THE FULLEST EXTENT OF THE LAW.



HALF SIZE SCALE (B)
1 INCH = 100 FEET
0 25 50 100
0 25 50 100
1 INCH = 50 FEET
FULL SIZE SCALE (D)

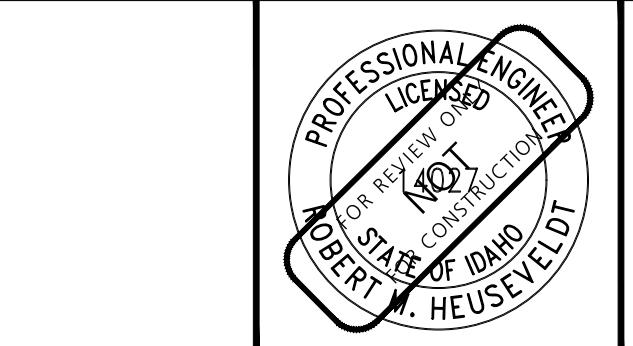
SHEET INFORMATION

DRAWN BY: TJT REVIEWER: RMH
CREATED: 10.23.2024 LAST REVISED: 10.29.2024

DEVELOPER INFORMATION

NAME	RIO VISTA LAND LLC
CONTACT	TANNER STENQUIST
INFO	tannerstenquist@gmail.com

SHEET NAME:
PRELIMINARY PLAT
WESTFIELD ESTATES DIV. 6



SUNRISE
ENGINEERING
600 EAST OAK STREET, POCATELLO, ID 83201
TELEPHONE 208.234.0110
www.sunrise-eng.com

SHEET NUMBER
1 OF 1

EXHIBIT 5

City of Chubbuck Correspondence

RE: Westfield Estates Div. 6 Preplat

From Sean Harris <sharris@cityofchubbuck.us>
Date Tue 1/21/2025 8:45 AM
To David Assan <david.assan@sunrise-eng.com>

David,
The preliminary plat for Westfield estates Division 6 appears to meet the requirements of the approved master plan for Westfield Estates.

Regards,

Sean Harris | Development Services Manager
290 E. Linden Avenue
Chubbuck, ID 83202
Office Voice: 208-237-2430 ext 108
Text Only: 208-221-4586

Community Services Department – Development Services Division

From: David Assan <david.assan@sunrise-eng.com>
Sent: Friday, January 17, 2025 9:15 AM
To: Sean Harris <sharris@cityofchubbuck.us>
Subject: Re: Westfield Estates Div. 6 Preplat

Hi Sean,

Please find attached a copy of the preliminary plat for your review.

Thanks,
David

From: Sean Harris <sharris@cityofchubbuck.us>
Sent: Thursday, January 16, 2025 11:33 AM
To: David Assan <david.assan@sunrise-eng.com>
Subject: RE: Westfield Estates Div. 6 Preplat

David,

If you will send us the preliminary plat, we can then verify that it meets the requirements of the master plan.

Regards,

Sean Harris | Development Services Manager
290 E. Linden Avenue
Chubbuck, ID 83202
Office Voice: 208-237-2430 ext 108
Text Only: 208-221-4586

Community Services Department – Development Services Division

From: David Assan <david.assan@sunrise-eng.com>
Sent: Thursday, January 16, 2025 10:56 AM
To: Sean Harris <sharris@cityofchubbuck.us>
Subject: Westfield Estates Div. 6 Preplat

Hi Sean,

I don't know how to respond to this condition from the county. Is there some documentation from the city we can include with pre-plat application?

Thanks,
David

 Sunrise Engineering

DAVID ASSAN, PHD, P.E.
Project Engineer

david.assan@sunrise-eng.com
600 E Oak St, Pocatello, Idaho 83201
TEL 208.909.4523 CELL 208.240.7031
sunrise-eng.com

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FINDINGS

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL

FINDINGS AND ORDER

PRELIMINARY PLAT– WESTFIELD ESTATES DIV. 6

MEETING DATE: March 19, 2025

FILE #: SPP-25-2
LOCATION: RPR3853006605, currently unaddressed and RP RRWE4000500, currently addressed as 11824 Devonshire Drive, Chubbuck, ID 83202.

APPLICANT:	OWNER:
Sunrise Engineering	Rio Vista Land LLC
David Assan	158 S. Main Street
600 E. Oak Street	Pocatello, ID 83204
	Colter and Shanel Sears
	11824 Devonshire Drive
	Chubbuck, ID 83202

REQUEST & BACKGROUND: David Assan proposes to subdivide approximately 7.15 acres of land into 13 lots. The proposal includes a replat of Lot 9, Block 3 of Westfield Estates Division 4. The development proposes City of Chubbuck water and sewer. There will be 13 buildable lots between 0.45 and 0.58 acres in size. This subdivision is located ~ 0.47 miles from the city of Chubbuck boundary.

