

AGENDA ITEM NO. \_\_\_\_\_

**EXECUTIVE SUMMARY  
MOU – THE RIDGE @ HIGH TERRACE**

**TO:** Mayor Blad and City Council Members  
**FROM:** Merril Quayle, P.E., Public Works Engineer  
**DATE:** Meeting Date – April 3, 2025  
**SUBJECT:** MOU – The Ridge @ High Terrace


**BACK GROUND**

Bill Isley, Managing Member of The Ridge @ High Terraces purchased real property on the east bench above Vista Drive and north of Center Street. When reviewing the easement for the existing 12-inch ductile iron water line installed in 1976, owned and maintained by the City of Pocatello, there was found nonconforming easement language relating to fees associated with said line. After several years of meetings and deliberations over the nonconforming language, Mr. Isley and city staff has agreed on obligations and responsibilities of both parties. These obligations and responsibilities have been documented in the memorandum of understanding attached to this agenda item.

**STAFF RECOMMENDATION**

Staff recommends approving the MOU between the City of Pocatello and The Ridge @ High Terrace, authorize the Mayor’s signature on all pertinent documents, subject to Legal Department review.

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: MOU with The Ridge @ High Terrace, LLC. (Engineering)  
DATE: March 25, 2025

I have reviewed the above-referenced MOU and it meets with my approval for the Mayor's signature once the Council so authorize. This is to facilitate the development and connection East Center Street and Monte Vista on the east side of the City.

If you have any questions, please feel free to contact me.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between the CITY OF POCA TELLO, a municipal corporation of Idaho, hereinafter referred to as "CITY", and THE RIDGE AT HIGH TERRACE, LLC, a limited liability company of Idaho, hereinafter referred to as "GRANTOR";

WHEREAS, Grantor purchased certain real property located outside the city boundaries from Empire Investment, LLC; and

WHEREAS, following purchase, Grantor discovered nonconforming easement language from easements made in favor of the City and recorded in 1975 and 1976 in relation to the water fees associated with said property; and

WHEREAS, City staff evaluated said easement language and determined the language to be insufficiently clear as to what circumstances would constitute water fees; and

WHEREAS, for and in consideration of the best interest of the utility patrons of the City of Pocatello, the City agrees to provide certain exceptions to development requirements on the cited real property.

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall waive the water fees associated with annexation, pursuant to Resolution 2006-02, for parcels R3851011401, RPCPP149500, RPCPP149600, R3851011408, R3851011410, and R3853026801.
2. The parties understand that while Grantor shall be responsible for all annexation and plat fees, all capacity fees and permits for each developed parcel shall be collected with the issuance of a building permit for each developed parcel, pursuant to City policy.
3. City has identified two (2) pipe segments in need of realignment under the proposed development plans. City shall provide tapping sleeves, valves, and caps along with the associated equipment time and labor for installation at four (4) locations on the 12-inch waterline. Said line is located between Vista Drive and the currently improved north end of Center Street, and between Vista Drive and the Alameda water reservoir. City acknowledges Grantor is grading the area for development as The Ridge @ High Terrace, a proposed but not yet approved or annexed subdivision to City, under a grading permit issued by Bannock County. City shall pay and reimburse Grantor:
  - a. The cost difference for materials, including pipe and fittings only, to increase the pipe size from the minimum required eight inch (8") ductile iron to twelve inch (12") ductile iron on the two described realignment pipe segments; and
  - b. The cost difference for the labor to install the twelve inch (12") ductile iron on the two (2) described realignment pipe segments to replace the eight inch (8") ductile iron pipe.

4. Grantor shall be responsible for the excavation of the tap locations, replacement of ductile iron pipe and installation of the pipe, backfill, and surface restoration at the pipe realignment locations referred to in section 3, subject to reimbursement by the City of the items specified in said section.

5. City shall provide approval to extend the low-pressure water zone of upper East Center Street water zone along the roadway extension of East Center Street. This would include the conditions approved under the Tuscany Heights subdivision plat. The same conditions would apply to the East Center Street extension and the proposed cul-de-sacs between Elevation 5,000 Division 1 plat and Tuscany Heights subdivision plat, more particularly shown in Exhibit "A" and Exhibit "B".

