



# City Council Agenda

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City of Idaho Falls  
Regular Council Meeting  
680 Park Avenue

**Thursday**  
**October 27, 2022**  
**7:30 p.m.**

**Mayor**

Rebecca Casper

**City Council**

Michelle Ziel-Dingman  
Council President

John Radford  
Council Seat 5

Jim Freeman  
Council Seat 6

Tom Hally  
Council Seat 3

Jim Francis  
Council Seat 4

Lisa Burtenshaw  
Council Seat 2



Livestream at [www.idahofallsidaho.gov/429/Live-Stream](http://www.idahofallsidaho.gov/429/Live-Stream)

# PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on [the City website](#). Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on [the City website](#). The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, property decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

## Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

## Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at [IFClerk@idahofalls.gov](mailto:IFClerk@idahofalls.gov). Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to [virtualattend@idahofalls.gov](mailto:virtualattend@idahofalls.gov) no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

**If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.**





# City Council Meeting

## Agenda

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, October 27, 2022

7:30 PM

City Council Chambers

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### City Council Agenda:

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comment.

Please see guidelines above.

4. Consent Agenda.

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

#### A. Airport

- 1) Approval of Replacement Chiller for Airport Terminal 21-660

The existing Airport chiller was installed during a terminal renovation project ended during 2002 and has surpassed its useful life. The chiller was designed to have a useful life of between 10 and 15 years. Staff requests replacement of the unit because the chiller has become unreliable. The cost to replace the chiller is expected to be \$349,723. The additional cost for the replacing the refrigerant monitor is \$9,401 and is necessary. The VFD Replacement in the proposal, while necessary, can be installed at a later time. The total cost of the project is expected to be \$359,124. The chiller was included in the budget for FY23 at \$350,000. The additional \$9,124 will come from cuts within the Airport operating budget.

**Attachments:** Proposal 9-16 Trane - Chiller replacement.pdf  
PROD-SLB033-EN\_06262020 (002).pdf  
3341\_TRANE\_MAD\_HVAC\_2022\_09\_01\_.pdf

#### B. Idaho Falls Power

- 1) IF 20-06, Additional Spending Request for Overhead Fiber Project 21-699

On 9 Jan. 2020, the City Council approved B. Jackson Construction, Inc.'s original contract to provide overhead fiber optic cable services and gave additional spending authority on 10 Nov. 2021 to continue the four-year buildout. Due to the scale of the project and miles of additional overhead line needed, IFF requires additional spending authority to bring the project to completion. Staff are not aware of other parties interested in performing this work due to the highly technical and unique nature of the work. B. Jackson is currently willing to continue to work under the original contract pricing and terms. IFF staff believe it is in the best interest of the fiber network to request additional spending under the terms of the original contract for \$1,000,000.00.

#### C. Public Works

- 1) Minutes from Annual Meeting of Public Works Department Utilities. **21-694**  
Annual Meeting of Public Works Department Utilities held on 13 July 2022.

**Attachments:** Public Works Annual Utility Meeting Minutes.pdf

- 2) IF-23-A, Purchase Replacement Vactor Truck for Public Works **21-697**  
This purchase will replace unit #1177, a 2013 International 7500 that has reached its useful life and is scheduled for replacement.

**Attachments:** City of Idaho Falls 2023 Vactor 2100i - MetroQuip - 10-13-22.pdf

- 3) IF-23-02, Purchase Road Salt for Public Works **21-698**  
On October 19, 2022, bids were received and opened for the purchase of road salt. A tabulation of the bid results is attached. This purchase will provide approximately 3,000 tons of road salt for the Street Division.

**Attachments:** IF-23-02 Road Salt for Public Works.pdf

License Applications, all carrying the required approvals

**Action Item:**

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. **Fire Department**

- 1) Sole Source Purchase of Motorola Portable Radios **21-677**  
During the FY 2022-2023 budget process, City Council authorized the purchase of radios contingent upon the awarding of a SAFER (Staffing for Adequate Fire and Emergency Response) grant. The City of Idaho Falls Fire Department was awarded the SAFER grant on September 21, 2022. The Fire Department is now in the process of hiring 12 firefighters, purchasing equipment, and preparing for their employment within the next several months. These radios, utilized within the Fire Department's existing system, have enhanced safety features that are unique to Motorola

**Action Item:**

Declare the MOTOROLA Solutions as the only vendor for the firefighter radios that are reasonably available because the compatibility of these firefighter radios with the City's existing system, components, accessories, and equipment is the paramount consideration for this purchase and approve a purchase of the firefighter radios in the amount of \$108,237.36 for 12 firefighters (or take other action deemed appropriate).

