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IDAHO PUBLIC UTILITIES COMMISSION

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ATTORNEY FOR RESPONDENT

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

DONALD SORRELLS,	)	<b>Case No.</b> GNR-U-22-03
	)	
Complainant,	)	
	)	
v.	)	<b>ANSWER TO FORMAL COMPLAINT</b>
	)	
	)	
SUNNYSIDE PARK UTILITIES,	)	
INC.,	)	
	)	
Respondent.	)	
_____	)	

COMES NOW the Respondent, by its counsel of record, Paul L. Fuller, in response to the Summons issued by the Idaho Public Utilities Commission and the Formal Complaint filed by the Complainant, and hereby responds as follows:

1. Respondent, Sunnyside Park Utilities, Inc., (hereinafter "SPU") is an Idaho corporation, organized and existing under the laws of the State of Idaho with its principle place of business in the County of Bonneville, State of Idaho, with the principle purpose of providing non-profit water and sewer service to select lots in Sunnyside Industrial and Professional Park, pursuant to

Rules and Regulations adopted by SPU.

2. Complainant, Donald Sorrells, together with Meri Sorrells (hereinafter "Sorrells"), purchased Lot 4, Block 4, Sunnyside Industrial & Professional Park, located in Bonneville County, Idaho (hereinafter "the Subject Property"), on or about August 6, 2018 from Paul and Stefanie Crockett, as shown by the Warranty Deed recorded as Bonneville County Instrument No. 1588415.

3. On March 10, 2020, Sorrells transferred the Subject Property to The Donald Dail Sorrells and Meri Sorrells Living Trust, dated March 2, 2006 and restated in December 19, 2019, as shown by Trust Transfer Deed recorded as Bonneville County Instrument No. 1635301 (hereinafter "The Trust"). Based upon this transfer, Sorrells is not the owner of the Subject Property as alleged in the Formal Complaint, para. 1. Sorrells did not inform SPU of this ownership change.

4. Sorrells' Formal Complaint fails to establish, or even allege, that Donald Sorrells is the duly appointed trustee authorized to act on behalf of The Trust, or that The Trust has authorized the Formal Complaint filed herein.

5. The Trust has not applied for or been accepted by SPU as a customer, and SPU only recently became aware that the Subject Property is no longer owned by Sorrells through SPU's own investigations. Sorrells never notified SPU of the transfer of



ownership. As such, neither Sorrells, nor The Trust, qualifies as a customer under IDAPA 31.21.01.005.02 and both lack standing to file a complaint against SPU.

6. The failure of Sorrells to identify the true status of the ownership of the Subject Property constitutes grounds for termination under IDAPA 31.21.01.302.01(d) as a material misrepresentation of the true status of ownership of the Subject Property.

7. Additionally, the Subject Property is located in an Industrial and Manufacturing Zone. Pursuant to IDAPA 31.21.01.602.03, the failure of The Trust to apply for service with SPU upon its acquisition constitutes grounds for termination.

#### **JURISDICTION**

8. SPU currently provides water and sewer service to nineteen (19) commercial and industrial customers, all located in the Sunnyside Industrial and Professional Park, adjacent to Idaho Falls. There is only one vacant lot in the subdivision which could potentially connect to SPU's system in the future.

9. SPU was organized by Kirk Woolf on March 28, 2002, as a general Idaho corporation, with one share owned by Kirk Woolf, one share owned by Doyle Beck, and twenty (20) shares owned by Sunnyside Industrial and Professional Park, LLC.

10. SPU is organized as a general corporation, however it is operated at cost and no distributions have ever been made to the

owners and no wages have been paid to the owners.

11. Over the years, SPU has spoken with various individuals with the IPUC, who all informed SPU that SPU was not within the jurisdictional purview of the IPUC based upon its limited size. Such communication was as recent as a few weeks ago and occurred with both SPU and Sorrells' counsel. Based upon these repeated communications, SPU did not believe that the IPUC was exercising jurisdiction over this matter, and proceeded accordingly, including not applying for a Certificate of Convenience and Public Necessity. Individuals with the IPUC notified Sorrells' counsel of this fact as well, as established by correspondence received from Sorrells' counsel.

12. On April 16, 2002, SPU entered into a Third Party Beneficiary Utility Agreement with Sunnyside Park Owners Association, Inc. (hereafter "Owners Association"), which is duly recorded as Bonneville County Instrument No. 1272911 (hereafter "Third Party Agreement"). A copy of the Third Party Agreement is submitted as Exhibit 'A'. Under the Third Party Agreement, SPU is required to submit notice of any rate change to the Owners Association and to all users of SPU's system. The users are then allowed ninety (90) days to provide written objection to the rate change. If after ninety (90) days, not more than half of the owners have provided written objection to the rate change, SPU may implement the rate change. If more than half of the owners object

to the rate change, and no resolution can be reached, the issue of the rate change is submitted to a board of arbitrators, comprised of one member selected by SPU, one member selected by those objecting to the rate change, and a third arbitrator selected by the first two arbitrators. The arbitrators shall then provide written recommendations regarding reasonableness of rates. If objections still continue, any party may proceed with legal proceedings to determine a reasonable rate. No rate change will be allowed without compliance with these provisions.

13. No rate change has been made since the Sorrells' purchase of the Subject Property.

**HISTORY OF VIOLATIONS AND BASIS FOR TERMINATION**

14. On August 23, 2018, while the Subject Property was owned by Sorrells individually, SPU issued a "Will Serve" letter to Sorrells, based on representations that Sorrells would install only two (2) restrooms on the Subject Property, with no other water or sewer needs. See copy of Will Serve letter attached as Exhibit 'B'.

15. SPU never entered into any agreement to provide services to The Trust, and was only recently made aware that Sorrells had transferred the Subject Property.

16. The Trust has never applied for service from SPU.

17. During October-November, 2018, Sorrells obtained commercial building permits from Bonneville County for the

construction of several buildings on the Subject Property, only one of which was identified as requiring a sewer permit. See Building Permits 1-5, attached hereto as Exhibit 'C'.

18. Notwithstanding the fact that Sorrells was authorized to install only two bathrooms on the Subject Property under the County Building Permit and his agreement with SPU, Sorrells installed additional connections, including but not limited to, a washer/dryer connection, an RV septic/water connection, and ten (10) frost-free hydrants on multiple buildings on the Subject Property. Such actions constitute grounds for termination under IDAPA 31.21.01.303.03 for obtaining, diverting and/or using SPU's services without authorization or knowledge of SPU.

19. Sorrells, who is believed to reside primarily in California, would park an RV inside one of the units located on the Subject Property and reside in that unit for extended periods. Use of a commercial/industrial property (I&M-1 Zone) for residential purposes is a violation of Bonneville County Zoning Ordinance, Chapter 26, Section 1-2602(1).

20. Sorrells' installation of the additional water/septic connections was not authorized by SPU and was not permitted by Bonneville County Zoning and Building Department.

21. Following Sorrell's connection to SPU's system, SPU has noted repeated instances where excessive discharge was being sent into SPU's septic system from the Subject Property. SPU notified



Sorrells of these repeated issues, and was routinely assured that the excessive discharge would be addressed. Such willful wasting of water constitutes grounds for termination under IDAPA 31.21.01.302.01(f).

22. On or about August 21, 2019, SPU sent a notice of violation to Sorrells regarding the additional connections, along with identifying a defective toilet which was discharging continuous excess water flow into SPU's septic system. SPU requested remediation or services would be terminated. See copy attached as Exhibit 'D'.

23. On or about September 5, 2019, a second notice was sent to Sorrells regarding a constant flow of excess discharge coming from the Subject Property, again requesting remediation. See copy attached as Exhibit 'E'.

24. On or about February 12, 2021, SPU sent a third notice of violation of Rules and Regulations, through counsel, requesting that the frost free hydrants be removed and that a cement plug be placed in the RV septic system dump sewer line. See copy attached as Exhibit 'F'.

25. Based on a belief that the Sorrells was acting in good-faith in negotiating a compromise, and without knowledge of The Trust's ownership of the Subject Property, SPU did not immediately seek to terminate services to the Subject Property.

26. It has been represented by Sorrells that the RV septic

system dump sewer line has been plugged, but SPU has not been allowed to verify this fact directly or been given a reason to believe the representations.

27. On April 5, 2021, counsel for Sorrells submitted a letter stating that "the toilet drainage/leaking issue has been remedied."

28. On April 16, 2021, counsel for SPU identified numerous legal requirements which Sorrells had failed to comply with, including the following: (1) failure to provide an inspection and certification report by a licensed Idaho Professional Engineer stating that the water and sewer lines were up to county standards; (2) failure to provide "as built" drawings for the water and sewer lines for all buildings; (3) failure to identify changes to site plans submitted to the Bonneville County Public Works Department; (4) failure to provide Sunnyside Park Utilities with the architectural plans for Buildings 2-5; (5) failure to provide evidence of installation of an appropriate backflow prevention device; and (6) failure to allow Sunnyside Park Utilities to inspect the water and sewer service lines prior to covering. A copy of such notice is attached as Exhibit 'G'.

29. On or about June 17, 2021, a water meter was installed at SPU's cost in the public right-of-way to monitor water consumption on the Subject Property. Such water meter remains the property of SPU. A copy of a "Paid in full" invoice for the water

meter is attached hereto as Exhibit L.

30. While taking a meter reading on October 25, 2021, SPU's representative was contacted by Nikita Byington, a tenant of Subject Property, and was told that he was not allowed to access the water meter on the Subject Property. It is understood that Ms. Byington monitors the Subject Property when Sorrells is not present. The tenant's statement, as agent of Sorrells, that SPU was prohibited from accessing the water meter constitutes grounds for termination under IDAPA 31.21.01.302.01(e).

31. On October 25, 2021, at approximately 9:30 p.m., SPU discovered that Sorrells' toilet was again continuously running. SPU shut off water to the Subject Property at the water meter to prevent the continuous excess flow from overloading the septic system.

32. On October 26, 2021, counsel for SPU informed counsel for Sorrells of the repeated excessive discharge issue and stated that "water will be turned back on when proof is provided that a new toilet has been installed and a monitoring plan acceptable to Sunnyside Park Utilities is submitted by Mr. Sorrells on how he will manage his sewage discharge in the future, pursuant to [Sunnyside Park's Rules and Regulations] Article 2, Section 7."

33. During the evening of October 26, 2021, SPU again noticed excessive discharge into its septic system and found that Sorrells, or his agent, had turned on the water without SPU's

authorization. SPU again turned off the water and installed a lock on the water meter to prevent Sorrells from restarting the water until Sorrells verified that the excessive discharge had been permanently remedied and would no longer risk overloading SPU's septic system.

34. On October 27, 2021, Sorrells sent a text message to SPU, stating in part: "...this is a formal notice that if you or any one representing you enters my property for any reason again you will be removed by force if necessary. The water meter is fully owned and paid for by me, and is on my property. Do not TOUCH AGAIN!! The toilets have been repaired and there is no water flow. BACK OFF!!!"

35. Sorrells notice and threats prohibiting SPU from accessing the water meter constitutes grounds for termination under IDAPA 31.21.01.302.01(e). Sorrells has not provided any notice that his threats have been rescinded.

36. On October 27, 2021, Finish Line Plumbing, Inc., invoiced Sorrells \$471.90 to repair the leaking toilet.

37. On October 27, 2021, counsel for Sorrells notified counsel for SPU that the toilet had again been repaired and requested that water service resume immediately.

38. Upon receipt of this request, SPU went to the water meter to resume service and found that SPU's lock had been removed, the water had again been turned on without authorization,



and a new lock had been placed by Sorrells to prevent SPU from being able to turn off the water at SPU's water meter.

39. Sorrells' placing of a lock on SPU's water meter constitutes grounds for termination under IDAPA 31.21.01.302.01(e). The lock has not been removed.

40. On October 29, 2021, counsel for SPU provided a notice to Sorrells' counsel that water service would be terminated based upon Sorrells' interference with SPU's access to the water meter by means of the unauthorized lock and threats to forcibly remove any representative of SPU who attempted to access the meter as allowed under Idaho Public Utilities Commission regulations set forth in IDAPA 31.21.01.602.01 and IDAPA 31.21.01.302.01(e). See letter dated October 29, 2021, attached as Exhibit 'H'.

41. On November 1, 2021, counsel for Sorrells stated that the lock would be removed "on condition that [SPU] follow the rules for notice provided in his own rules and regulations in the future." The lock has never been removed and Sorrells has not rescinded his threats of forcible removal of SPU representatives servicing SPU's meter.

42. Since the October 27, 2021 toilet repair, SPU has conducted regular readings of the water meter and regular inspections of the sewer discharge from the Subject Property.

43. Between the evening of October 29, 2021 and the morning of November 9, 2021, a total of 12,168 gallons were consumed by

the Subject Property, which averages out to nearly 50 gallons per hour, for a property which was only authorized to have two restrooms.

44. On November 2, 2021, SPU notified Sorrells' contractor regarding the excessive consumption of water, and was informed that a frost-free hydrant was leaking and was in the process of being repaired. Sorrells' contractor was unaware of the extent of the leak, as only a minor leak is noticeable from the hydrant itself.

45. Sorrells' contractor turned off the water line to the hydrants and informed Sorrells of the leak.

46. Sorrells informed the contractor that Sorrells would continue to use the water service and allow his tenants and/or agent(s) to turn on/off the water to the hydrants as needed, prior to any repair of the leak. Sorrells' continued willful wasting of water constitutes grounds for termination under IDAPA 31.21.01.302.01(f).

47. Based upon water meter readings, it appears the water hydrants were shut off during the evenings between November 2-3 and 3-4, but otherwise the leak has continued unabated. A copy of the meter readings is attached as Exhibit 'I'.

48. More recently, between March 25 and April 7, 2022, the meter readings show average water consumption in excess of 1,000 gallons per day. No explanation has been provided regarding this

excessive use, leading SPU to believe that the water is being wasted through leakage.

49. By allowing leaking hydrants to continue to operate, Sorrells' is willfully wasting water provided by SPU and continuing to interfere with SPU services. Willfully wasting or interfering with service of a utility provider is a violation of IDAPA 31.21.01.302.01(f) and/or IDAPA 31.21.01.602.01. SPU does not believe that the leak is being discharged into SPU's septic system, but is likely seeping into the ground and may lead to future problems on Sorrells' and adjacent parcels.

50. Pursuant to SPU's Rules and Regulations for Sewer Service ("Rules and Regulations"), Article II, Section 2, "Any person or party found to be discharging unauthorized wastes shall be subject to penalties and fees as described in Article IV."

51. Pursuant to Rules and Regulations, Article IV, Section 3, SPU "reserves the right to refuse to provide service to persistent violators of these rules and regulations."

52. Pursuant to Rules and Regulations, Article II, Section 4(b), SPU prohibits the discharge of sewage in excess of the quantity and rate of flow which was intended to be discharged from the Subject Property.

53. Pursuant to Rules and Regulations, Article II, Section 4(e), SPU prohibits the discharge of unusual or excessive volume or continuous flow or concentration of wastes.

54. Pursuant to Rules and Regulations, Article II, Section 5, SPU reserves the right to reject current and future sanitary sewage for any person in violation of Article II or which poses a deleterious effect upon the sewer system. High volumes of continuous flows have a deleterious effect upon any septic drain field.

55. Pursuant to the Third Party Agreement, Section 4, "The Company [SPU] shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by the Company through which all water supplied to the consumer shall pass and to which [SPU] shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair."

56. On November 11, 2021, pursuant to Idaho Code Section 10-1201 et. seq., SPU sought Declaratory Judgment in the Seventh Judicial District, Bonneville County, to declare the rights of SPU to refuse to provide service to Sorrells, a persistent and continuing violator of the Rules and Regulations of SPU and applicable IDAPA provisions, and to authorize the termination of water and/or sewer services to the Subject Property.