6. City agrees to make available existing City easements across neighboring properties for installation of sewer extensions to serve the proposed development.

7. Grantor shall hold harmless, defend, and indemnify City, its agents, officials, and employees from any and all claims, actions, causes of action, suits, charges, and judgments whatsoever arising out of the use by any party other than City or its employees.

8. This MOU embodies the whole understanding of the parties. No prior or contemporaneous understanding between City and Grantor, or any third party, shall be incorporated into this understanding.

9. The individuals executing this MOU hereby acknowledge and represents that (s)he has the power and authority to so bind the respective corporation or individual.

10. If any provision or portion of any provision of this MOU shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions hereof shall remain in full force and effect.

11. Grantor may directly assign, transfer or encumber in whole the rights and responsibilities in or to this MOU to another party by providing thirty (30) days written notice to the City.

12. The terms of this MOU shall be effective until the responsibilities described herein are completed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their authorized representatives the date and year first above written.

CITY OF POCA TELLO, a municipal  
corporation of Idaho

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BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
KONNI R. KENDELL, City Clerk

THE RIDGE AT HIGH TERRACE, LLC

\_\_\_\_\_  
BILL ISLEY

STATE OF IDAHO )  
  ) ss:  
County of Bannock )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in Pocatello, Idaho  
My commission expires: \_\_\_\_\_



EXHIBIT A

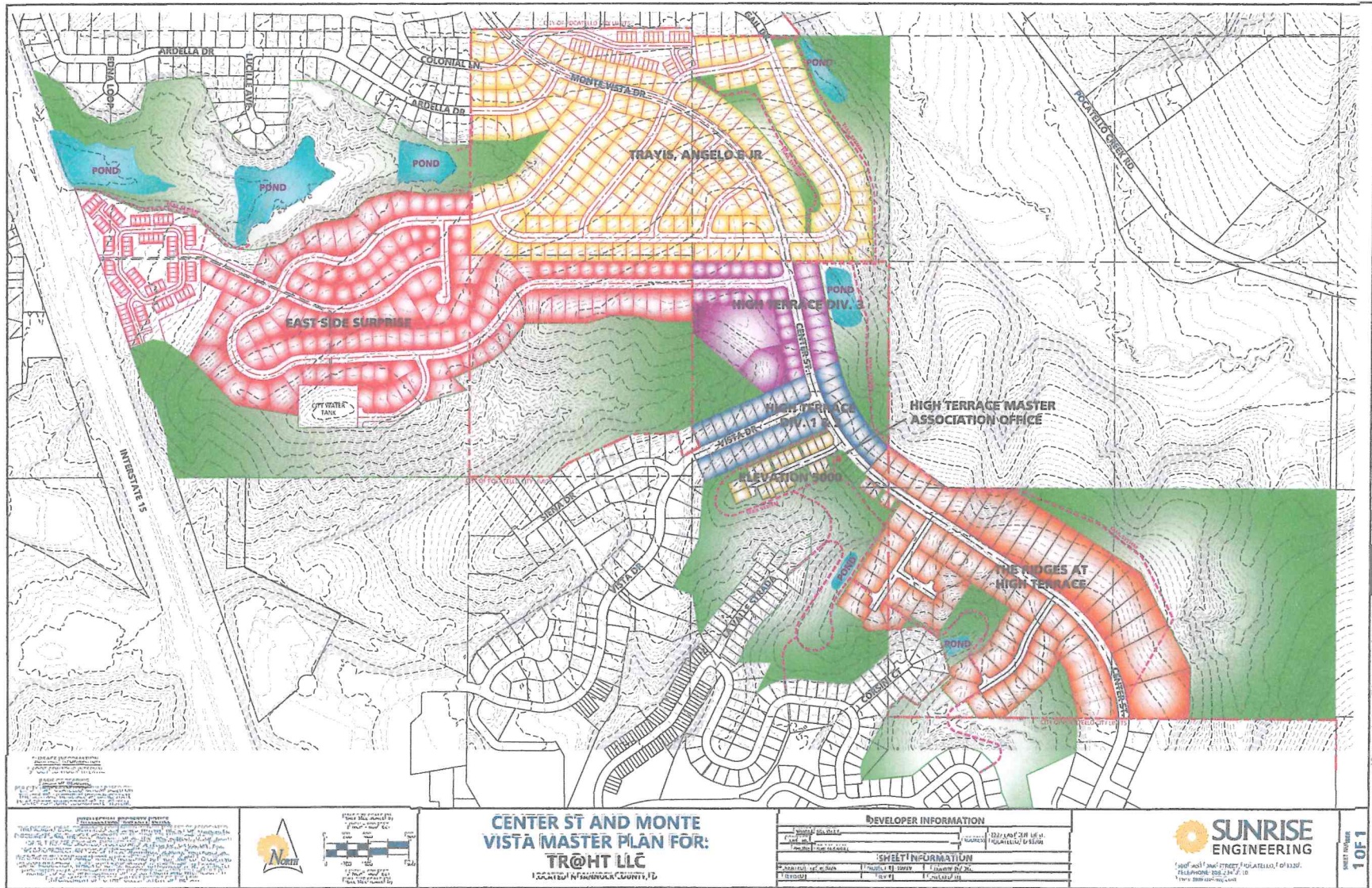
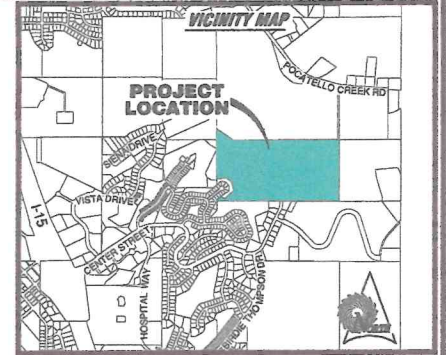