**Attachments:** MOTOROLA Solutions-IFFD Quote.pdf

- 2) Bonneville County Ambulance Service Agreement **21-678**  
This service agreement allows the Fire Department to continue to provide a proficient and

cost-effective method of Emergency Medical Transport Services to the residents of Bonneville County.

**Action Item:**

Approve the Ambulance Service Agreement between the CITY and Bonneville County and give authorization for the Mayor and Deputy City Clerk to sign necessary documents (or take other action deemed appropriate).

**Attachments:** AMB Services Bonneville County.pdf

**B. Municipal Services**

**1) Public Hearing for the Exchange of City Property 21-667**

Pursuant to Idaho Code §50-1401 and §50-1402, Municipal Services and Public Works have determined this property originally acquired for a storm pond is underutilized. The Notice of Public Hearing was published on Sunday, October 16, 2022, and Sunday, October 23, 2022. The Public Hearing is scheduled for Thursday, October 27, 2022, in the Council Chambers of the city Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. At the conclusion of the hearing, Council will have met the notice and hearing requirements to exchange the property and may provide direction to city staff to create and authorize the Mayor to execute the necessary documents to transfer the property.

**Action Item:**

Conduct a public hearing for the exchange of city property located at the Intermountain Business and Technology Park. At the conclusion of the hearing, declare Council's intent to exchange the City property with Teton Communications, Inc. without any monetary exchange and direct City staff to create the necessary documents to exchange the properties and authorize the Mayor to execute the exchange (or take other action deemed appropriate).

**Attachments:** City Property Discussion 10-11-22.pptx  
2nd Review Teton to City Description.pdf  
2nd Review City to Roderick Description (003).pdf

**2) Approval to Write-Off Unpaid Utility Service Accounts 21-688**

A total of 882 utility service accounts have been identified as uncollectable based on the following categories: bankruptcy at \$37,231.09 or 67 accounts; deceased, with no known estate at \$23,664.02 or 76 accounts; and \$294,924.70 identified as uncollectible by the city's contracted collection agency and city staff.

The recommended write-offs meet the terms of the City Service Delivery Account Write-Off Policy: "No payment has been posted to the account within a four-year/five-year period; The City's contracted collections agency determined the account is uncollectible; The account is in the name of a deceased person with no known estate; The Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection or another business reason."

For comparison purposes, last years' total approved for write-off for utility service accounts for calendar year 2016 was \$219,241.73. The increase of \$136,578.08 is attributed to additional delinquent accounts identified by the city's contracted collection agency as uncollectible and the

bankrupt, deceased accounts for calendar years 2018, 2019, 2020 and 2021.

**Action Item:**

Approve the write-off of \$355,819.81 in unpaid utility service accounts which have been determined as uncollectible for the calendar years 2017, 2018, 2019, 2020 and 2021 (or take other action deemed appropriate).

**Attachments:** Utility Service Write-Off Summary.pdf

**3) City Ordinance Revision - Title 2, Chapter 9 - Civic Center for the Performing Arts 21-692**

The amendment creates a permanent position on the committee for a member who is an employee of School District 91 and who is aware of District and Idaho Falls High School's functions and interests to enhance the long-standing relationship between the City and School District. This will benefit the community by improving the quality of committee decisions. In addition, an amended ordinance will stagger committee members' terms for a smoother transition, strengthen the institutional memory within the committee and allow the Mayor and Council some flexibility with appointments that serves the purposes of the committee

**Action Item:**

Click or tap here to enter text.

Approve the amendment to Title 2, Chapter 9 of the City Code regarding adding a School District 91 representative to and staggering committee member terms on the Civic Center for the Performing Arts Committee under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or take other action deemed appropriate).

**Attachments:** Ordinance - Title 2 Ch 9 Civic Center Committee 10.25.22.pdf

**4) Bid IF-23-01 Purchase Chlorine and Sodium Bisulfite for Public Works 21-695**

Bids for the annual purchase of chlorine and sodium bisulfite were received on October 12, 2022. The chemicals are used for the water and wastewater treatment operations. One bid was received. Upon reviewing the bid received city staff are recommending rejecting the bid received for Section I, Chlorine 150-pound cylinder and negotiating the purchase of this bid item on the open market.