57. During the hearing held on Sorrells' Motion to Dismiss, counsel for Sorrells stated that the appropriate course of action was for SPU to terminate services and to have the dispute addressed by the IPUC.



58. On March 2, 2022, the Court entered a Memorandum Decision on Respondent's Motion to Dismiss, directing the parties to address water service related issues with the IPUC. A copy of this Memorandum Decision is attached as Exhibit 'J', as requested by the IPUC.

59. On March 3, 2022, SPU provided Sorrells with a Notice of Intent to Terminate Services pursuant to IDAPA 31.21.01.304.01. A copy of the Notice was submitted to the IPUC, pursuant to IDAPA 31.21.01.605, which responded by telephone call of its agent, Curtis Stein on March 8, 2022, saying that the IPUC likely does not have jurisdiction over this matter. The IPUC has not entered a stay of termination or entered a finding that public interest requires service to be maintained as allowed under IDAPA 31.21.01.605, however termination has not occurred pending resolution of this matter.

60. On March 8, 2022, counsel for Sorrells submitted a letter to SPU's counsel stating that they also were contacted by the IPUC and "it has been made known to us that IPUC interprets the aforementioned rules and regulations as not applicable to SPU, and that IPUC deems SPU a 'nonregulated entity'." A copy of such letter is attached hereto as Exhibit 'K'.

61. On March 8, 2022, pursuant to IDAPA 31.21.01.312.02, a Notice of Termination was posted on the Subject Property 48 hours prior to time of anticipated termination on March 10, 2022.

62. As required by IDAPA 31.21.01.304.02, Counsel for SPU diligently attempted to contact Mr. Sorrells' counsel on March 9, 2022, twenty-four (24) hours prior to anticipated termination, and spoke with attorney Paul Rippel, providing final Notice of Termination. Idaho Rules of Professional Conduct and Court rules prevented counsel from contacting Sorrells directly.

63. On March 9, 2022, prior to termination, SPU received notice that a Formal Complaint had been filed by Sorrells, and pursuant to IDAPA 31.21.01.700.01(b)(ii) termination has not occurred.

**RESPONSE TO FORMAL COMPLAINT**

64. Unless expressly admitted herein, SPU denies each and every allegation contained in Complainant Formal Complaint.

65. In response to Paragraph 1, SPU denies based upon the fact that the Subject Property was transferred to The Trust and is not owned by Complainant.

66. In response to Paragraph 2, SPU admits.

67. In response to Paragraph 3-5, SPU denies these allegations based upon repeatedly being informed by the IPUC that SPU is not a regulated entity.

68. In response to Paragraphs 6 and 11, no response is required.

69. In response to Paragraphs 7-10, SPU responds by stating that the letter speaks for itself.

70. In response to Paragraphs 12-23, SPU denies each allegation.

**PRAYER**

WHEREFORE, SPU prays for relief as follows:

1. Denying Sorrells Formal Complaint and dismissing this proceeding for the reason that Sorrells does not own the Subject Property and has no standing to pursue this action.
2. Declaring that Sorrells is a persistent and continuing violator of the Rules and Regulations applicable to the Subject Property.
3. Declaring that Sorrells is in violation of IPUC Rules by reason of (1) material misrepresentations, (2) failure of The Trust to apply for SPU's services, (3) obtaining, diverting or using SPU's services without SPU's knowledge or authorization, (4) interference with SPU's access to SPU's water meter, (5) failure to comply with pertinent legal requirements during construction of buildings on the Subject Property, and/or (6) by willfully wasting of water provided by SPU.
4. Declaring that SPU is authorized to terminate water services to Lot 4, Block 4, Sunnyside Industrial and Professional Park.
5. Granting SPU such further relief as the IPUC deems just and proper.

DATED this 20th day of April, 2022.

/s/ Paul L. Fuller  
Paul L. Fuller  
Attorney for Sunnyside Park Utilities, Inc.



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I served a true and correct copy of the following described pleading or document on the persons listed below on this 20th day of April, 2022:

Document Served: ANSWER TO FORMAL COMPLAINT

Persons Served:

Paul B. Rippel  
Austin O. Allen  
HOPKINS RODEN CROCKETT  
HANSEN & HOOPES, PLLC  
428 Park Ave.  
Idaho Falls, ID 83402  
paulrippel@hopkinsroden.com  
austinallen@hopkinsroden.com

Via Email

/s/ Paul L. Fuller  
Paul L. Fuller  
FULLER & BECK LAW OFFICES, PLLC

EXHIBITS

Exhibit A - Third Party Beneficiary Agreement  
Exhibit B - Will-Serve Letter  
Exhibit C - Building Permits 1-5  
Exhibit D - August 21, 2019 Notice  
Exhibit E - September 5, 2019 Notice  
Exhibit F - February 12, 2021 Notice  
Exhibit G - April 16, 2021 Notice  
Exhibit H - October 29, 2021 Notice  
Exhibit I - Water Meter Readings  
Exhibit J - Memorandum Decision  
Exhibit K - March 8, 2022 Letter  
Exhibit L - Water Meter Invoice

# EXHIBIT A

### THIRD PARTY BENEFICIARY UTILITY AGREEMENT

THIS AGREEMENT, made this 16 day of April, 2002, by and between Sunnyside Park Utilities, Inc., an Idaho corporation (hereinafter called "Company") and Sunnyside Park Owners Association, Inc., an Idaho corporation (hereinafter called "Representative").

#### WITNESSETH:

WHEREAS, the Company is now the owner of property in Bonneville County, State of Idaho described in Schedule A, attached hereto, upon which there is located the Company's water supply system and/or sewage system or upon which there is being constructed by the Company and will be located a water supply system and/or sewage system; and

WHEREAS, the Company warrants that all the property described in Schedule A, as well as all water supply system and/or sewage systems hereafter acquired by the Company shall be made subject to the Agreement by recordation of appropriate covenants, reservations, restrictions, or conditions in such manner as is required by Idaho law to put all persons on notice that such properties have been subjected to the terms of this Agreement; and

WHEREAS, the Company hereby warrants that existing and future encumbrances, liens or other indebtedness, if any, to the title of water supply systems and/or sewage systems now owned or hereafter acquired by the Company shall be subordinated and made subject to this Agreement; and

WHEREAS, the Company intends to construct, operate, and maintain said water supply systems and/or sewage systems for the purpose of supplying water and/or sewage collection and disposal service to buildings, and other improvements located in areas and subdivisions adjacent to or in the vicinities of said water supply systems and/or sewage systems (it being understood that the company does not now and does not contemplate the furnishing of garbage collection and garbage hauling services) and for that purpose will construct, lay, and maintain water storage and distribution facilities, water and sewage mains, lateral lines, manholes, pumping stations, and all other facilities and appurtenances necessary to maintain an adequate water supply for consumption by the occupants of such buildings, and other improvements in said areas and subdivisions and also necessary for the purpose of supplying sewage collection and disposal service to such buildings, and other improvements; and

WHEREAS, it is contemplated that the buildings, and other improvements to be served by the said water supply system and/or sewage systems of the Company will be located on properties in said areas of subdivisions which will be security for mortgages given to various lenders, including the Representative; and

WHEREAS, one of the inducing factors to the granting of mortgage loans on properties, buildings, and other improvements in the areas to be served by the water supply systems and/or sewage systems of the Company by the Representative and other lenders and the insuring thereof is that there will be continuous operation and maintenance of the water supply systems and/or sewage systems according to the approved standards set forth in this



Agreement, and that rate charges by the Company for its services will be reasonable, and the Company is desirous of assuring that its rates will be reasonable, and also assuring the continuance of the operation and maintenance of said water supply systems and/or sewage systems, for the benefit of the present and future owners of properties, buildings, and other improvements, and mortgagees holding mortgages covering such buildings and other improvements, including the Representative.

NOW, THEREFORE, for and in consideration of the reliance upon this Agreement by the Representative and by present and future owners of buildings, residences, and other improvements to be served by the water supply systems and/or sewage systems of the Company, and by mortgagees (who will make and hold mortgage loans on such buildings, and other improvements) the Company and the Representative do hereby covenant and agree as follows:

SECTION 1:

(a) This Agreement is made not only with the Representative in its individual capacity but also as the representative of and for the benefit of the present and future owners of or occupants of all and each of the properties, buildings, and other improvements which are now or may hereafter be served by the water supply systems and/or sewage systems of the Company as well as the holders of any mortgage or mortgages covering any such buildings, and other properties and improvements.

(b) Any person, firm, or association represented by the representative herein, through the representative herein and/or any appropriate governmental agency or corporation (1) served by the water supply systems and/or sewage systems of the Company, and/or (2) holding any mortgage on any property connected to the said systems or either of them, is hereby granted the right and privilege and hereby authorized in its or their own name and on its or their own behalf to institute and prosecute at law or in equity in any court having jurisdiction of the subject matter, to interpret and enforce this Agreement or any of its terms and provisions, including, but not limited to, suits for specific performance, mandamus, receivership and injunction.

SECTION 2:

(a) The Company does covenant and agree that the Company shall supply at all times and under adequate pressure for the use of each of the properties duly connected to its water supply system a sufficient quantity of water to meet the reasonable needs of each of the properties duly connected to said water supply systems. Such water shall be the quality and purity as shall meet the 1974 Safe Drinking Water Act of the U.S. Environmental Protection Agency (EPA), so as to produce water without excessive hardness, corrosive properties, or other objectionable characteristics making it unsafe or unsuitable for domestic and ground use or harmful to any or all pipes within and/or without the buildings, and other improvements. Records of any and all tests conducted in connection with said water supply systems shall be kept as permanent records by the Company and said records shall be open to inspection by the State Board of Health of the State of Idaho and a duly delegated agent of the representative. The said Board of Health and/or its agents shall at all times have access to the water supply system of the Company to conduct any and all tests as said Board shall determine necessary to



ascertain compliance with the said Standards and characteristics. In any event, the Company shall have said Board make such analyses as shall be deemed reasonably necessary and required by the Board of Health and the Company shall pay all costs and expenses in connection therewith. In the event said Board shall determine that the purity of the water does not meet the aforesaid Standards, the Company shall immediately at its sole cost and expense make any adjustment, repair, installation, or improvement to its facilities that shall be necessary or required or recommended by said Board to bring the purity of the water up to the said Standards.

(b) The Company shall provide at all times for each of the buildings, and other improvements constructed in the areas and subdivisions served by the sewage systems of the Company sewage service adequate for safe and sanitary collection and disposal of all sewage from said buildings, and other improvements, in accordance with the 1972 Federal Water Pollution Control Act Amendments of the U.S. Environmental Protection Agency (EPA). The Company further shall operate and maintain the sewage systems, including the disbursement field, in a manner so as not to pollute the ground, air, or water in, under, or around said areas or subdivisions with improperly or inadequately treated sewage. The Company will operate the sewage system to reduce noxious or offensive gases or odors to a minimum, but cannot completely eliminate the possibility of the system emitting odors because of conversions and wind changes. The Company further agrees to operate the systems in accordance with regulations and recommendations of the State Board of Health and to produce an effluent of a quality satisfactory to the State Board of Health and any and all other public authorities having jurisdiction over such matters. Records of any and all tests conducted in connection with the systems shall be kept as permanent records by the Company and said records shall be open to inspection by the State Board of Health of the State of Idaho and a duly delegated agent of the representative. The said Board of Health and its agents shall at all times have access to the systems of the Company to conduct any and all tests as said Board shall determine necessary to ascertain compliance with the said regulations and recommendations. In the event said Board shall determine that the operations of the systems do not meet the said regulations or recommendations, the Company shall immediately, at its sole cost and expense, make any adjustment, repair, installation or improvement to its facilities that shall be necessary or required or recommended by said Board to bring the operation of the systems up to the said regulations and recommendations. It is understood and agreed that the Company does not and does not contemplate furnishing garbage collection or garbage removal services.

### SECTION 3.

The Company agrees to maintain said water supply systems and/or said sewage systems at all times in good order and repair so that satisfactory water and sewage collection and disposal service as provided in the foregoing paragraphs may be supplied to each of said buildings, and other improvements in said areas or subdivisions in the quantity and in the quality provided in the foregoing paragraph. The water supply systems and/or the sewage systems shall be open for inspection at all times by the agents of the Idaho State Board of Health.



#### SECTION 4.

(a) The Company reserves and has the right to establish and collect as a charge or charges for water furnished and consumed by the owners or occupants of each of the buildings, and other improvements at the rates as prescribed and permitted herein. The Company shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by the Company through which all water supplied to the consumer shall pass and to which the Company shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair. The Company may charge the cost to the customer of any material used, equipment rented or the equivalent rate for the Company's equipment used and labor expenses incurred in making any connection or in making any repair which is the responsibility of an owner.

(b) The Company reserves and has the right to establish and collect as a charge or charges for sewer service provided to the owners or occupants of each of the buildings, and other improvements served by the Company, the initial rates as shown in Schedule "B" attached hereto and made a part hereof.

#### SECTION 5:

In the event the Company should fail to operate and maintain the water supply systems and/or the sewage systems in the manner and under the conditions specified herein (failure due to Acts of God, nature disasters or other causes beyond the control of the Company, including labor troubles or strikes, excepted) or in the event the Company collects or attempts to collect from the consumers of water or from uses of the sewage systems charges in excess of the rate or rates specified or provided for in this Agreement, then in either of such contingencies, if such default shall continue for a period of thirty (30) days (or for a period of two (2) days in the event such default consists of a shutdown of the water or sewage treatment plant or suspension of water or sewage services, except for the cases above set forth) after written notice to the company by any consumer, or by a duly authorized agent of the representative, mortgagee, or by any person for whose benefit this contract is made, then and in such event those persons so entitled may enforce this Agreement by action instituted for such purpose in any court of competent jurisdiction and in such action shall be entitled as a matter of right to an immediate hearing before a Court of competent jurisdiction for the determination of whether the appointment of a receiver is appropriate and for the determination of whether such receiver or other officer appointed by the Court is entitled to take immediate possession of the water supply systems and/or sewage systems of the Company for the purpose of operating and maintaining the same with full right to hold, use, operate, manage and control the same for the benefit of the parties for whom this agreement is made with full right to collect the charges for services at rates not in excess of those specified or provided for in this agreement.

#### SECTION 6.

The Company may establish, amend or revise from time to time and enforce Rules and Regulations for Water Service and Rules and Regulations for Sewer Service or Rules and Regulations covering both water and sewer service and covering the furnishing of water supply service and sewer service within said areas of subdivisions, provided, however, all



such rules and regulations established by the Company from time to time shall at all times be reasonable and subject to such regulations as may now or hereafter be provided by law; and provided further that no such rule or regulation so established, amended or revised can be inconsistent with the requirements of this Agreement nor shall the same abrogate any provision hereof. Any such rules and regulations established, amended, revised and enforced by the Company from time to time shall be binding upon any owner or occupant of any of the property located within the boundaries of such areas or subdivisions, the owner or occupant of any building, or other improvement constructed or located upon such property and the user or consumer of any water supply service and sewer service.

