# City Council Meeting

## Agenda

680 Park Avenue
Idaho Falls, ID 83402

**Thursday, February 25, 2021** | **7:30 PM** | **City Council Chambers**

Thank you for your interest in City Government. In response to the COVID-19 crisis, and in compliance with the Idaho Rebounds Stage 3 Order, which recommends avoidance of public gatherings, the City of Idaho Falls hereby provides reasonable means for citizens to participate in the above-noticed meeting. The City believes strongly in public participation and has therefore identified the following ways to participate in this meeting:

**General Meeting Participation.**

**1.** Livestream on the Internet. The public may view the meeting at www.idahofallsidaho.gov. Meetings are also archived for later viewing on the City's website.

**2.** Email. Public comments may be shared with the Mayor and members of the City Council via email at any time. Electronic addresses for elected officials are located at https://www.idahofallsidaho.gov/398/City-Council.

**3.** In-person attendance. The public may view the meeting from the Council Chambers, or, if the Chambers are full, via livestream in a nearby room. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers and in a nearby overflow room. Such seating is available on a first-come, first-served basis. Citizens are required to wear face masks for the protection of others.

Please be aware that an amendment to this agenda may be made in the meeting upon passage of a motion that states the reason for the amendment and the good faith reason why the desired change was not included in the original agenda posting. All regularly scheduled City Council Meetings are live-streamed and then archived on the city website (barring electronic failure). If communication aids, services or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or the ADA Coordinator Lisa Farris at 208-612-8323 as soon as possible so they can seek to accommodate your needs.

**1. Call to Order.**

**2. Pledge of Allegiance.**

**3. Public Comment.**

Temporarily suspended - see above.

**4. Consent Agenda.**

Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.

**A. Municipal Services:**

**1)** Minutes from the February 8, 2021 Legislative Discussion; February 9, 2021 Council Work Session; and February 11, 2021 Council Meeting

**2)** License Applications, all carrying the required approvals

***Recommended Action:***
Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented

(or take other action deemed appropriate).

**5. Regular Agenda.**

**A. Idaho Falls Power**

**1)** IF21-17 Bid Award to Intermountain Electronics, Inc. for Idaho Falls Power Paine Substation Control Building **21-025**

Idaho Falls Power solicited bids from qualified contractors to provide a control building for the new Paine Substation. We received four bids and the lowest priced bidder was determined to be non-responsive by the City Attorney because they could not meet time requirements listed in the bid documents. Intermountain Electronics, Inc. was the lowest responsive, responsible bidder. The Engineer's estimated cost was for $200,000.

***Recommended Action:***

Approve this bid award to Intermountain Electronics, Inc. of Price, Utah for a not-to-exceed amount of $217,575.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** IF21-17 Intermountain Electronics, Inc Agreement for Idaho Falls Power Paine Sub Control Bldg

**B. Municipal Services**

**1)** Resolution to Approve Inter-Departmental Loan Policy **21-009**

Resolution 2020-27 approved the Inter-Department Direct Loan Policy for the purposes of providing direct loans for the Idaho Falls Airport and Parks and Recreation Departments. This resolution only included direct loans and did not address the negative cash balance section of the policy. During the Monday, January 25, 2021 work session, the Finance Team reviewed language updates to the negative cash balance section of the policy, with an effective date of October 1, 2021.

***Recommended Action:***

Approve the resolution to memorialize the Inter-Department Loan Policy for the purpose of assisting City Departments in achieving long-term financial success and planning, and give authorization for the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

**Attachments:** Resolution and Interdepartmental Loan Policy.pdf

**2)** Ordinance, Amend Idaho Falls City Code, Title 1, Chapter 9, Section 2, Bonding Requirements **21-020**

Idaho Code Section 50-204 requires the Clerk and Treasurer to be bonded before performing their duties for the City. A blanket bond is provided by the City's liability provider, Idaho County Risk Management Program (ICRMP) for all officials, officers, and employees required to provide such a bond under Idaho Code 59-408.This ordinance amendment reduces the number of City officers and employees required to be bonded in order to align City Code with current City practice and with current City liability coverage.

***Recommended Action:***

Approve the ordinance amending Title 1, Chapter 9, Section 2 bonding requirements under a suspension of the rules requiring three complete and separate readings and request that it be read by title, reject the ordinance or take other action deemed appropriate.

**Attachments:** Ordinance - Title 1 Ch 2 Sec 9 Bond Requirements 2.17.21.pdf

**3)** Resolution to relinquish all Claims and Liens for Treasurer's Tax Deed No. 0584870 **21-028**

Treasurer's Tax Deed No. 0584870 was issued by the City Treasurer on November 18, 1977 and recorded as a local improvement district tax deed in the amount of $174.64 for property located at 366 Park Avenue, lots 7 and 8, Block 26, Railroad Addition. Mr. Crofts has paid the total outstanding balance of the Local Improvement tax lien filed by the City against the property.

***Recommended Action:***

Approve the resolution to relinquish all claims and liens for Treasurer's Tax Deed No. 0584870 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

**Attachments:** MS_QuitClaim Deed for Tax Deed 0584870.pdf

## C. Public Works

**1)** Development Agreement for Southeast Townhomes Division No. 1, within the City of Ammon **21-021**

Southeast Townhomes, Division No. 1 is a development within the City of Ammon immediately adjacent to Hitt Road (25th East) south of Sunnyside Road. This Development Agreement identifies developer responsibilities including the design and construction of road improvements for Hitt Road (25th East). Specific requirements are covered within the Special Conditions included within Exhibit B of the agreement.

***Recommended Action:***

Approval of Southeast Townhomes Division No. 1 Development Agreement; and, authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

**Attachments:** Southeastern Townhomes Dev Agreement.pdf

**2)** Easement Vacation - Lots 8-13, Block 1, Division 2 of Chaffin Addition **21-022**

Attached for consideration is an ordinance for easement vacations covering Lots 8-13, Block 1, Division 2 of the Chaffin Addition for the purpose of better facilitating development of the property.

***Recommended Action:***

Approve the Easement Vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

**Attachments:** Chaffin Easement Vacation .pdf

**3)** 17th Street and Woodruff Avenue Intersection Improvement Right-of-Way Agreement. **21-023**

Please find attached for execution a right-of-way agreement with the Roman Catholic Diocese of Boise for the sale of property to accommodate improvements to the 17th Street and Woodruff Avenue Intersection project. The purchase value was negotiated and involves Parcel 16 for $279,411.00.

***Recommended Action:***

Approval of the 17th Street and Woodruff Avenue Intersection Improvement Right-of-Way Agreement; and, authorization for the Mayor and City Clerk to sign the document or take other action as deemed appropriate.

**Description, Background Information & Purpose**

**Attachments:** Right of Way Agreement.pdf

**4)** Resolution - Condemnation of Properties for the 17th Street and Woodruff Avenue Intersection Improvement Project **21-024**

The 17th Street and Woodruff Avenue intersection improvement project has been programmed and includes design and construction funds to address capacity and safety issues at this major intersection. Proposed improvements to add turn lanes require that additional right-of-way be purchased to construct the project. With the support of the City Council, Public Works staff have negotiated with the property owner and made fair-market offers to purchase needed right-of-way, but have been unable to reach agreement for the parcels included within the resolution. Therefore, it is recommended that the city exercise its eminent domain authority to acquire necessary right-of-way to complete the proposed intersection improvements.

***Recommended Action:***

Approval of the resolution and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

**Attachments:** Resolution for Condemnation - Project A014 (024) (002).pdf

**6. Announcements.**

**7. Adjournment.**

**February 8, 2021 Legislative Session - Unapproved**

The City Council of the City of Idaho Falls met in Legislative Session, Monday, February 8, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 4:00 p.m.

Call to Order and Roll Call:
There were present:
Mayor Rebecca L. Noah Casper
Councilor John Radford (via WebEx)
Councilor Thomas Hally
Councilor Jim Freeman (via WebEx)
Councilor Jim Francis
Councilor Shelly Smede

Absent:
Council President Michelle Ziel-Dingman

Also present:
Pamela Alexander, Municipal Services Director
Duane Nelson, Fire Chief
Robert Wright, Library Director
Bear Prairie, Idaho Falls Power Director (via WebEx)
Brad Cramer, Community Development Services Director (via WebEx)
Bryce Johnson, Police Chief (via WebEx)
Chris Fredericksen, Public Works Director (via WebEx)
Josh Roos, Treasurer (via WebEx)
Mark Hagedorn, Controller
Carla Bruington, Executive Assistant to the Mayor (via WebEx)
Dana Briggs, Economic Development Coordinator
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper described Operation Cupid Heart to Heart, a valentine service opportunity for the community's elderly population. She will distribute additional information as requested.

Discussion of State Legislative Proposals impacting the City of Idaho Falls and determination of City response, if any:
Mayor Casper indicated several proposed legislative bills will affect Municipal Services as well as other General Fund departments. She noted the State website has a bill tracker feature. This tracker feature details the text of the bill, the status of the bill, and who sponsored the bill. Mayor Casper briefly reviewed the following House Bills (HB) and Senate Bills (SB), including support or opposition from the Association of Idaho Cities (AIC), with general comments throughout: Disaster Declarations, Boards of Health, City Orders/Health and others, Eminent Domain – Limitation/Urban Renewal, Electronic Notices (Mayor Casper stated this bill passed the House State Affairs Committee in spite of heavy opposition from the newspaper industry; Director Cramer noted this will not affect the mailing of notices for Local Land Use items; and Director Alexander stated $27,792 was paid to the Post Register in the previous year for legal notices), Peace Officer Standards Training (POST) Funding – Liquor Fund, Psychoactive Drugs – Constitutional Amendment (brief discussion followed regarding amendments to the Constitution, Councilor Radford noted small doses of psychoactive drugs may be U.S. Food and Drug Administration (FDA) approved in the future for specific ailments/issues), City Advisory Ballot, Libraries/Library Boards (Director Wright believes this is to separate Libraries from politics, he requested support from the Mayor and the elected officials), Liquor Licensing

(liquor licenses are currently issued based on population, Mayor Casper stated this is problematic economically for small cities), Water Quality, Heavy Trucks, Imagine Idaho Broadband (Mayor Casper believes this mirrors electricity and has become a necessity), Monuments and Memorials – Legislative Approval, Bond Levy Elections/Disclosures, Municipalities and Bankruptcy, Business Licensing (brief discussion followed regarding those individuals under 18 years old who may have a City license), Impact Fees, Local Government – Uniform Accounting (Mr. Hagedorn believes this a transparency issue versus an accounting standard, and it would not affect the audit although it would be more complicated; Director Alexander believes this is a trend within government), and Property Taxes/Taxing District Budgets (Mayor Casper stated this would put a cap on incoming monies, and would diminish the ability to meet the needs that are incurred with new growth. She briefly reviewed AIC proposals. She noted property taxes are only one (1) leg of the stool along with sales tax and income tax. Mr. Hagedorn stated this bill would be financially crippling to the City, budget cuts would have to occur each year, it would be necessary to take the foregone money, and Idaho does not have a Local Option Sales Tax. Discussion followed including preferred communication to the State legislators.).

There being no further business, the meeting adjourned at 5:54 p.m.

_____ _____

Kathy Hampton, City Clerk Rebecca L. Noah Casper, Mayor

**February 9, 2021 Work Session - Unapproved**

The City Council of the City of Idaho Falls met in Council Work Session, Tuesday, February 9, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:15 a.m.

Call to Order and Roll Call:
There were present:
Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman (via WebEx)
Councilor John Radford (via WebEx)
Councilor Thomas Hally
Councilor Jim Freeman (via WebEx)
Councilor Jim Francis
Councilor Shelly Smede (via WebEx)

Also present:
Pamela Alexander, Municipal Services Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 7:15 p.m. with the following items:

Acceptance and/or Receipt of Minutes:
It was moved by Councilor Francis, seconded by Councilor Hally, that Council receive the recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Calendars, Announcements and Reports:
February 17, City offices closed for Presidents Day

Mayor Casper noted, due to her absence, Council President Dingman will be leading the February 11 Council Meeting.

Liaison Reports and Council Concerns:
Council President Dingman had no items to report.
Councilor Freeman had no items to report.
Councilor Smede had no items to report.
Councilor Radford had no items to report.
Councilor Hally stated the Idaho Falls Fire Department (IFFD) ladder truck will be received in March.
Councilor Francis had no items to report.

Coronavirus (COVID-19) Update:
Mayor Casper stated there were 449 cases State-wide, 64 cases in the Eastern Idaho Public Health (EIPH) District, and 29 cases in Bonneville County. This continues to be a lower case rate and as a result, the number of active cases has decreased. The rate per 10,000 in Bonneville County has decreased below the ten (10) active cases. Due to this lower active cases being achieved for two (2) weeks in a row, Bonneville County has moved from the Moderate Risk level to the Minimal Risk level. Mayor Casper indicated there are several changes from the Moderate Risk to the Minimal Risk although the most notable change is the lack of a mask mandate requirement. She stated it has been suggested that mask wearing should continue. She also stated vaccinations are continuing. She noted IFFD Fire Chief Duane Nelson stated 300 vaccinations could be delivered a day, although only approximately 80 doses are being

received weekly; Idaho is receiving fewer doses than expected; and the vaccination plan with EIPH has been modified.

Reconsideration of Resolution 2020-29 and possible action to amend or rescind:
Council President Dingman indicated several business owners closed their businesses due to the resolution passed by the Council in November 2020 (Resolution 2020-29) as the business owners believed they would be cited with a misdemeanor if the six-foot social distancing could not be maintained. She does not believe this was the intent of the resolution. She believes the intent was to communicate a variety of things – that Council was in support of COVID mitigation strategies (at that time there were hundreds of cases); was attempting to prevent super-spreader events (prior to the holidays); and was communicating the support of governing bodies (the governor's office and EIPH) while realizing the hospitals were overwhelmed. Council President Dingman believes the result of this resolution was mixed. She also believes this resolution continued to muddy the waters in regard to law enforcement as no citations were issued for public events, and the post-holiday COVID spike did not occur. Council President Dingman stated EIPH, the governor's office, and the school districts have modified their orders and policies since the passage of the resolution. She indicated she is in favor of rescinding the resolution or thoughtfully re-doing the resolution as she hates to see this confusion continue. Councilor Francis stated he agrees with Council President Dingman on many respects. He believes paragraphs 2, 3, and 4 should be rescinded from the resolution which references Stage 2 Orders from Governor Brad Little, which is no longer in effect and may cause confusion for the Parks and Recreation (P&R) Department. He expressed his concern for P&R. He suggested keeping a portion of paragraph 1 to support the EIPH Regional Response Plan. He understands the EIPH Regional Response Plan is a direction. Councilor Freeman suggested removing the first four (4) WHEREAS statements from the resolution. He also agrees to strike-out paragraphs 2, 3, and 4. Councilor Smede believes the Council should be flexible and upcoming situations should be addressed as they occur. She also believes Resolution 2020-29 should be rescinded and a new resolution be approved. Councilor Radford believes the resolution should be modified versus rescinding. He does not believe a resolution will have the same impact as an ordinance. Per Council President Dingman, Mr. Fife explained an ordinance is a statement of law by the governing board that applies to everyone within the jurisdiction with the potential for a misdemeanor, infraction, or civil fine; and a resolution is a statement of intent by the governing board which does not have the effective law although it has the effective persuasion and is the Council's view/statement/opinion of process or policy. He also noted a resolution can be effective immediately. Council President Dingman believes the conversation has been framed that the resolution is an ordinance. She does not believe amending the resolution will have much impact. She also believes rescinding the resolution falls in line with the other governing bodies. Councilor Radford believes that rescinding the resolution will give a message that the Council thinks this (pandemic) is over. Councilor Francis agrees. He believes the messaging is crucial as the Council is not giving up trying to mitigate this disease. Per Council President Dingman, Mr. Fife indicated legal staff explained the governor's orders to any public inquiry. Councilor Hally stated his focus in on the virus, he strongly believes a statement should be made regarding mask wearing. Per Councilor Radford, Mr. Fife explained rescinding and superseding a resolution.

It was moved by Councilor Francis, seconded by Councilor Radford, that Council amend Resolution 2020-29 by removing the first four (4) WHEREAS clauses/recitals and removing, of the actual resolution, paragraphs 2, 3, and 4 leaving paragraph 1 in place as worded and work with Legal to rewrite the resolution for February 11 (Council Meeting) with a new resolution to supersede 2020-29. Councilor Freeman suggested to remove 'will act to' from paragraphs 1 and 2. It was then moved by Council President Dingman, seconded by Councilor Smede, to amend Councilor Francis' motion of amending Resolution 2020-29 to withdraw the first four (4) WHEREAS clauses, to strike paragraphs 2, 3, and 4 and to modify paragraph 1 to strike the words 'will act to' in the first sentence. Roll call on the amended motion as follows: Aye – Councilors Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none.

Motion carried. Roll call on the new motion as follows: Aye – Councilors Dingman, Smede, Radford, Hally, Francis, Freeman. Nay – none. Motion carried. Following brief discussion, it was then moved by Council President Dingman, seconded by Councilor Francis, to amend the modified Resolution 2020-29 to remove 'and any legal mandates' from paragraph 1. Roll call on the motion as follows: Aye – Councilors Smede, Francis, Freeman, Hally, Radford, Dingman. Nay – none. Motion carried.

Discussion followed regarding wording/inclusion for a resolution at the February 11, Council Meeting to supersede Resolution 2020-29.

Mayor Casper clarified the City has never had a mask mandate, any requirement has come from EIPH's order, which is no longer in affect. She also clarified the City will follow the laws of the State, which states the district and the governor can make orders. She reiterated a resolution is an expression of the Council's intent/will and is meaningful although it does not have the force of law.

There being no further business, the meeting adjourned at 8:45 a.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

# City Council Meeting

# Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

**Thursday, February 11, 2021** | **7:30 PM** | **City Council Chambers**

## 1. Call to Order.

**Present:** Council President Michelle Ziel-Dingman, Councilor Shelly Smede, Councilor Jim Francis, and Councilor Thomas Hally

**Absent:** Mayor Rebecca L Noah Casper

**Via WebEx:** Councilor John Radford, and Councilor Jim Freeman

Also present:
All available Department Directors
Randy Fife, City Attorney
Kathy Hampton, City Clerk

## 2. Pledge of Allegiance:

Mayor Casper requested Brad Cramer, Community Development Services Director, to lead those present in the Pledge of Allegiance.

## 3. Public Comment.

Public comment has been temporarily suspended.

## 4. Coronavirus (COVID-19) Update.

Council President Dingman stated there are 27 current cases in Bonneville County with an active rate of 11.6 per 10,000. She noted the numbers continue to stabilize and decrease; the masking mandate was recently removed by Eastern Idaho Public Health (EIPH); and School District 91 will potentially vote on changes related to COVID-19.