**Action Item:**

Accept and approve the bids received from the lowest responsive and responsible bidder, Thatcher Company, Inc. for Section II, Chlorine 1 ton container and Section III, Sodium Bisulfite for a total of \$611,200, and reject the bid received for Section I, Chlorine 150-pound cylinders and authorize Public Works to negotiate the purchase on the open market (or take other action deemed appropriate).

**Attachments:** Tabulation Bid IF-23-01 Chlorine and Sodium Bisulfite.pdf

**5) Purchase two 2022 North Star 153-1 Ambulances for the Fire Department 21-696**

This purchase will replace the two oldest units, 846 and 847 in the fleet that have reached their useful life and scheduled for replacement. Both are 2016 ambulance units with 846 having over 206,000 miles and 9,800 hours and 847 having over 165,000 miles and 5,600 hours. The replacement ambulances were approved for expedited order due to supply chain delays committing American

Rescue Plan Act (ARPA) funds during the May 12, 2022, City Council meeting.

**Action Item:**

Approve the purchase of two 2022 North Star 153-1 ambulances accessing the Houston-Galveston Area Council (HGAC) competitive procurement contract #AM10-20 from Braun NW, Inc. for \$220,056.00 each, for a total of \$440,112.00 (or take other action deemed appropriate).

**Attachments:** Fire Department Replacement Ambulances - Braun NW2.pdf  
Fire Department Braun NW\_VIEWS.pdf  
Fire Department Replacement Ambulances - Braun NW-HGAC Proposal.pdf  
ARPA Projects.xlsx

**C. Community Development Services**

- 1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East. **21-681**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommend approval of the annexation with an initial zoning of TN and R3 with the Controlled Development Airport Overlay Zone, to the Mayor and City Council as presented. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Ordinance annexing 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



**Attachments:** Zoning Map  
Aerial  
Comp Plan Map  
Staff Report  
Residential Use Table  
Airport Land Use  
PC Minutes  
Ordinance  
Exhibit A  
Map Exhibit  
Reasoned Statement

- 2) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East. 21-682

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously recommended approval of TN and R3 with the Controlled Development Airport Overlay Zone. Staff concurs with this recommendation.

**Action Item:**

1. Assign a Comprehensive Plan Designation of “General Urban” and approve the Ordinance establishing the initial zoning for TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map  
Aerial  
Comp Plan Map  
Ordinance  
Exhibit A  
Map Exhibit  
Reasoned Statement

- 3) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.355 acres of Part of the SW ¼ of Section 24, Township 2 North, Range 37 East. **21-683**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Airport Controlled Development Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.355 acres of Part of the SW ¼ of Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of CC to the Mayor and City Council as presented. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Ordinance annexing 11.355 acres of Part of the SW ¼ of Section 24, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 11.355 acres of Part of the SW ¼ of Section 24, T 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map  
Aerial  
Comp Plan Map  
Staff Report  
Airport Land Use  
Airport Height Limitations  
Airport Future Noise Contour  
PC Minutes  
Ordinance  
Exhibit A  
Map Exhibit  
Reasoned Statement

- 4) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of CC, Central Commercial with Airport Controlled Development **21-684**

Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 11.355 acres for Part of the Southwest ¼ of Section 24, Township 2 North, Range 37 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with Airport Controlled Development Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.355 acres for Part of the Southwest ¼ of Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommend approval of CC, Central Commercial with Airport Controlled Development Overlay Zone to the Mayor and City Council as presented. Staff concurs with this recommendation.

**Action Item:**

1. Assign a Comprehensive Plan Designation of “Mixed Use Centers and Corridors” and approve the Ordinance establishing the initial zoning for CC, Central Commercial with Airport Controlled Development Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of CC, Central Commercial with Airport Controlled Development Overlay Zone, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**     Zoning Map  
                              Aerial  
                              Comp Plan Map  
                              Ordinance  
                              Exhibit A  
                              Map Exhibit  
                              Reasoned Statement

- 5) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East.