#### SECTION 7.

Changes in the initial rates described in Section 4 hereof may be proposed by the Company and by third party beneficiaries of this Agreement in the following manner:

All rates proposed by the Company and by third party beneficiaries for the water supply system and the sewage collection system shall be submitted by notice to the representative and to all parties connected to the sewage collection system, and if within ninety (90) days after such notice of a rate change proposed by the Company not more than one-half of such parties have signified in writing their opposition to such proposed rate change, the Company may forthwith establish its new rates. If more than one-half of such parties signify, in writing, their opposition to a rate change proposed by the Company, or if more than one-half of such parties proposed in writing a rate change which the Company opposes, and the parties cannot negotiate an agreement within ninety (90) days to the reasonableness of the new rates, then the matter of the reasonableness of such new rates shall be referred to a board of arbiters selected as follows: the Company shall designate one arbiter, the objecting parties shall designate one arbiter, and the two arbiters thus selected shall choose a third arbiter. The three arbiters shall make their written recommendations to the parties to the dispute as to the reasonableness of the new rates within ninety (90) days after the reference of the dispute by the arbiters shall be given to the Company and to all objecting parties. All proceedings before the arbiters shall be recorded in written objections to the recommendations within thirty (30) days after the decision. If no written objections are made, it shall be considered that all parties have agreed that the new rates recommended by the arbiters are reasonable. If written objections are filed by either side, the question of the reasonableness of the new rates shall be the subject of review by a court of competent jurisdiction in appropriate legal proceedings initiated for such purpose. In the event of arbitration or court proceedings, the proposed change of rates shall be in abeyance and shall not become effective until the conclusion of such proceedings.

#### SECTION 8.

Notwithstanding any provision of this Agreement, no third party beneficiary shall have or claim to have any right, title, lien, encumbrance, interest or claim of any kind or character whatsoever in and to the Company's water supply system and/or sewage systems, or properties and facilities, and the Company may mortgage, pledge or otherwise encumber, or sell or otherwise dispose of, any or all of such water supply systems and/or sewage systems, properties and facilities without the consent of such third parties. The words "properties and facilities" as used in this Section shall not only include physical properties and facilities but



all real, personal and other property of every kind and character owned by the Company and used, useful, or held for use in connection with its water supply systems and/or sewage systems, including revenues and income from the users of water and sewage services, cash in bank and otherwise; provided, however, that this Agreement as set forth herein shall be binding upon all successors and assigns of the Company.

#### SECTION 9.

All notice provided for herein shall be in writing or by telegram, and if to Company shall be mailed or delivered to Company at 3655 Professional Way, Idaho Falls, Idaho 83401, and if to parties for whose benefit this contract is made shall be mailed or delivered to the president or secretary of the representative at their last known addresses as furnished by the representative to the company.

#### SECTION 10.

(a) The covenants, reservations, restrictions or conditions herein set forth are and shall be deemed to be covenants, reservations, restrictions, or conditions imposed and running with the land and properties of the Company as listed on Schedule A attached hereto and limiting the use thereof for the purposes and in the manner set forth herein and shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and shall likewise be binding upon and shall inure to the benefit of all parties who, in any manner whatsoever, shall acquire title to the Company's water supply systems and/or sewage systems, and properties and facilities as defined in Section 8 hereof. To this end the Company shall make all water supply systems and/or sewage systems now owned or hereafter acquired subject to this Agreement by recordation or appropriate covenants, reservations, restrictions, or conditions in such manner as is required by law to put all persons on notice that such water supply systems and/or sewage systems have been subjected to the terms of this Agreement are deemed to be covenants, reservations, restrictions, or conditions imposed upon and running with the land listed on Schedule A attached hereto.

(b) This Agreement shall also be binding upon and shall inure to the benefit of the Representative, its successors and assigns, and as set forth in Section 1 hereof, all present and future owners or occupants of all and each of the properties, buildings, and other improvements which are now or may hereafter be served by the water supply systems and/or sewage systems of the Company on the property listed on Schedule A attached hereto, as well as the holders of any mortgage or mortgages covering any such properties, buildings, and other improvements, as well as the successors and assigns of all such present and future owners and occupants and holders of mortgages.

#### SECTION 11.

This Agreement shall be governed by the laws of the State of Idaho.

#### SECTION 12.

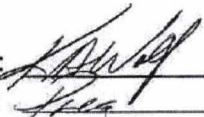
This Agreement shall remain in full force and effect and for the benefit of all parties mentioned herein until either (a) the water supply systems and sewage systems described

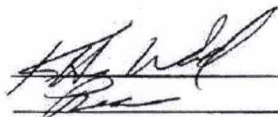
herein are taken over by governmental authority for maintenance and operation; or (b) other adequate water supply and sewage collection and disposal service is provided by a governmental authority through means other than the water supply systems and sewage systems owned by the Company; or (c) the rates, services and operation of the Company are placed by law under the jurisdiction of a regulatory commission or other governmental agency or body empowered to fix rates and to which a consumer of the Company may seek relief. Upon the happening of any of the aforesaid events, this Agreement shall automatically terminate; and, at the request of the Company, the Company and the Representative shall execute an instrument canceling this Agreement.

IN WITNESS WHEREOF, the Company and the Representative have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

SUNNYSIDE PARK UTILITIES,  
INC.

SUNNYSIDE PARK OWNER'S  
ASSOCIATION, INC.

By:   
Its: \_\_\_\_\_

By:   
Its: \_\_\_\_\_



CORPORATE ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss  
County of Bonneville )

On this 16 day of April, 2002, before me, the undersigned notary public, in and for the State of Idaho, personally appeared, Kirk Woolf, known to me to be the President of the corporation that executed the within instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Mark R. Fuller  
Notary public for Idaho  
Residing at Idaho Falls  
My commission expires: 06-09-03

CORPORATE ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss  
County of Bonneville )

On this 16 day of April, 2002, before me, the undersigned notary public, in and for the State of Idaho, personally appeared, Kirk Woolf, known to me to be the President of the corporation that executed the within instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Mark R. Fuller  
Notary public for Idaho  
Residing at Idaho Falls  
My commission expires: 06-09-03

## SCHEDULE A

### Tract I

#### Septic Tank and Drain Fields

Beginning at a point that is S 89 degrees 42'56" E 856.82 feet along the section line from the West One Quarter Corner of Section 36, Township 2 North, Range 37 East of the Boise Meridian and running thence S 0 degrees 00'54" E 45.91 feet; thence S 88 degrees 57'40" W 86.36 feet; thence S 14 degrees 50'59" W 219.63 feet; thence S 62 degrees 53'33" E 160.32 feet; thence S 89 degrees 42'56" E 100.00 feet; thence N 0 degrees 00'54" W 332.82 feet; thence N 89 degrees 42'56" W 100.00 feet to the Point of Beginning, containing 1.44 acres.

### Tract II

#### Well Location

Beginning at the Northwest corner of Lot 5, Block 2, Sunnyside Industrial and Professional Park, Division No. 1, Bonneville County, Section 36, T2N, R. 37 EBM and running thence along the west boundary of Lot 5, a distance of 60 feet, thence S 89 degrees 54'00" W 60 feet; thence N 0 degrees 04'08" W to the North boundary of Lot 5, thence N 89 degrees 54'00" E along the North boundary of Lot 5 to the Point of Beginning.



SCHEDULE B

Water and Sewer Service and Connection Charges

Monthly Charge

Business Sewer Service	\$17.50
Business Water Service	\$12.50

Basic Connection Charges

Each Sewer Connection	\$500.00
Each Water Connection	\$500.00

Company shall also charge the cost to the Company of any material used, equipment rented or equivalent rate for Company's equipment used, and labor expense incurred in making any connection or in making any repair which is the responsibility of any owner. The Company reserves the right to assess additional connection charges for services in excess of basic business sewer and water services.

# EXHIBIT B

# Sunnyside Industrial And Professional Park, LLC.

August 23, 2018

Donald Sorrells  
3341 N Emperor  
Fresno, CA 93737

RE: Water and Sewer Services

To Whom It May Concern:

Sunnyside Industrial and Professional Park, LLC – Sunnyside Park Utilities Inc. will provide sewer and water service upon receipt of funds for Block 4, Lot 4, **SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4, SEC 36, T 2N, R 37. Parcel Number: RPO79900040040.**

Hookup fees are; Water \$800.00, Sewer \$1000.00.

Sunnyside Park Utilities Inc. has received check # 8631 for \$1,800.00 from GARRETT H. SANDOZ, ATTORNEY TRUST ACCOUNT dated 9-24-18 2018.

Please note the landowner must provide a water meter (at the owner's expense) for any water usage determined to be above 12000 gallons per month.

Thank You,



Craig Beck  
Sunnyside Industrial and Professional Park, LLC

# EXHIBIT C




# COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

## TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,  
Minimum 15 business days may be required for plan review

Owner and Tenant: DONALD SORRELLS		Telephone No. <u>Home:</u> <u>Business:</u> <u>Fax:</u> <u>Email:</u>	
Architect / Engineer: TETON STRUCTURAL		Telephone No. <u>Home:</u> 208-357- <u>Business:</u> <u>Fax:</u> 2420 <u>Email:</u>	
General Contractor: JON GREGORY	State License: RCT 34900 7/12/19	Telephone No. <u>Home:</u> <u>Business:</u> 208-709- <u>Fax:</u> 6337 <u>Email:</u>	
Construction Address: P.O. 1296 BLACKFOOT ID 83221			
Subdivision: SUNNYSIDE BUSINESS	Lot: A	Block: A	
Tax Parcel No:		Zone: F&MI	
Use: COMMERCIAL			
Square Footage: 560	Main Floor:	Other Floors:	
Description of Project: COMMERCIAL SHOPS			
<del>New/Remodel:</del>	Bid Price: 30,000.00	Septic Permit #: N/A	
Fire Sprinkler System:		Heat System: / YOUNG'S HEATING	
Signature of Owner/Contractor or Authorized Agent: 			
<b><u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1</b>			

BUILDING # 1

# COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

## **CHECK-OFF LIST FOR PLAN REVIEW**

- All Plans must be drawn to Scale and Scale Noted on the Plans -

### **Requirements for submitting plans to obtain a Permit for a Commercial Building:**

1. Site Plan Detailing the following and **Stamped** by registered design professional

- A. Proper Zone, Occupancy classification, Type of construction
- B. Footprint of the structure / s
- C. Acreage of property
- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
- H. Location and detail of proposed work within right-of-ways
- I. Detail for site grading and on-site retention of run-off water
- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
- K. Rated corridor construction details, when applicable
- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.  
Mechanical system must meet ASHRAE / IESNA 90.1



# Permit

## BLDG-COM - Building Commercial Permit

**BONNEVILLE COUNTY**

605 N. Capital Ave.  
Idaho Falls, ID 83402

(208) 524-7920 ... Phone  
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27504	11/2/2018	\$ 29999.00	452.00	MARK


LOCATION	S American Way Idaho Falls, ID 83402	PARCEL#	RPO79900040040		
OWNER	Donald Sorrells () 3341 N Emporer Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK NW1/4, SEC 36, T 2N, R		
CONTRACTOR	Jonathan Gregory RCT-334900 ()  Blackfoot ID 83221	LOT	4		
		BLOCK	4		
		SUBDIVISION	Sunnyside Industrial & Professional Park		
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE	
		36	2N	37	

DESCRIPTION OF WORK **Commercial- Restroom facility for contractor rental units**

NATURE OF WORK	New Construction	DIMENSIONS	20 x 28	
OCCUPANCY TYPE	U Utility, Miscellaneous	LIVINGSPACE	0	
CONSTRUCTION TYPE	VB	BASEMENT-FINISHED	0	
USE ZONE	I&M-1	BASEMENT-UNFINISHED	0	
FLOOD ZONE		GARAGE	0	
SEWER PERMIT #	Will Serve Letter from Sunnyside Industrial and Professional Park	PORCHES/DECKS UNCOVERED	0	
MH VIN #	#UNITS 0	PORCHES/DECKS COVERED	0	
		CRAWLSPACE/MH FOUNDATION	0	

It is the responsibility of the property owner to ensure that all inspections are requested. If inspections are not performed, the structure cannot be occupied and/or a Certificate of Occupancy may not be issued. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

  
Signature of Contractor or Authorized Agent

11/2/18  
Date

  
Issued By

11/2/2018  
Date

**PERMIT # 27504**

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.  
Inspections in Greys Lake area scheduled by appointment only.  
INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	10/10/2018	See also #27,505 and #27,506
MARK	10/29/2018	No mechanical with this permit.
MARK	10/29/2018	VALUATION CHANGED: Old Value = 0 New Value = 30,000
MARK	10/29/2018	VALUATION CHANGED: Old Value = 30,000 New Value = 29,999




# COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

## TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,  
Minimum 15 business days may be required for plan review

Owner and Tenant: DONALD SORRELLS		Telephone No. <u>Home:</u> <u>Business:</u> <u>Fax:</u> <u>Email:</u>	
Architect / Engineer: TETON STRUCTURAL		Telephone No. <u>Home:</u> <u>Business:</u> 208-357- <u>Fax:</u> 2420 <u>Email:</u>	
General Contractor: JON GREGORY	State License: RCT 34900 7/12/19	Telephone No. <u>Home:</u> 208-709-6337 <u>Business:</u> <u>Fax:</u> <u>Email:</u>	
Construction Address: P.O. 1296 BLACKFOOT ID 83221			
Subdivision: SUNNYSIDE BUSINESS	Lot: 4	Block: 4	
Tax Parcel No:		Zone: I&MI	
Use: COMMERCIAL			
Square Footage: 11,938	Main Floor:	Other Floors:	
Description of Project: COMMERCIAL SHOPS			
<u>New/Remodel:</u>	Bid Price: 500,000.00	Septic Permit #: N/A	
Fire Sprinkler System:		Heat System: YOUNG'S HEATING	
Signature of Owner/Contractor or Authorized Agent: 			
<b><u>DETAILED SITE PLAN REQUIRED</u></b> See page 2, Item 1			

Revised 03/06/2018

BUILDING # 2

OCT 01 2018



# COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

## **CHECK-OFF LIST FOR PLAN REVIEW**

- All Plans must be drawn to Scale and Scale Noted on the Plans -

### **Requirements for submitting plans to obtain a Permit for a Commercial Building:**

1. Site Plan Detailing the following and **Stamped** by registered design professional

- A. Proper Zone, Occupancy classification, Type of construction
- B. Footprint of the structure / s
- C. Acreage of property
- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
- H. Location and detail of proposed work within right-of-ways
- I. Detail for site grading and on-site retention of run-off water
- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
- K. Rated corridor construction details, when applicable
- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.