## 5. Consent Agenda.

### A. Mayor's Office

**1)** Appointments to War Bonnet Round Up Advisory Committee

Attached please find communication from Parks & Recreation Director, PJ Holm, regarding the citizen volunteers I am appointing to serve on the War Bonnet Round Up Advisory Committee sponsored by the Parks and Recreation Department:

| Name | Term Expires | Status |
|---|---|---|
| Krisi Staten | 12/31/23 | New Appointment |
| Dennis Marshall | 12/31/22 | New Appointment |
| Jeff Newgard | 12/31/23 | New Appointment |
| Kyle Searle | 12/31/21 | New Appointment |
| Kassi Jones | 12/31/23 | New Appointment |
| Robert Skinner | 12/31/22 | New Appointment |

| | | |
|---|---|---|
| Tribal Member | TBA | Ongoing |

The applicants have been screened and subsequently recommended by Director Holm. I too have reviewed the applications. The Shoshone-Bannock Tribal Member appointee will go through a rigorous vetting process by the Tribal Council. For this reason, I have no concern for the quality and commitment of the appointee. Overall, we are confident that all of these individuals meet the criteria set forth in the city code, and that all will make positive contributions to the War Bonnet Round Up and the City of Idaho Falls. If you have questions or comments, please feel free to contact me.

**2)** Appointment to the Idaho Falls Redevelopment Agency Board

Attached please find communication from Community Development Services Director, Brad Cramer regarding the volunteer I am appointing to serve on the Board of the Idaho Falls Redevelopment Agency.

| **Name** | **Term Expires** | **Status** |
|---|---|---|
| Jon Walker | 12/31/26 | Appointment |

The proposed appointee has been recommended by Director Cramer. We are confident Commissioner Walker meets the criteria set forth in the city code. Having a County Commissioner on the Board allows for a high level of intergovernmental coordination and communication. We expect this will make a positive contribution to the good work of the Redevelopment Agency.

## B. City Attorney

**1)** Settlement Agreement in Bovee v. Idaho Falls, Case No. CV10-20-6062

On September 9, 2020, the City was added as a party to Bovee v. Copeland in a quiet title action to resolve a property ownership dispute. The City was added to the suit because the City recorded a *Treasurer's Tax Deed* in November 1977 for delinquent LID payments. The attached Settlement resolves the City's claim on the property by quitclaiming the City's property interest to the last purchaser. In exchange the City will be released from the suit and the purchaser will indemnify the City from any further claims on the property.

## C. Idaho Falls Power

**1)** First Amendment and Credit Support Annex to the Shell Energy Master Confirmation Agreement

The purpose of this amendment and credit support annex is to allow Idaho Falls Power to enter into longer term energy purchases and sales agreements that extend beyond one year in time. These agreements are standard in the energy industry to protect both buyers and sellers of commodity futures from potential counterparty credit risks and market price exposure risks.

## D. Municipal Services

**1)** Treasurer's Report for December 2020

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending December 2020, total cash and investments total $123.1M. Total receipts received and reconciled to the general ledger were reported at $25.5M, which includes revenues of $12.8M and interdepartmental transfers of $12.7M. Total disbursements reconciled to the general ledger were reported at $34.1M, which includes salary and benefits of $5.5M, operating costs of $15.9M and interdepartmental transfers of $12.7M. During the month of December there was a $4M loan transfer from Idaho Falls Power to the Airport for the land acquisition. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $114M.

**2)** Quote, Software and License Renewal for Information Technology

This purchase renews software and licenses for the city's use of Artic Wolf software and professional services to monitor network traffic. The quote also includes access to the Artic Wolf managed risk platform to monitor network vulnerabilities.

3) Minutes from the January 25, 2021 Council Work Session; and January 28, 2021 Council Meeting and Executive Session

4) License Applications, all carrying the required approvals

Councilor Hally recognized the presence of Bonneville County Commissioner Jon Walker.

It was moved by Councilor Smede, seconded by Councilor Radford, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Smede, Francis, Dingman, Hally. Nay - none.

## 6. Regular Agenda.

### A. City Attorney

**1)** Resolution Related to COVID-19

Council Resolution 2020-29 and Resolution 2021-03 (recently amending Resolution 2020-29) stated Council's support of the Governor's and Eastern Idaho Public Health District's directives, based upon then-current COVID-19 data and recommended actions designed to prevent or reduce COVID-19 spread. The Council wishes to clarify City policy related to those directives by the passage of a Resolution that supersedes both 2020-29 and Resolution 2021-03 and supports safe hygiene, mask wearing, and social distancing practices.

Mr. Fife stated this item was discussed on February 9 following a decision to amend Resolution 2020-29 to Resolution 2021-03. He also stated, as a result of the discussion, the proposed draft resolution is a hybrid of several interests from the Council. Councilor Francis stated the Council passed resolution 2020-29 on November 24 in support of Governor Little's Rebound Plan Stage 2 and EIPH's Response Plan, however, within the previous two (2) weeks the Governor adjusted the Rebound Plan to Stage 3 and EIPH rescinded its order or restriction for Bonneville

County. He also stated the resolution presented replaces 2020-29 and as amended 2021-03. He believes the resolution is necessary so the Council statement is consistent and supportive of the policies from the Governor and EIPH. Councilor Francis explained the public message included in the resolution. Councilor Hally stated the strong encouragement of wearing masks is related to the progress across the country which is looking more favorable. He noted an additional strain has been identified as being more contagious than the current strain; vaccines are expected to rapidly increase; and there is a good chance of stopping the mutation if mitigation strategies are followed. He continues to encourage mask wearing. Councilor Freeman believes Resolution 2021-03 is very good, although he believes this resolution is even better. Council President Dingman believes it's important to clarify the resolution is a tool to express intent, there is no force of law. She believes there were challenges with Resolution 2020-29 regarding the enforcement mandate. She also believes this resolution has made the Council's intention more clear by utilizing and recommending the mitigation strategies endorsed by EIPH.

It was moved by Councilor Francis, seconded by Councilor Hally, to approve the Resolution related to State and Eastern Idaho Public Health District directives. The motion carried by the following vote: Aye - Hally, Smede, Dingman, Freeman, Francis, Radford. Nay - none.

RESOLUTION 2021-04
A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, RELATED TO STATE AND HEALTH DISTRICT COVID-19 POLICIES, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

**B. Public Works**

**1)** Professional Services Agreement with Keller Associates, Inc. for the Well 12 Facility Rehabilitation Design project

The purpose of this Agreement is to establish a contract with Keller Associates, Inc., to provide engineering design and construction phase support services for the Well 12 Facility Rehabilitation Design project.

Councilor Freeman stated the total cost of the project is $151,000. He also stated the funds have been budgeted. Public Works Director Chris Fredericksen stated Well 12 produces approximately 4,000 gallons per minute, was constructed in 1972, and is in need of upgrades. He also stated tasks have been identified for efficiency. He indicated $25,000 of the cost is for potential additional services that may be identified.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the Professional Services Agreement with Keller Associates, Inc. and give the Mayor and Clerk authorization to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Smede, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

**C. Idaho Falls Power:**

**1)** IF21-18 Bid Award to Alan Clark Construction, LLC. for Idaho Falls Power Building Remodel

Idaho Falls Power solicited bids from qualified contractors to remodel the IFP Administration Building per NBW Architect's drawings and specifications. We received five bids with Alan Clark Construction, LLC. being the lowest responsive responsible bidder. The architect's estimated cost for this project was $200,000.

Idaho Falls Power Assistant Director Stephen Boorman stated this item is for the remodel for the main floor of the office. He also stated this is for a future project anticipated in future years.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve this bid award to Alan Clark Construction, LLC. of Idaho Falls, Idaho for a not-to-exceed amount of $174,800.00 and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Councilors Dingman, Smede, Francis, Freeman, Hally, Radford. Nay - none.

**2)** IF21-05 Conduit Fiber Phase I Agreement with B. Jackson Construction

Idaho Falls Power solicited bids from qualified contractors to provide conduit for buried electrical conductor replacement and fiber optic cable installation. We received three bids with B. Jackson Construction being the lowest responsive responsible bidder. The base bid with add-on alternatives is $1,426,060.65, plus a ten percent (10%) contingency of $142,606.07, plus a ten percent (10%) change order authority of $142,606.07 for installation of fiber based on this bid price for areas with existing fiber conduit, for a total authorization of $1,711,272.79.

Mr. Boorman stated this is the third year for installation of conduit. He also stated this is in the area between Rollandet and Boulevard, North of Sunnyside. He indicated there will be approximately three (3) phases this year. Per Councilor Smede, Mr. Boorman stated IFP is on track with the fiber project as anticipated. Councilor Radford believes the use of conduit is improving the system to IFP which is benefiting both power and fiber.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve this bid award to B. Jackson Construction of West Jordan, Utah for a total not-to-exceed amount of $1,711,272.79 and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay - none.

**D. Community Development Services**

**1)** Public Hearing-Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Providence Point.

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Providence Point. The Planning and Zoning Commission considered this item at

its October 20, 2020, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Council President Dingman opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation.

Dean Mortimer appeared. Mr. Mortimer stated the development is for a 55+ community consisting of approximately 103 lots, and is adjacent to Providence Point Phase 1. He believes this is a good addition to the City and is a good opportunity for the community.

Council President Dingman requested staff presentation.

Director Cramer appeared and presented the following:
Slide 1 - Property under consideration in current zoning
Director Cramer stated this area is located at 49th South and 15th East, and is currently zoned R1 with R1 to the east and R3A to the west.
Slide 2 - Aerial photo of the property under consideration
Director Cramer stated the area is currently vacant, although there is single-family housing in the immediate area.
Slide 3 - Additional aerial photo of the property under consideration
Slide 4 - PUD site plan
Director Cramer stated this development will be twin homes that will front a common open space and a club house, which is a unique feature. He also stated there is private alley access on the north and south with proper width for emergency vehicles and easements. He indicated adjustments will include 20’ side yards and smaller rear yards in exchange for perimeter landscape. He noted the development exceeds the requirements for common open space and meets all other requirements.
Slides 5-7 - Elevations of buildings
Director Cramer stated this includes a mix of attached and detached homes.

Per Councilor Hally, Director Cramer stated connections will allow individuals to exit the area not just on 49th South, and any improvements to 49th South will be required per the development as the area grows. Per Councilor Radford, Director Cramer confirmed this area is adjacent to the former hatch pit, and the adjacent division has roadway connection. Per Councilor Radford, Mr. Mortimer stated Phase 1 has a direct connection from 49th South and connects to the public right-of-way and the potential City park area/City property. He indicated there will be a dedicated street into the City property from the south; there is current access to east; and plenty of access from potential development from the west and the north. He also indicated they are not anticipating a lot of movement from this project into the City park, although there is a 10’ greenspace on the very northern part of the subdivision that will be adjacent to the City property in the future, and it is anticipated there will be a walking path around the entire development. Mr. Fife clarified the age of the community cannot be considered by the Council, the Council must remain neutral and only consider the PUD.

Councilor Francis questioned the slope in the Planning & Zoning hearing. Mr. Mortimer deferred to Kurt Rowland, Eagle Rock Engineering. Mr. Rowland stated he is unsure of the slope although he stated there is a 5-to-1 slope on lands/pond.

Council President Dingman requested any public comment. No one appeared. Council President Dingman closed the public hearing.

Councilor Radford believes walkable communities are fantastic, and he hopes to see more of them. He expressed his gratitude for the perseverance. Councilor Francis believes this PUD is creating more housing options.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Planned Unit Development for Providence Point as presented. The motion carried by the following vote: Aye - Councilors Smede, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Providence Point and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Smede, Freeman. Nay - none.

**7. Announcements.**

Council President Dingman acknowledged a terrible tragedy that occurred earlier in the week which resulted in a loss of life and has impacted many lives. She believes patience is required for the answers that so many are desperately seeking.

There being no further business, the meeting adjourned at 8:06 p.m.

_____ _____

CITY CLERK MAYOR

# Memorandum

**File #:** 21-025 **City Council Meeting**

**FROM:** Bear Prairie, General Manager
**DATE:** Tuesday, February 16, 2021
**DEPARTMENT:** Idaho Falls Power

**Subject**

IF21-17 Bid Award to Intermountain Electronics, Inc. for Idaho Falls Power Paine Substation Control Building

**Council Action Desired**

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve this bid award to Intermountain Electronics, Inc. of Price, Utah for a not-to-exceed amount of $217,575.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**

Idaho Falls Power solicited bids from qualified contractors to provide a control building for the new Paine Substation. We received four bids and the lowest priced bidder was determined to be non-responsive by the City Attorney because they could not meet time requirements listed in the bid documents. Intermountain Electronics, Inc. was the lowest responsive, responsible bidder. The Engineer's estimated cost was for $200,000.

**Alignment with City & Department Planning Objectives**

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for managed, well-planned growth and development, ensuring that community infrastructure meets current and future needs. This action also supports the growth element of the IFP Strategic Plan.

**Interdepartmental Coordination**

Municipal Services and Idaho Falls Power concur that this agreement is appropriate.

**Fiscal Impact**

This agreement is included in the Idaho Falls Power 2020/21 CIP budget.

**Legal Review**

Legal has reviewed this agreement.

Attending
Andy
Krista Thornton
Lisa Lathouris

# CITY OF IDAHO FALLS

PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433

Office of Purchasing Agent

Opening Date: February 12, 2021

## TABULATION BID IF-21-17

### Paine Substation Control Building Fabrication and Assembly

1st bid by this firm that didn't include freight. Bidder asked that we omit this bid.

Lowest Responsive bid

| | | | | | | |
|---|---|---|---|---|---|---|
| BIDDER | Intermountain Electronics | Instrument Control | Quality Steel | EZARC Solutions | Intermountain Electronics | |
| City, State | Price, Utah | West Valley, Utah | Idaho Falls, Idaho | Pleasant Grove, Utah | Price, Utah | |
| Can Bidder Meet Outlined Delivery Schedule? | (YES) / NO | (YES) / NO | YES / (NO) | (YES) / NO | (YES) / NO | YES / NO |
| If "NO" anticipated date of delivery | | Schedule supplied does not meet delivery time line | TBD | | | |
| LUMP SUM TOTAL | $210,325.00 | $171,074.00 | $319,545.86 | $223,758.80 | $217,575.00 | |

# CONTRACT FOR CONSTRUCTION

## Idaho Falls Power Control Building Fabrication and Assembly Project

THIS CONTRACT, made and entered into this _____ day of_____, 2021 by and between the City of Idaho Falls, Idaho, hereinafter called City, and Intermountain Electronics of Utah, hereinafter called Contractor.

WITNESSETH THAT, the City and the Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

### CONTRACT DOCUMENTS

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all the materials, tools, labor and all appliances, machinery, and appurtenances for the fabrication AND Assembly of Control Building Project in accordance with the Proposal made by the Contractor on the 12 day of February, all in full compliance with the Contract Documents referred to herein. The "ADVERTISEMENT FOR BIDS," the signed copy of the "PROPOSAL", the "INSTRUCTIONS TO BIDDERS," and the "SPECIFICATIONS" titled **Control Building Specifications**
The City agrees to pay to the Contractor for the performance of said Contract a total Contract price as stated in the proposal.

### PAYMENT OF TAXES, EXCISES, AND LICENSE FEES

Pursuant to the provisions Section 63-1503 of the Idaho Code, the Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which the Contractor is engaged is of a transitory character, and that in the pursuit thereof, the Contractor's property used therein may be without the State of Idaho when taxes, excises, or license fees to which the Contractor is liable become payable, agrees:

a) To pay promptly when due all taxes (other than on real property), excises, and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

b) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof;

c) That, in the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, to consent that the City may withhold from any payment due the Contractor under the Contract the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

d) That pursuant to the provisions Section 63-1504 of the Idaho Code, the Contractor shall furnish the City evidence that the Contractor has paid all taxes, excises, and license fees due to the State of Idaho and its taxing units, due and payable during the term of the Contract for such construction, and that the Contractor has secured all such taxes, excises and license fees

liability for the payment of which has accrued during the term of such Contract, notwithstanding that they may not yet be due or payable.

e) TO FILL OUT AND RETURN THE IDAHO STATE TAX COMMISSION FORM WH-5 TO THE CITY WITH THE SIGNED CONTRACT.

## APPLICATION FOR PAYMENT

If Contractor faithfully performs the work herein embraced, in accordance with the Contract Documents, the City agrees to pay to the Contractor the amounts set forth in the Proposal, and the Contract Documents as negotiated with the contractor.

## WARRANTY

The Contractor warrants all defects in the workmanship or materials performed or furnished under this Contract for which there are no specifications or specific provisions in the Contract Documents for a period of one (1) year after the acceptance thereof by the City. In the event of Contractor's breach or failure to conform to the specifications set forth in the Contract Documents, the City may require Contractor to remedy such breach at any time within five (5) years after final acceptance of the project by the City.

## ATTORNEY FEES

In the event Contractor defaults in the performance of its obligations hereunder and it becomes necessary to commence and prosecute legal action to enforce the City's rights hereunder, Contractor shall pay all reasonable attorney's fees and costs incurred by the City, if the City is determined to be the prevailing party.

## FINAL AGREEMENT

This Contract evidences the complete and final agreement of the parties hereto and no other prior statement, understanding or representation shall be binding upon the parties hereto, except as expressly set forth herein.

**BINDING EFFECT**

This Contract shall be binding upon the heirs, successors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, each herewith subscribe the same this 17 day of February, 2021.

CITY OF IDAHO FALLS, IDAHO

(seal)

Mayor

Attest:
City Clerk

Intermountain Electronics
(Contractor)

(Seal)

DANIELLE MARIE GALE
Notary Public - State of Utah
Comm. No. 709357
My Commission Expires on
Nov 22, 2023

(Signature)

Sales / AE - Mining
(Title)

Attest:
(Secretary)

(Witness)

1511 South Hwy. 6, Price Ut. 84501
(Complete Business Address)

# CERTIFICATE OF ELIGIBILITY

(To Be Executed Prior to Award to Apparent Low Quote)
(Please fill out the top **or** bottom portion of this document, whichever is applicable)

Intermountain Electronics, represented by Darek Martinez represents that:
(Bidder/Vendor) (Representative's Name)

1) For the purposes of this certificate, the term "Ineligible Person" shall mean any officer, agent or employee of the City of Idaho Falls, and the spouse and any member of the household of such officer, agent or employee. The term "Ineligible Entity" shall mean any corporation, partnership, trust, association, sole proprietorship or organization of any kind in which an Ineligible Person holds any pecuniary or ownership interest of any kind or which employs an Ineligible Person.
2) Bidder is not an Ineligible Person or Ineligible Entity.
3) No Ineligible Person or Ineligible Entity has an interest of any kind in the abovementioned Bidder, nor will any Ineligible Person or Ineligible Entity receive any consideration or benefit of any kind on account of the above-referenced project or purchase.
4) To the best of my knowledge no Ineligible Person or Ineligible Entity has any interest in the above-referenced project or purchase, which is prohibited under Idaho Code Section 59-201.
5) I am over eighteen (18) years of age, have personal knowledge of the foregoing and would so testify if called upon in a court of law.

Dated the 12 day of February, 2021.

VENDOR: _____
(Representative's Signature)
Intermountain Electronics
(Vendor)

---

If you are unable to sign the above Certificate of Eligibility, you may, depending upon the circumstances, still be eligible to carry out this contract (PO). In order to receive such consideration, please explain the reasons why you are unable to execute the Certificate of Eligibility.

_____
_____
_____
_____

Dated the _____ day of _____, 20____.