21-686

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its October 4, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of LC as presented. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Ordinance annexing 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**    Zoning Map  
                         Aerial  
                         Comp Plan Map  
                         Staff Report  
                         Airport Land Use  
                         PC Minutes  
                         Ordinance  
                         Exhibit A  
                         Map Exhibit  
                         Reasoned Statement

- 6) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 6.361 acres of the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East. **21-687**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 6.361 acres of the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its October 4, 2022, meeting and unanimously voted to recommend approval of LC, Limited Commercial with Controlled Development Airport Overlay Zones to the Mayor and City Council as presented. Staff concurs with this recommendation.

**Action Item:**

1. Assign a Comprehensive Plan Designation of “Mixed Use Centers and Corridors” and approve the Ordinance establishing the initial zoning for LC, Limited Commercial with Controlled Development Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LC, Limited Commercial with Controlled Development Airport Overlay Zones, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map  
Aerial  
Comp Plan Map  
Ordinance  
Exhibit A  
Map Exhibit  
Reasoned Statement

- 7) Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Terrace Gate Apartments and Barnwood Estates. **21-689**

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Terrace Gate Apartments and Barnwood Estates. On June 7, 2022, the Planning and Zoning Commission voted to recommend approval of the PUD with a vote of five in favor and one abstention. Staff concurs with Planning and Zoning's recommendation.

**Action Item:**

1. Approve the Planned Unit Development for Terrace Gate Apartments and Barnwood Estates as presented (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Terrace Gate Apartments and Barnwood Estates and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map  
Aerial  
PUD  
ELEVATION VIEWS  
Staff Report  
PC Minutes  
Reasoned Statement

- 8) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Eagle Ridge Division 4. **21-691**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Eagle Ridge Division 4. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Development Agreement for the Final Plat for Eagle Ridge Division 4 and give



authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Eagle Ridge Division 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Eagle Ridge Division 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**    Zoning Map  
                          Aerial  
                          PC Minutes  
                          Final Plat  
                          Staff Report  
                          Reasoned Statement  
                          Development Agreement

6.     **Announcements.**

7.     **Adjournment.**

# Memorandum

File #: 21-660

City Council Meeting

**FROM:** Rick Cloutier - Airport Director  
**DATE:** Thursday, September 22, 2022  
**DEPARTMENT:** Airport

## Subject

Approval of Replacement Chiller for Airport Terminal

## Council Action Desired

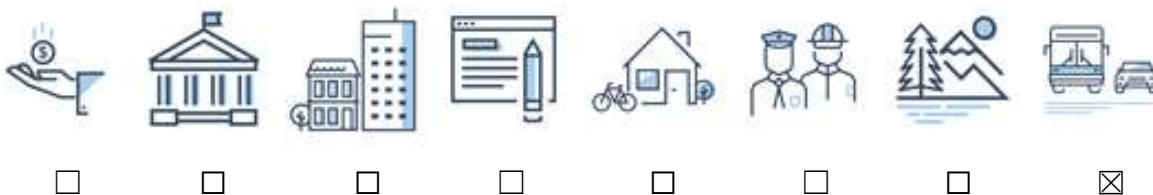
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the attached water-cooled chiller proposal #3233556 from Trane U.S. Inc., accessing the Omnia Partners Cooperative purchasing contract #3341 with Racine County, Wisconsin for a project total of \$359,124 and give authorization for the Mayor to execute the agreement (or take other action deemed appropriate).

## Description, Background Information & Purpose

The existing Airport chiller was installed during a terminal renovation project ended during 2002 and has surpassed its useful life. The chiller was designed to have a useful life of between 10 and 15 years. Staff requests replacement of the unit because the chiller has become unreliable. The cost to replace the chiller is expected to be \$349,723. The additional cost for the replacing the refrigerant monitor is \$9,401 and is necessary. The VFD Replacement in the proposal, while necessary, can be installed at a later time. The total cost of the project is expected to be \$359,124. The chiller was included in the budget for FY23 at \$350,000. The additional \$9,124 will come from cuts within the Airport operating budget.

## Alignment with City & Department Planning Objectives



The replacement chiller will control temperatures during warm months providing a safe and comfortable stay while in the terminal building for passengers, tenants, and staff.

## Interdepartmental Coordination

Municipal Services' Procurement staff has researched and agrees that the purchase of the chiller through the Omnia Partners contract #3341 with Racine County, Wisconsin satisfies State and City competitive procurement requirements.

**Fiscal Impact**

The chiller is included in FY23 budget, and the overage will come from savings in Airport operating budget expenditures.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statute.