Mechanical system must meet ASHRAE / IESNA 90.1

# Permit

## BLDG-COM - Building Commercial Permit

**BONNEVILLE COUNTY**

605 N. Capital Ave.  
Idaho Falls, ID 83402

(208) 524-7920 ... Phone  
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27505	10-29-18	\$ 500000.00	3564.00	MARK

LOCATION	3887 S American Way Unit A-F Idaho Falls, ID 83401	PARCEL#	RPO79900040040	
OWNER	Donald Sorrells () 3341 N Emperor Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4 SEC 36, T 2N, R 37	
CONTRACTOR	Jonathan Gregory RCT-334900 ()  Blackfoot ID 83221	LOT	4	
		BLOCK	4	
		SUBDIVISION	Sunnyside Industrial & Professional Park	
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE
		36	2N	37

DESCRIPTION OF WORK **Commercial- Building of six units for lease to contractors**

NATURE OF WORK	New Construction	DIMENSIONS	270 x 47
OCCUPANCY TYPE	F-1 Factory and industrial, moderate hazard	LIVINGSPACE	0
CONSTRUCTION TYPE	IA	BASEMENT-FINISHED	0
USE ZONE	I&M-1	BASEMENT-UNFINISHED	0
FLOOD ZONE		GARAGE	0
SEWER PERMIT #		PORCHES/DECKS UNCOVERED	0
MH VIN #	#UNITS 6	PORCHES/DECKS COVERED	0
		CRAWLSPACE/MH FOUNDATION	0

It is the responsibility of the property owner to ensure that all inspections are requested. If inspections are not performed, the structure cannot be occupied and/or a Certificate of Occupancy may not be issued. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Date

Issued By

Date

**PERMIT # 27505**

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.  
 Inspections in Greys Lake area scheduled by appointment only.  
**INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY**

Permit Notes		
User	Date	Comments
BETSY	10/10/2018	See also #27,504 & #27,506
MARK	10/23/2018	No mechanical with this permit.
MARK	10/23/2018	VALUATION CHANGED: Old Value = 0 New Value = 500,000




# COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

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Minimum 15 business days may be required for plan review

<b>Owner and Tenant:</b> DON SORRELLS		<b>Telephone No.</b> <u>Home:</u> 559-284- <u>Business:</u> <u>Fax:</u> 0552 <u>Email:</u>	
<b>Architect / Engineer:</b> TETON STRUCTURAL		<b>Telephone No.</b> <u>Home:</u> 208-357- <u>Business:</u> <u>Fax:</u> 2420 <u>Email:</u>	
<b>General Contractor:</b> JON GREGORY	<b>State License:</b> RCT 34900 7/12/19 EXP.	<b>Telephone No.</b> <u>Home:</u> 208-709- <u>Business:</u> <u>Fax:</u> 6337 <u>Email:</u>	
<b>Construction Address:</b>			
<b>Subdivision:</b> SUNNYSIDE BUSINESS	<b>Lot:</b>	<b>Block:</b>	
<b>Tax Parcel No:</b>		<b>Zone:</b>	
<b>Use:</b>			
<b>Square Footage:</b>	<b>Main Floor:</b>	<b>Other Floors:</b>	
<b>Description of Project:</b> BUILDING # 3 38 x 152			
<b>New Remodel:</b>	<b>Bid Price:</b> 175,000.00	<b>Septic Permit #:</b>	
<b>Fire Sprinkler System:</b>		<b>Heat System:</b>	
<b>Signature of Owner/Contractor or Authorized Agent:</b> 			
<b><u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1</b>			

bldg at back

# COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

## **CHECK-OFF LIST FOR PLAN REVIEW**

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- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
- H. Location and detail of proposed work within right-of-ways
- I. Detail for site grading and on-site retention of run-off water
- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
- K. Rated corridor construction details, when applicable
- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.

Mechanical system must meet ASHRAE / IESNA 90.1



# Permit

## BLDG-COM - Building Commercial Permit

**BONNEVILLE COUNTY**

605 N. Capital Ave.  
Idaho Falls, ID 83402

(208) 524-7920 ... Phone  
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27644		\$ 175000.00	1614.00	MARK

LOCATION	3889 S American Way Bldg 3 A-D Idaho Falls, ID 83401	PARCEL#	RPO79900040040		
OWNER	Donald Sorrells () 3341 N Emporer Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4 SEC 36, T 2N, R 37		
CONTRACTOR	Jonathan Gregory RCT-334900 ()  Blackfoot ID 83221	LOT	4		
		BLOCK	4		
		SUBDIVISION	Sunnyside Industrial & Professional Park		
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE	
		36	2N	37E	

DESCRIPTION OF WORK **Commercial- Building of 4 units to lease to contractors**

NATURE OF WORK	<b>New Construction</b>	DIMENSIONS	38 x 152
OCCUPANCY TYPE	F-1 Factory and industrial, moderate hazard	LIVINGSPACE	0
CONSTRUCTION TYPE	VB	BASEMENT-FINISHED	0
USE ZONE	<b>I&amp;M-1</b>	BASEMENT-UNFINISHED	0
FLOOD ZONE		GARAGE	0
SEWER PERMIT #		PORCHES/DECKS UNCOVERED	0
MH VIN #	#UNITS 0	PORCHES/DECKS COVERED	0
		CRAWLSPACE/MH FOUNDATION	0

It is the responsibility of the property owner to ensure that all inspections are requested. If inspections are not performed, the structure cannot be occupied and/or a Certificate of Occupancy may not be issued. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

  
Signature of Contractor or Authorized Agent

12/19/18  
Date

  
Issued By

12-19-18  
Date

**PERMIT # 27644**

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

**Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.  
Inspections in Greys Lake area scheduled by appointment only.  
INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY**

Permit Notes		
User	Date	Comments
BETSY	11/26/2018	Also #27,504, #27,505. #27, 506
MARK	11/28/2018	No mechanical with this permit.
MARK	11/28/2018	VALUATION CHANGED: Old Value = 0 New Value = 175,000

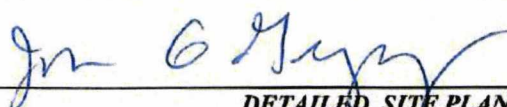
# COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

## TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,  
Minimum 15 business days may be required for plan review

<b>Owner and Tenant:</b> DON SORRELLS		<b>Telephone No.</b> <u>Home:</u> <u>Business:</u> 559-284- <u>Fax:</u> <u>Email:</u> 0552	
<b>Architect / Engineer:</b> TETON STRUCTURAL		<b>Telephone No.</b> <u>Home:</u> <u>Business:</u> 208-357- <u>Fax:</u> 2420 <u>Email:</u>	
<b>General Contractor:</b> JON GREGORY	<b>State License:</b> RCT 34900 7/12/19 EXP.	<b>Telephone No.</b> <u>Home:</u> 208-709- <u>Business:</u> <u>Fax:</u> 6337 <u>Email:</u>	
<b>Construction Address:</b>			
<b>Subdivision:</b> SUNNYSIDE BUSINESS	<b>Lot:</b>	<b>Block:</b>	
<b>Tax Parcel No:</b>		<b>Zone:</b>	
<b>Use:</b>			
<b>Square Footage:</b>	<b>Main Floor:</b>	<b>Other Floors:</b>	
<b>Description of Project:</b> BUILDING # 4 40x164 40x180			
<b>Fire Sprinkler System:</b>		<b>Heat System:</b>	
<b>Signature of Owner/Contractor or Authorized Agent:</b> 	<b>Bid Price:</b> 225,000.00	<b>Septic Permit #:</b>	
<b><u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1</b>			



# COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

## **CHECK-OFF LIST FOR PLAN REVIEW**

- All Plans must be drawn to Scale and Scale Noted on the Plans -

### **Requirements for submitting plans to obtain a Permit for a Commercial Building:**

1. Site Plan Detailing the following and **Stamped** by registered design professional

- A. Proper Zone, Occupancy classification, Type of construction
- B. Footprint of the structure / s
- C. Acreage of property
- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
- H. Location and detail of proposed work within right-of-ways
- I. Detail for site grading and on-site retention of run-off water
- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
- K. Rated corridor construction details, when applicable
- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.

Mechanical system must meet ASHRAE / IESNA 90.1

# Permit

## BLDG-COM - Building Commercial Permit

**BONNEVILLE COUNTY**

605 N. Capital Ave.  
Idaho Falls, ID 83402

(208) 524-7920 ... Phone  
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27645		\$ 225000.00	1914.00	MARK

LOCATION	3891 S American Way Bldg 4 A-D Idaho Falls, ID 83401	PARCEL#	RPO79900040040	
OWNER	Donald Sorrells () 3341 N Emperor Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4 SEC 36, T 2N, R 37	
CONTRACTOR	Jonathan Gregory RCT-334900 ()  Blackfoot ID 83221	LOT	4	
		BLOCK	4	
		SUBDIVISION	Sunnyside Industrial & Professional Park	
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE
		36	2N	37E

DESCRIPTION OF WORK **Commercial- Building 40 x 180 4 units to lease to contractors**

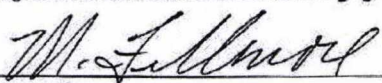
NATURE OF WORK	<b>New Construction</b>	DIMENSIONS	40 x 180
OCCUPANCY TYPE	F-1 Factory and industrial, moderate hazard	LIVINGSPACE	0
CONSTRUCTION TYPE	VB	BASEMENT-FINISHED	0
USE ZONE	<b>I&amp;M-1</b>	BASEMENT-UNFINISHED	0
FLOOD ZONE		GARAGE	0
SEWER PERMIT #		PORCHES/DECKS UNCOVERED	0
MH VIN #	#UNITS 0	PORCHES/DECKS COVERED	0
		CRAWLSPACE/MH FOUNDATION	0

It is the responsibility of the property owner to ensure that all inspections are requested. If inspections are not performed, the structure cannot be occupied and/or a Certificate of Occupancy may not be issued. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

  
Signature of Contractor or Authorized Agent

12/19/18  
Date

  
Issued By

12-19-15  
Date

**PERMIT # 27645**

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-INSUL							
0	BC-SHTNG							
0	BC-SR							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.  
 Inspections in Greys Lake area scheduled by appointment only.  
 INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	11/26/2018	Also #27,504; #27,505; #27,506; #27,644
MARK	11/28/2018	VALUATION CHANGED: Old Value = 0 New Value = 225,000
MARK	11/28/2018	No mechanical with this permit.



# COMMERCIAL PERMIT APPLICATION

BONNEVILLE ZONING & BUILDING DEPARTMENT 605 N. Capital Ave. Idaho Falls, ID 83402 (208) 524-7920 Fax # (208) 529-1330

## TWO PAPER COPIES OF ALL PLANS ARE REQUIRED FOR PERMITS

(And One Electronic Copy)

Plans to comply with 2009 IBC, IFC, IECC, IMC, IFGC,  
Minimum 15 business days may be required for plan review

Owner and Tenant: <b>DONALD SORRELLS</b>		Telephone No. <u>Home:</u> <u>Business:</u> <u>Fax:</u> <u>Email:</u>	
Architect / Engineer: <b>TETON STRUCTURAL</b>		Telephone No. <u>Home:</u> 208-357- <u>Business:</u> <u>Fax:</u> 2420 <u>Email:</u>	
General Contractor: <b>JON GREGORY</b>	State License: <b>RCT 34900</b>	Telephone No. <u>Home:</u> 208-709- <u>Business:</u> <u>Fax:</u> 6337 <u>Email:</u>	
Construction Address: <b>P.O. 1296 BLACKFOOT ID 83221</b>			
Subdivision: <b>SUNNYSIDE BUSINESS</b>		Lot: <b>4</b>	Block: <b>4</b>
Tax Parcel No:		Zone: <b>I &amp; MI</b>	
Use: <b>COMMERCIAL</b>			
Square Footage: <b>5840</b>	Main Floor:	Other Floors:	
Description of Project: <b>COMMERCIAL SHOPS</b>			
<input checked="" type="checkbox"/> New/Remodel:	Bid Price: <b>225,000.00</b>	Septic Permit #: <b>N/A</b>	
Fire Sprinkler System:		Heat System: <b>YOUNGS HEATING</b>	
Signature of Owner/Contractor or Authorized Agent:  <b>Jon Gregory</b>			
<b><u>DETAILED SITE PLAN REQUIRED</u> See page 2, Item 1</b>			

Revised 03/06/2018

**BUILDING #5**

# COMMERCIAL PERMIT APPLICATION – Supplemental Sheet

## **CHECK-OFF LIST FOR PLAN REVIEW**

- All Plans must be drawn to Scale and Scale Noted on the Plans -

### **Requirements for submitting plans to obtain a Permit for a Commercial Building:**

1. Site Plan Detailing the following and **Stamped** by registered design professional

- A. Proper Zone, Occupancy classification, Type of construction
- B. Footprint of the structure / s
- C. Acreage of property
- D. Property lines and dimensions
- E. Setbacks of structure / s
- F. Location of fire hydrants and fire lanes
- G. Parking, loading and unloading areas, sidewalks, driveways and easements
- H. Location and detail of proposed work within right-of-ways
- I. Detail for site grading and on-site retention of run-off water
- J. Location and width of curb cuts, or access points of driveways
- K. All outside storage space shall be enclosed by a sight obscuring fence
- L. Permit required from Public Works Department (208-529-1290) for approach onto a County Road
- M. Permit or "will serve" letter required from Sewer & Water Service Providers, if applicable

2. Architectural Drawings: **Stamped** by registered design professional.

- A. Floor plans - indicate room usage
- B. Building elevations
- C. Wall cross-sections
- D. Door / Window schedules and glazing types
- E. Room finish / s and hardware schedule / s
- F. Restroom elevations
- G. Partition location and types
- H. Roof plan and drainage slopes
- I. Stair cross-sections
- J. Shaft sections, when applicable
- K. Rated corridor construction details, when applicable
- L. Fire protection details for structural frame components, when applicable
- M. Occupancy separation wall details, when applicable

3. Structural Drawings: **Stamped** by registered design professional.

- A. Foundation drawings
- B. Framing - roof, floor and walls
- C. Structural details
- D. Live loads used in design
- E. Shop drawings and spec sheets on pre-fabricated structures
- F. Retaining walls
- G. General notes

4. Mechanical Drawings: **Stamped** by registered design professional.

Mechanical system must meet ASHRAE / IESNA 90.1



# Permit

## BLDG-COM - Building Commercial Permit

**BONNEVILLE COUNTY**

605 N. Capital Ave.  
Idaho Falls, ID 83402

(208) 524-7920 ... Phone  
(208) 529-1330 ... Fax

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	PRINTED BY
27506	10/18/18	\$ 225000.00	1914.00	MARK

LOCATION	3895 S American Way Unit A-D Idaho Falls, ID 83401	PARCEL#	RPO79900040040		
OWNER	Donald Sorrells () 3341 N Emporer Ave Fresno CA 93737	PROPERTY LOCATION	LOT 4, BLOCK 4, SUNNYSIDE INDUSTRIAL & PROFESSIONAL PARK, NW1/4 SEC 36, T 2N, R 37		
CONTRACTOR	Jonathan Gregory RCT-334900 ()  Blackfoot ID 83221	LOT	4		
		BLOCK	4		
		SUBDIVISION	Sunnyside Industrial & Professional Park		
LICENSE(S)	RCT-34900	SECTION	TOWNSHIP	RANGE	
		36	2N	37E	

DESCRIPTION OF WORK **Commercial - Building of four units to lease to contractors**

NATURE OF WORK	<b>New Construction</b>	DIMENSIONS	40 x 146
OCCUPANCY TYPE	S-1 Storage, moderate hazard	LIVING SPACE	0
CONSTRUCTION TYPE	VB	BASEMENT-FINISHED	0
USE ZONE	<b>I&amp;M-1</b>	BASEMENT-UNFINISHED	0
FLOOD ZONE	C	GARAGE	0
SEWER PERMIT #		PORCHES/DECKS UNCOVERED	0
MH VIN #	#UNITS 0	PORCHES/DECKS COVERED	0
		CRAWLSPACE/MH FOUNDATION	0

It is the responsibility of the property owner to ensure that all inspections are requested. If inspections are not performed, the structure cannot be occupied and/or a Certificate of Occupancy may not be issued. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Date

Issued By

Date

16/18/18

10/18/18



**PERMIT # 27506**

Inspections								
S	InspType	R	F	Status	ReqDate	InspDate	InspId	InspDist
0	BC-DRIVEWAY							
0	BC-FOOT							
0	BC-FOUND							
0	BC-FRAME							
0	BC-SHTNG							
0	BC-FINAL		Y					

Inspections in Swan Valley, Palisades, Freedom areas are scheduled for Tues. and Thurs. ONLY.  
Inspections in Greys Lake area scheduled by appointment only.  
INSPECTION REQUEST PHONE #(208)524-7920 EXT. 2 BY 4:00 PM FOR NEXT BUSINESS DAY

Permit Notes		
User	Date	Comments
BETSY	10/10/2018	See also #27,504 & #27,505
BETSY	10/18/2018	Primary address for parcel is 3887 S. American Way.
MARK	10/18/2018	VALUATION CHANGED: Old Value = 0 New Value = 225,000
MARK	10/18/2018	No Mechanical in this building

# EXHIBIT D

# Sunnyside Park Utilities, LLC.

August 21, 2019

Donald Sorrells  
3887 South American Way Unit "A"  
Idaho Falls, Idaho 83402

Re: Lot 4 Block 4 Sunnyside Industrial & Professional Park  
Sewer Violations / Breach of Contract

Dear Mr. Sorrells

Upon purchase of the property in Sunnyside Industrial Park, it was fully understood by both parties that your need for water and septic service was limited to two bathrooms in a common office at the center front of your property. Sunnyside Utilities Inc. agreed to provide the requested water and septic service to that office only. The "will serve" letter issued to you by Sunnyside on August 23, 2018 stated: "Please note the landowner must provide a water meter ( at the owner's expense ) for any water usage determined to be above 12,000 gallons per month."