VENDOR: _____
Representative's Signature

_____
Vendor/Company
Bidder/Company

# CONTROL BUILDING SPECIFICATIONS

Refer to separate exhibits:

- Paine Control House Specification
- Paine Control House Drawings

# TERMS AND CONDITIONS

## Scope of Services

To provide all supervision, labor, tools, equipment, and services required to fabricate and assemble one substation control building.

## Qualifications of Bidders

Bidding on this contract shall be limited to individuals, partnerships, and corporations actively engaged in building construction. Bidders shall derive a majority of their income from building construction work and shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. Idaho Falls Power may require proof of these qualifications. **Bidders shall have actively been performing substation building construction work for a minimum continuous duration of five (5) years prior to the bid opening date. All bidders must have in their possession, or available to them by formal agreement at the time of bidding, any tools and equipment necessary to perform the work as outlined in these specifications.**

## Discontinuance of Work

Any practice, obviously hazardous, as determined by the City, shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice to discontinue such practice.

## Observance of Laws, Ordinances, and Regulations

At all times during the term of this contract, the Contractor shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with A1J decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules, and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

## Licenses and Permits

The Contractor shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. This shall include lane closure permits and other needed authorization to conduct tree maintenance operations on all rights-of-way. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

## Execution of Contract

The successful bidder shall, within ten (10) calendar days of having received written notification of his selection as the successful bidder, enter into contract with the City using the form provided within the bid documents. All bonds, indemnities and insurance requirements must be submitted within this time period. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by representatives of the City, or other persons.

**Subcontracts**

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, if approved, shall be bound by the conditions of the contract between the City and the Contractor, and will be required to perform in accordance with all contract specifications including possession of a valid Idaho Public Works Contractors License. However, any directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

**Indemnification**

The Contractor agrees to indemnify, hold harmless, and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the City for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the City's trees by persons (other than employees of the Contractor engaged in the work contemplated by this Agreement) who are in or about such trees.

# PROPOSAL

## Idaho Falls Power Paine Substation Control Building Fabrication and Assembly Project

**To:** The Purchasing Agent
City of Idaho Falls
Idaho Falls, Idaho

Having carefully examined the Advertisement for Bids, Instruction to Bidders, Form of Contract Agreement, Performance Bond, Payment Bond, General Conditions for the Contract, Supplementary General Conditions and the detailed Specifications in connection with the Control Building Fabrication and Assembly Project and incidental work, for the City of Idaho Falls at Idaho Falls, Idaho, the undersigned hereby proposes to undertake and complete the work embraced in this improvement by furnishing all materials, labor, tools and equipment , etc., as required in accordance with the aforementioned documents under the observation of the City of Idaho Falls according to the schedule of bid prices given in the Bid Proposal.

The City of Idaho Falls, reserves the right to reject any or all bids and to waive informalities.

**NOTE:** The Bidder shall be solely responsible for completing ALL SPACES BELOW:

1. The undersigned agrees, if awarded the Contract, that he will commence work under the Contract on the date to be specified in writing by the City of Idaho Falls.

2. The undersigned notifies that he is domiciled in the State of Utah .

3. Acknowledgement of Addendums (s) No Addendum (s) have been received .

4. Delivery shall be FOB the construction site. Address: 5995 North River Road, Idaho Falls, Idaho 83401. Offloading of building will be performed by others. Delivery shall be made on or before June 25, 2021. Contact Richard Malloy at 208-612-8428 at least 10 days before anticipated delivery date.

## PRICE PAGE

Fabrication and Assembly of Control Building for Paine Substation by Idaho Falls Power.

Bidder can meet delivery schedule in proposal? Circle one Yes: X No: _____

If no, anticipated date of delivery_____

LUMP SUM TOTAL:

**$ 217,575**

**Two Hundred Seven Teen Thousand, Five Hundred Seventy-Five Dollars.**

Prices for the above items shall include all applicable and necessary miscellaneous tools, equipment, operation / maintenance costs for Fabrication and On-Site Assembly of Control Building Project.

## SIGNATURE PAGE:

EXCEPTIONS: If the terms and conditions provided on the preceding pages cannot be met, bidders are instructed to note those terms and conditions with which they take exception and give a full explanation.

IF NO EXCEPTIONS ARE TAKEN, WRITE "NONE" AND SIGN BELOW.

See attached document labeled Exceptions/Clarifications.

****BID PROPOSAL SIGNATURE****

Representative's Signature

Intermountain Electronics
Company

Darek Martinez
Representative's Name—Printed

1511 So. Hwy 6 Address

darek.martinez@ie-corp.com
Representative's E-Mail Address

Price
City

1(435) 613-4804
Telephone

Utah
State

84501
Zip Code

1 (435) 637-9601
Fax Telephone

February 12, 2021
Date

## SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY SIGNATURE

All persons interested in the submitting of this Proposal or the names of the principal officers of the Partnership or Limited Liability Company are as follows:

| | |
|---|---|
| (Signature) | Sales/AE - Mining<br>(Title) |
| (Signature) | (Title) |
| (Signature) | (Title) |

In witness hereto the undersigned has set his (its) hand this February day of 12, 2021.

(Signature of bidder)

Sales/AE - Mining
(Title)

# Memorandum

**File #:** 21-009 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Thursday, January 28, 2021
**DEPARTMENT:** Municipal Services

**Subject**

Resolution to Approve Inter-Departmental Loan Policy

**Council Action Desired**

☐ Ordinance ☒ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the resolution to memorialize the Inter-Department Loan Policy for the purpose of assisting City Departments in achieving long-term financial success and planning, and give authorization for the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

**Description, Background Information & Purpose**

Resolution 2020-27 approved the Inter-Department Direct Loan Policy for the purposes of providing direct loans for the Idaho Falls Airport and Parks and Recreation Departments. This resolution only included direct loans and did not address the negative cash balance section of the policy. During the Monday, January 25, 2021 work session, the Finance Team reviewed language updates to the negative cash balance section of the policy, with an effective date of October 1, 2021.

**Alignment with City & Department Planning Objectives**

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The approval of the resolution supports the good governance community-oriented result by providing policy for the careful financial planning and management of City funds.

**Interdepartmental Coordination**

Review of the policy have been conducted with all necessary city departments.

**Fiscal Impact**

Not applicable.

**Legal Review**

Legal has reviewed this language and concurs that the Council action desired is within State Statute and the inter-departmental loan resolution and policy.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A REVISED POLICY RELATED TO CONSIDERATION OF CITY INTER-DEPARTMENTAL LOANS, INCLUDING SCOPE, PROCESS, TERMS, AND LIMITATIONS OF SUCH LOANS AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, there is a strong desire to assist City Departments in achieving long-term financial success; and

WHEREAS, long-term financial success requires careful planning and forecasting; sound investment management; and careful attention to regulatory requirements, as well as commitment and discipline in order to assist City Departments with ever-changing economic conditions; and

WHEREAS, in general, Idaho cities have very limited economic tools to increase financial resources with increase operational costs; and

WHEREAS, Idaho cities must manage their finances within narrow statutory constraints, leaving little room for using the wider variety of financial management practices found in the private sector; and

WHEREAS, direct loans are never intended to become part of a business as usual practice; and

WHEREAS, the guidelines/parameters adopted by Resolution 2020-27 and this Resolution help ensure that caution is applied such that a direct interdepartmental loan will not be used to circumvent the regular City budgeting process or simply to achieve goals that may appear to be not politically feasible for a time.

WHEREAS, this Council-approved policy includes a repayment process for City Departments that are reporting a cash deficit and/or Departments that may require a short-term loan of City funds in order to complete projects essential to City services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. The City Council hereby adopts the Consideration of Inter-departmental Loans Policy attached to this Resolution as Exhibit “A”.

ADOPTED this_____day of_____, 2021.

EFFECTIVE on the 1st day of October, 2021.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

Kathy Hampton, City Clerk Rebecca L. Noah Casper, Mayor

(SEAL)

STATE OF IDAHO )
) ss:
County of Bonneville )

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

> That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A REVISED POLICY RELATED TO CONSITERATION OF CITY INTER-DEPARTMENTAL LOANS, INCLUDING SCOPE, PROCESS, TERMS, AND LIMITATIONS OF SUCH LOANS AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE."

_____

Kathy Hampton, City Clerk

(SEAL)

## CONSIDERATION OF INTER-DEPARTMENTAL LOANS

### I. Policy Purpose

These guidelines/parameters have been drafted to ensure that caution is applied such that a direct inter-Departmental loan will not be used to circumvent the regular City budgeting process or simply to achieve goals that may appear to be politically infeasible for a time. Direct loans are never intended to become part of a business-as-usual practice.

In general, Idaho cities have very limited economic tools to increase financial resources with increased operational costs. Idaho cities must manage their finances within narrow statutory constraints, leaving little room for using the wider variety of financial management practices found in the private sector.

### II. Negative Cash Balances

A negative cash balance occurs when a specific fund is reporting deficit cash at month-end. Short-term borrowing is defined as a not-to-exceed twelve (12) month period. A short-term loan will be charged a monthly investment rate as an interest charge. Negative cash balances exceeding twelve (12) months are considered long-term borrowing and should be transitioned into a long-term direct loan. A Council-approved repayment process (and possible fund restructuring) will be required by the loaning Department until the fund reports a positive cash balance.

Departments with long-term negative cash balances will submit a repayment plan to the Council to eliminate the negative cash balance. The repayment plan must be submitted within a three (3) month period following the date that the fund has been determined by the Municipal Services Department to be in a negative long-term cash balance status. The City's annual budget process will reflect a repayment plan, including interest.

### III. Direct Loans

There is a strong desire to assist City Departments in achieving long-term financial success. This requires careful planning and forecasting; sound investment management; and careful attention to regulatory requirements, as well as commitment and discipline. The total not-to-exceed aggregate amount for a long-term loan is fifteen ( 15%) percent, reported at September 30, of available cash funds and no individual loan greater than seven and a half (7.5%) percent. All loans will be subject to a market-based interest rate. An interest rate analysis will occur annually to ensure that the loan is not adversely affecting the City's investment portfolio. In the event there is a material change between loan and market rate, a refinancing will occur.

### IV. Loan Committee

The City's Municipal Services Finance Team recognizes that occasionally, out-of-the ordinary circumstances arise which require special consideration. Working together with the City Attorney, the Finance Team has developed a direct inter-departmental loan mechanism to assist Departments with financial needs that fall outside the normal scope of budgeting and planning. To aid in careful consideration before implementing this tool as a more permanent policy/practice, the Finance Team has developed the following guidelines which define the

very limited use this particular funding mechanism. **"Loan" Committee.**

The Loan Committee shall be comprised of the City's Financial Team and one (1) Director from another Department than the Municipal Services Department. The review and recommendation process will be as follows:

1. The Loan Committee will review all loan considerations and apply Policy parameters before recommending approval of the requested loan
2. Compliance with lending authority
3. Legal review
4. Mayor and Council approval

## IV. Policy Parameters

### A. Narrow Scope.

1. A loan should be relate to a necessary, fundamental or "essential" City service.
2. A loan should help to achieve a specific policy goal that results in greater efficiency or an overall cost savings to the City. A loan may be applied to a circumstance requiring compliance with state or federal requirements.

### B. Loan Terms.

1. A loan should include realistic terms of repayment based upon sound business and financial practices and forecasts. "Realistic" applies both an achievable repayment *amount* and a practical repayment *schedule*.
2. Loan terms must include appropriate interest in scheduled payments.
3. The loan terms must be in writing.
4. Funds for loan repayment must be specifically identified.
5. Loan terms *must* be approved by the Department Director, the Loan Committee; the City Attorney; the Mayor; and the Council. This approval will provide a variety of internal controls designed to check for inappropriate application of political or other pressure.

### C. Limitations.

1. A loan cannot impair the loaning Department's ability to proceed with its regular business and spending.
2. A loan should be applied to circumstances that include an element of expediency that precludes using the regular City budgetary process, legal, or regulatory restriction.
3. The borrowing Department should be encouraged to follow regular City budget processes whenever possible in order to avoid inter-departmental

loan transactions.

4. A loan only should be sought after more traditional funding sources have been examined and exhausted.
5. A loan should not be used to fund projects that commit the City to ongoing costs or other financial obligations that are greater than current City financial obligations.

# Memorandum

**File #:** 21-020 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Wednesday, February 10, 2021
**DEPARTMENT:** Municipal Services

**Subject**

Ordinance, Amend Idaho Falls City Code, Title 1, Chapter 9, Section 2, Bonding Requirements

**Council Action Desired**

☒ Ordinance ☐ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the ordinance amending Title 1, Chapter 9, Section 2 bonding requirements under a suspension of the rules requiring three complete and separate readings and request that it be read by title, reject the ordinance or take other action deemed appropriate.

**Description, Background Information & Purpose**

Idaho Code Section 50-204 requires the Clerk and Treasurer to be bonded before performing their duties for the City. A blanket bond is provided by the City's liability provider, Idaho County Risk Management Program (ICRMP) for all officials, officers, and employees required to provide such a bond under Idaho Code 59-408.This ordinance amendment reduces the number of City officers and employees required to be bonded in order to align City Code with current City practice and with current City liability coverage.

**Alignment with City & Department Planning Objectives**

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The amendment to this ordinance supports the good governance community-oriented result by assuring regulatory and policy compliance to minimize and mitigate risk.

**Interdepartmental Coordination**

The amended ordinance has been reviewed with all involved departments.

**Fiscal Impact**

There is no fiscal impact to the amended ordinance.

**Legal Review**

The ordinance was reviewed by Legal and concurs the action desired is within State of Idaho Statute.

**ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF TITLE 1, CHAPTER 9, SECTION 2 OF THE IDAHO FALLS CITY CODE TO CHANGE BONDING REQUIREMENTS FOR CITY PUBLIC OFFICIALS, OFFICERS, AND EMPLOYEES; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Idaho Code Section 59-804 requires surety bonds, blanket surety bonds, or suitable crime insurance bonds of certain public officials and employees; and

WHEREAS, such bonds may be individual bonds or blanket bonds; and

WHEREAS, Idaho Code Section 50-204 requires that, before performing their duties for the City, the Clerk, Treasurer, and other City officials and employees, execute a penal bond in favor of the City; and

WHEREAS, the City has historically required the posting of bonds for dozens of City employees; and

WHEREAS, a blanket bond is provided by the City's liability provider, Idaho County Risk Management Program (ICRMP) for all officials, officers, and employees required to provide such a bond under Idaho Code Section 59-408; and

WHEREAS, only the Clerk and Treasurer are required by the Idaho Code to be bonded; and

WHEREAS, reducing the number of City officers and employees required to be bonded aligns the City Code with current City practice and with current City liability coverage; and

WHEREAS, Council deems it to be in the best interest of the City, its employees, and constituents to allow the liability coverage fees to be paid by the City in favor of the employees.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO THAT:

**SECTION 1.** Title 1, Chapter 9, Section 2 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-9-2: BONDS: Before performing any duties of their respective offices, the following ~~appointive~~ officers shall furnish an official bond in the following amounts:

~~Director of Municipal Services $5,000~~
~~Controller $5,000~~
Clerk ~~$5,000~~five thousand dollars ($5,000)

Treasurer ~~$5,000~~five thousand dollars ($5,000)
~~Deputy Treasurer $5,000~~
~~Purchasing Agent $1,000~~
~~Water Superintendent $2,000~~
~~City Engineer $1,000~~
~~Fire Chief $1,000~~
~~Street Superintendent $1,000~~

~~All officers and employees of the Police Department shall be covered by a blanket bond as follows:~~

~~Chief of Police $2,000~~
~~All other officers or employees $1,000~~

~~All office employees in the Mayor and Clerk's office and all building inspectors shall becovered a blanket bond in the amount of five thousand dollars ($5,000).~~

~~Such bonds shall be approved by the Mayor and Council and shall be filed with the Clerk, except the bond of the Clerk, which shall be filed with Mayor. The premiums on such bonds shall be paid by the City.~~The bond required for the Treasurer shall be approved by the Council and shall be filed with the Clerk. The bond required for the Clerk shall be approved by the Council and shall be filed with the Mayor.

The public officials, officers, or employees of the City, who are required to provide a bond before entering upon the performance of their duties, shall, through the City's liability insurance coverage, be deemed to have coverage compliant with provisions of Idaho Code section 59-804 for the terms and responsibilities of such public officials, officers, or employees, to the extent required by the Idaho Code bonding requirements for public officials. The fee for the required bonds shall be paid by the City and shall be deemed by the Mayor and the Council to have been executed by such public officials, officers, and employees.

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**SECTION 3.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 4.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this day of_____, 2021.

CITY OF IDAHO FALLS, IDAHO

ATTEST:

_____
REBECCA L. NOAH CASPER, MAYOR

_____
KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO )
) ss:
County of Bonneville )

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

> That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF TITLE 1, CHAPTER 9, SECTION 2 OF THE IDAHO FALLS CITY CODE; AMENDING BOND REQUIREMENTS FOR CITY PUBLIC OFFICIALS, OFFICERS, AND EMPLOYEES; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

_____
KATHY HAMPTON, CITY CLERK

# Memorandum

**File #:** 21-028 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Thursday, February 18, 2021
**DEPARTMENT:** Municipal Services

**Subject**

Resolution to relinquish all Claims and Liens for Treasurer's Tax Deed No. 0584870

**Council Action Desired**

☐ Ordinance ☒ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the resolution to relinquish all claims and liens for Treasurer's Tax Deed No. 0584870 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

**Description, Background Information & Purpose**

Treasurer's Tax Deed No. 0584870 was issued by the City Treasurer on November 18, 1977 and recorded as a local improvement district tax deed in the amount of $174.64 for property located at 366 Park Avenue, lots 7 and 8, Block 26, Railroad Addition. Mr. Crofts has paid the total outstanding balance of the Local Improvement tax lien filed by the City against the property.

**Alignment with City & Department Planning Objectives**

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Approval of this resolution supports the good governance community-oriented result by ensuring regulatory and policy compliance to minimize and mitigate risk.

**Interdepartmental Coordination**

Review of the resolution have been conducted with all necessary city departments.

**Fiscal Impact**

There is no fiscal impact with the approval of this resolution.

**Legal Review**

Legal has reviewed and concurs the council action desired is within State Statute.

# QUITCLAIM DEED

THIS INDENTURE is made by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("GRANTOR'), and Randy Crofts, whose mailing address is 366 Park Avenue, Idaho Falls, Idaho, 83402, ("GRANTEE").

WITNESSETH:

That GRANTOR, for and in consideration of the payment of Bonneville County Treasurer's Tax Deed No. 0584870 in the amount of one hundred seventy-four dollars and sixty-four cents ($174.64), lawful money of the United States of America and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of whereof is hereby acknowledged, does by these presents remise, release, and forever quitclaim unto GRANTEE and to GRANTEE's heirs, successors, and assigns forever, all right, title, and interest now owned or hereafter acquired by GRANTOR in all the following described real estate in the County of Bonneville, State of Idaho, to wit:

Lot 7 and 8, Block 26, Railroad Addition

TOGETHER, with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues, and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto GRANTEE, and to GRANTEE's heirs, successors, and assigns forever.

In construing this Quitclaim Deed and where the context so required, the singular includes the plural.