FINDINGS:

JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Suburban

PROPERTY SIZE: ~7.15 acres

VIEWS: The property is visible from all directions.

IMPACT AREA: City of Chubbuck

FLOOD ZONE: X, minimal

TERRAIN: Relatively flat

EXISTING STRUCTURES: Residential dwelling and accessory structures.

OTHER: Proposed lot 9 located within Westfield Estates Division 4.

CRITERIA FOR APPROVAL:

1. The preliminary plat [is] [is not] in conformance with the Bannock County Planning and Development Council's approved Concept Plan, all applicable provisions of the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code.

2. The street plan for the proposed subdivision [will] [will not] permit its development in accordance with the Bannock County Subdivision Ordinance.

3. The street plan for the proposed subdivision [will] [will not] permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary.

4. Lot lines and roads [do] [do not] relate to land shapes and existing development.

CONDITIONS (If any)

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request of the Preliminary Plat for Westfield Estates Division 6, as described in the application, shall be **[approved]** **[denied]** **[tabled]**.

Motion by _____, seconded by _____ to adopt the foregoing Findings and Order.

ROLL CALL:

Councilperson Dimick	Voted [Yes] [No] [Absent/Recused]
Councilperson Madsen	Voted [Yes] [No] [Absent/Recused]
Councilperson Selleneit	Voted [Yes] [No] [Absent/Recused]
Councilperson Ulrich	Voted [Yes] [No] [Absent/Recused]
Councilperson Ward	Voted [Yes] [No] [Absent/Recused]

Motion carried by a _____ to _____ vote.

Dated this _____ day of _____, 2025.

Signed by (Chairperson) (Vice Chair)

ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)

S.S.

County of Bannock)

On this _____ day of _____, in the year of 2025, before me _____, a notary public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

S
E
A
L

Notary Public
My Commission Expires on _____ 20____

MOTION

EXAMPLE MOTION

Based on the record and the discussion this evening, I move to **[approve]** **[deny]** **[table]** the request for the preliminary plat of Westfield Estates Division 6, as described in the application materials as supplemented with additional information attached in the staff report and to adopt the proposed findings and order for signature by the Chair or Vice-Chair.

AGENDA ITEM NO. 6

Items of Interest

- a) Update on recommendations to Commissioners
- b) Discussion of upcoming hearing items
- c) Announcements

AGENDA ITEM NO. 7

Citizen Comments

AGENDA ITEM NO. 8

Work Session:

- Council By-Laws
- Section 580 – Zoning Ordinance

BANNOCK COUNTY PLANNING AND DEVELOPMENT COUNCIL
BY-LAWS
Bannock County, Idaho

I. NAME

The name of the organization shall be the Bannock County Planning and Development Council, hereinafter called the Council.

II. AUTHORITY

These By-Laws are adopted in compliance with Chapter 65, Title 67, Idaho Code, as amended.

III. DUTIES AND FUNCTIONS

The Council shall perform such duties and functions and promote such purposes as are enumerated in Chapter 65, Title 67, Idaho Code, and in ordinances enacted pursuant thereto including, but not necessarily limited to;

1. Recommend to the Board of County Commissioners policies and measures regarding general planning, traffic circulation, subdivision regulations, parks, schools, public utilities, and open space; and
2. Study and promote such measures as may bring about the development of Bannock County in a manner which will protect the public health, safety, and general welfare.

IV. MEMBERSHIP

Section 1 – Appointments and Qualifications: Members, other than ex-officio members, shall have been residents of Bannock County for two (2) years and must remain a resident of the County during service on the Council. Not more than one-third (1/3) of the members may reside within an incorporated city of 1500 or more in population in the County. At least one-half (1/2) of the members of Council shall reside outside the boundaries of any city's area of impact to comply with Idaho Code Chapter 67-6504. Members shall be appointed by the Board of County Commissioners and the term of each member shall be determined by said appointment and shall commence upon appointment and acceptance thereof by the appointive member. Members shall be selected without respect to political affiliation and may receive such mileage and per diem compensation as provided by the Board of Bannock County Commissioners.

Section 2 – Vacancies: The Board of Bannock County Commissioners shall fill any vacancies occurring on the Council.

Section 3 – Absences: After four (4) or more absences in one calendar year from regular meetings of the Council, the Council Chairperson shall notify the Board of Bannock County

Commissioners, and may recommend removal of said Council member. This provision shall not apply to the ex-officio members of the Council.