During construction, you altered the structure on the north east corner adding septic and water hook ups along with washer and dryer hook ups inside unit # A. Additionally, you have installed 10 frost free hydrants, near the front of each rentable unit. The additional connections will likely exceed 12,000 gallons per month. Discharge of excessive and unauthorized waste into the system is a violation of Sunnyside's Rules and Regulations, Article II, Sections 2 and 4(e).

Both of these alterations are in direct violation of our agreement and your commitment upon purchase of the property. The following actions are now required:

Item #1: You are hereby requested to permanently remove and plug the additional water and septic facilities installed in unit #A. We expect this alteration to be accomplished within the next 30 days.

For your information, Bonneville County P&Z Ordinance Chapter 26 Section 1-2602 (1), which is applicable to this IM1 zoned property, prohibits "...all residential uses except the residence of a caretaker of an industrial plant". (See attached copy). Your continuing residence on the property is prohibited and must cease immediately. A copy of this letter is being sent to Bonneville County Planning and Zoning for their review and investigation.

Item #2: With the addition of the frost-free hydrants you are now required to install the water meter at the property line where you take delivery. The potential volumes now need to be recorded and monitored for billing purposes. We expect this metering to be accomplished within the next 30 days at your expense, by a licensed plumber.

Item #3: On August 15 10:00 PM your facility was found in violation of Sunnyside Utilities Inc.'s Rules and Regulations (Article 2, Section 4) wherein your defective toilets were discharging a constant flow into our septic system. There was no response at your building, and with no one around, your water service was shut off.

P O Box 1768 □ Idaho Falls, ID 83403-1768 □ Phone (208) 529-9891



# Sunnyside Park Utilities, LLC.

On August 16 at 8:00 AM I returned and water service was turned on based on your commitment to have a plumber examine your facility and correct the deficiencies. That evening at approximately 6 PM you assured me you had tested the toilets several times during the day and found no problems.

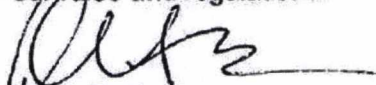
On August 17 at 8 AM your facility was again found in violation of our rules and regulations by discharging a constant flow of waste water into our septic system. You again would not answer your door, requiring the service be shut off. At 8:23 AM you phoned me ranting and raving that your service was shut off. After your commitment to eliminate the constant sewer flow and obtain the services of a plumber your water was restored.

These two violations, along with your belligerent attitude and inability to accept responsibility, forces us to put you on written notice of probation. See Rules and Regulations, Article 4, Section 1.

Pursuant to Article 4 Section 1 you are given five (5) calendar days for the satisfactory correction of the toilet deficiencies, with repairs certified in writing by a licensed plumber. Additionally we require a written plan of action explaining how you intend to comply with and maintain compliance with our Sewer Service Rules and Regulations. This plan needs to include monitoring of your facilities, and a daily (after 8:00PM) report of continued compliance. This report can be by email to our company.

Failure to comply with all the above to the reasonable satisfaction of Sunnyside Utilities Inc. may require us to invoke Article IV, Section 3 and terminate your service.

This company reserves the right to refuse to provide service to persistent violators of our rules and regulations.



Doyle Beck

Sunnyside Park Utilities, Inc.

Cc: Attorney – Mark Fuller  
Bonneville County P & Z – Steve Serr

# EXHIBIT E

# Sunnyside Park Utilities, LLC.

September 5, 2019

Donald Sorrells  
3887 South American Way Unit "A"  
Idaho Falls, Idaho 83402

Dear Mr. Sorrells

As you are aware on Sunday, September 1<sup>st</sup> 7:30 PM I discovered again a violation of our rules and regulations by discharging a constant flow of waste water into our septic system.

You would not answer your door, so I called your phone you and you came to the door. We established that your toilet was running unrestrained. You made some corrections and stated that this was the toilet that had previously been corrected by your plumber.

And August 21, 2019 I emailed and mailed you notice of your violation of our agreement and commitment you made upon purchase of the property.

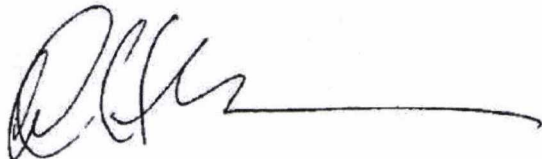
I also documented your violation of our rules and regulations.

Unfortunately, you have not responded in any manor to our concerns.

This is again indicative of your attitude and inability to except responsibility.

Failure to respond and provide a proposal to rectify our concerns will result in termination of your service.

If I do not hear from you your service will shut off on Friday September 13, 2019 and you will be required to reapply for any continued service.



Doyle Beck

Sunnyside Park Utilities , Inc.



# EXHIBIT F

# FULLER & BECK LAW OFFICES, PLLC.

ATTORNEYS AT LAW

Mark R. Fuller  
Daniel R. Beck  
Paul L. Fuller

410 Memorial Drive, Suite 201  
P.O. Box 50935  
Idaho Falls, Idaho 83405-0935

Telephone: (208) 524-5400  
Facsimile: (208) 524-7167  
Email: fullerandbeck@gmail.com

## RETURN RECEIPT REQUESTED

February 12, 2021

Donald Sorrells  
3341 N. Emperor  
Fresno, CA 93737

3887 S. American Way, Unit 'A'  
Idaho Falls, ID 83402

Re: My Client: Sunnyside Park Utilities, Inc.  
Issue: Violation of Rules and Regulations

Dear Mr. Sorrells:

Our office has the pleasure of representing Sunnyside Park Utilities, Inc. ("SPU"), and we have been asked to contact you regarding the unauthorized water and sewer connections installed on your lot in the Sunnyside Industrial and Professional Park. SPU provides water and sewer services for the majority of the lots located in Subdivision. On August 23, 2018, SPU issued a "Will Serve" letter regarding property you purchased in Sunnyside Industrial and Professional Park, in Bonneville County, Idaho. The "Will Serve" letter was issued based upon the architectural plans which were approved for the property, which only identified two bathrooms being installed on your property. It is now our understanding that ten (10) additional frost free hydrants, washer/dryer connection and an RV Septic Dump were installed without approval by Sunnyside Park Utilities. Additionally, SPU has discovered repeated instances of excessive drainage coming from your defective toilets, as noted in the letters sent August 21, 2019 and September 5, 2019. Further, in spite of repeated requests, you have also failed to monitor your discharges as required by Article II, Section 7 of the Rules and Regulations for Sewer Service. These unauthorized discharges violate Article II, Section 1 of SPU's Rules and Regulations for Sewer Service. You have used or are using the property for residential sewer service to that lot in violation of Bonneville County Zoning Ordinances. All of these actions compromise the integrity of the septic system and puts all connecting lots at risk of system failure.

In its letter of September 5, 2019, SPU stated that it would shut off service if its concerns were not rectified. SPU did not follow through on the termination based upon a belief that the parties were engaged in good-faith negotiations regarding a proposed Water-Sewer Agreement. During these negotiations, you twice orally agreed to the Water-Sewer Agreements which were prepared, but after more than two years it is clear that you are unwilling to sign the Agreements or keep your promises. Based upon your lack of cooperation, SPU will now pursue its remedies for your breaching of the terms of the architectural plans and as allowed under the Rules and Regulations for Sewer Service.

Pursuant to Article IV, Section 1, of the Rules and Regulations, notice is hereby provided that you are in violation of the Rules and Regulations for the additional water and sewer connections. You must bring your property into conformance with the approved architectural plans by (1) removing the frost free hydrants, and (2) place a permanent cement plug in the RV septic system dump sewer line within thirty (30) days of your receipt of this letter. Upon successfully completing these actions, please notify our office and we will schedule a time for a representative of SPU to come and verify compliance. In the event such actions are not taken within the time provided, you will be deemed a persistent violator and SPU will pursue a Declaratory Judgment Action to obtain judicial authorization for SPU to disconnect your sewer and water services. You will be assessed with Court costs and attorney fees for that litigation.

February 12, 2021  
Page 2  
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No further grace will be granted in this matter and litigation will be filed if you fail to act within thirty (30) days. If you have any other questions, please feel free to contact our office.

Very truly yours,

FULLER & BECK

A handwritten signature in cursive script that reads "Mark R. Fuller".

Mark R. Fuller  
Attorney at Law

c: client



# EXHIBIT G

# FULLER & BECK LAW OFFICES, PLLC.

ATTORNEYS AT LAW

Mark R. Fuller  
Daniel R. Beck  
Paul L. Fuller

410 Memorial Drive, Suite 201  
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Idaho Falls, Idaho 83405-0935

Telephone: (208) 524-5400  
Facsimile: (208) 524-7167  
Email: fullerandbeck@gmail.com

Sent via Email

April 16, 2021

Amanda Hebesha  
WAGNER JONES HELSLEY, PC  
265 E. River Park Circle, Ste. 310  
Fresno, CA 93720  
ahebesha@wjhattorneys.com

Re: My Client: Sunnyside Park Utilities, Inc.  
Your Client: Donald Sorrells  
Issue: Violation of Rules and Regulations

Dear Ms. Hebesha:

We are in receipt of your letter of April 5, 2021, and respond to the same herein. Attached please find additional documentation, including the Site Plan for Don Sorrells' Storage Shops, the building plans for Building 1 (the small building with the restrooms), all five (5) building permits, and an e-mail from Austin Black, Assistant Planner, Bonneville County Planning and Zoning.

We disagree with your repeated assertions that by seeking to enforce its rights and assure the protection of the septic and water system that my client has been harassing Mr. Sorrells. My client will continue to enforce the terms of all agreements and take all necessary steps to assure that the septic and water systems are protected from unauthorized or illegal use. Your client's unauthorized or illegal septic and water connections put at risk the entire system which serves multiple lots. My client has an obligation to other stakeholders, as well as your client, to assure the continuing viability of the system.

Your references to the CC&R's is without merit, as the disputed issues are not regarding modification of building structures or aesthetics, but modification of water and sewer **connections**, governed under the Rules and Regulations of Sunnyside Park Utilities, Inc. The Architectural Control Committee of Sunnyside Industrial and Professional Park (the Owners' Association) does not have authority to authorize or regulate water and sewer connections. The Owners' Association and Sunnyside Park Utilities are separate entities with separate rights and obligations. Your letter fails to recognize this distinction and confuses the governing documents of two independent entities. However, given your reliance upon the CC&R's, we would direct your attention to Declaration V(j)(d), which specifically prohibits "temporary structures, such as **trailers**, tents, shacks or similar buildings...on any lot, except during construction as authorized by the ACC." Under Declaration V(j)(f)(11), the CC&R's prohibit the transfer, dumping or disposal of garbage or refuse, except for waste that is produced on the premises from authorized uses. If Mr. Sorrells is using the RV septic connection to dispose of waste which was created at other locations, then that is another violation of the CC&R's. Please provide written variances from these provisions under Declaration V(i) which your client received from the ACC. If no variance has been issued, then your client is in violation of the CC&R's and we will inform the Owners' Association of such violation.



April 16, 2021

Page 2

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We direct your attention to the Construction Notes (left column) and Notes (right column) of your client's Site Plan. The Construction Notes state that the Water Main and Services and the Sanitary Sewer Main and Services shall meet the 2017 ISPWC Standards, and the water lines shall be installed with 6 feet minimum cover. It is the responsibility of the owner to provide and install all required backflow prevention devices on water services. Under the Notes, the following relevant issues are required:

1. Any changes to the site plan shall be submitted to Bonneville County Public Works Department for approval prior to construction. (Note 2)
2. A licensed Idaho Professional Engineer shall inspect, certify to County Standards, and prepare "as-built" drawings for all road water, sanitary sewer and storm sewer main lines. (Note 5)
3. All water service lines less than four (4) inches and sanitary service lines less than eight (8) inches shall be inspected by service providers prior to backfilling. (Note 6)
4. Commercial buildings, where possible, shall be plumbed for a meter inside of building. Owner is to contact water department to determine if a meter is required and for additional information. (Note 7)
5. Failure to comply with the Notes may result in withholding water service. (Note 3)

You will also note in the e-mail from the Assistant Planner, that his file contains five building permits. The Assistant Planner also states that only Permit 27504 (the small building with restrooms) shows connection to water/sewer, and that "[n]one of the other permits had a will serve letter or showed that it was intended to hook up to water and sewer." Our client was informed that the County would not provide copies of the building plans. Your client's contractor provided our client with building plans for Building 1 for the purpose of obtaining a will-serve letter, which was the only building which was to receive water and sewer and which identifies two toilets and two sinks. Our client would not have received building plans for buildings which were not receiving water and sewer. During negotiations to purchase the property and obtain a will-serve letter, your client only identified the bathroom as using water and septic service. This statement was made in the presence of Paul Crockett and is also known to John Gregory, the contractor who built the buildings, and was relied upon by my client in issuing the will-serve letter. Mr. Gregory has also informed our office that the only plumbing in the original contract with your client was the bathroom and conference room building and that the will-serve letter was for building permit no. 27504. All other plumbing was not part of the original contract. Based on the representations of the County, Mr. Gregory, and your client, and your client's failure to provide the other four building plans to our client, we do not believe that any of the other four building plans identified the other buildings as receiving water and sewer services. Your claim that the "will serve" letter for one building is generally applicable to all five buildings is untrue and not supported by the County or your client's actions. Sunnyside Park Utilities' provided a will-serve letter for the only building that was to be provided with water and sewer.

Prior to any consideration of the offer made by your client, your client must establish that he has complied with all legal requirements, performed the necessary inspections, and is permitted by the County to act in the manner your client requests. Specifically, please provide our office with

1. the inspection and certification report by a licensed Idaho Professional Engineer stating that the water and sewer lines are up to County standards,
2. the "as built" drawings for the water and sewer lines for all buildings,
3. all changes to the site plan submitted to Bonneville County Public Works Department,
4. the architectural plans for Buildings 2-5, which were never received by Sunnyside Park Utilities, Inc. or the Owners' Association, which is another violation of the CC&Rs (Decl. IV(a)),
5. evidence that an appropriate backflow prevention device has been installed, and
6. evidence of an inspection by the service provider as required by Note 6.

If you are unable to provide the requested information, my client will require (1) an inspection, and (2) installation of a water meter for the building to which service was authorized.



My client cannot consent to the continued use of any connection, including the RV connection, if such connection is not authorized and installed properly. We believe that the RV connection was installed without any authorization or inspection from the County, Sunnyside Utilities, the Owners' Association, or any other entity, and was the unilateral action of your client, done in secret to avoid the County and Owners' Association from prohibiting residential living in the industrial zone. My client is concerned that the RV connection can easily overwhelm the septic system with excessive, unauthorized or illegal waste. Further, my client cannot authorize the use of the shop as a RV site, when such has not been authorized by the County or the Owners' Association. Prior to any further discussions on maintaining the RV connection, my client requires that your client obtain written approval from the County to use the shop as a residence and a variance from the Owners' Association allowing a temporary structure (the RV) on the lot. If the County finds that the use of the shop to park and reside in the RV is not authorized, then this whole discussion is moot, as your client cannot use the site as he intends. We would direct your attention to Bonneville County Zoning Ordinance 1-2601(2) regarding I&M-1 Zones: "Dwellings and other uses which discourage the use of the land for its primary purposes have been excluded." By parking the RV in the Shop, the Shop becomes a dwelling under the definitions of the Ordinance. Whether the term "residential use" is specifically defined or not, the clear intent of the Zoning Ordinance is to exclude dwellings and other uses which discourage manufacturing and industrial uses. We believe the County will find that an RV parked in a shop constitutes a dwelling that must be excluded. Had the County intended to provide an exception to allow RV's to park in I&M-1 zones, it could have stated so, as it has done for a caretaker's residence.