IN WITNESS WHEREOF, GRANTOR has executed the within instrument on the date set forth below.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

Kathy Hampton, City Clerk Rebecca L. Noah Casper, PhD., Mayor

(SEAL)

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____day of _____, 2021, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

_____
Notary Public of Idaho
Residing at: _____
My Commission Expires:_____

(Seal)

RESOLUTION NO. 2021

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, RELINQUISHING ALL CLAIMS AND LIENS UPON THE LOCAL IMPROVEMENT DISTRICT PROPERTY DESCRIBED IN THIS RESOLUTION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, pursuant to the provisions of Chapter 17, Title 50, Idaho Code, and by deed of the City Treasurer, dated the 18th day of November, 1977, and recorded as Instrument No. 0584870 in the records of Bonneville County, Idaho, the City acquired through the local Improvement District legal process (Idaho Code Title 50, Chapter 17), a legal interest in the title to and possession of the following-described real property, to-wit:

Lots 7 and 8, Block 26, Railroad Addition.

WHEREAS, Randy Crofts has paid to the City, the amount for which such property interest was acquired, together with all the installments of assessments subsequent to the one for which said real property interest was acquired due, together with penalties and interest thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

That the Mayor and City Clerk are hereby authorized and directed, to execute and deliver to Randy Crofts, a Quitclaim Deed to the property described herein above, pursuant to the provisions of Section 50-1751, Idaho Code, relinquishing all City claims to and liens upon such property.

ADOPTED and effective this _____ day of _____, 2021

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

Kathy Hampton, City Clerk Rebecca L. Noah Casper, PhD., Mayor

(SEAL)

# Memorandum

**File #:** 21-021 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Tuesday, February 16, 2021
**DEPARTMENT:** Public Works

**Subject**

Development Agreement for Southeast Townhomes Division No. 1, within the City of Ammon

**Council Action Desired**

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of Southeast Townhomes Division No. 1 Development Agreement; and, authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

**Description, Background Information & Purpose**

Southeast Townhomes, Division No. 1 is a development within the City of Ammon immediately adjacent to Hitt Road (25th East) south of Sunnyside Road. This Development Agreement identifies developer responsibilities including the design and construction of road improvements for Hitt Road (25th East). Specific requirements are covered within the Special Conditions included within Exhibit B of the agreement.

**Alignment with City & Department Planning Objectives**

☐ ☐ ☒ ☐ ☐ ☐ ☐ ☒

This Development Agreement supports the community-oriented results of well-planned growth and development and reliable public infrastructure and transportation by ensuring that new development participates financially in expanding needed infrastructure.

**Interdepartmental Coordination**

Reviews will be conducted with all necessary city departments to ensure coordination of proposed roadway improvements.

**Fiscal Impact**

This agreement identifies needed improvements to be undertaken by the developer. However, the overall development of Hitt Road (25th East) will require financial contribution by the city as per city ordinance. Sufficient funding and spending authority exists within the Bridge and Arterial Street Fund for these expenditures.

**Legal Review**

The agreement was prepared by the Legal Department.

DEVELOPMENT AGREEMENT
AMMON, IDAHO, SOUTHEAST TOWNHOMES DIVISION NO. 1

This DEVELOPMENT AGREEMENT AMMON, IDAHO, SOUTHEAST TOWNHOMES DIVISION NO. 1 (hereinafter called "AGREEMENT"), made this _____day of _____, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and IDAHO FALLS HITT ROAD LLC., an Idaho corporation (hereinafter called "DEVELOPER"), whose mailing address 2729 Aspen Way, Billings, Montana 59106.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop its Subdivision contiguous with corporate limits of CITY and has submitted an approved plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision contiguous with corporate limits of the City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and, especially, the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve access to the street right of way, the construction of streets, utility lines and other public improvements within the CITY, to contract with DEVELOPER and to cooperate with the City of Ammon, Idaho, regarding development of this Subdivision; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, especially Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter freely into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, CITY is willing to approve the Subdivision improvements addressed in this AGREEMENT, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision Improvements. CITY hereby approves the Special Conditions in this AGREEMENT that are related to DEVELOPER's Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that, upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements within CITY shown in the Improvement Plans and as described in the Special Conditions to this AGREEMENT.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements related to and within the corporate limits of the City of Idaho Falls, Idaho. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision access prior to the approval of City Engineer, and not yet approved for construction which lie within corporate limits of the City of Idaho Falls, Idaho. "Final Improvement Plans" as

used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer related to Subdivision access from the roadways which lie within the City of Idaho Falls, Idaho.

DEVELOPER will file, subject to the approval of the City Engineer, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines related to the Subdivision and the size and materials specifications for such water and sewer lines.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Improvement Plans within CITY street right of way. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision required by this AGREEMENT in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the CITY street right of way and required by this AGREEMENT including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such

public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans, CITY will accept the roadway, as constructed. CITY acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of the roadway construction, CITY shall assume ownership and control of all public facilities within CITY's street or public utility right-of-way. Acceptance of the Subdivision Improvements shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements related to the street right of way pursuant to this AGREEMENT shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared Work unless prior to the commencement of the Shared Work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the required Subdivision Improvements by CITY pursuant to this AGREEMENT and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

10. Special Conditions. In recognition of the unique circumstances relative to this Subdivision, the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

11. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of street improvements adjacent to this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

12. Relocation of Power Lines. DEVELOPER shall relocate, at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements related to this Subdivision, as shown on the Improvement Drawings.

13. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

14. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved by the City of Ammon, Idaho, and all public improvements within the plat have been completed and accepted by City Engineer pursuant to this AGREEMENT. CITY may recommend to the City of Ammon, Idaho, that it withhold Certificates of Occupancy until all such work has been completed.

15. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Recommend to the City of Ammon, Idaho, withholding issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Refuse to accept public ownership and maintenance of public improvements affected by such default and record a notice of such action with the Bonneville County Recorder's office;

C. Recommend to City of Ammon, Idaho, that it issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

D. Withhold reimbursement of CITY Participation of roadway reimbursements identified in the Special Conditions;

E. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity; and

F. Refuse access to or from Subdivision by, over, upon, or through 25th East/Hitt Road.

16. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

17. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office.

18. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

19. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of such Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

20. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors, or assigns.

21. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

22. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

23. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

By: _____
Kathy Hampton, City Clerk

CITY OF IDAHO FALLS, IDAHO

By: _____
Rebecca L. Noah Casper, PhD., Mayor

IDAHO FALLS HITT ROAD, LLC.

By _____
Cal Kunkel

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____ day of _____, 2021, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

_____
Notary Public of Idaho
(Seal) Residing at: _____

My Commission Expires:_____

STATE OF MONTANA )
) ss:
County of Yellowstone )

On this 16th day of February, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Cal Kunkel, known or identified to me to be the authorized signator for Idaho Falls Hitt Road, LLC., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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

JOE VANDERLOOS NOTARIAL SEAL STATE OF MONTANA
JOE VANDERLOOS
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
August 29, 2023
(Seal)

Joe Vanderloos
Notary Public of ~~Idaho~~ Montana
Residing at: Billings Montana
My Commission Expires: August 29 2023

**EXHIBIT "A"**
**PROPERTY**

LEGAL DESCRIPTION

AMMON, IDAHO, SOUTHEASTERN TOWNHOMES DIVISION NO. 1

Part of the SW 1/4 of Section 36, Township 2 North, Range 38 East of the Boise Meridian, City of Ammon, Bonneville County, Idaho:

Commencing at the east 1/4 corner of Section 36 from which the southwest corner of said section bears S 01°29'02" E 2591.41 feet, the basis of bearing for this description;

Thence S 89°09'00" E 57.05 feet along the north line of the SW 1/4 of said section to its intersection with the easterly right of way of South 25th East (A.K.A. Hitt Road), said point being the POINT OF BEGINNING and being marked by a 5/8" iron rod with cap stamped PLS 12222;

Thence, continuing along said north line, S 89°09'00" E 1263.26 feet to the northwest corner of Suburban Acres Subdivision, according to the official plat thereof, said point being marked by a 5/8" iron rod with cap stamped PLS 12222;

Thence S 01°35'19" E 633.34 feet along the west line of Suburban Acres Subdivision to a point being marked by a 1/2" iron rod with cap stamped PLS 13766;

Thence S 88°30'58" W 1163.37 feet to the southeast corner of Warranty Deed Instrument No. 1243463, said point being marked by a 1/2" iron rod with cap stamped PLS 4563;

Thence along the boundary of said warranty deed the following 2 courses:

1) N 01°29'02" W 100.49 feet to a 1/2" iron rod with cap stamped PLS 12224;

2) S 88°31'13" W 100.00 feet to the easterly right of way of South 25th East (A.K.A. Hitt Road), said point being marked by a 1/2" iron rod with cap stamped PLS 12224;

Thence N 01°29'02" W 584.28 feet along said easterly right of way to the POINT OF BEGINNING.

Containing 18.875 acres, more or less, and being subject to Deed of Easement Instrument No. 1243510 along the west and south boundaries.

## EXHIBIT "B"

SPECIAL CONDITIONS
AMMON, IDAHO, SOUTHEASTERN TOWNHOMES DIVISION NO. 1

**S-C 1.00 25th East/Hitt Road Right-of-Way/Easement.** 25th East/Hitt Road right-of-way, as necessary, has been dedicated to CITY previously. DEVELOPER shall dedicate and maintain a fifteen (15') foot minimum public utility easement along the Subdivision frontage of 25th East/Hitt Road.

**S-C 2.00 Development Access.** CITY acknowledges that DEVELOPER or DEVELOPER's assigns have the right to develop in the City of Ammon, Idaho (subject to City of Ammon, Idaho, approval), and shall have access to 25th East/Hitt Road by this AGREEMENT. Access from the Subdivision to 25th East/Hitt Road shall only be allowed directly across from existing access currently located within CITY.

**S-C 3.00 25th East/Hitt Road Improvements.** It shall be the responsibility of DEVELOPER to bear the cost of the design and construction of the East half of 25th East/Hitt Road improvements along the Subdivision frontage with 25th East/Hitt Road. The 25th East/Hitt Road improvements shall include asphalt pavement, sidewalk, ADA curb ramps, curb and gutter, storm drainage, excavation, soft spot repair, striping, landscaping and irrigation, including all utility relocations necessary for a complete installation of required public improvements. The required road improvements agreed to herein shall be designed and constructed in accordance with CITY Standard Drawings and Engineering Specifications. The pavement thickness for 25th East/Hitt Road shall be four (4") inches of plantmix pavement over ten (10") inches of three-quarter (¾") inch crushed aggregate base material, and shall include placement of subgrade separation geotextile, class two (2).

DEVELOPER has provided CITY a Subdivision Guarantee of Completion for this road construction. DEVELOPER agrees to complete the required road construction on or before August 30, 2022. In the event that DEVELOPER fails to complete the road construction, the Parties agree that CITY may exercise the Subdivision guarantee and complete the roadway. All costs associated with maintaining the Subdivision Guarantee of Completion shall be borne by DEVELOPER.

**S-C 4.00 25th East/Hitt Road City Participation.** DEVELOPER shall provide for the design and construction of the full width roadway along 25th East/Hitt Road. Pursuant to paragraph 9 of this AGREEMENT and subject to CITY's approval of design and construction costs, CITY agrees to reimburse DEVELOPER for the west half of the roadway section along the 25th East/Hitt Road frontage of this Subdivision. DEVELOPER shall provide a minimum of three (3) itemized bids to establish the cost participation by CITY, subject to approval by CITY. Said bids shall be clearly itemized in order to allow segregation of the costs for which CITY is responsible from the cost for which DEVELOPER is responsible. DEVELOPER shall present design costs for the west half of 25th East/Hitt Road for review and approval by CITY, prior to design being completion.

**S.C. 5.00 25th East/Hitt Road Sidewalk and Landscape Strip Maintenance.**

DEVELOPER or DEVELOPER's successor's, heirs, or assigns shall be perpetually responsible for the maintenance and repair of the curb and gutter, sidewalk and landscape strip along the Subdivision frontage of 25th East/Hitt Road.

# Memorandum

**File #:** 21-022 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Tuesday, February 16, 2021
**DEPARTMENT:** Public Works

**Subject**

Easement Vacation - Lots 8-13, Block 1, Division 2 of Chaffin Addition

**Council Action Desired**

☒ Ordinance ☐ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Easement Vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

**Description, Background Information & Purpose**

Attached for consideration is an ordinance for easement vacations covering Lots 8-13, Block 1, Division 2 of the Chaffin Addition for the purpose of better facilitating development of the property.

**Alignment with City & Department Planning Objectives**

☒ ☐ ☐ ☐ ☐ ☐ ☐ ☒

These easement vacations support the community-oriented result of economic growth and vibrancy by allowing property owners to make better use of their property.

**Interdepartmental Coordination**

Other appropriate departments have reviewed and approved the easement vacation.

## Fiscal Impact

N/A

## Legal Review

The vacation ordinance was prepared by the Legal Department.

2021-12

**ORDINANCE NO. 2021-**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the underlying property owners would like to vacate a portion of the public easements in Lots 8-13, Block 1, Division 2 of the Chaffin Addition, to better facilitate the development of their lots; and

WHEREAS, the utility providers have agreed in writing to the vacation; and

WHEREAS, the property owners of the Lots and Block described in this Ordinance will dedicate new public easements, as needed and as the site plan is developed.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

**SECTION 1.** Vacation. The existing eight foot (8') wide and approximately six hundred twenty-six (626') foot long utility easement across a portion of Lots 8, 9, 10, 11, 12, and 13 of Block 1, Chaffin Addition Division 2, as described in Exhibit "A" attached to and incorporated into this Ordinance.

**SECTION 2.** Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include any other easements, or any franchise rights that are not described in Section 1 above or in the attached Exhibit "A".

**SECTION 3.** Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety and shall revert to the current record property owners.

**SECTION 4.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**SECTION 5.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately

upon its passage, approval, and publication.

**SECTION 6.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2021.

ATTEST:

_____
Rebecca L. Noah Casper, Mayor

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO )
) ss:
County of Bonneville )

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

(SEAL)

_____
Kathy Hampton
City Clerk

EXHIBIT A

## LEGAL DESCRIPTION

Lot 8

An easement being 8.00 (eight) feet in width, being part of the Southerly 160.41 feet of Lot 8, Block 1 of the Chaffin Addition, Division No. 2, having Inst. No. 578894 more particularly described as follows:

Beginning at the Southeast corner of said Lot 8, running thence N00°28'45"E 160.41 feet along the East line of said Lot 8, thence leaving said East line N89°31'15"W 8.00 feet, thence S00°28'45"W 160.41 feet to the South line of said Lot 8, thence along said South line S89°31'15"E 8.00 feet to the Point of Beginning.

Lot 9

An easement being 8.00 (eight) feet in width, being part of Lot 9, Block 1 of the Chaffin Addition, Division No. 2, having Inst. No. 578894 more particularly described as follows:

Beginning at the Northeast corner of said Lot 9, running thence S00°28'45"W 235.00 feet along the East line of said Lot 9 to the Southeast corner of said Lot 9, thence leaving said East line along the South line of said Lot 9 N89°31'15"W 8.00 feet, thence N00°28'45"E 235.00 feet to the North line of said Lot 9, thence along said North line S89°31'15"E 8.00 feet to the Point of Beginning.

Lot 10

An easement being 8.00 (eight) feet in width, being part of the Northerly 230.59 feet of Lot 10, Block 1 of the Chaffin Addition, Division No. 2, having Inst. No. 578894 more particularly described as follows:

Beginning at the Northeast corner of said Lot 10, running thence S00°28'45"W 230.59 feet along the East line of said Lot 10, thence leaving said East line N89°31'15"W 8.00 feet, thence N00°28'45"E 230.59 feet to the North line of said Lot 10, thence along said North line S89°31'15"E 8.00 feet to the Point of Beginning.

Submitted by:
Eng/Survey Firm Name: ASPEN ENGINEERING INC.
Contact Name: CASEY HOWELL
Phone Number: (208)871-4043
Email: CASEY@UMRECYCLING.COM

PLS Seal: PROFESSIONAL LAND SURVEYOR LICENSED STATE OF IDAHO 02-04-2021 14750 FRANK W PETERSON

Page 1 of 2

EXHIBIT A

## LEGAL DESCRIPTION

Lot 11

An easement being 8.00 (eight) feet in width, being part of the Northerly 210.00 feet of Lot 11, Block 1 of the Chaffin Addition, Division No. 2, having Inst. No. 578894 more particularly described as follows:

Beginning at the Northwest corner of said Lot 11, running thence S00°28'45"W 210.00 feet along the West line of said Lot 11, thence leaving said West line S89°31'15"E 8.00 feet, thence N00°28'45"E 210.00 feet to the North line of said Lot 11, thence along said North line N89°31'15"W 8.00 feet to the Point of Beginning.

Lot 12

An easement being 8.00 (eight) feet in width, being part of Lot 12, Block 1 of the Chaffin Addition, Division No. 2, having Inst. No. 578894 more particularly described as follows:

Beginning at the Northwest corner of said Lot 12, running thence S00°28'45"W 210.00 feet along the West line of said Lot 12, to the Southwest corner of said Lot 12, thence leaving said West line along the South line of said Lot 12 S89°31'15"E 8.00 feet, thence leaving said South line N00°28'45"E 210.00 feet to the North line of said Lot 12, thence along said North line N89°31'15"W 8.00 feet to the Point of Beginning.