# Trane Turnkey Proposal



**Turnkey Proposal For:**  
Kyle Ferrell

City of Idaho Falls  
981 South Boulevard

Idaho Falls, ID 83401 U.S.A.

**Local Trane Office:**  
Trane U.S. Inc. dba Trane  
351 N Mitchel St  
Boise, ID 83704

**Local Trane Representative:**  
Brandon Rigby  
Account Manager  
Cell: (801) 232-2722  
Office: (801) 415-2015

**Proposal ID:**  
3233556

**Date:** September 16, 2022



## TRANE TURNKEY PROPOSAL

# Executive Summary

Trane is pleased to present a solution to help City of Idaho Falls reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from City of Idaho Falls to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits City of Idaho Falls should expect from this project are highlighted below.

- **OEM Supervision of project**
- **OEM Factory Trained Startup Technicians**
- **1-Year OEM Parts and Labor Warranty**
- **Project Management**

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide City of Idaho Falls with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with City of Idaho Falls for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Brandon Rigby  
Account Manager, Trane U.S. Inc. dba Trane





**Prepared For:**  
Kyle Ferrell

**Date:**  
September 16, 2022

**Job Name:**  
Idaho Falls Regional Airport Chiller Replacement

**Proposal Number:** 3233556

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**

**Proposal Expiration Date:**  
30 Days

## Equipment Overview

Unit Overview	
Chiller Model	RTWD - water cooled chiller
Unit Nominal Tonnage	140
Refrigeration Capacity	138.3 tons
Cooling Efficiency	0.7704 kW/ton
IPLV.IP	0.5623 kW/ton
NPLV.IP	0.5839 kW/ton
Unit Voltage	200. volt 3 phase
Refrigerant Type	Nitrogen - field R-134a
Agency Listing	UL listed to US/Canadian safety std
Pressure Vessel Code	ASME pressure vessel code
ASHRAE 90.1 Compliance	ASHRAE 2010
Number of Compressors	2
Number of Circuits	2
Model Number	RTWD140A2**1A*A1AA2A1A1Y 1D1A4B0A0000000A700110D*** *****2000



## Scope of Work

### Turnkey Installation of Water-Cooled Chiller Equipment

- Disconnection, removal, and disposal of 1 existing chiller
- Remove and dispose of refrigerant in compliance with ASHRAE and EPA guidelines
- Disassemble new chiller for installation
- Furnish, set, and install (1) new Trane chiller
  - Includes 1 year Parts and Labor Warranty
- Reassemble new chiller
- Supply and install piping, valves, and accessories as needed to reconnect to new chiller.
- Provide Crane and Rigging



- Provide disconnection and reconnection of electrical
- Assist with connecting new chiller to control system
  - Project is bid with control system being BACnet
  - Connecting to existing control system will require assistance customers controls vendor. All costs associated with this vendor are excluded
  - Installing new comm cable, termination, and programming are provided by others
- Provide Trane factory start-up and commissioning of new chiller
- Ensure chiller operates per design

### Scope for Price Adds

- Provide and Install VFD to replace existing
- Provide and Install Refrigerant monitor to replace existing.
  - Pricing assumes existing exhaust/purge tubing is functional
  - Pricing assumes appropriate controls measures are in place for ventilation in response to a refrigerant leak.

### Exclusions

- Wall patching and repair
- Test and Balance
- Water Treatment

### Proposal Notes/ Clarifications

- Trane is installing a chiller that is the same capacity as the existing chiller, Trane will not perform building load calculations.
- This proposal assumes that installation will be performed during a planned chiller shutdown. Temporary facilities or utilities—including rental equipment is not included.
- This proposal assumes there are no special ingress or egress requirements. If this circumstance changes the price may be subject to a change order.
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



# Pricing and Acceptance

Kyle Ferrell

City of Idaho Falls  
981 South Boulevard

Idaho Falls, ID 83401 U.S.A.

Total Net Price.....\$ 349,723

**Price ADD**

VFD Replacement.....\$ 8,661  
Refrigerant Monitor Replacement .....\$ 9,401

**Pricing is in accordance with Omnia Partners Cooperative Purchasing Contract**

Current Lead Time: 23 Weeks

**Anticipation Discount**

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

Total Potential ADP Discount for this project .....\$ To Follow

Your Trane representative can provide a formal ADP quotation to lock in your savings.