Further, with regard to the septic cleanout, Article III, Section 1, of the Rules and Regulations clearly prohibits damaging any structure, appurtenance or equipment associated with the sewer system. This would include the cleanout. Any person who damages the system is subject to civil and/or criminal proceedings. Your reliance upon Section 3, which addresses connections, is misplaced. However, this issue will be considered resolved upon your client's repair of the cleanout as he has agreed.

Please review these requirements and documents with your client and provide the requested documentation by April 30, 2021.

Very truly yours,

FULLER & BECK



Mark R. Fuller  
Attorney at Law

Enc.  
c: client

# EXHIBIT H

**FULLER & BECK LAW OFFICES, PLLC.**  
ATTORNEYS AT LAW

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Amanda G Hebesha  
Wanger Jones Helsley PC  
265 E. River Park Circle, Suite 310  
Fresno, CA 93720

October 29, 2021

RE: Our Client: Sunnyside Park Utilities, Inc.  
Your client: Don Sorrells  
Notice of Intention to Terminate

Dear Ms. Hebesha,

I am in receipt of your letter dated October 27, 2021. Your office has provided us with evidence that the toilet has been repaired, and current discharge from the Sorrell building indicates that at least for now the repair has been successful. Historic water usage on the Sorrells property has been 103 gallons per day for August and September. I instructed my client to return to the location to turn the water on as you requested, and he found that his lock had been cut off by Mr. Sorrells or his agent, the water had been turned back on at the meter and at the curbside, and that a new lock had been installed on the meter preventing access by my client. (See attached photograph) My client's action was in direct obedience to your request: "Please direct your client to immediately resume service to the subject property," and did not constitute a trespass by reason of your express direction. However, your earlier paragraph indicates a continued assertion that the water meter is located on your client's property.

This letter is to provide Notice of Intention to Terminate the water service to the Sorrells' property unless my client is given access to the utilities water meter within the next 7 days. Meter readings October 1 through 25 show total flow of 10,600 gallons, or 442 gpd. This exceeds Aug/Sept usage of 103 gpd by 339 gpd or 7513 gallon excess. Sunnyside's representative witnessed water running at night at the rate of 2880 gallons per day on October 24. On multiple occasions Mr. Sorrells has shown he is unable to monitor his excess sewage discharge. These flows are unacceptable and detrimental to Sunnyside's system. As this is a continual and habitual problem, we have determined that Mr. Sorrells is willfully wasting and interfering with our service to his property and other customers through improper equipment and/or maintenance. Additionally, Mr. Sorrells has denied and willfully prevented our access to our meter.

The Third Party Beneficiary Utility Agreement, recorded August 7, 2007 as Instrument Number 1272911, Section 4(a) states as follows:

The company reserves and has the right to establish and collect as a charge or charges for water furnished and consumed by the owners or occupants of each of the buildings, and other



improvements at the rates as prescribed and permitted herein. The company shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by the company through which all water supplied to the consumer shall pass and to which the company shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair. The company may charge the cost to the customer of any materials used, equipment rented or the equivalent rate for the companies equipment used and labor expenses incurred in making any connections or in making any repair which is the responsibility of an owner.

This Third Party Beneficiary Utility Agreement was recorded many years before your client came to own the property and he was placed a notice of such terms at the time he purchased the property. Sunnyside Park Utilities is a water corporation as defined by Idaho Code Section 61-125 and is therefore governed by applicable regulations issued by the Idaho Department of Public Utilities. All water corporations are defined as public utilities pursuant to Idaho Code Section 61-129.

In July, 2021 the Idaho Public Utilities Commission issued administrative regulations set forth in IDAPA 31.21.01 regarding customer relations rules for water public utilities. Rule 302.01(e) allows for termination of service when "the customer or applicant denied or willfully prevented the utility's access to the meter." This provision is expressly applied to industrial and commercial customers pursuant to IDAPA 31.21.01.602.01.

The purpose of this letter is to place Don Sorrells on notice that Sunnyside Park Utilities intends to terminate his service within seven calendar days unless the lock which he placed on the meter is removed and Sunnyside Park Utilities is allowed access to its meter, regardless of the meter's location, at all reasonable times for the purpose of taking meter readings and keeping said meter in repair. The meter is the property of Sunnyside Park Utilities and it insists on access to all meters within the industrial park, regardless of location. The following items are required to continue service:

1. Remove your padlock and agree to allow unrestricted access.
2. Agree to never manipulate and/or control our valves or meter without permission.
3. Pay all our costs associated with this incident.
4. Provide an acceptable written plan to manage and control your flows into our system to prevent any future overflows.

If such action is not taken within the seven calendar days provided, and your threat of trespass withdrawn, Sunnyside Park Utilities will take action to terminate the service or will apply to an appropriate court for an

Page 3

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order authorizing termination of service. Please confirm your receipt of this Notice and respond indicating the steps taken by Mr. Sorrells to remove the lock and allow my clients unrestricted access to their water meter within the time period set forth in the regulation.

Very truly yours,



Mark R. Fuller  
Attorney at Law

Enclosure  
CC: Client







# EXHIBIT I

	Water Usage				
	Date	Time	Reading	Usage	GPD
	6/17/2021	10:34 AM	400		
	7/1/2021	8:17 AM	1400	1000	71
	8/1/2021	8:15 AM	7200	5800	187
	9/1/2021	8:20 AM	10400	3200	103
	10/1/2021	9:45 AM	13500	3100	103
Monday	10/25/2021	8:34 PM	24100	10600	442
Tuesday	10/26/2021	1:00 PM	24300	200	
Tuesday		7:51 PM	24300	0	200
Wednesday	10/27/2021		24300	0	
Wednesday		5:07 PM	24500	200	200
Thursday	10/28/2021		24500	0	
Thursday			24500	0	0
Friday	10/29/2021		24500	0	
Friday		9:50 PM	25600	1100	1100
Saturday	10/30/2021	8:30 AM	26800	1200	
Saturday		8:21 PM	27300	500	1700
Sunday	10/31/2021	9:15 AM	28000	700	
Sunday		7:46 PM	28600	600	1300
Monday	11/1/2021	8:15 AM	29200	600	
Monday		5:10 PM	29800	600	1200
Tuesday	11/2/2021	8:20 AM	30636	836	
Tuesday		5:27 PM	31451	815	1651
Wednesday	11/3/2021	8:21 AM	31524	73	
Wednesday		5:08 PM	32192	668	741
Thursday	11/4/2021	8:25 AM	32290	98	
Thursday		5:10 PM	32533	243	341
Friday	11/5/2021	8:24 AM	33100	567	
Friday		4:54 PM	33504	404	971
Saturday	11/6/2021		33504	0	
Saturday			33504	0	0
Sunday	11/7/2021	7:16 AM	35520	2016	
Sunday		8:55 PM	36225	705	2721
Monday	11/8/2021	8:12 AM	36760	535	
Monday		5:08 PM	37233	473	1008
Tuesday	11/9/2021	8:09 AM	37768	535	
Tuesday			38185	417	952
Wednesday	11/10/2021	8:00 AM	38720	535	
Wednesday		5:03 PM	39022	302	837
Thursday	11/11/2021	8:24 AM	39042	20	
Thursday		5:09 PM	39128	86	106
Friday	11/12/2021	8:17 AM	39155	27	
Friday		5:14 PM	39272	117	144
Saturday	11/13/2021		39293.6	21.6	
Saturday			39315.2	21.6	43
Sunday	11/14/2021		39341	25.8	
Sunday			39360	19	45
Monday	11/15/2021	8:22 AM	39380	20	
Monday		6:18 PM	39511	131	151
Tuesday	11/16/2021	8:28 AM	39534	23	
Tuesday		5:22 PM	39728	194	217
Wednesday	11/17/2021	7:38 AM	39746	18	
Wednesday		6:05 PM	39868	122	140
Thursday	11/18/2021	8:11 AM	39996	128	
Thursday			40071	75	203
Friday	11/19/2021	8:12 AM	40095	24	
Friday		5:05 PM	40210	115	139
Saturday	11/20/2021		40235	25	
Saturday			40261	26	51
Sunday	11/21/2021	9:11 AM	40303	42	
Sunday		7:58 PM	40341	38	80
Monday	11/22/2021	8:24 AM	40363	22	
Monday			40503	140	162
Tuesday	11/23/2021	8:17 AM	40710	207	
Tuesday		5:07 PM	40770	60	267

Meter Installed

UPHOLSTERY LADY? RESTRAINING ORDER?  
TOLD ME I COULDN'T BE ON THE PROPERTY

Wednesday	11/24/2021	8:21 AM	40800	30	
Wednesday		5:04 PM	40874	74	104
Thursday	11/25/2021		40945.5	71.5	
Thursday			40945.5	0	72
Friday	11/26/2021		41017	71.5	
Friday			41017	0	72
Saturday	11/27/2021		41088.5	71.5	
Saturday			41088.5	0	72
Sunday	11/28/2021	9:10 AM	41160	71.5	
Sunday			41160	0	72
Monday	11/29/2021	8:09 AM	41437	277	
Monday		5:04 PM	41610	173	450
Tuesday	11/30/2021	8:20 AM	41690	80	
Tuesday		5:05 PM	41763	73	153
Wednesday	12/1/2021	8:23 AM	41774	11	
Wednesday		4:41 PM	41859	85	96
Thursday	12/2/2021	8:20 AM	41915	56	
Thursday		5:06 PM	42025	110	166
Friday	12/3/2021	8:17 AM	42053	28	
Friday		5:03 PM	42125	72	100
Saturday	12/4/2021		42125	0	
Saturday		7:43 PM	42720	595	595
Sunday	12/5/2021	9:09 AM	43111	391	
Sunday			43111	0	391
Monday	12/6/2021	8:12 AM	43323	212	
Monday		5:03 PM	43410	87	299
Tuesday	12/7/2021	8:25 AM	43715	305	
Tuesday		5:04 PM	43922	207	512
Wednesday	12/8/2021	8:20 AM	43954	32	
Wednesday		5:08 PM	44136	182	214
Thursday	12/9/2021	8:16 AM	44175	39	
Thursday			44175	0	39
Friday	12/10/2021	8:46 AM	44395	220	
Friday		5:10 PM	44453	58	278
Saturday	12/11/2021		44453	0	
Saturday		5:05 PM	44965	512	512
Sunday	12/12/2021	10:11 AM	45437	472	
Sunday		8:33 PM	45465	28	500
Monday	12/13/2021	8:11 AM	45481	16	
Monday			45481	0	16
Tuesday	12/14/2021	8:15 AM	45578	97	
Tuesday			45739.75	161.75	259
Wednesday	12/15/2021		45901.5	161.75	
Wednesday			46063.25	161.75	324
Thursday	12/16/2021	9:40 AM	46225	161.75	
Thursday		5:14 PM	46339	114	276
Friday	12/17/2021	8:18 AM	46887	548	
Friday		5:07 PM	46904	17	565
Saturday	12/18/2021	10:26 AM	46933	29	
Saturday		10:13 PM	47074	141	170
Sunday	12/19/2021		47276	202	
Sunday			47478	202	404
Monday	12/20/2021	8:16 AM	47680	202	
Monday			47680	0	202
Tuesday	12/21/2021	8:17 AM	48075	395	
Tuesday		5:08 PM	48480	405	800
Wednesday	12/22/2021	8:24 AM	48830	350	
Wednesday		5:16 PM	49658	828	1178
Thursday	12/23/2021		49658	0	
Thursday		9:00 PM	49739	81	81
Friday	12/24/2021	6:39 AM	49750	11	
Friday		7:20 PM	49908	158	169
Saturday	12/25/2021	9:12 AM	50240	332	
Saturday		8:59 PM	50526	286	618
Sunday	12/26/2021		50526	0	
Sunday		6:56 PM	51057	531	531
Monday	12/27/2021	8:21 AM	51061	4	
Monday			51061	0	4



Tuesday	12/28/2021	8:16 AM	51431	370	
Tuesday			51431	0	370
Wednesday	12/29/2021	8:11 AM	51627	196	
Wednesday			51627	0	0
Thursday	12/30/2021	8:27 AM	52057	430	
Thursday			52057	0	430
Friday	12/31/2021		52487	430	
Friday			52487	0	430
Saturday	1/1/2022		52917	430	
Saturday			52917	0	430
Sunday	1/2/2022		53347	430	
Sunday			53347	0	430
Monday	1/3/2022		53777	430	
Monday			53777	0	430
Tuesday	1/4/2022		54207	430	
Tuesday			54207	0	430
Wednesday	1/5/2022	8:22 AM	54638	431	
Wednesday			54638	0	431
Thursday	1/6/2022	8:19 AM	54808	170	
Thursday			54808	0	170
Friday	1/7/2022	8:18 AM	54967	159	
Friday			54967	0	159
Saturday	1/8/2022		55128	161	
Saturday			55128	0	161
Sunday	1/9/2022		55289	161	
Sunday			55289	0	161
Monday	1/10/2022	8:21 AM	55450	161	
Monday			55450	0	161
Tuesday	1/11/2022	8:18 AM	55711	261	
Tuesday			55711	0	261
Wednesday	1/12/2022	8:13 AM	55929	218	
Wednesday			55929	0	218
Thursday	1/13/2022	8:27 AM	56140	211	
Thursday			56140	0	211
Friday	1/14/2022	8:20 AM	56569	429	
Friday			56569	0	429
Saturday	1/15/2022		56957	388	
Saturday			56957	0	388
Sunday	1/16/2022		57345	388	
Sunday			57345	0	388
Monday	1/17/2022	8:19 AM	57735	390	
Monday			57735	0	390
Tuesday	1/18/2022	8:19 AM	57915	180	
Tuesday			57915	0	180
Wednesday	1/19/2022	8:22 AM	58255	340	
Wednesday			58255	0	340
Thursday	1/20/2022	8:19 AM	58540	285	
Thursday			58540	0	285
Friday	1/21/2022	8:24 AM	58715	175	
Friday			58715	0	175
Saturday	1/22/2022		58903	188	
Saturday			58903	0	188
Sunday	1/23/2022		59091	188	
Sunday			59091	0	188
Monday	1/24/2022	8:29 AM	59280	189	
Monday			59280	0	189
Tuesday	1/25/2022	9:19 AM	59418	138	
Tuesday			59418	0	138
Wednesday	1/26/2022	8:20 AM	59629	211	
Wednesday			59629	0	211
Thursday	1/27/2022	8:27 AM	60004	375	
Thursday			60004	0	375
Friday	1/28/2022	8:21 AM	60354	350	
Friday			60354	0	350
Saturday	1/29/2022		60845	491	
Saturday			60845	0	491
Sunday	1/30/2022		61336	491	
Sunday			61336	0	491