Lot 13

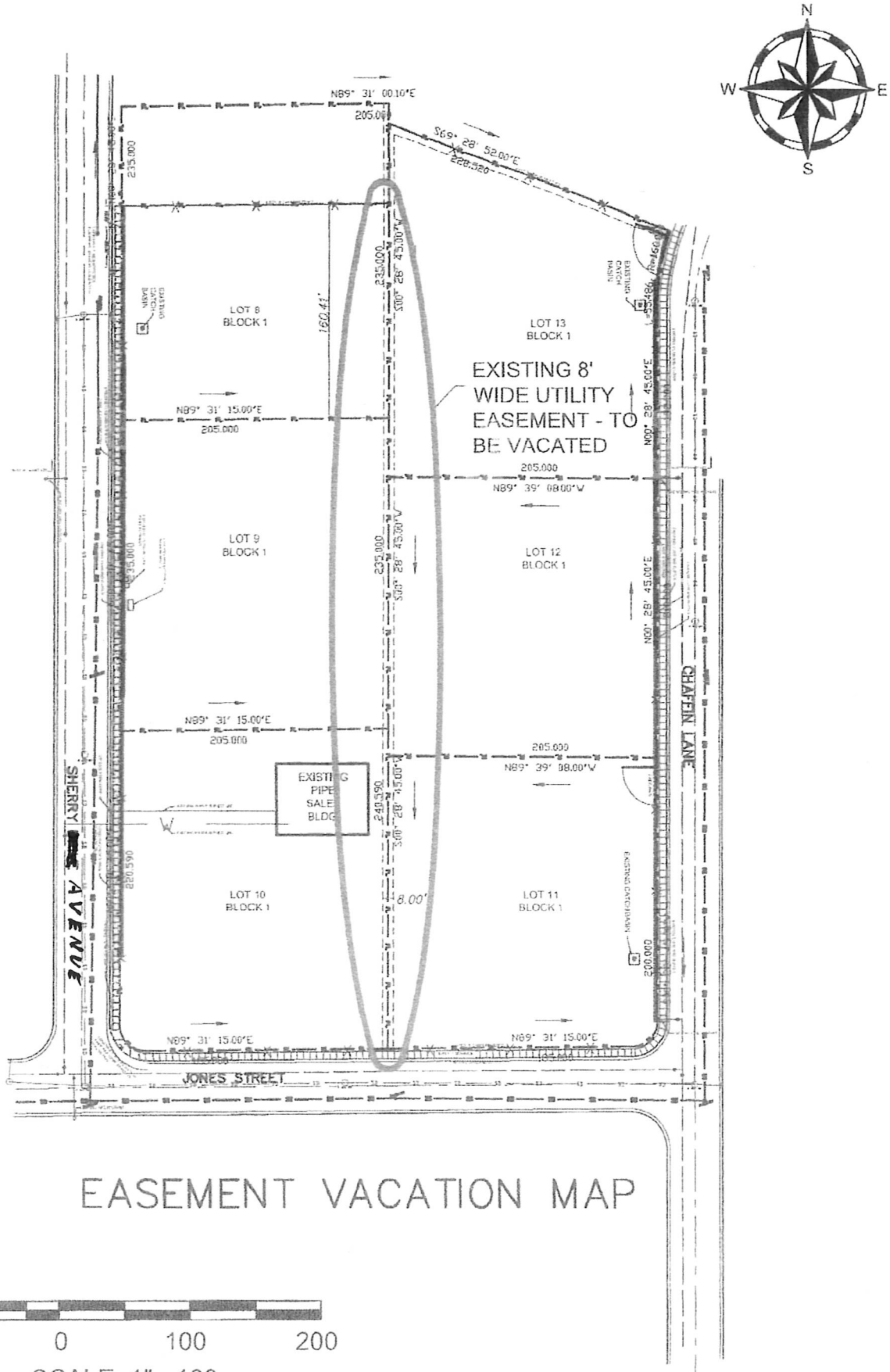
An easement being 8.00 (eight) feet in width, being part of the Southerly 206.00 feet of Lot 13, Block 1 of the Chaffin Addition, Division No. 2, having Inst. No. 578894 more particularly described as follows:

Beginning at the Southwest corner of said Lot 13, running thence N00°28'45"E 206.00 feet along the West line of said Lot 13, thence leaving said West line S89°31'15"E 8.00 feet, thence S00°28'45"W 206.00 feet to the South line of said Lot 13, thence along said South line N89°31'15"W 8.00 feet to the Point of Beginning.

Submitted by:
Eng/Survey Firm Name: ASPEN ENGINEERING, INC
Contact Name: CASEY HOWELL
Phone Number: (208) 871-4043
Email: CASEY@UM RECYCLING.COM

PLS Seal: PROFESSIONAL LAND SURVEYOR LICENSED 02-06-2021 14750 STATE OF IDAHO FRANK W PETERSON

Page 2 of 2




# EASEMENT VACATION MAP

100 0 100 200

SCALE: 1"= 100

1" = 100'
N
W
E
S
1536
1509
1527
1475
1470
Area to be Vacated
1495
Sherry Ave
Chaffin Ln
1345
1443
Jones St

# Memorandum

**File #:** 21-023 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Tuesday, February 16, 2021
**DEPARTMENT:** Public Works

**Subject**

17th Street and Woodruff Avenue Intersection Improvement Right-of-Way Agreement.

**Council Action Desired**

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the 17th Street and Woodruff Avenue Intersection Improvement Right-of-Way Agreement; and, authorization for the Mayor and City Clerk to sign the document or take other action as deemed appropriate.

**Description, Background Information & Purpose**

Please find attached for execution a right-of-way agreement with the Roman Catholic Diocese of Boise for the sale of property to accommodate improvements to the 17th Street and Woodruff Avenue Intersection project. The purchase value was negotiated and involves Parcel 16 for $279,411.00.

**Alignment with City & Department Planning Objectives**

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This right-of-way purchase supports the community-oriented result of reliable public infrastructure and transportation by allowing for capacity and safety improvements at the intersection of 17th Street and Woodruff Avenue.

**Interdepartmental Coordination**

Other appropriate departments have reviewed project plans and this agreement.

**Fiscal Impact**

The 17th Street and Woodruff Avenue intersection improvement project is federally funded. Right-of-way funds have been programmed to address necessary land acquisition to construct the project. The city will receive reimbursement at 92.66% of the cost of right-of-way acquisition. Sufficient funding and spending authority exist to acquire necessary right-of-way.

**Legal Review**

The agreement was prepared by the Legal Department.

**RIGHT-OF-WAY AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND ROMAN CATHOLIC DIOCESE OF BOISE**

Parcel No.: 16
Project Name: 17th Street & Woodruff Ave. Intersection Improvements
Project No.: A014(024)
Key No.: 14024
County: Bonneville

THIS RIGHT-OF-WAY AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND ROMAN CATHOLIC DIOCESE OF BOISE (hereinafter "ROW Agreement"), is made this _____day of _____ 2021,by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and ROMAN CATHOLIC DIOCESE OF BOISE, a Idaho Non-Profit Corporation, whose mailing address is 1501 S Federal Way Suite 400, Boise, Idaho 83705 (hereinafter "GRANTOR").

**WITNESSETH:**

In consideration of the premises, CITY and GRANTOR agree as follows:

1. Sale of Property. GRANTOR agrees to sell and CITY agrees to buy the following property:

a. Those certain real properties described as Parcel 16A as it is shown on the 17th STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT, recorded with the Office of the Recorder for Bonneville County, Idaho as instrument number 1654218, dated: 09/02/2020 and attached hereon as Exhibit "A" and by this reference made a part hereof, said real properties hereinafter being referred to as "Real Property."

b. All improvements, landscaping and appurtenances located upon the Real Property, all of which shall collectively be referred to hereinafter as "Improvements."

The Real Property and the Improvements shall hereinafter be collectively referred to as the "Property."

2. Purchase Price. In consideration of the conveyance of the Property, CITY agrees to pay GRANTOR as just compensation the sum of **TWO HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED ELEVEN** ($279,411) DOLLARS. GRANTOR acknowledges and agrees to accept such payment as compensation for the conveyance of the Property and all damages of any kind

suffered, or to be suffered, on account of the conveyance contemplated herein. Payment of the entire purchase price shall be due and payable in full at the closing.

3. Landscaping. City shall Landscape, at City's sole cost and to Grantor's satisfaction, the right of way impact area, as illustrated in Exhibit "B", attached hereto and by reference made part of this Right-of-Way Agreement. Landscaping shall include the removal of the asphalt arrival court, with replacement landscaping.

4. Closing. Closing shall occur on or before _____, 2021 at a time and place mutually agreeable to the parties.

5. Deeds. The Property shall be conveyed to CITY by Right-of-Way Deed, free and clear of all liens and encumbrances as are expressly listed in Exhibit "A" attached hereto. Such Right-of-Way Deed shall be delivered to the City at closing and shall be in substantially the same form as Exhibit "A" attached hereto. In the event the Property is conveyed subject to such listed encumbrances, grantor shall fully, faithfully, and timely perform all terms, conditions and covenants associated with such encumbrances and shall indemnify, defend and hold the CITY harmless therefrom. All covenants, conditions, representations and warranties set forth in this ROW Agreement shall survive the closing of this transaction and delivery of such deeds.

6. Taxes. GRANTOR shall pay all taxes and assessments levied or assessed against the Property for the year 2021 prorated to the date of closing. CITY may withhold from the amounts due GRANTOR at closing an amount reasonably estimated to equal GRANTORS' share of the 2021 taxes.

7. Possession. Possession of the Property shall be delivered to CITY immediately following closing.

8. Attorney Fees. In the event either party defaults in the performance of the terms and conditions set forth herein, the defaulting party agrees to pay the reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and conditions hereof.

9. Binding Effect. This ROW Agreement shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

10. Construction. In construing this ROW Agreement, and where the context so requires, the singular includes the plural and the masculine includes the feminine and neuter.

11. Complete Agreement. This ROW Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties with respect to the PROPERTY described above, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF IDAHO FALLS, IDAHO
"CITY"

By: _____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

ROMAN CATHOLIC DIOCESE OF BOISE
"GRANTOR"

By:_____
Charles Lawrence – Finance Director

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____day of _____, 2021, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

_____
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF IDAHO )
) ss:
County of _____)

On this _____day of _____, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared CHARLES LAWRENCE known or identified to me to be the Finance Director of the ROMAN CATHOLIC DIOCESE OF BOISE, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said corporation.

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

_____
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

# EXHIBIT A

## 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT

(A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2)

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

IN SW¼ OF SECTION 21, & NW¼ OF SECTION 28, T.2 N., R.38 E.,B.M.

2020

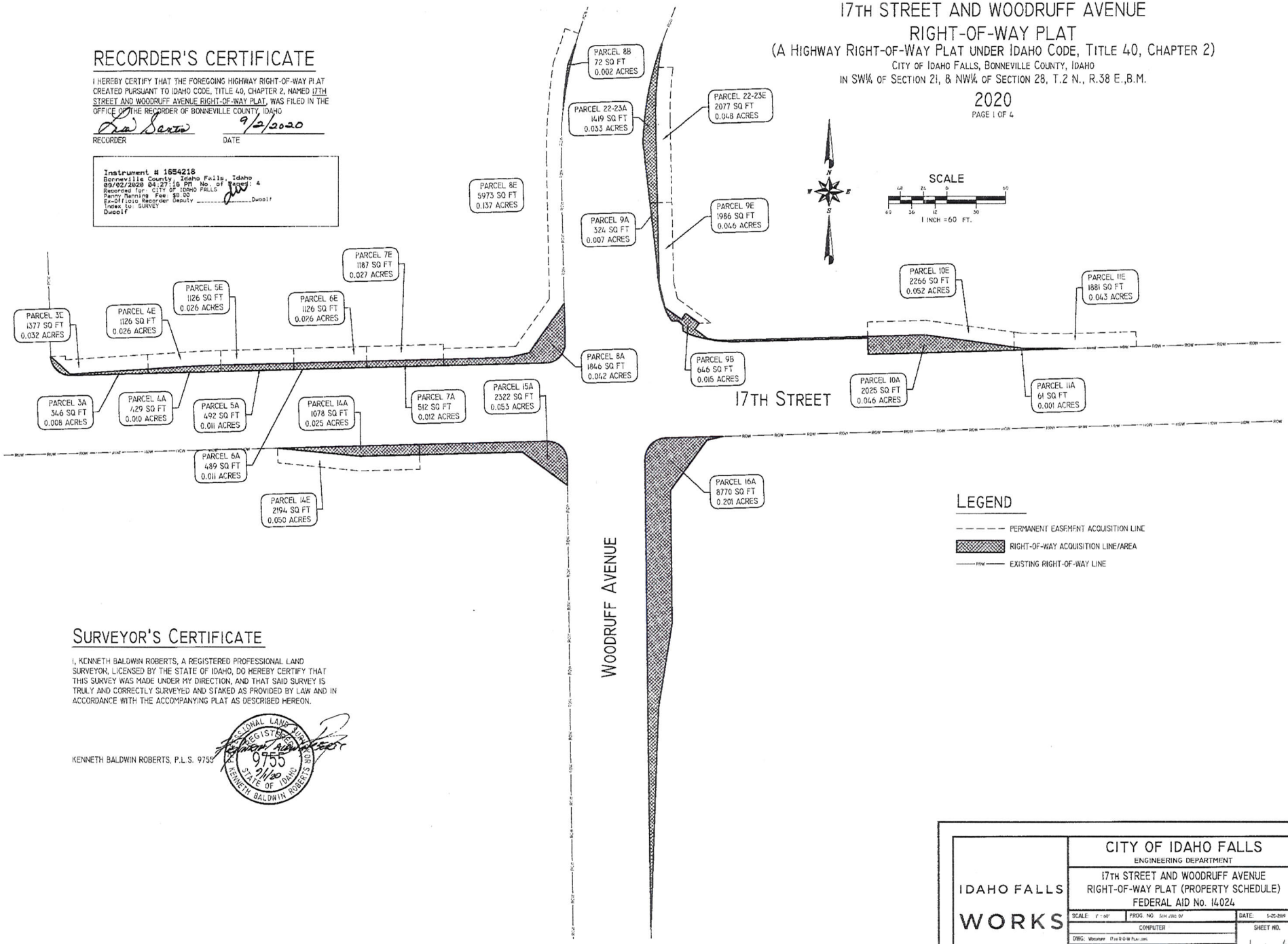
PAGE 1 OF 4

### RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING HIGHWAY RIGHT-OF-WAY PLAT CREATED PURSUANT TO IDAHO CODE, TITLE 40, CHAPTER 2, NAMED 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

RECORDER — DATE: 9/2/2020

Instrument # 1654218
Bonneville County, Idaho Falls, Idaho
09/02/2020 04:27:16 PM No. of Pages: 4
Recorded for: CITY OF IDAHO FALLS
Penny Manning Fee: $0.00
Ex-Officio Recorder Deputy _____ Dwoolf
Index to: SURVEY
Dwoolf




### SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

KENNETH BALDWIN ROBERTS, P.L.S. 9755

REGISTERED PROFESSIONAL LAND SURVEYOR 9755 STATE OF IDAHO KENNETH BALDWIN ROBERTS 9/1/20

| IDAHO FALLS WORKS | CITY OF IDAHO FALLS<br>ENGINEERING DEPARTMENT | |
|---|---|---|
| | 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT (PROPERTY SCHEDULE)<br>FEDERAL AID No. 14024 | |
| | SCALE: 1" = 60' PROG. NO. S-14-2016 07 | DATE: 5-25-2019 |
| | COMPUTER | SHEET NO. |
| | DWG: Woodruff 17th R-O-W Plat.dwg | 1 / |
| | PLOT DATE: 2020 09 01 | |

Instrument # 1554210
Bonneville County, Idaho
02/03/2020 04:37:16 PM
Recording Fee: 90.00
Ex Pgs: 1 No. of Pages:
Kathy Hansen Clerk-Recorder
Index to SURVEY

# 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT

(A Highway Right-of-Way Plat under Idaho Code, Title 40, Chapter 2)

City of Idaho Falls, Bonneville County, Idaho

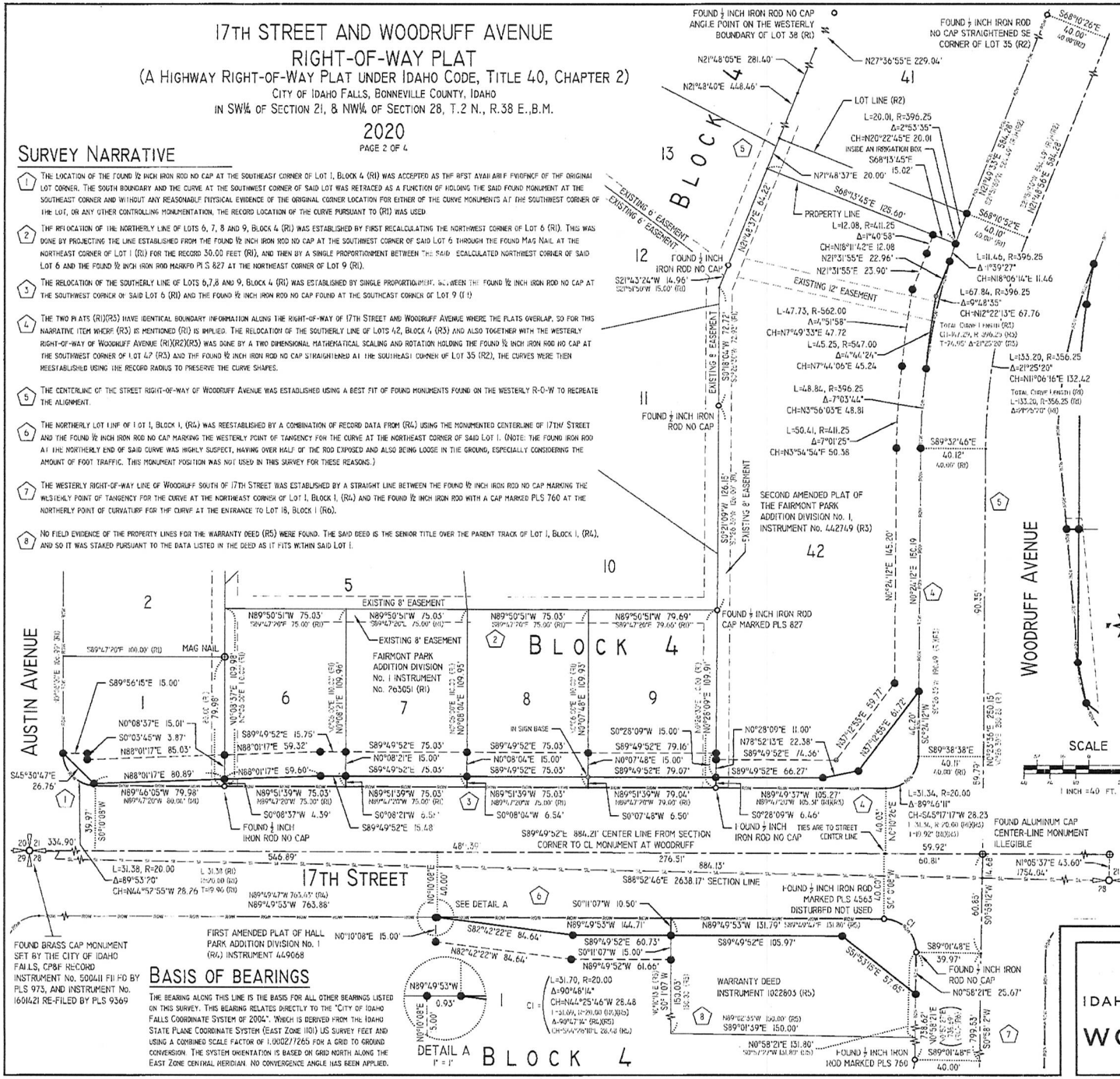
In SW¼ of Section 21, & NW¼ of Section 28, T.2 N., R.38 E.,B.M.