Section 4 – Code of Conduct: Members of the Council are expected to conduct themselves in a professional manner that is both civil and cooperative. Due to the public nature of the Council's service, members are exposed to additional public scrutiny in both their public and personal conduct. The Council shall observe Idaho Statute 67-6506 "Conflict of Interest Prohibited". Violations of statute, unethical behavior, unprofessional conduct, or any actions which discredit or dishonor the county may be grounds for removal from Council membership.

Members of the Council may be removed for cause by a majority vote of the Board of Bannock County Commissioners according to Idaho Statute 67-6504(a)(3).

V. OFFICERS

Section 1 – Election and Appointment: The Chairperson and Vice-Chairperson shall be elected from the membership at the first meeting of the Council in January of each year and they shall serve until the next annual election or until the election or the appointment of their successor. The Chairperson shall be empowered to make temporary appointments of officers until an election can be held. All officers shall be voting members of the Council.

Section 2 – Chairperson: The Chairperson shall preside at all meetings of the Council and at all public hearings.

Section 3 – Vice-Chairperson: The Vice-Chairperson, in the absence of the Chairperson or in the event of a vacancy in the office of Chairperson, shall perform all the duties of the Chairperson. The Vice-Chairperson shall perform such duties as the Chairperson may direct.

Section 4 – Clerk: The Director of the Office of Planning and Development Services shall serve as the ex-officio Clerk of the Council. The Clerk shall oversee the keeping of records of all matters considered by the Council.

VI. EX-OFFICIO MEMBERS

Ex-officio members of the Council shall be the Bannock County Commissioners, Bannock County Prosecutor, Planning and Development Services Director, and other person(s) appointed or invited by the Council or the aforementioned ex-officio members.

VII. QUORUM

A quorum shall consist of a simple majority of the total membership of the Council, including the Chairperson, who will be counted in determining the presence of a quorum. No decision or recommendation of any nature will be made at a Public Hearing meeting except on a motion duly made and passed by a vote at a meeting with a quorum present.

The Chairperson shall vote on all matters and his/her vote shall be counted in determining the passage of any motion. If both the Chairperson and Vice Chairperson are absent, the meeting shall be held if there is a quorum. Members present may select a Council member present to act as chairperson for duration of the meeting.

VIII. MEETINGS

Section 1 - General Rules: All meetings of the Council shall be open meetings held in accordance with Chapter 65, Title 67, Idaho Code and with Idaho's Open Meeting Act Section 67-2340, et. seq., Idaho Code.

Council members shall disclose any site visit, communication, and/or conflict of interest at the beginning of each meeting, during roll call. If a Council member feels they cannot be impartial, that Council member will recuse themselves from that agenda item.

Section 2 - Time of Meetings: In accordance with Zoning Ordinance 1998-1 Section 580.5, the Council shall adopt a meeting schedule for the calendar year and regular meetings. Generally, the Council shall meet regularly on the third Wednesday of each month.

Cancellation of a meeting or suspension of meetings for a period of time shall be permissible provided, however, that one regular meeting shall be held each month for at least nine (9) months in a calendar year. Such cancellation or suspension shall be for cause and shall require the approval of a majority of the voting membership.

Additional meetings may be scheduled upon the request of the Council's Chairperson or a majority of the Council's voting membership.

Section 3 – Public Hearings: Any public testimony shall be submitted to the Planning and Development Staff eight (8) days prior to the scheduled meeting. Any written testimony not received by the due date shall be brought to the hearing and must be read into the record.

All written testimony shall be restricted to a 2-page max limit written in Times New Roman 12pt Font.

If a person submits written testimony for the packet, they cannot also give oral testimony, unless they are reading their previously submitted written testimony for the record.

Section 4 - Special Meetings: In accordance with the Bannock County Zoning Ordinance, meetings that are held in addition to the Council's regular monthly meetings and meetings scheduled on a day of the month other than the day adopted by the approved schedule are considered special meetings.

Official business may be conducted at a special meeting only if advance notice is given prior to the meeting. Notice shall be provided by publication in the paper of record stating the

date, time, location, and subject matter to be considered at the special meeting. Special meetings shall comply with Idaho Open Meeting Law requirements.

The Council may hold informal work sessions for the purpose of educating itself or clarifying issues of concern to it. No official action may be taken and no final decision may be made at an informal work session.

Notice of special meetings shall be provided to each Council member by electronic mail. Said notice of a special meeting shall be e-mailed to each Council member at least seven (7) days prior to the meeting date.

Section 5 – Site Review: When necessary or when requested by the Planning and Development Council Chairperson, the Planning Director shall arrange for an on-site review of the item(s) under consideration at the upcoming regular or special meeting, and shall notify each Council member of said arrangements prior to the on-site review.