**Financial items not included**

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

*Brandon Rigby*

Brandon Rigby  
Account Manager  
Trane U.S. Inc. dba Trane  
(801) 415-2015



## ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

### COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Brandon Rigby	Cell: (801) 232-2722 Office: (801) 415-2015 Proposal Date: September 16, 2022
<b>CUSTOMER ACCEPTANCE</b> City of Idaho Falls	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



#### TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. dba Trane.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.





**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

## **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)

# HVAC Systems and Energy Services



## Easier, simpler and quicker with cooperative purchasing

Becoming a participant of OMNIA Partners, Public Sector (and its subsidiaries National IPA and U.S. Communities) enables public agencies to drive efficiency, effectiveness and real savings with world-class government procurement resources and solutions. The entire portfolio of Trane equipment and services is available through OMNIA Partners saving time and money.

OMNIA Partners gives you greater purchasing power to unleash the potential of your buildings with Trane solutions. Trane is an industry leader in energy efficient, connected indoor comfort systems, providing full lifecycle support through a world-class services organization. Our mission is to collaborate with organizations to reduce the energy intensity of the world. Through innovative technology and unsurpassed expertise in buildings, we're helping organizations achieve real and enduring sustainability results.

**OMNIA**  
P A R T N E R S

**NATIONAL IPA**  
EXPERIENCED • FOCUSED • TRUSTED

**U.S. COMMUNITIES**  
GOVERNMENT PURCHASING ALLIANCE

**TRANE**  
TECHNOLOGIES

**Trane® Energy Services.** Trane can help you manage both energy supply and demand. Our extensive portfolio of energy services can help you navigate energy purchasing strategies, energy sourcing, storage and consumption. We're experts in a wide range of distributed energy resources using renewable energy (cogeneration, photovoltaic, biomass, biogas and wind power) to lower operating costs, reduce environmental impact and gain energy independence and resiliency. Trane is an Energy Services Company (ESCO) accredited by NAESCO® and certified through the Canadian Federal Buildings initiative.

### OMNIA Partners Elevates Your Purchasing Power

Cooperative purchasing can put your best building within reach. All agreements offered through OMNIA Partners, Public Sector, are competitively solicited and awarded by a public agency/governmental entity (e.g. state, city, county, public university or school district) via a thorough Request for Proposal (RFP). By utilizing a cooperative contract, agencies eliminate duplication of effort, saving valuable time, resources and money.

## Solutions | The entire portfolio of Trane products and services is included in the contract.



**HVAC Systems**—Scalable system solutions for maintaining ideal temperature, humidity and CO<sub>2</sub>



**Energy Services**—Managing your energy supply and demand to reduce cost, optimize performance and improve sustainability



**Optimized Equipment**—Ductless, DX, Unitary, Air Handling, Terminal, and Chilled Water Systems



**Building Services**—Reliable, preventative and proactive scheduled maintenance and repair by factory trained technicians



**Building Automation Systems**—Making precise control easier, mobile and data-rich



**Rental Systems**—Promptly provides temporary, scalable HVAC and power from standard applications to complex solutions



**Intelligent Services™**—Monitoring and analytics to optimize your building and minimize unexpected downtime



**Parts & Supplies**—High performance OEM and wholesale parts and supplies to install and keep your HVAC system running

Want to know more?

Contact your local Account Manager or visit us at [trane.com/beyondenergy](https://trane.com/beyondenergy)



Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit [trane.com](https://trane.com) or [tranetechnologies.com](https://tranetechnologies.com).

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PROD-SLB033-EN  
06/26/2020

**Racine County, Wisconsin**

**Contract # 3341**

*for*

**HVAC Products, Installation, Labor Based Solutions and  
Related Product and Services**

*with*

**Trane US Inc.**

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



**Purchasing Department**

730 Wisconsin Avenue  
Racine, WI 53403  
262-636-3700  
fax: 262-636-3763

## **HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022**

This Contract made and entered into this 16<sup>th</sup> day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

### **W I T N E S S E T H:**

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.



5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

#### RACINE COUNTY

BY: DocuSigned by:  
Jonathan Delagrave 8/17/2022  
7B076D90951B406...

BY: DocuSigned by:  
Wendy Christensen 8/17/2022  
FC1B3339B9654BD...

BY: DocuSigned by:  
Michael J. Lanzdorf 8/17/2022  
36F9231CFBA0401...