2020



## Survey Narrative

1. The location of the found ½ inch iron rod no cap at the southeast corner of Lot 1, Block 4 (R1) was accepted as the best available evidence of the original lot corner. The south boundary and the curve at the southwest corner of said lot was retraced as a function of holding the said found monument at the southeast corner and without any reasonable physical evidence of the original corner location for either of the curve monuments at the southwest corner of the lot, or any other controlling monumentation. The record location of the curve pursuant to (R1) was used.
2. The relocation of the northerly line of Lots 6, 7, 8 and 9, Block 4 (R1) was established by first recalculating the northwest corner of Lot 6 (R1). This was done by projecting the line established from the found ½ inch iron rod no cap at the southwest corner of said Lot 6 through the found Mag Nail at the northeast corner of Lot 1 (R1) for the record 30.00 feet (R1), and then by a single proportionment between the said recalculated northwest corner of said Lot 6 and the found ½ inch iron rod marked PLS 827 at the northeast corner of Lot 9 (R1).
3. The relocation of the southerly line of Lots 6,7,8 and 9, Block 4 (R1) was established by single proportionment between the found ½ inch iron rod no cap at the southwest corner of said Lot 6 (R1) and the found ½ inch iron rod no cap found at the southeast corner of Lot 9 (R1).
4. The two plats (R1)(R3) have identical boundary information along the right-of-way of 17th Street and Woodruff Avenue where the plats overlap, so for this narrative item where (R3) is mentioned (R1) is implied. The relocation of the southerly line of Lots 42, Block 4 (R3) and also together with the westerly right-of-way of Woodruff Avenue (R1)(R2)(R3) was done by a two dimensional mathematical scaling and rotation holding the found ½ inch iron rod no cap at the southwest corner of Lot 42 (R3) and the found ½ inch iron rod no cap straightened at the southeast corner of Lot 35 (R2), the curves were then reestablished using the record radius to preserve the curve shapes.
5. The centerline of the street right-of-way of Woodruff Avenue was established using a best fit of found monuments found on the westerly R-O-W to recreate the alignment.
6. The northerly lot line of Lot 1, Block 1, (R4) was reestablished by a combination of record data from (R4) using the monumented centerline of 17th Street and the found ½ inch iron rod no cap marking the westerly point of tangency for the curve at the northeast corner of said Lot 1. (Note: The found iron rod at the northerly end of said curve was highly suspect, having over half of the rod exposed and also being loose in the ground, especially considering the amount of foot traffic. This monument position was not used in this survey for these reasons.)
7. The westerly right-of-way line of Woodruff south of 17th Street was established by a straight line between the found ½ inch iron rod no cap marking the westerly point of tangency for the curve at the northeast corner of Lot 1, Block 1, (R4) and the found ½ inch iron rod with a cap marked PLS 760 at the northerly point of curvature for the curve at the entrance to Lot 18, Block 1 (R6).
8. No field evidence of the property lines for the warranty deed (R5) were found. The said deed is the senior title over the parent track of Lot 1, Block 1, (R4), and so it was staked pursuant to the data listed in the deed as it fits within said Lot 1.




## Basis of Bearings

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004". Which is derived from the Idaho State Plane Coordinate System (East Zone 1101) US survey feet and using a combined scale factor of 1.0002/7265 for a grid to ground conversion. The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.

## Record Data Sources

(R1) = Fairmont Park Addition Division No. 1, Instrument No. 263051
(R2) = Fairmont Park Addition Division No. 2, Instrument No. 325635
(R3) = Second Amended Plat of the Fairmont Park Addition Instrument No. 442749
(R4) = First Amended Plat of Hall Park Addition Division No. 1, Instrument No. 449068
(R5) = Warranty Deed Instrument No. 1022803
(R6) = Second Amended Plat of Lorin C. Anderson Addition Division No. 1, Instrument No. 442749

## City Right-of-Way Acknowledgment

Pursuant to the requirements of I.C. §40-209(1)(e) the City of Idaho Falls does hereby duly acknowledge and accept the right-of-way shown on the accompanying plat.

Mayor — City Clerk

City Engineer, Kent J. Fugal, PE 9247

City Surveyor, Kenneth Baldwin Roberts, PLS9755

## Surveyor's Certificate

I, Kenneth Baldwin Roberts, a Registered Professional Land Surveyor, licensed by the State of Idaho, do hereby certify that this survey was made under my direction, and that said survey is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

Kenneth Baldwin Roberts, P.L.S. 9755

Professional Land Surveyor Registered 9755 State of Idaho Kenneth Baldwin Roberts

## Legend

- Found 1/2" pin marked with PLS as described
- Found monument as described
- Set copperhead monument marked PLS 9755
- Set 5/8" pin with aluminum cap marked PLS 9755
- Permanent easement acquisition
- Right-of-way acquisition line
- Existing property line / lot line
- PLS section line
- Existing right-of-way line
- Existing easement line, easement size as shown
- Street center-line
- Found PLSS 1/4 corner common to sections shown
- Found PLSS section corner common to sections shown

| Idaho Falls Works | City of Idaho Falls<br>Engineering Department<br>17th Street and Woodruff Avenue<br>Right-of-Way Plat (West Half)<br>Federal Aid No. 14024 |
|---|---|
| | Scale: 1" = 40' · Prog. No. 514 F080-19 · Date: 1-22-2019 |
| | Computer · Sheet No. |
| | DWG: Nuzman - 17th R-O-W Plat.dwg |
| | Plot Date: 2020-01-01 |

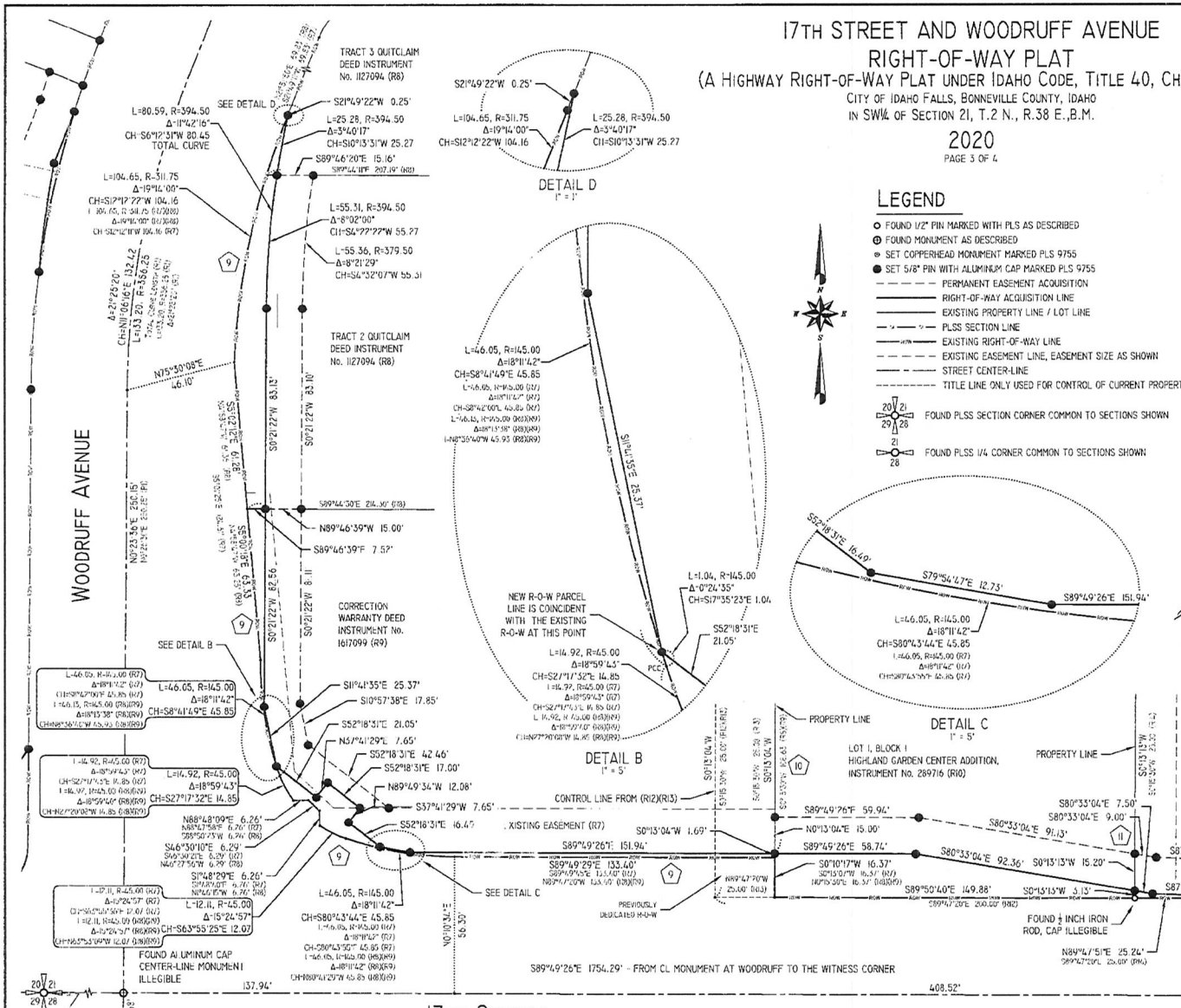
Instrument # 1654218
BONNEVILLE COUNTY, IDAHO
09/09/2020 03:03:15 PM No. of Pages: 4
Recorded for: CITY OF IDAHO FALLS
Ex-Of/Fee Receipt: Deputy
Index to: SURVEY

# 17TH STREET AND WOODRUFF AVENUE
# RIGHT-OF-WAY PLAT
## (A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2)

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
IN SW¼ OF SECTION 21, T.2 N., R.38 E.,B.M.

2020

PAGE 3 OF 4




## LEGEND

- FOUND 1/2" PIN MARKED WITH PLS AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET COPPERHEAD MONUMENT MARKED PLS 9755
- SET 5/8" PIN WITH ALUMINUM CAP MARKED PLS 9755
- PERMANENT EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION LINE
- EXISTING PROPERTY LINE / LOT LINE
- PLSS SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE, EASEMENT SIZE AS SHOWN
- STREET CENTER-LINE
- TITLE LINE ONLY USED FOR CONTROL OF CURRENT PROPERTY
- FOUND PLSS SECTION CORNER COMMON TO SECTIONS SHOWN
- FOUND PLSS 1/4 CORNER COMMON TO SECTIONS SHOWN

## BASIS OF BEARINGS

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1001) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

## RECORD DATA SOURCES

(R1) = FAIRMONT PARK ADDITION DIVISION No. 1, INSTRUMENT No. 263051
(R2) = FAIRMONT PARK ADDITION DIVISION No. 2, INSTRUMENT No. 325635
(R7) = GRANT DEED TO THE CITY OF IDAHO FALLS INSTRUMENT No. 1107584
(R8) = QUITCLAIM DEED TO JOHN H., RICHARD H. AND JOSEPH H. GROBERG INSTRUMENT No. 1127094
(R9) = CORRECTION WARRANTY DEED TO JIM HOUSER, LLC, INSTRUMENT No. 1617099
(R10) = HIGHLAND GARDEN CENTER ADDITION, INSTRUMENT No. 289716
(R11) = STROBEL ADDITION DIVISION No. 1, INSTRUMENT No. 305524
(R12) = WARRANTY DEED TO BRAD H. AND ANDREA P. HALL INSTRUMENT 755513
(R13) = WARRANTY DEED TO JOHN H., RICHARD H. AND JOSEPH H. GROBERG INSTRUMENT No. 755270
(R14) = WARRANTY DEED TO JRS RANCHES LLC, INSTRUMENT NO. 1605527

## SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.
KENNETH BALDWIN ROBERTS, P.L.S. 9755

PROFESSIONAL LAND SURVEYOR 9755 9/1/20 STATE OF IDAHO KENNETH BALDWIN ROBERTS

## SURVEY NARRATIVE

(9) THE GRANT DEED LISTED IN (R7) IS THE SENIOR DEED TO THE PROPERTIES EASTERLY OF IT. THE DEED WAS PLACED USING THE EXACT CALLS FROM THE POINT OF ORIGIN, (THE SOUTHWEST CORNER OF SECTION 21). THE BEARINGS ARE ROTATED TO THE CURRENT MEASURED CENTER LINE CONTROL.

(10) THE WARRANTY DEED (R12) WAS PLACED USING THE FOUND MONUMENTS MARKING THE PLATTED LOT 1, BLOCK 1 (R10). THE DEED WAS ALSO PLACED CONSIDERING THE OTHER METES AND BOUNDS DESCRIPTIONS, NAMELY (R7) AND (R8) BEING THE ADJOINING PROPERTIES TO THE WEST OF (R12). USING ALL THE ABOVE EVIDENCE AND WEIGHTING THEM CONSIDERING THE SENIOR/JUNIOR STATUS OF ALL THE DEEDS, IT WAS ROTATED IN AND FIT TO MAINTAIN THE GENERAL HARMONY OF THE TITLE WITHIN THE MONUMENTS FOUND. THE WARRANTY DEED (R13) WAS PLACED AS THE SENIOR DEED WITHIN (R12).

(11) THIS PORTION OF WARRANTY DEED (R14) WAS PLACED AS THE SENIOR DEED WITHIN (R12) WHICH WAS DESCRIBED IN NARRATIVE ITEM 10 ABOVE.

(12) THIS PORTION OF WARRANTY DEED (R14) WAS PLACED AS THE SENIOR DEED WITHIN LOT 1, BLOCK 2 OF (R14) WHICH WAS CONTROLLED BY THE FOUND MONUMENTS ALONG THE SOUTHERLY LINE OF BLOCK 2 (R11) AND THE RETRACEMENT OF THE SENIOR (R10).

IDAHO FALLS WORKS

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

17TH STREET AND WOODRUFF AVENUE
RIGHT-OF-WAY PLAT (NORTHEAST PORTION)
FEDERAL AID No. 14024

| | | |
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| SCALE: 1" = 30' | PROG. NO. STR 2016 07 | DATE: 5-26-2020 |
| COMPUTER | | SHEET NO. |
| DWG: [illegible] | | |
| PLOT DATE: [illegible] | | |

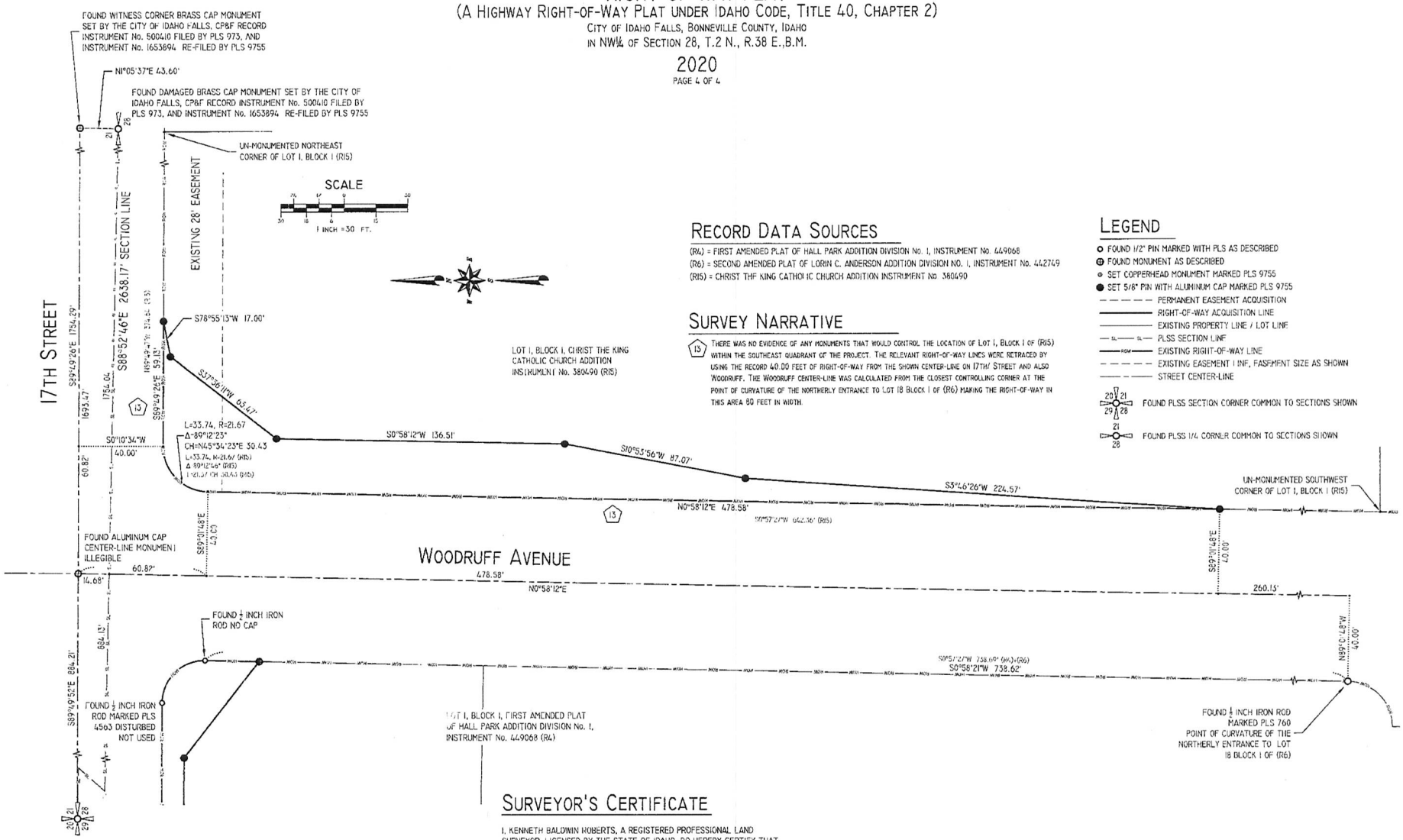
Instrument # 1634218
Bonneville County, Idaho Falls, Idaho
03/02/2020 12:00:00 PM No. of Pages: 4
Recorded for: CITY OF IDAHO FALLS
Ammon C. Ewing Fee: $0.00
Ex-Officio Recorder Deputy
Index to: SURVEY

# 17TH STREET AND WOODRUFF AVENUE
# RIGHT-OF-WAY PLAT
## (A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2)

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
IN NW¼ OF SECTION 28, T.2 N., R.38 E.,B.M.

2020






## RECORD DATA SOURCES

(R4) = FIRST AMENDED PLAT OF HALL PARK ADDITION DIVISION No. 1, INSTRUMENT No. 449068
(R6) = SECOND AMENDED PLAT OF LORIN C. ANDERSON ADDITION DIVISION NO. 1, INSTRUMENT No. 442749
(R15) = CHRIST THE KING CATHOLIC CHURCH ADDITION INSTRUMENT No. 380490

## SURVEY NARRATIVE

(13) THERE WAS NO EVIDENCE OF ANY MONUMENTS THAT WOULD CONTROL THE LOCATION OF LOT 1, BLOCK 1 OF (R15) WITHIN THE SOUTHEAST QUADRANT OF THE PROJECT. THE RELEVANT RIGHT-OF-WAY LINES WERE RETRACED BY USING THE RECORD 40.00 FEET OF RIGHT-OF-WAY FROM THE SHOWN CENTER-LINE ON 17TH/ STREET AND ALSO WOODRUFF. THE WOODRUFF CENTER-LINE WAS CALCULATED FROM THE CLOSEST CONTROLLING CORNER AT THE POINT OF CURVATURE OF THE NORTHERLY ENTRANCE TO LOT 18 BLOCK 1 OF (R6) MAKING THE RIGHT-OF-WAY IN THIS AREA 80 FEET IN WIDTH.