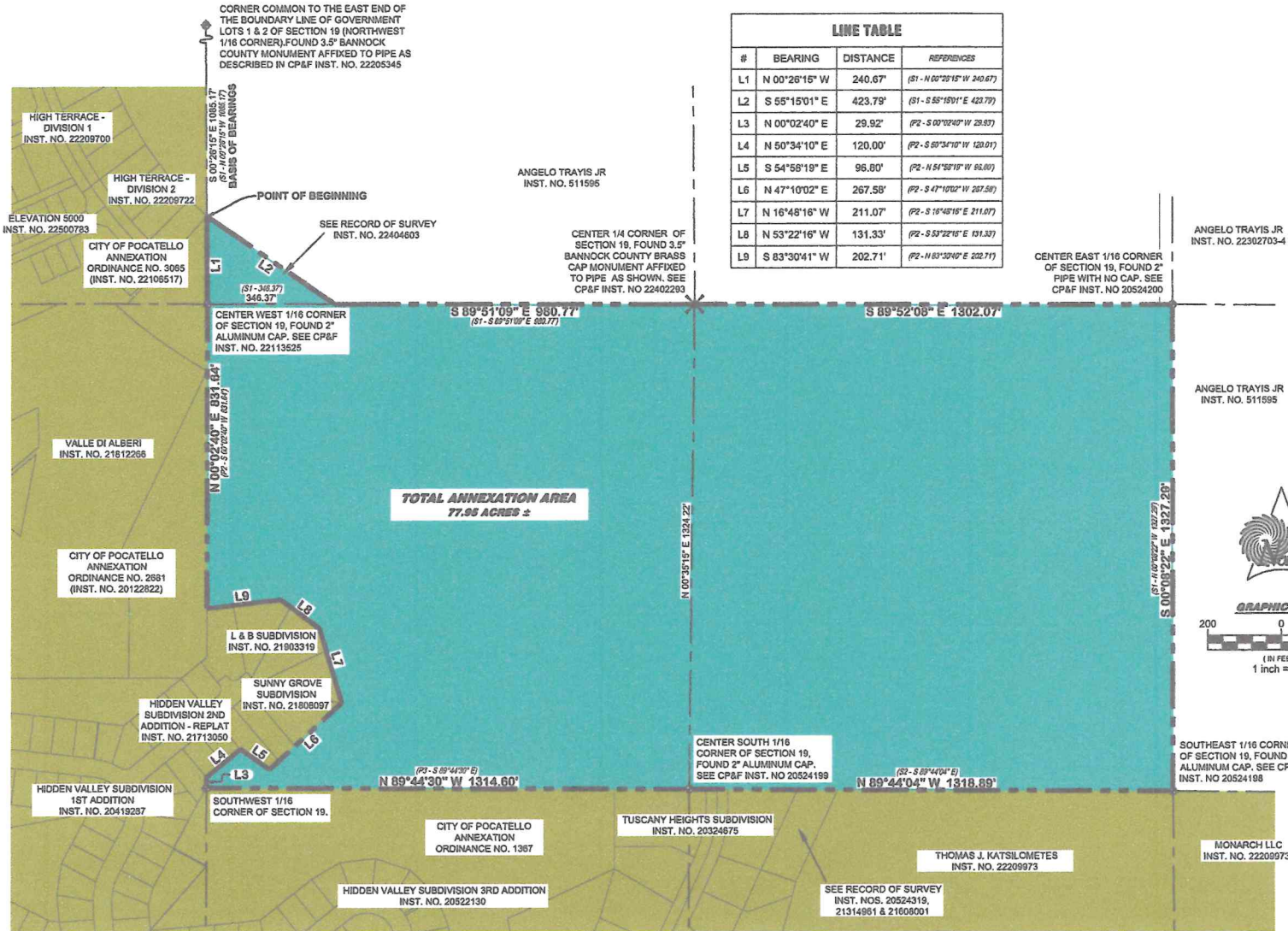
EXHIBIT A

# ANNEXATION MAP FOR: THE RIDGE @ HIGH TERRACE

LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST,  
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



#	BEARING	DISTANCE	REFERENCES
L1	N 00°26'15" W	240.67'	(S1 - N 00°26'15" W 340.67')
L2	S 55°15'01" E	423.79'	(S1 - S 55°15'01" E 423.79')
L3	N 00°02'40" E	29.92'	(P2 - S 00°02'40" W 29.92')
L4	N 50°34'10" E	120.00'	(P2 - S 60°34'10" W 120.01')
L5	S 54°58'19" E	96.80'	(P2 - N 54°58'19" W 96.80')
L6	N 47°10'02" E	267.58'	(P2 - S 47°10'02" W 267.58')
L7	N 16°48'16" W	211.07'	(P2 - S 16°48'16" E 211.07')
L8	N 53°22'16" W	131.33'	(P2 - S 53°22'16" E 131.33')
L9	S 83°30'41" W	202.71'	(P2 - N 83°30'41" E 202.71')



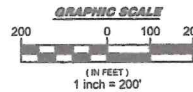
ANGELO TRAYIS JR  
INST. NO. 22302703-4

ANGELO TRAYIS JR  
INST. NO. 511595

SOUTHEAST 1/16 CORNER  
OF SECTION 19, FOUND 2"  
ALUMINUM CAP. SEE CP&F  
INST. NO. 20524198

### LEGEND

- FOUND 1/4 CORNER AS NOTED
- FOUND 1/16 CORNER AS NOTED
- CURRENT CITY OF POCAATELLO CITY LIMITS
- PROPOSED ANNEXATION AREA
- ANNEXATION BOUNDARY LINE
- SECTION LINES
- ADJACENT PROPERTY LINES
- (S1) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 22404603
- (S2) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 20524319
- (S3) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 21608001
- (P1) RECORD INFORMATION PER SUBDIVISION PLAT INST. NO. 21812266
- (P2) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 21808097, 21713050 & 21803319
- (P3) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 20522130 & 20324675



### BASIS OF BEARING

THE WEST LINE OF SECTION 19 WAS ASSUMED TO BE SOUTH 00°26'15" EAST BETWEEN THE NORTHWEST 1/16 CORNER AND THE CENTER WEST 1/16 CORNER PER THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

## EXHIBIT B

ANNEXATION MAP FOR:  
**THE RIDGE @ HIGH TERRACE**  
LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST,  
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REVISIONS	SURVEYED BY: MSB, RTS, MLM
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: February 26, 2025
DRAWING: P:\B\AD Investments, LLC\12419 - The Ridges @ High Terrace Subdivision\SURVEY\CAD\TR@HT ANNEX MAP.dwg	
SCALE: 1 INCH = 200 FEET	PROJECT NO: 12419 SHEET 1 OF 1