meter covered with plowed snow

Monday	1/31/2022	8:22 AM	61828	492	
Monday			61828	0	492
Tuesday	2/1/2022	8:25 AM	62410	582	
Tuesday			62410	0	582
Wednesday	2/2/2022	8:22 AM	62953	543	
Wednesday			62953	0	543
Thursday	2/3/2022		63729.5	776.5	
Thursday			63729.5	0	777
Friday	2/4/2022	8:19 AM	64506	776.5	
Friday			64506	0	777
Saturday	2/5/2022		64917	411	
Saturday			64917	0	411
Sunday	2/6/2022		65328	411	
Sunday			65328	0	411
Monday	2/7/2022	8:28 AM	65739	411	
Monday			65739	0	411
Tuesday	2/8/2022	8:22 AM	66146	407	
Tuesday			66146	0	407
Wednesday	2/9/2022	8:22 AM	66512	366	
Wednesday			66512	0	366
Thursday	2/10/2022	8:17 AM	67318	806	
Thursday			67318	0	806
Friday	2/11/2022	8:19 AM	67945	627	
Friday			67945	0	627
Saturday	2/12/2022		68238	293	
Saturday			68238	0	293
Sunday	2/13/2022		68531	293	
Sunday			68531	0	293
Monday	2/14/2022	8:24 AM	68826	295	
Monday			68826	0	295
Tuesday	2/15/2022	8:28 AM	68940	114	
Tuesday			68940	0	114
Wednesday	2/16/2022	8:24 AM	69358	418	
Wednesday			69358	0	418
Thursday	2/17/2022	8:23 AM	69573	215	
Thursday			69573	0	215
Friday	2/18/2022	8:21 AM	69798	225	
Friday			69798	0	225
Saturday	2/19/2022		69849.33	51.33	
Saturday			69849.33	0	51
Sunday	2/20/2022		69900.66	51.33	
Sunday			69900.66	0	51
Monday	2/21/2022	8:28 AM	69952	51.34	
Monday			69952	0	51
Tuesday	2/22/2022	8:22 AM	70419	467	
Tuesday			70419	0	467
Wednesday	2/23/2022	9:04 AM	70782	363	
Wednesday			70782	0	363
Thursday	2/24/2022	8:23 AM	71110	328	
Thursday			71110	0	328
Friday	2/25/2022	8:22 AM	71511	401	
Friday			71511	0	401
Saturday	2/26/2022		72223.33	712.33	
Saturday			72223.33	0	712
Sunday	2/27/2022		72935.66	712.33	
Sunday			72935.66	0	712
Monday	2/28/2022	8:14 AM	73647	711.34	
Monday			73647	0	711
Tuesday	3/1/2022	8:18 AM	73866	219	
Tuesday			73866	0	219
Wednesday	3/2/2022	8:21 AM	74102	236	
Wednesday			74102	0	236
Thursday	3/3/2022	8:18 AM	74898	796	
Thursday			74898	0	796
Friday	3/4/2022	8:16 AM	75580	682	
Friday			75580	0	682
Saturday	3/5/2022		76275	695	
Saturday			76275	0	695



Sunday	3/6/2022		76970	695	
Sunday			76970	0	695
Monday	3/7/2022	8:30 AM	77665	695	
Monday			77665	0	695
Tuesday	3/8/2022	8:26 AM	78122	457	
Tuesday		3:02 PM	78175	53	510
Wednesday	3/9/2022	8:28 AM	78713	538	
Wednesday			78713	0	538
Thursday	3/10/2022	8:24 AM	79487	774	
Thursday			79487	0	774
Friday	3/11/2022	8:24 AM	80127	640	
Friday			80127	0	640
Saturday	3/12/2022		80910	783	
Saturday			80910	0	783
Sunday	3/13/2022		81693	783	
Sunday			81693	0	783
Monday	3/14/2022	8:18 AM	82478	785	
Monday			82478	0	785
Tuesday	3/15/2022	8:23 AM	83318	840	
Tuesday			83318	0	840
Wednesday	3/16/2022	8:18 AM	84128	810	
Wednesday			84128	0	810
Thursday	3/17/2022	8:35 AM	85028	900	
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Friday	3/18/2022	8:17 AM	85936	908	
Friday			85936	0	908
Saturday	3/19/2022		86784	848	
Saturday			86784	0	848
Sunday	3/20/2022		87632	848	
Sunday			87632	0	848
Monday	3/21/2022	10:34 AM	88482	850	
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Tuesday	3/22/2022	8:30 AM	89067	585	
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Wednesday	3/23/2022	8:33 AM	89614	547	
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Thursday	3/24/2022	8:28 AM	90235	621	
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Friday	3/25/2022	8:26 AM	90819	584	
Friday			90819	0	584
Saturday	3/26/2022		91981	1162	
Saturday			91981	0	1162
Sunday	3/27/2022		93143	1162	
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Monday	3/28/2022	8:24 AM	94305	1162	
Monday			94305	0	1162
Tuesday	3/29/2022	8:25 AM	95166	861	
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Wednesday	3/30/2022	8:14 AM	96118	952	
Wednesday			96118	0	952
Thursday	3/31/2022	8:27 AM	97308	1190	
Thursday			97308	0	1190
Friday	4/1/2022	8:19 AM	98244	936	
Friday			98244	0	936
Saturday	4/2/2022		99181	937	
Saturday			99181	0	937
Sunday	4/3/2022		100118	937	
Sunday			100118	0	937
Monday	4/4/2022	8:10 AM	101055	937	
Monday			101055	0	937
Tuesday	4/5/2022	9:57 AM	101818	763	
Tuesday			101818	0	763
Wednesday	4/6/2022	8:16 AM	102880	1062	
Wednesday			102880	0	1062
Thursday	4/7/2022	8:23 AM	103903	1023	
Thursday			103903	0	1023



# EXHIBIT J

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

SUNNYSIDE PARK UTILITIES, INC.,

an Idaho Corporation,

Petitioner,

vs.

DONALD SORRELLS, an individual,

Respondent.

**Case No. CV10-21-6624**

**MEMORANDUM DECISION ON  
RESPONDENT'S MOTION TO DISMISS**

**INTRODUCTION**

Before the Court is Respondent's Motion to Dismiss Petitioner's Petition for Declaratory Judgment. Petitioner is a water utility for a private business park. Respondent is the owner of buildings in the concerned business park serviced by Petitioner. Respondent's Motion provides affirmative defenses under Idaho Rules of Civil Procedure 12(b)(1) citing lack of subject matter jurisdiction and 12(b)(2) citing a failure to state a claim upon which relief can be granted.

Therefore, the crux of the immediate decision lies in the applicability of a party's duty to exhaust administrative remedies and this Court's subject matter jurisdiction over the concerning matters.

Following oral argument, the Court took this matter under advisement to issue a written opinion and address the issues at hand. Herein are the findings of the Court.

### FACTUAL AND PROCEDURAL BACKGROUND

In the matter before this Court, there has been no argument or disagreement between the parties regarding the underlying facts or occurrences described by Petitioner in its Petition for Declaratory Judgment. As such, the Court accepts and adopts the following points as described in the Petition.

Petitioner, Sunnyside Park Utilities, Inc., (hereinafter “Sunnyside”) is an Idaho corporation, organized and existing under the laws of the State of Idaho with its principal place of business in the County of Bonneville, State of Idaho, with the principal purpose of providing water and sewer service to commercial properties in Sunnyside Industrial and Professional Park according to the Sunnyside Park Utilities Rules and Regulations proffered and adopted by Sunnyside. *Petition* at ¶1. Sunnyside is a water corporation as defined by Idaho Sections 61-125 and 61-129. *Id.* At *Ex. E* p.2. Respondent, Donald Sorrells (hereinafter “Sorrells”) is the owner of Lot 4, Block 4, Sunnyside Industrial & Professional Park, located in Bonneville County, Idaho (hereinafter “the Property”). *Id.* at ¶2.

On August 23, 2018, Sunnyside issued a “Will Serve” letter to Sorrells, based on representations that Sorrells would install two (2) restrooms on the Property, with no other water or sewer needs. *Id.* at ¶3.

In October-November 2018, Sorrells obtained commercial building permits from Bonneville County to construct several buildings on the Property, only one of which was identified as requiring a sewer permit. *Id.* at ¶4. Sorrells was authorized to install only two (2) bathrooms



on the Property under the Bonneville County building permit and his agreement with Sunnyside. *Id.* However, Sorrells established additional connections, including but not limited to a washer/dryer connection, an RV septic connection, and ten (10) frost-free hydrants on multiple buildings on the Property. *Id.* at 5. Sorrells' installation of the additional water and septic connections was not authorized by Sunnyside and was not permitted by Bonneville County Zoning and Building Department. *Id.* at ¶6.

Following Sorrells' connection to the Sunnyside system, Sunnyside noted repeated instances where excessive discharge was directed into Sunnyside's septic system from Sorrells's Property. *Id.* at ¶7. Sunnyside notified Sorrells of these recurring issues and was routinely assured that the problem would be addressed. *Id.*

On or about August 21, 2019, Sunnyside sent a notice of violation to Sorrells regarding the additional connections. *Id.* at ¶8. Sunnyside alleged that Sorrells was in direct violation of the multiple sections of the Sunnyside Park Utility Rules and Regulations (hereinafter "Rules and Regulations"). Along with the notice of violation, Sunnyside identified a defective toilet that was discharging a continuous flow into the Sunnyside system. *Id.* Sunnyside requested remediation of the defective toilet and indicated that services would be terminated if not repaired. *Id.*

On or about September 5, 2019, a second notice was sent to Sorrells' regarding a constant flow of discharge coming from Sorrell's Property. In addition to the notice, Sunnyside again requested that Sorrells remedy the problem. *Id.* at ¶9.

On or about February 12, 2021, Sunnyside sent a third notice of violation of Rules and Regulations through counsel, in which it requested that the frost-free hydrants be removed and that a cement plug be placed in the RV septic system dump sewer line. *Id.* at ¶10.

Based on a belief that the Sorrells was acting in good faith in negotiating a compromise, Sunnyside did not immediately terminate services to Sorrells' property. *Id.* at ¶11. Sunnyside believed that the RV septic system dump sewer line had been plugged, but Sunnyside has not been allowed to verify this fact directly. *Id.*

On April 5, 2021, counsel for Sorrells submitted a letter stating that "the toilet drainage/leaking issue has been remedied." *Id.* at ¶12.

On April 16, 2021, counsel for Sunnyside identified numerous legal requirements with which Sorrells failed to comply, including the following: (1) failure to provide an inspection and certification report by a licensed Idaho Professional Engineer stating that the water and sewer lines were up to county standards; (2) failure to provide as-built drawings for the water and sewer lines for all buildings; (3) failure to identify changes to site plans submitted to the Bonneville County Public Works Department; (4) failure to provide Sunnyside Park Utilities with the architectural plans for Buildings 2-5; (5) failure to provide evidence of an appropriate backflow prevention device; and (6) failure to allow Sunnyside to inspect the water and sewer service lines prior to covering. *Id.* at ¶13.

On June 17, 2021, a water meter was installed at Sunnyside's cost to monitor water consumption on Sorrell's Property. The water meter remains the property of Sunnyside. *Id.* at ¶14.

On October 25, 2021, at approximately 9:30 p.m., Sunnyside discovered that Sorrells' toilet was again continuously running and discharging into the Sunnyside system. *Id.* at ¶15. As a result, Sunnyside shut off water to the Property to prevent the continuous flow from overloading the septic system. *Id.*

On October 26, 2021, counsel for Sunnyside informed counsel for Sorrells of the repeated excessive discharge issue and stated that “water will be turned back on when proof is provided that a new toilet has been installed and a monitoring plan acceptable to Sunnyside Park Utilities is submitted by Mr. Sorrells on how he will manage his sewage discharge in the future.” *Id.* at ¶16.

During the evening of October 26, 2021, Sunnyside again noticed excessive discharge into its septic system and found that Sorrells, or his agent, had turned on the water without Sunnyside’s authorization. *Id.* at ¶17. Sunnyside again turned off the water and installed a lock on the water meter to prevent Sorrells from restarting the water until Sorrells verified that the problem had been remedied and would no longer risk overloading the Sunnyside septic system. *Id.*

On October 27, 2021, Sorrells sent a text message to Sunnyside, stating in part: “...this is a formal notice that if you or anyone representing you enters my property for any reason again you will be removed by force if necessary. The water meter is fully owned and paid for by me and is on my property. Do not TOUCH AGAIN!! The toilets have been repaired and there is no water flow. BACK OFF!!!” *Id.* at ¶18.

On October 27, 2021, Finish Line Plumbing, Inc., invoiced Sorrells \$471.90 to repair the leaking toilet. *Id.* at ¶19.

On October 27, 2021, counsel for Sorrells notified counsel for Sunnyside that the toilet had again been repaired and requested that water service resume immediately. *Id.* at ¶20. Upon receipt of this request, Sunnyside went to the water meter to resume service and found that Sunnyside’s lock had been removed, the water had again been turned on without authorization, and a new lock had been placed to prevent Sunnyside from being able to turn off the water at Sunnyside’s water meter. *Id.* at ¶21.



On October 29, 2021, counsel for Sunnyside provided a notice to Sorrells' counsel that water service would be terminated based upon Sorrells' interference with Sunnyside's access to the water meter by means of the unauthorized lock and threats to forcibly remove any representative of Sunnyside who attempted to access the meter as allowed under Idaho Public Utilities Commission regulations set forth in IDAPA 31.21.01.602.01 and IDAPA 31.21.01.302.01(e). *Id.* at ¶22.

On November 1, 2021, counsel for Sorrells stated that the lock would be removed "on condition that [Sunnyside] follow the rules for notice provided in [Sunnyside's] own rules and regulations in the future." *Id.* at ¶23. As of the date of the Petition's filing, the lock had not been removed, and Sorrells had not rescinded his threats of forcible removal. *Id.*

Since the October 27, 2021 toilet repair, Sunnyside has conducted daily readings of the water meter and daily inspections of the sewer discharge from Sorrells' Property. *Id.* at ¶24. Between the evening of October 29, 2021, and the morning of November 9, 2021, a total of 12,168 gallons were consumed by the Sorrells property, which averages out to nearly 50 gallons per hour for a property that was only authorized to have two restrooms. *Id.* at ¶25.

On November 2, 2021, Sunnyside notified Sorrells' contractor regarding the excessive consumption of water and was informed that a frost-free hydrant was leaking and was in the process of being repaired. *Id.* at ¶26. Sorrells' contractor was unaware of the extent of the leak, as only a minor leak is noticeable from the hydrant itself. Sorrells' contractor turned off the water line to the hydrants and informed Sorrells of the leak. *Id.* Sorrells informed the contractor that Sorrells would continue to use the water service and allow tenants or agent(s) to regulate the water to the hydrants as needed. *Id.*

It appears the water was shut off during the evenings between November 2-3 and 3-4, but otherwise, the leak has continued unabated based upon water meter readings. *Id.* at ¶29.

Pursuant to Rules and Regulations, Article II, Section 4(e), Sunnyside prohibits the discharge of unusual or excessive volume of flow or concentration of wastes. *Id.* at ¶30.

Pursuant to the Third Party Beneficiary Utility Agreement, recorded as Bonneville County Instrument No. 1272911, Section 4, “[Sunnyside] shall have the right to install on the premises of each of the individual buildings, and other improvements a water meter to be maintained by [Sunnyside] through which all water supplied to the consumer shall pass and to which [Sunnyside] shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair.” *Id.* at ¶32.

On December 20, 2021, Sorrells filed Respondent’s Motion to Dismiss.

On February 24, this Court heard oral argument on Respondent’s Motion to Dismiss and, following the hearing, took the matter under advisement to issue a written decision in this matter in due course.

#### STANDARD OF REVIEW

A 12(b)(6) motion looks only at the pleadings to determine whether a claim for relief has been stated. *Taylor v. McNichols*, 149 Idaho 826, 833, 243 P.3d 642, 649 (2010). “The issue is not whether the plaintiff will ultimately prevail, but whether the party is entitled to offer evidence to support the claims.” *ABC Agra, LLC v. Critical Access Grp., Inc.*, 156 Idaho 781, 783, 331 P.3d 523, 525 (2014). “A motion to dismiss for failure to state a claim should not be granted unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim that would

entitle the plaintiff to relief.” *Clark v. Jones Gledhill Fuhrman Gourley, P.A.*, 163 Idaho 215, 220, 409 P.3d 795, 800 (2017).