## LEGEND

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## SURVEYOR'S CERTIFICATE

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KENNETH BALDWIN ROBERTS, P.L.S. 9755

REGISTERED PROFESSIONAL LAND SURVEYOR 9755 STATE OF IDAHO KENNETH BALDWIN ROBERTS 9/1/20

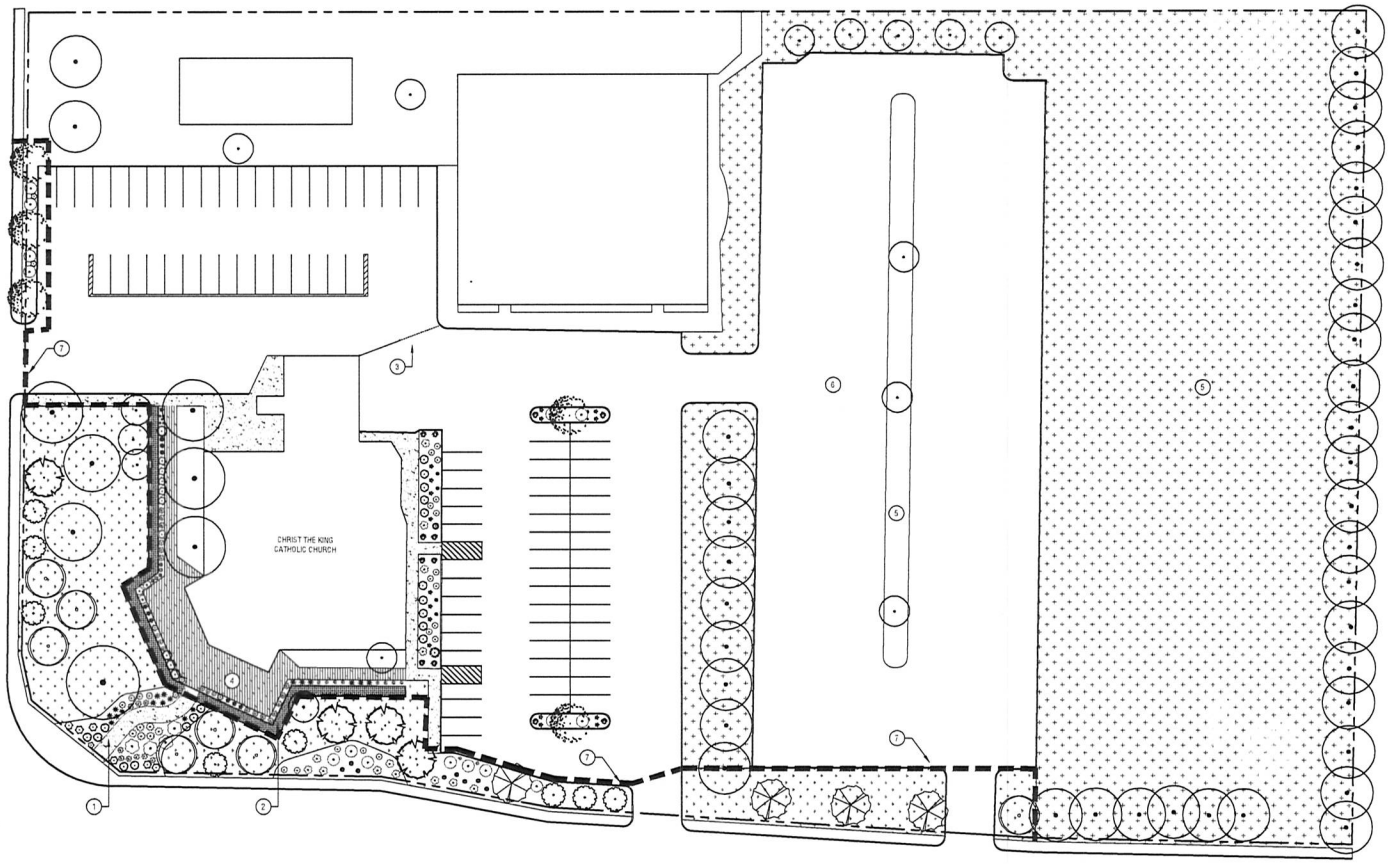
| | | |
|---|---|---|
| IDAHO FALLS WORKS | CITY OF IDAHO FALLS<br>ENGINEERING DEPARTMENT | |
| | 17TH STREET AND WOODRUFF AVENUE<br>RIGHT-OF-WAY PLAT (SOUTHEAST PORTION)<br>FEDERAL AID No. 14024 | |
| | SCALE: 1" = 30' / PROJ. NO. SBR-F166-(6) | DATE: 3-20-2019 |
| | COMPUTER | SHEET NO. |
| | DWG: [illegible] | |
| | PLOT DATE: 2020-09-01 | |

# EXHIBIT"B"

**Landscape Calculations: ROW Impact Area**

**Keynotes:**

**Material Legend:**




**Planting Plan: ROW Impact Area**

Horizontal Scale: 1" = 30'

PLANT SCHEDULE R.O.W. IMPACT AREA

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|---|---|---|---|---|
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# Memorandum

**File #:** 21-024 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Wednesday, February 17, 2021
**DEPARTMENT:** Public Works

**Subject**

Resolution - Condemnation of Properties for the 17th Street and Woodruff Avenue Intersection Improvement Project

**Council Action Desired**

☐ Ordinance ☒ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the resolution and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

**Description, Background Information & Purpose**

The 17th Street and Woodruff Avenue intersection improvement project has been programmed and includes design and construction funds to address capacity and safety issues at this major intersection. Proposed improvements to add turn lanes require that additional right-of-way be purchased to construct the project. With the support of the City Council, Public Works staff have negotiated with the property owner and made fair-market offers to purchase needed right-of-way, but have been unable to reach agreement for the parcels included within the resolution. Therefore, it is recommended that the city exercise its eminent domain authority to acquire necessary right-of-way to complete the proposed intersection improvements.

**Alignment with City & Department Planning Objectives**

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This resolution supports the community-oriented result of reliable public infrastructure and transportation by

allowing for capacity and safety improvement at the intersection of 17th Street and Woodruff Avenue.

**Interdepartmental Coordination**

Other appropriate departments have reviewed project plans for this intersection improvement project.

**Fiscal Impact**

The 17th Street and Woodruff Avenue intersection improvement project is federally funded. Right-of-way funds have been programmed to address necessary land acquisition to construct the project. The city will receive reimbursement at 92.66% of the cost of right-of-way acquisition. Sufficient funding and spending authority exist to acquire necessary right-of-way.

**Legal Review**

The resolution was prepared by the Legal Department.

**RESOLUTION NO. 2021- _____**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ORDERING THE CONDEMNATION OF PROPERTY FOR A FUNDED AND APPROVED PUBLIC RIGHT OF WAY PROJECT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, eight (8) years ago the City of Idaho Falls initiated planning and applications to receive federal funding for the expansion of the intersection of East 17th Street and South Woodruff Avenue, located within the City of Idaho Falls, Bonneville County, State of Idaho ("Project"); and

WHEREAS, both the United States Federal Highway Administration (FHWA) and the Idaho Transportation Department have identified the Project as a public need; and

WHEREAS, both the State of Idaho and the FHWA have approved and provided federal funds to assist the City to construct the Project; and

WHEREAS, the Project will better serve the traveling public as the City continues to grow, and

WHEREAS, the Project will increase the traffic capacity and improve the safety of the intersection; and

WHEREAS, the City initiated the design of the Project in 2016; and,

WHEREAS, the environmental and preliminary design process for the Project has been completed; and

WHEREAS, the Idaho Transportation Department has authorized right-of-way acquisition for the project; and

WHEREAS, the City has been able to acquire all real properties, except two (2) parcels, that are necessary to complete the Project, through a fair-market offer, negotiation, and sale; and

WHEREAS, Parcels 5A (Right-of-Way) and 5E (Permanent Easement) of the 17th Street and Woodruff Avenue Right of Way Plat, attached hereto as Exhibit "A" are both currently part of Lot 7, Block 4 Fairmont Park Addition, Division No. 1, Record No. 263051 of Bonneville County, Idaho (RPA0800004007O).

WHEREAS, Parcels 3A (Right-of-Way) and 3E (Permanent Easement) of the 17th Street and Woodruff Avenue Right of Way Plat, attached hereto as Exhibit "A" are both currently part of Lot

1, Block 4 Fairmont Park Addition, Division No. 1, Record No. 263051 of Bonneville County, Idaho (RPA0800004001O).

WHEREAS, the City has made fair-market offers, supported by appraisals conducted by a licensed real property appraiser, for Parcels 3A, 3E, 5A, 5E, as described in Exhibit "A" attached hereto; and

WHEREAS, the City has been unable to enter into a negotiation for an agreement to the purchase of the real property of Parcels 3A, 3E, 5A, 5E, as described in Exhibit "A;" and

WHEREAS, the real property described in Exhibit "A" is necessary to complete the Project; and

WHEREAS, the City has eminent domain authority to acquire real property for public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. That the City exercise its Eminent Domain authority to condemn Parcels 3A, 3E, 5A, 5E, as described in Exhibit "A."

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of February, 2021.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

# Exhibit “A

# 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT

(A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2)

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

IN SW¼ OF SECTION 21, & NW¼ OF SECTION 28, T.2 N., R.38 E.,B.M.

2020



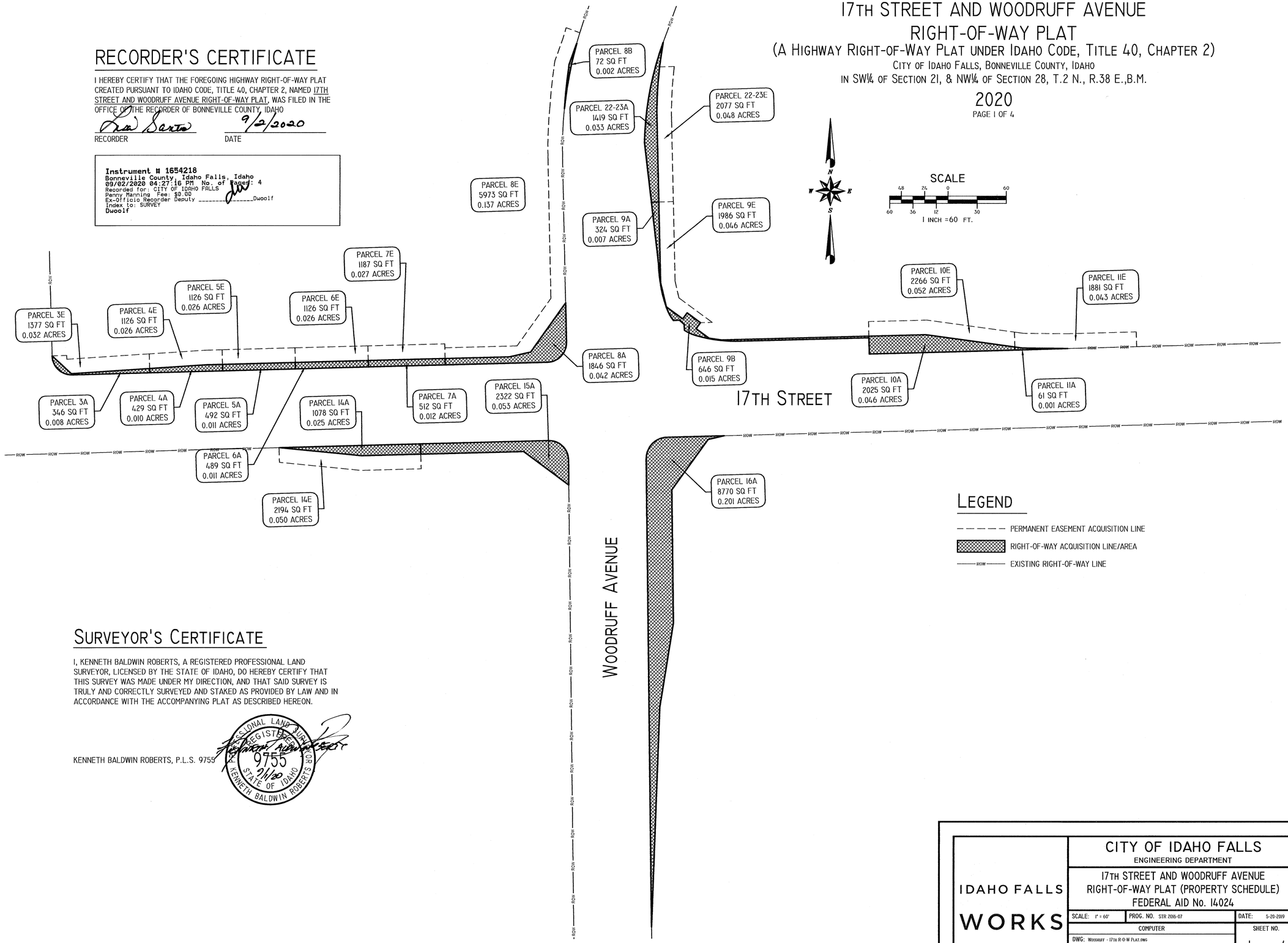
## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING HIGHWAY RIGHT-OF-WAY PLAT CREATED PURSUANT TO IDAHO CODE, TITLE 40, CHAPTER 2, NAMED 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

Lisa Sarto — 9/2/2020

RECORDER — DATE

Instrument # 1654218
Bonneville County, Idaho Falls, Idaho
09/02/2020 04:27:16 PM No. of Pages: 4
Recorded for: CITY OF IDAHO FALLS
Penny Manning Fee: $0.00
Ex-Officio Recorder Deputy _____ Dwoolf
Index to: SURVEY
Dwoolf




## LEGEND

- PERMANENT EASEMENT ACQUISITION LINE
- RIGHT-OF-WAY ACQUISITION LINE/AREA
- ROW — EXISTING RIGHT-OF-WAY LINE

## SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

KENNETH BALDWIN ROBERTS, P.L.S. 9755

PROFESSIONAL LAND SURVEYOR REGISTERED 9755 STATE OF IDAHO KENNETH BALDWIN ROBERTS 9/1/20

| | | | |
|---|---|---|---|
| IDAHO FALLS WORKS | CITY OF IDAHO FALLS<br>ENGINEERING DEPARTMENT | | |
| | 17TH STREET AND WOODRUFF AVENUE<br>RIGHT-OF-WAY PLAT (PROPERTY SCHEDULE)<br>FEDERAL AID No. 14024 | | |
| | SCALE: 1" = 60' | PROG. NO. STR 2016-07 | DATE: 5-20-2019 |
| | COMPUTER | | SHEET NO. |
| | DWG: WOODRUFF - 17TH R-O-W PLAT.DWG | | 1 OF 4 |
| | PLOT DATE: 2020-09-01 | | |

Instrument # 1654218
Bonneville County, Idaho
08/02/2020 04:27:16 PM No. of Pages: 4
Recorded for : CITY OF IDAHO FALLS
Penny Manning Fee: 0.00
Ex-Officio Recorder Deputy
Index to: SURVEY

# 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT

(A Highway Right-of-Way Plat under Idaho Code, Title 40, Chapter 2)

City of Idaho Falls, Bonneville County, Idaho

In SW¼ of Section 21, & NW¼ of Section 28, T.2 N., R.38 E.,B.M.

2020



## Survey Narrative

1. The location of the found ½ inch iron rod no cap at the southeast corner of Lot 1, Block 4 (R1) was accepted as the best available evidence of the original lot corner. The south boundary and the curve at the southwest corner of said lot was retraced as a function of holding the said found monument at the southeast corner and without any reasonable physical evidence of the original corner location for either of the curve monuments at the southwest corner of the lot, or any other controlling monumentation, the record location of the curve pursuant to (R1) was used.

2. The relocation of the northerly line of lots 6, 7, 8 and 9, Block 4 (R1) was established by first recalculating the northwest corner of Lot 6 (R1). This was done by projecting the line established from the found ½ inch iron rod no cap at the southwest corner of said Lot 6 through the found Mag Nail at the northeast corner of Lot 1 (R1) for the record 30.00 feet (R1), and then by a single proportionment between the said recalculated northwest corner of said Lot 6 and the found ½ inch iron rod marked PLS 827 at the northeast corner of Lot 9 (R1).

3. The relocation of the southerly line of Lots 6,7,8 and 9, Block 4 (R1) was established by single proportionment between the found ½ inch iron rod no cap at the southwest corner of said Lot 6 (R1) and the found ½ inch iron rod no cap found at the southeast corner of Lot 9 (R1).

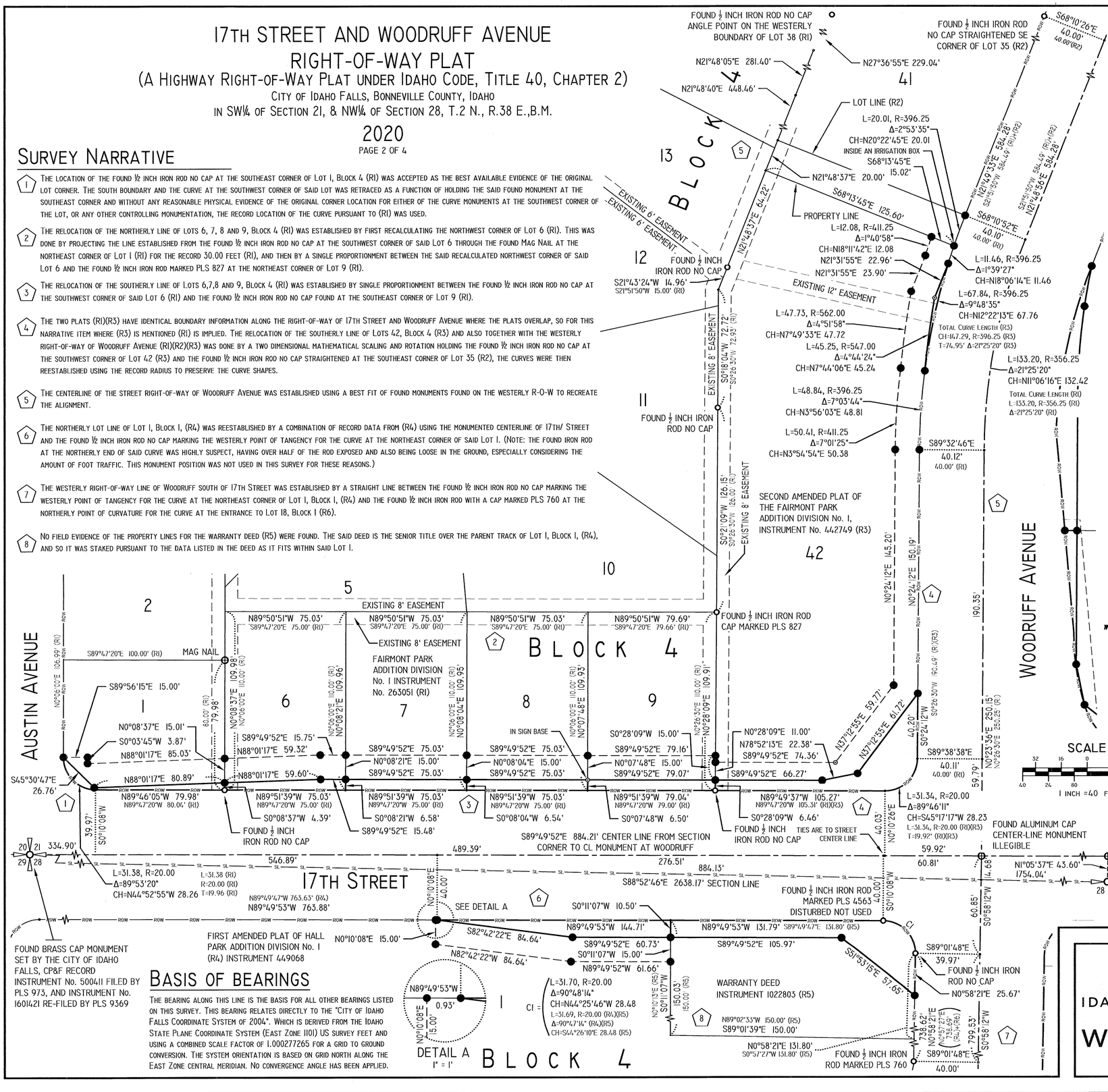
4. The two plats (R1)(R3) have identical boundary information along the right-of-way of 17th Street and Woodruff Avenue where the plats overlap, so for this narrative item where (R3) is mentioned (R1) is implied. The relocation of the southerly line of Lots 42, Block 4 (R3) and also together with the westerly right-of-way of Woodruff Avenue (R1)(R2)(R3) was done by a two dimensional mathematical scaling and rotation holding the found ½ inch iron rod no cap at the southwest corner of Lot 42 (R3) and the found ½ inch iron rod no cap straightened at the southeast corner of Lot 35 (R2), the curves were then reestablished using the record radius to preserve the curve shapes.