IX. MINUTES, NOTICE, AGENDA

A copy of available minutes from past meeting(s), a notice and agenda for the next meeting, and other attachments that are pertinent to the items scheduled for consideration at the next meeting shall be e-mailed to each Council member at least seven (7) days prior to the scheduled meeting.

X. AMENDMENTS

These By-Laws may be amended at a regular meeting of the Council by a majority vote of the members present, providing that the proposed amendment is presented to the membership at a regular meeting prior to the meeting at which the vote for the amendment is taken on the proposed amendment. On the day following said presentation at said regular meeting, a written copy of the proposed amendment shall be mailed to all members.

We, the undersigned, being all of the Officers of the County Planning and Development Council, County of Bannock, Idaho, and having been duly elected and appointed as such, hereby certify that the foregoing By-Laws were duly and regularly adopted by the affirmative vote of the majority of the members of said Council at a meeting thereof, duly called and held on the day of August 17, 2022.

See original document for signature

Wade Egan, CHAIRPERSON

See original document for signature

Edward Ulrich, VICE-CHAIRPERSON

I hereby certify that the above By-Laws were approved by a majority vote of the Planning and Development Council of Bannock County at a recorded meeting thereof and such approval is recorded in the minutes of the meeting held on the day of August 17, 2022.

EFFECTIVE DATE:

These By-Laws shall be in full force and effect upon passage and approval.

Approved this 9th day of August 2022.

BOARD OF BANNOCK COUNTY COMMISSIONERS

See original document for signature

Ernie Moser, Chairman

See original document for signature

Terrel N. Tovey, Member

See original document for signature

Jeff Hough, Member

ATTEST: See original document for signature

Jason C. Dixon, Clerk

punishable by a fixed and set fine of one hundred (\$100.00) dollars when the violator has previously been convicted of an infraction violation of this ordinance.

- (d) A violation of this ordinance constituting a misdemeanor shall be punishable by imprisonment in the county jail for a period not exceeding six (6) months, or by a fine not exceeding three hundred (\$300.00) dollars, or both incarceration and fine as determined by a court of competent jurisdiction.
- (e) The fine amounts set forth above for infraction offenses shall be separate and apart from any court costs assessed pursuant to Idaho Code Section 31-3201A(c) or any other provision of law. The fines amount set forth for a misdemeanor offense shall be separate and apart from any court costs assessed pursuant to Idaho Code Section 31-3201A(b) or any other provision of law.
- (f) Each day on which any violation occurs may be deemed a separate offense.

The amended text above incorporates a previous Zoning Ordinance Amendment No. 3 Section 570.2 and is therefore no longer needed and is repealed.

570.1 CIVIL ENFORCEMENT:

Appropriate actions and proceedings may be taken at law or in equity to prevent any violation of these regulations, to prevent unlawful construction, to recover damages, to restrain, correct, or abate a violation, to prevent illegal occupancy of a building, structure, or premises; and these remedies may be in place of the other penalties described in this section.

(Amendment #3 Ordinance 1999-3 and Amendment #5B Ordinance 2001-4)(Ordinance Amendment #13 repealed Section 570.2)

580 PLANNING AND DEVELOPMENT COUNCIL:

580.1 ESTABLISHMENT:

To fulfill the purposes of this Ordinance there is created a Planning and Development Council to consider the use of land and development of community facilities within the county and to advise the Board of County Commissioners in such matters. The Planning and Development Council shall carry out the duties specified in Title 67, Chapter 65, of the Idaho Code and such other responsibilities as shall be assigned by this Ordinance and other ordinances.

580.2 MEMBERSHIP:

(Amendment 61, Ordinance 2022-04)

The Planning and Development Council shall consist of five members.

Members shall be selected according to provisions of Idaho Code Chapter 67-6504

and shall serve without compensation excepting reimbursement for expenses incurred in the course of carrying out commission duties.

580.3 TERM OF OFFICE:

(Amendment No. 24, Ordinance 2012-2, Amendment No. 61, Ordinance 2022-04).

The term of office of the Planning and Development Council members shall be three years with the following exceptions:

- A. When it becomes necessary to fill an unexpired term of office, the appointment shall be for the time remaining in the unexpired term.
- B. Members with FOUR or more absences from scheduled meetings in any calendar year period may be removed from the Planning and Development Council. An unexcused absence is one for which a member has not notified the planning department at least six hours in advance of the meeting.
- C. Members may be removed from the Planning and Development Council for cause by a majority vote of the Board of County Commissioners.
- D. No member shall serve more than two consecutive terms without specific concurrence by two-thirds of the governing board.
- E. Council members shall have resided in the County for at least two years prior to their appointment and must remain a resident of the County during service on the Council. Not more than one-third (1/3) of the members of the Council may reside within an incorporated city of one thousand five hundred (1,500) or more population in the County. At least one-half (1/2) of the members of the Council shall reside outside the boundaries of any city's area of impact to comply with Idaho Code Chapter 67-6504 as amended.