BY: DocuSigned by:  
Steven Zimmer 8/16/2022  
14A5552654004D4...

BY: Trane U.S. Inc. DocuSigned by:  
Greg Spencer 8/16/2022  
93FF4CCACB964F1...

# Memorandum

File #: 21-699

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Friday, October 21, 2022  
**DEPARTMENT:** Idaho Falls Power

## Subject

IF 20-06, Additional Spending Request for Overhead Fiber Project

## Council Action Desired

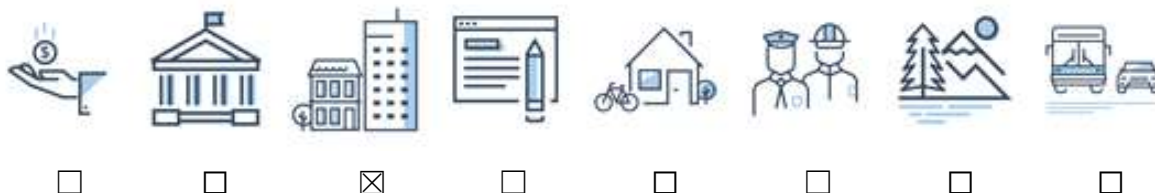
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve additional spending authority under the terms of B. Jackson Construction, Inc.'s original contract for a not-to-exceed amount of \$1,000,000.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

On 9 Jan. 2020, the City Council approved B. Jackson Construction, Inc.'s original contract to provide overhead fiber optic cable services and gave additional spending authority on 10 Nov. 2021 to continue the four-year buildout. Due to the scale of the project and miles of additional overhead line needed, IFF requires additional spending authority to bring the project to completion. Staff are not aware of other parties interested in performing this work due to the highly technical and unique nature of the work. B. Jackson is currently willing to continue to work under the original contract pricing and terms. IFF staff believe it is in the best interest of the fiber network to request additional spending under the terms of the original contract for \$1,000,000.00.

## Alignment with City & Department Planning Objectives



This action supports our readiness for managed, well-planned growth and development by expanding fiber optic overhead services and ensuring reliable community connectivity. This action also supports the growth element of the IFP Strategic Plan.

## Interdepartmental Coordination

The City Attorney Department and Idaho Falls Fiber agree this request is appropriate.

**Fiscal Impact**

Funding for these services is included in the 2022/23 IFF budget.

**Legal Review**

The City Attorney Department has reviewed and affirms that this expenditure is within State Statute §67-2806.

# Memorandum

File #: 21-694

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Wednesday, October 19, 2022  
**DEPARTMENT:** Public Works

## Subject

Minutes from Annual Meeting of Public Works Department Utilities.

## Council Action Desired

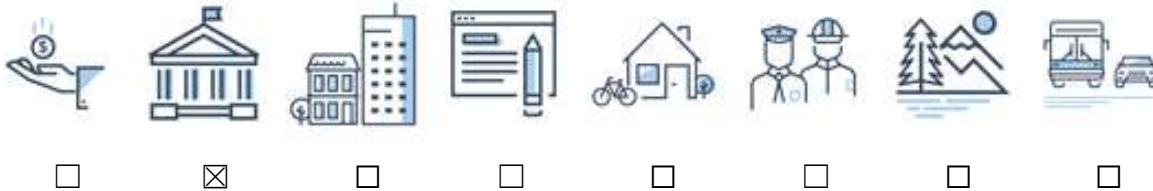
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the minutes as described (or take other action deemed appropriate).

## Description, Background Information & Purpose

Annual Meeting of Public Works Department Utilities held on 13 July 2022.

## Alignment with City & Department Planning Objectives



The action is in accordance with Idaho Code 74-205(1) and supports good governance by demonstrating sound management and enabling trust and transparency.

## Interdepartmental Coordination

N/A

## Fiscal Impact

N/A

## Legal Review

N/A

2022-075

**ANNUAL MEETING OF PUBLIC WORKS DEPARTMENT UTILITIES**  
**Meeting Minutes**

*July 13, 2022*

*5:30 p.m.*

*Wastewater Administration Bldg.*

Officials Present: Mayor Casper, Council President Dingman, Councilor Radford, Councilor Hally, Councilor Freeman, Councilor Francis, Councilor Burtenshaw (joined at 5:55 p.m.)