“The grounds for a Rule 12(b)(6) dismissal comprise only the pleadings and no more.” *Taylor*, 149 Idaho 833. “Idaho Rules of Civil Procedure Rule 8 requires a complaint to contain a short and plain statement of the claim showing that the pleader is entitled to relief.” *Idaho Wool Growers Ass'n, Inc. v. State*, 154 Idaho 716, 720, 302 P.3d 341, 345 (2012). Further, the District Court draws all reasonable inferences in favor of the non-moving party. *Id.* Therefore, “[u]nder Rule 12(b)(6), after viewing all facts and inferences from the record in favor of the non-moving party, the Court will ask whether a claim for relief has been stated. *Munden v. Bannock Cty.*, No. 47978, 2022 WL 386057, at \*6 (Idaho Feb. 9, 2022). “Dismissal for failure to state a claim should not be granted unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim that would entitle him to relief.” *Id.*

Pertaining to the underlying Petition, “[a] declaratory judgment can only be rendered in a case where an actual or justiciable controversy exists.” *Harris v. Cassia Cty.*, 106 Idaho 513, 516, 681 P.2d 988, 991 (1984). “A justiciable controversy must be a real and substantial controversy admitting of specific relief through a decree of a conclusive character, as distinguished from an opinion advising what the law would be upon a hypothetical state of facts. *Ada Cty. Highway Dist. v. Idaho Pub. Utilities Comm'n*, 151 Idaho 1, 4, 253 P.3d 675, 678 (2011). “Idaho has adopted the constitutionally based federal justiciability standard.” *Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 869, 406 P.3d 878, 881 (2017). “Standing is an essential element of a justiciable claim [and] requires (1) a distinct injury in fact, (2) fairly traceable to the conduct from which a plaintiff seeks relief, and (3) a substantial likelihood that the requested relief will remedy



or prevent the injury.” *Id.* Further, “[t]he controversy must be definite and concrete, touching the legal relations of parties having adverse legal interests.” *Harris*, 106 Idaho 516.

Under Idaho Admin. Code r. 31.21.01.009, the Public Utilities Commission “reserves the authority to issue orders interpreting these rules and utility tariffs and resolving formal complaints.”

In reaching its decision on a motion to dismiss, the court does not consider the total record in the underlying matter before it; instead, considering only the pleadings of the immediate concerning matter. If the court were to consider the record in its totality, it would engage in a summary judgment analysis instead of analysis under Rule 12(b)(6). *Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 872, 406 P.3d 878, 884 (2017). “A court can dismiss an action under Rule 12(b)(6) if it considers only the complaint, despite whether a party has submitted additional materials to the record.” *Id.*

Sorrells further pleads an affirmative defense under Idaho Rule of Civil Procedure 12(b)(1), asserting that this Court does not have subject matter jurisdiction over matters involving a public water utility. “Jurisdiction over the subject matter is the right of the court to exercise judicial power over that class of cases; not the particular case before it, but rather the abstract power to try a case of the kind or character of the one pending; and not whether the particular case is one that presents a cause of action, or under the particular facts is triable before the court in which it is pending, because of some of the inherent facts that exist and may be developed during trial. *Troupis v. Summer*, 148 Idaho 77, 79–80, 218 P.3d 1138, 1140–41 (2009). Article V, § 20 of the Idaho Constitution provides that the district court shall have original jurisdiction to hear all cases, both at law and in equity. *Bach v. Miller*, 144 Idaho 142, 145, 158 P.3d 305, 308 (2007). District Courts in Idaho have adopted a presumption that District Courts are courts of general

jurisdiction and therefore “have subject matter jurisdiction unless a party can show otherwise.” *Troupis*, 148 Idaho 80. (citing *Borah v. McCandless*, 147 Idaho 73, 78, 205 P.3d 1209, 1214 (2009)).

### ANALYSIS

Sunnyside’s Petition includes a prayer for relief on two primary issues. First, Sunnyside requests the Court for a Declaratory Judgment “[d]eclaring that Sorrells is a persistent and continued violator of the Rules and Regulations applicable to the subject property.” *Petition* at 9. Further, Sunnyside prays for a Declaratory Judgment from this Court “[d]eclaring that Sorrells is in violation of IDAPA 31.21.01.602.01, by reason of his interference with [Sunnyside]’s access to [Sunnyside]’s water meter and by his willfully wasting water provided by [Sunnyside].” *Id.*

In response, Sorrells articulates affirmative defenses to the underlying Petition for Declaratory Judgment wherein he motions to dismiss the Petition in its entirety through the application of affirmative defenses. Sorrells’ affirmative defenses have a basis arising from and existing within Idaho Rule of Civil Procedure 12(b) and center around Sunnyside’s choice not to seek administrative remedies through the Idaho Public Utilities Commission (IPUC) before seeking a Declaratory Judgment by this Court. The first affirmative defense relies on this Court not having subject-matter jurisdiction, and the second affirmative defense for Sunnyside’s failure to state a claim upon which relief can be granted.

In response to Sorrells’ Motion to Dismiss, Sunnyside principally argues that the duty to exhaust all administrative remedies does not apply in this circumstance.

Sunnyside further argues that exhaustion of administrative remedies requires a precipitating agency action and that in the underlying matter, there has not been a precipitating action on the part of any agency or commission.

This Court will take up the dismissal of Sunnyside's principal prayers for relief separately below.

**1. SUNNYSIDE PROVIDED SUFFICIENT PLEADINGS WHEREBY  
PLAINTIFF MAY YET PROVE A SET OF FACTS IN SUPPORT OF ITS  
CLAIM THAT WOULD ENTITLE IT TO RELIEF.**

In its Petition, Sunnyside seeks a Declaratory Judgment declaring Sorrells a persistent and continuing violator of the Sunnyside Park Utility Rules and Regulations applicable to the subject property. Thereby, this Court must determine if the District Court has subject matter jurisdiction over these matters and whether Sunnyside's Petition sufficiently stated a claim upon which relief might be granted. "Generally, in determining whether to grant a declaratory judgment, the criteria is whether it will clarify and settle the legal relations at issue, and whether such declaration will afford a leave from uncertainty and controversy giving rise to the proceeding." *Schneider v. Howe*, 142 Idaho 767, 773, 133 P.3d 1232, 1238 (2006).

Nevertheless, in a motion to dismiss under Idaho Rule of Civil Procedure 12(b), the Court may only consider the pleadings before the Court. It may not consider extrinsic evidence or the entirety of the underlying record in the matter and must draw all inferences in favor of the non-moving party. Therefore, the issue for the Court at this stage is whether it appears beyond a doubt that Sunnyside can prove no set of facts in support of its claim that would entitle Sunnyside to relief based solely upon the facial analysis of the pleadings before the Court. Further, through its Petition for Declaratory Judgment, Sunnyside's pleadings must sufficiently support a justiciable



controversy that must be definite and concrete, touching the legal relations of parties having adverse legal interests. This provides Sunnyside, as the Petitioner, with a relatively low requirement to survive Sorrells' Motion to Dismiss the Petition.

Here, Sunnyside alleges that Sorrells is a "persistent and continuing violator of the Rules and Regulations applicable to the subject property." *Petition* at 9. In its Petition, Sunnyside presents multiple claims of Sorrells violating the Rules and Regulations of the subject property. *Petition* at ¶¶ 31-36. The Court finds Sunnyside has provided pleadings that address a justiciable controversy of concrete happenings and not simply the possibility of a hypothetical occurrence regarding violations of the Rules and Regulations of the subject property.

The Court further finds that the pleadings touch upon the relation of the parties having adverse legal interests. Here, Sunnyside is the public water utility, and Sorrells is the commercial water customer. If Sunnyside can present further evidence in a later hearing to whereby prove the allegations upon which it will be entitled to relief, that relief will be directly adverse to the legal interests of Sorrells as a commercial customer in that Sunnyside desires to terminate utility services to Sorrells buildings and places of business.

In drawing all inferences in favor of the non-moving party, it is the findings of this Court that, at this stage of the litigation, Sunnyside has provided sufficient pleadings to show that there exists the possibility that Sunnyside may present further facts and evidence sufficient to prove the support of its claim for persistent violations of the Sunnyside Park Utility Rules and Regulations. The District Court is a court of general jurisdiction and therefore "maintains a presumption that it has subject matter jurisdiction unless a party can show otherwise." *Troupis*, 148 Idaho 80. Here, the alleged violation is based upon the Sunnyside Park Utility Rules and Regulations and is not based on Idaho Administrative Rules. Therefore, it is the finding of this Court that Sorrells'

Motion to Dismiss is Denied in part as it pertains to Sunnyside's first enumerated prayer for relief concerning Sorrells being a "persistent and continuing violator of the [Sunnyside Park Utilities] Rules and Regulations pertaining to the subject property." *Petition* at 9.

2. IDAHO PUBLIC UTILITIES COMMISSION RETAINS ORIGINAL  
JURISDICTION OVER INTERPRETING RULES AND RESOLVING  
FORMAL COMPLAINTS WHEREIN IDAHO WATER  
CORPORATIONS ARE CONCERNED.

The second issue in Sunnyside's prayer concerns Sorrells' violation of applicable Idaho Administrative Code provisions. As argued in Sorrells' Motion to Dismiss, the concerning issue is whether the District Court has subject-matter jurisdiction over the enforcement of the alleged violations of the Idaho Administrative Code provisions listed in Sunnyside's Petition and Sorrells' Motion.

Under Idaho Code § 61-125, "[t]he term water corporation when used in this act includes every corporation or person, their lessees, trustees, receivers or trustees, appointed by any court whatsoever, owning, controlling, operating or managing any water system for compensation within this state." Further, under Idaho Code Ann. § 61-129, "[t]he term public utility when used in this act includes every common carrier, pipeline corporation, gas corporation, electrical corporation, telephone corporation and water corporation, as those terms are defined in this chapter, and each thereof is hereby declared to be a public utility and to be subject to the jurisdiction, control and regulation of the commission and to the provisions of this act." Finally, under Idaho Admin. Code r. 31.21.01.009, "[t]he Commission reserves the authority to issue orders interpreting these rules and utility tariffs, and resolving formal complaints."

Sunnyside prays the Court for Declaratory Judgment “declaring that Sorrells is in violation of Idaho Admin Code r. 31.21.01.602.01, by reason of his interference with Sunnyside’s access to Sunnyside’s water meter and by his willfully wasting water provided by Sunnyside.

It is undisputed between the parties that Sunnyside is a water corporation incorporated within and under the statutes of the state of Idaho. Under Idaho provisions, all water corporations incorporated in Idaho are declared to be public utilities and therefore subject to the “jurisdiction, control and regulation of the [IPUC] and to the provisions of this act.” I.C. § 61-129. Further, the [IPUC] specifically reserves the authority to issue orders interpreting rules pertaining to public utilities and therein resolving formal complaints. Idaho Admin Code r. 31.21.01.009. Sunnyside is a water corporation and therefore operation as a public utility and is subject to the original subject matter of jurisdiction of the IPUC.

Therefore, in the matter concerning whether Sunnyside is in Violation of Idaho Admin Code r. 31.21.01.602.01, it is the finding of this Court that the District Court does not have subject matter jurisdiction over this matter and that the IPUC specifically reserves and therein retains the authority in this matter to reach a final judgment in the matter. Consistent with the findings of this Court, Sorrells’ Motion to Dismiss for lack of subject matter jurisdiction is therefore GRANTED in part pursuant to Idaho Rules of Civil Procedure 12(b)(1).

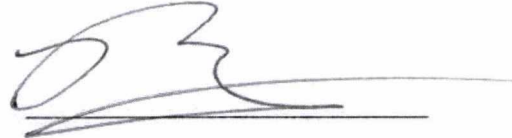


**CONCLUSION**

HEREBY, it is the finding of the Court that Sorrells' Motion to Dismiss is GRANTED in part and DENIED in part consistent with findings of this Court above.

**IT IS SO ORDERED.**

Dated this 15 day of March 2022.

A handwritten signature in black ink, appearing to read 'B. Pickett', with a horizontal line underneath.

Bruce L. Pickett  
District Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 2, 2022, the foregoing MEMORANDUM DECISION was entered, and a true and correct copy was served upon the parties listed below by mailing, with the correct postage thereon, or by causing the same to be delivered to their courthouse boxes

Counsel for PETITIONER:

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Counsel for RESPONDENT:


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Penny Manning

Clerk of the District Court

Bonneville County, Idaho

By  \_\_\_\_\_

Deputy Clerk

# EXHIBIT K



**HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC**

SEWARD H. FRENCH (1941-1984) TED C. SPRINGER (1943-1984) WILLIS B. BENJAMIN (1939-1999)

March 8, 2022

PAUL B. RIPPEL  
E-MAIL [pbr@hopkinsroden.com](mailto:pbr@hopkinsroden.com)Mark Fuller  
FULLER & BECK LAW OFFICES, PLLC  
410 Memorial Drive, Ste. 201  
P.O. Box 50935  
Idaho Falls, ID 83405

Re: March 3, 2022 Letter of Intention to Terminate Services

Dear Mark:

We have received your letter dated March 3, 2022, to our client, Donald Sorrells, regarding Sunnyside Park Utilities' intention to terminate water services to the property at 3887 S. American Way, Idaho Falls, ID 83402. The letter identified the grounds for termination of services as alleged violations of IDAPA 31.21.01.300 et seq. As you recall, the Court dismissed your client's request for declaratory judgment relating to IDAPA and found such interpretations and determinations within the original jurisdiction of the IPUC. However, upon conferring with the IPUC earlier today, it has been made known to us that IPUC interprets the aforementioned rules and regulations as not applicable to SPU, and that IPUC deems SPU a "nonregulated utility." It is our understanding that IPUC has informed you of this position as well.

Given the above, we do not believe that alleged violations of IDAPA 31.21.01.300 et seq. constitute grounds for termination of services. Termination of water services must be determined against SPU's own rules and regulations. We therefore read your March 3, 2022 letter as notice of intent to terminate services pursuant to SPU's own rules and regulations. The issue of whether Mr. Sorrells is a "persistent and continuing violator" of SPU's rules and regulations is pending before the Court. We therefore request that your client agree not to terminate water or sewer services to the subject property until the

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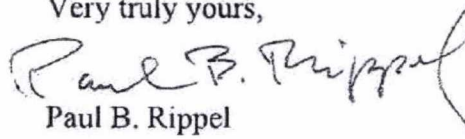
599 WEST BANNOCK • PO BOX 2110 BOISE, ID 83703-2110. (208) 336-7930 • FAX (208) 336-8154 • WWW.HOPKINSRODEN.COM

Mark Fuller  
March 8, 2022  
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Court has entered a judgment in this matter. Please indicate whether your client will agree to not terminate services by no later than noon tomorrow, March 9, 2022. If we have not heard from you by the aforementioned time we will be forced to seek a temporary restraining order to maintain the status quo during the course of litigation. We believe it is mutually and financially beneficial to agree to withhold terminating services without getting the Court involved.

I look forward to your prompt attention to this matter.

Very truly yours,

A handwritten signature in black ink that reads "Paul B. Rippel". The signature is written in a cursive style with a long, sweeping tail on the letter "l".

Paul B. Rippel

# EXHIBIT L



Doyle Beck  
Invoice

8/3/21

Jon Gregory  
PO Box 1296  
Blackfoot, ID 83221  
208.709.6337

Don Sorrells Project  
3887 S. American Way  
Meter pit and fittings  
Flange meter

\$ 2,218.83  
\$ 746.32  
\$ 2,965.15

Paid in full