(Amendment No. 24, Ordinance #2012-2; Amendment No. 28, Ordinance #2014-1)

580.4 EX OFFICIO CLERK:

The Planning Director shall serve as the ex officio clerk of the Planning and Development Council and shall oversee the keeping of records of all matters considered by the Planning and Development Council.

580.5 TIME OF MEETINGS:

The Planning and Development Council shall adopt a meeting schedule for the calendar year and regular meetings shall be held in accordance with the adopted schedule, provided, however, that cancellation of a meeting or suspension of meetings for a period of time shall be permissible provided, however, that one regular meeting shall be held each month for at least nine (9) months in a calendar year. Such cancellation or suspension shall be for cause and shall require the approval of a majority of the voting membership. Additional meetings may be scheduled upon the

request of the Planning and Development Council's chairman or by a letter signed by a majority of the Planning and Development Council membership directing the clerk of the Planning and Development Council to provide proper notice of a special meeting.

580.6 MEETINGS — NOTICE OF SPECIAL MEETINGS REQUIRED:

No official business may be conducted at any special meeting unless advance notice is given prior to the meeting. Notice shall be provided by publication in the paper of record stating the date, time, location, and subject matter of the special meeting.

Notice of special meetings shall be provided to Planning and Development Council members in accordance with the Planning Council By-Laws. The Council may hold informal work sessions for educational purposes or to clarify issues of concern. No official action or no final decision may be made at an informal work session. Notice of an informal work session shall be given in accordance with Idaho Code.

(Amendment No. 28, Ordinance #2014-1)

580.7 MEETINGS — RULES OF PROCEDURE:

The Planning and Development Council shall adopt rules of procedure for the conduct of its business. Such rules shall be available to the public from the office of Planning and Development Services. The rules of procedure of the Commission may not supersede the procedural requirements of either this Ordinance or Idaho code where applicable.

The Planning and Development Council shall choose a chairman and vice-chairman by majority vote at the first regular meeting of each calendar year.

580.8 POWERS AND DUTIES OF THE PLANNING AND DEVELOPMENT COUNCIL:

(Amendment 61, Ordinance 2022-04)

The Planning and Development Council shall conduct all public hearings required by this Ordinance and the Idaho code relating to the responsibilities of a Planning and Development Council. It shall be the duty of the Planning and Development Council to:

1. Recommend or make suggestions to the Board of County Commissioners, for the adoption of coordinated plans for the physical development of the county and for the formation of zoning districts;
2. To make recommendations concerning the layout, width, extension and location of roads, highways, and walkways for the proper management of vehicular and pedestrian traffic;
3. To make recommendations concerning appropriate population densities and development of land within the jurisdiction of the county;
4. To make recommendations concerning the future growth, development, and

beautification of the county with respect to its public buildings, roads, parks, grounds, and lands consistent with population projections for the county,

5. To promote the health, safety, and general welfare of residents of the county;
6. To cooperate with other appointed boards to further the general welfare of the public;
7. To review and make decisions and recommendations concerning subdivision activity within the jurisdiction of the county;
8. To review and provide recommendations concerning amendments to the zoning ordinance and other land-use ordinances of the county to the Board of County Commissioners;
9. To review and make decisions on applications for special permits and exceptions from land use ordinances.

The Planning and Development Council shall also be empowered

10. To conduct such studies or surveys as are necessary to carry out its duties regarding the planning program of the county and to advise the Board of County Commissioners in matters of community development and planning.
11. Make recommendations to the Board of County Commissioners concerning the form, contents, and enforcement of land use and development ordinances in order to carry out the purposes of the comprehensive plan.
12. Meet annually with the Board of County Commissioners during the first three months of the calendar year to discuss matters relating to community development and planning.

All activities undertaken by the Planning and Development Council shall be consistent with budgetary appropriations established by the Board of County Commissioners for Planning and Development Council activities.

The Planning and Development Council shall assume such additional powers and duties not listed in this section as may be assigned them by the Board of County Commissioners or State authorities.

590 **EFFECTIVE DATE:** This Ordinance shall be in full force and effect upon its passage, approval and publication.

Adopted this 26th day of February, 1998, Resolution Number 1998-8.