5. The centerline of the street right-of-way of Woodruff Avenue was established using a best fit of found monuments found on the westerly R-O-W to recreate the alignment.

6. The northerly lot line of Lot 1, Block 1, (R4) was reestablished by a combination of record data from (R4) using the monumented centerline of 17th/ Street and the found ½ inch iron rod no cap marking the westerly point of tangency for the curve at the northeast corner of said Lot 1. (Note: the found iron rod at the northerly end of said curve was highly suspect, having over half of the rod exposed and also being loose in the ground, especially considering the amount of foot traffic. This monument position was not used in this survey for these reasons.)

7. The westerly right-of-way line of Woodruff south of 17th Street was established by a straight line between the found ½ inch iron rod no cap marking the westerly point of tangency for the curve at the northeast corner of Lot 1, Block 1, (R4) and the found ½ inch iron rod with a cap marked PLS 760 at the northerly point of curvature for the curve at the entrance to Lot 18, Block 1 (R6).

8. No field evidence of the property lines for the warranty deed (R5) were found. The said deed is the senior title over the parent track of Lot 1, Block 1, (R4), and so it was staked pursuant to the data listed in the deed as it fits within said Lot 1.




## Record Data Sources

(R1) = Fairmont Park Addition Division No. 1, Instrument No. 263051
(R2) = Fairmont Park Addition Division No. 2, Instrument No. 325635
(R3) = Second Amended Plat of the Fairmont Park Addition Instrument No. 442749
(R4) = First Amended Plat of Hall Park Addition Division No. 1, Instrument No. 449068
(R5) = Warranty Deed Instrument No. 1022803
(R6) = Second Amended Plat of Lorin C. Anderson Addition Division No. 1, Instrument No. 442749

## City Right-of-Way Acknowledgment

Pursuant to the requirements of I.C. §40-209(1)(e) the City of Idaho Falls does hereby duly acknowledge and accept the right-of-way shown on the accompanying plat.

Mayor — City Clerk

City Engineer, Kent J. Fugal, PE 9247 — City Surveyor, Kenneth Baldwin Roberts, PLS9755

## Surveyor's Certificate

I, Kenneth Baldwin Roberts, a registered professional land surveyor, licensed by the State of Idaho, do hereby certify that this survey was made under my direction, and that said survey is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

Kenneth Baldwin Roberts, P.L.S. 9755

Professional Land Surveyor Registered 9755 State of Idaho Kenneth Baldwin Roberts 9/1/20

## Basis of Bearings

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004". Which is derived from the Idaho State Plane Coordinate System (East Zone 1101) US survey feet and using a combined scale factor of 1.000277265 for a grid to ground conversion. The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.

## Legend

- Found 1/2" pin marked with PLS as described
- Found monument as described
- Set copperhead monument marked PLS 9755
- Set 5/8" pin with aluminum cap marked PLS 9755
- Permanent easement acquisition
- Right-of-way acquisition line
- Existing property line / lot line
- PLSS section line
- Existing right-of-way line
- Existing easement line, easement size as shown
- Street center-line
- Found PLSS 1/4 corner common to sections shown
- Found PLSS section corner common to sections shown

Scale: 1 inch = 40 ft.

| | |
|---|---|
| IDAHO FALLS WORKS | City of Idaho Falls — Engineering Department |
| | 17th Street and Woodruff Avenue Right-of-Way Plat (West Half) Federal Aid No. 14024 |
| Scale: 1" = 40' | Prog. No. STR 2016-07 — Date: 5-20-2019 |
| Computer | Sheet No. 2 of 4 |
| DWG: Woodruff - 17th R-O-W Plat.dwg | |
| Plot date: 2020-09-01 | |

Instrument # 1654218
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09/08/2020 No. of Pages: 4
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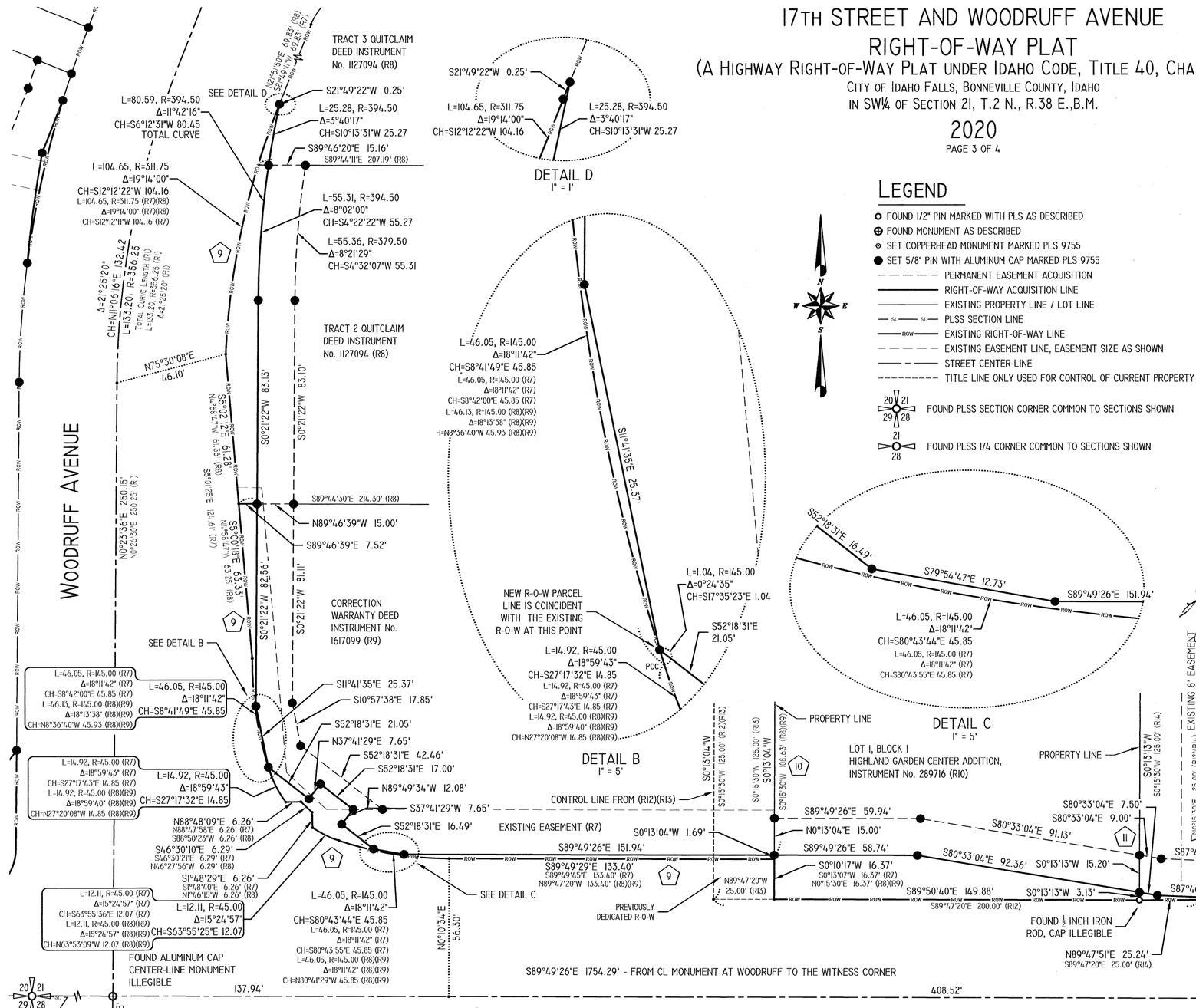
2020






## LEGEND

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- SET COPPERHEAD MONUMENT MARKED PLS 9755
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- FOUND PLSS 1/4 CORNER COMMON TO SECTIONS SHOWN

## BASIS OF BEARINGS

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

## RECORD DATA SOURCES

(R1) = FAIRMONT PARK ADDITION DIVISION No. 1, INSTRUMENT No. 263051
(R2) = FAIRMONT PARK ADDITION DIVISION No. 2, INSTRUMENT No. 325635
(R7) = GRANT DEED TO THE CITY OF IDAHO FALLS INSTRUMENT No. 1107584
(R8) = QUITCLAIM DEED TO JOHN H., RICHARD H. AND JOSEPH H. GROBERG INSTRUMENT No. 1127094
(R9) = CORRECTION WARRANTY DEED TO JIM HOUSER, LLC, INSTRUMENT No. 1617099
(R10) = HIGHLAND GARDEN CENTER ADDITION, INSTRUMENT No. 289716
(R11) = STROBEL ADDITION DIVISION No. 1, INSTRUMENT No. 305524
(R12) = WARRANTY DEED TO BRAD H, AND ANDREA P. HALL INSTRUMENT 755513
(R13) = WARRANTY DEED TO JOHN H., RICHARD H. AND JOSEPH H. GROBERG INSTRUMENT No. 755270
(R14) = WARRANTY DEED TO JRS RANCHES LLC, INSTRUMENT NO. 1605327

## SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.
KENNETH BALDWIN ROBERTS, P.L.S. 9755

PROFESSIONAL LAND SURVEYOR REGISTERED 9755 9/1/20 STATE OF IDAHO KENNETH BALDWIN ROBERTS

## SURVEY NARRATIVE

9 THE GRANT DEED LISTED IN (R7) IS THE SENIOR DEED TO THE PROPERTIES EASTERLY OF IT. THE DEED WAS PLACED USING THE EXACT CALLS FROM THE POINT OF ORIGIN, (THE SOUTHWEST CORNER OF SECTION 21). THE BEARINGS ARE ROTATED TO THE CURRENT MEASURED CENTER LINE CONTROL.

10 THE WARRANTY DEED (R12) WAS PLACED USING THE FOUND MONUMENTS MARKING THE PLATTED LOT I, BLOCK I (R10). THE DEED WAS ALSO PLACED CONSIDERING THE OTHER METES AND BOUNDS DESCRIPTIONS, NAMELY (R7) AND (R8) BEING THE ADJOINING PROPERTIES TO THE WEST OF (R12). USING ALL THE ABOVE EVIDENCE AND WEIGHTING THEM CONSIDERING THE SENIOR/JUNIOR STATUS OF ALL THE DEEDS, IT WAS ROTATED IN AND FIT TO MAINTAIN THE GENERAL HARMONY OF THE TITLE WITHIN THE MONUMENTS FOUND. THE WARRANTY DEED (R13) WAS PLACED AS THE SENIOR DEED WITHIN (R12).

11 THIS PORTION OF WARRANTY DEED (R14) WAS PLACED AS THE SENIOR DEED WITHIN (R12) WHICH WAS DESCRIBED IN NARRATIVE ITEM 10 ABOVE.

12 THIS PORTION OF WARRANTY DEED (R14) WAS PLACED AS THE SENIOR DEED WITHIN LOT I, BLOCK 2 OF (R14) WHICH WAS CONTROLLED BY THE FOUND MONUMENTS ALONG THE SOUTHERLY LINE OF BLOCK 2 (R11) AND THE RETRACEMENT OF THE SENIOR (R10).

| | | | |
|---|---|---|---|
| IDAHO FALLS WORKS | CITY OF IDAHO FALLS<br>ENGINEERING DEPARTMENT | | |
| | 17TH STREET AND WOODRUFF AVENUE<br>RIGHT-OF-WAY PLAT (NORTHEAST PORTION)<br>FEDERAL AID No. 14024 | | |
| | SCALE: 1" = 30' | PROG. NO. STR 2016-07 | DATE: 5-20-2019 |
| | COMPUTER | | SHEET NO. |
| | DWG: WOODRUFF - 17TH R-O-W PLAT.DWG | | 3 OF 4 |
| | PLOT DATE: 2020-09-01 | | |

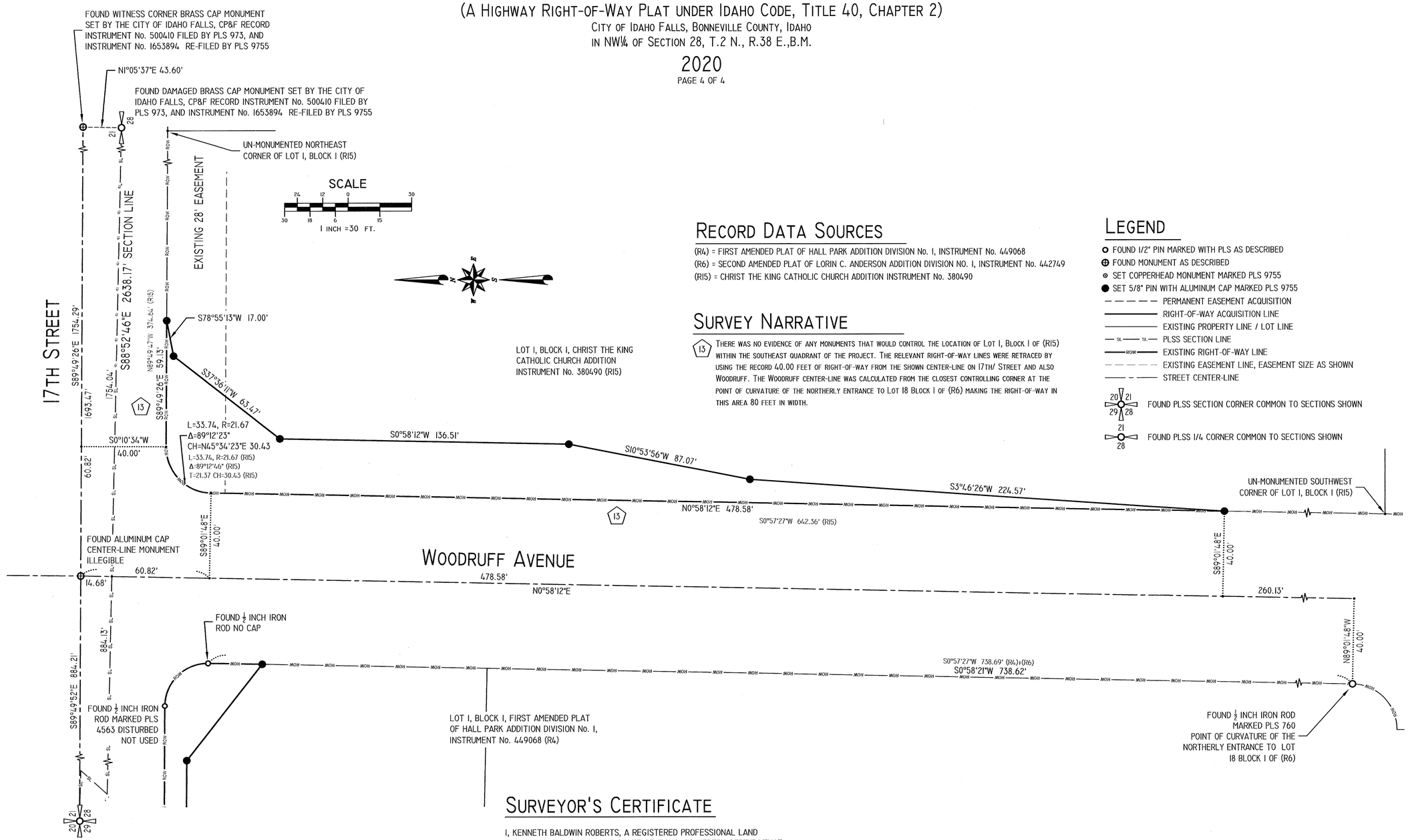
Instrument # 1654218
Bonneville County, Idaho Falls, Idaho
09/02/2020 04:27:16 PM No. of Pages: 4
Recorded for : CITY OF IDAHO FALLS
Penny Manning Fee: $0.00
Ex Officio Recorder Deputy
Index to: SURVEY

# 17TH STREET AND WOODRUFF AVENUE
# RIGHT-OF-WAY PLAT
## (A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2)

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
IN NW¼ OF SECTION 28, T.2 N., R.38 E.,B.M.

2020






## RECORD DATA SOURCES

(R4) = FIRST AMENDED PLAT OF HALL PARK ADDITION DIVISION No. 1, INSTRUMENT No. 449068
(R6) = SECOND AMENDED PLAT OF LORIN C. ANDERSON ADDITION DIVISION NO. 1, INSTRUMENT No. 442749
(R15) = CHRIST THE KING CATHOLIC CHURCH ADDITION INSTRUMENT No. 380490

## SURVEY NARRATIVE

(13) THERE WAS NO EVIDENCE OF ANY MONUMENTS THAT WOULD CONTROL THE LOCATION OF LOT 1, BLOCK 1 OF (R15) WITHIN THE SOUTHEAST QUADRANT OF THE PROJECT. THE RELEVANT RIGHT-OF-WAY LINES WERE RETRACED BY USING THE RECORD 40.00 FEET OF RIGHT-OF-WAY FROM THE SHOWN CENTER-LINE ON 17TH/ STREET AND ALSO WOODRUFF. THE WOODRUFF CENTER-LINE WAS CALCULATED FROM THE CLOSEST CONTROLLING CORNER AT THE POINT OF CURVATURE OF THE NORTHERLY ENTRANCE TO LOT 18 BLOCK 1 OF (R6) MAKING THE RIGHT-OF-WAY IN THIS AREA 80 FEET IN WIDTH.

## LEGEND

- FOUND 1/2" PIN MARKED WITH PLS AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET COPPERHEAD MONUMENT MARKED PLS 9755
- SET 5/8" PIN WITH ALUMINUM CAP MARKED PLS 9755
- PERMANENT EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION LINE
- EXISTING PROPERTY LINE / LOT LINE
- PLSS SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE, EASEMENT SIZE AS SHOWN
- STREET CENTER-LINE
- FOUND PLSS SECTION CORNER COMMON TO SECTIONS SHOWN
- FOUND PLSS 1/4 CORNER COMMON TO SECTIONS SHOWN

## BASIS OF BEARINGS

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PROFESSIONAL LAND SURVEYOR REGISTERED 9755 9/1/20 STATE OF IDAHO KENNETH BALDWIN ROBERTS

| | | | |
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