Officials Absent: None

Also Present: Director Chris Fredericksen, Chris Canfield, Carl Utter, David Richards, Jordan Rechenmacher, Kent Fugal

Call to Order: Meeting called to order at 5:44 p.m.

Announcements: None

Introductions: Fredericksen introduced the Public Works staff in attendance.

Discussion: Fredericksen delivered a prepared presentation and led discussion. The following is a summary of the presentation/discussion highlights.

Public Works Utilities Operations Update/Rate and Budget Overview and Future Policy Initiatives Discussion

- Public Works Department Budget
  - Reviewed overall budget numbers (expenditure and revenue) for the three PW enterprise operations
    - Proposed FY2023 compared to FY2021 and FY2022
  - Public Works manages 10 of 33 funds in the City
- Sanitation Division
  - FY2023 budget request at 86.5% of prior year
    - Additional containers are major expenditure
  - FY2022 expenditures to date are at 75%, matching amount of time elapsed
    - Revenue anticipated to exceed budgeted projection
  - Assets
    - Number of containers is up and budget request includes significant additional containers
      - Largest percentage increase is in 30 cubic yard containers
    - Fleet makeup was reviewed
      - Current MERF balance is 51% of the total fleet replacement cost
  - Recycling
    - Cost to City for free recycling is \$49,380/year
    - Removes 765 tons/year from going to landfill

- Summary
  - Fund balance at approx. \$5M
  - Last rate increase in 2014
  - New rate analysis included in FY2023 budget request
  - Burtenshaw asked if autoloading charge by can has had an impact on collection or revenue
    - Rechenmacher said that there has been some residential revenue increase due to extra cans
  - Mayor discussed rates and that lack of increase since 2014 could mean that we were overcharging in 2014
    - Questioned if rate increases should be done more often at smaller jumps
    - Fredericksen mentioned that the growth in the number of customers served (rate payers increased) has provided needed revenue increase for operations
    - Argument could be made that it is the directors' job to bring forth the appropriate budget request to take care of their employees
      - Mayor and Council then take that information and balance the needs of the employees/departments against the taxpayer/ratepayer burden
      - Rate increases tend to erode the idea that our low rates and high service offset our higher taxes
  - Discussion of philosophy of wages
    - IFP went out on their own
    - PW enterprise operations could do the same, but is that good for overall City operation
    - Discussion of perception that grade determination doesn't truly recognize what certifications/qualifications are required
    - Mayor mentioned that Power has data available that doesn't have a true equivalent in Water, Wastewater, and Sanitation
- Wastewater Division
  - FY2023 budget request at 107.8% of prior year (\$22.9M)
    - Dewatering project cost increase and double loan repayment are factors
      - May not have a loan payment in FY2024
    - Budgeted revenue at \$12.65M
  - FY2022 revenue anticipated to exceed budgeted projection
  - Assets
    - Increase in gravity lines, both sanitary and storm
    - WWTP has capacity of 17 MG/D
      - Average flow of 9.5 MG/D

- Discussion of staffing WWTP 24 hours
    - New facility plan would look at whether there are technologies that would help us get away from having to have operators present at all times
    - Radford mentioned that software can take care of things, but at a very high cost
    - Utter mentioned that there's no substitute for eyes on the operation looking out for things that don't look right
  - Fredericksen showed maps of where the sanitary and storm lift stations are located
  - Fleet/Equipment
    - \$4.5M replacement cost
    - Current MERF balance is 65% of the total fleet replacement cost
- \$250K 50/50 grant for facilities
  - 20-year evaluation
- Collection - budget \$2M for line replacement (goal of 1% replacement per year)
- Next major project - dewatering at \$9M
- Summary
  - Fund balance in June 2022 of \$29.23M
    - Fund balance goal \$5M+
  - Last rate increase of 1.3% for FY2022
    - Proposed 2% for FY2023
  - Cogeneration – study complete
  - Septage receiving upgrades with dewatering project
- Water Division
  - FY2023 budget request at 123.7% of prior year (\$22.6M)
    - \$4.3M increase
    - Water tower increases, ARPA/grant funding, and federal projects are factors
  - FY2023 revenue budgeted at \$13.6M
  - FY2022 expenditures through June 2022
    - Budget \$18.6M
    - Expenditures \$9.5M
      - 51% expended
  - FY2022 revenue anticipated to exceed budgeted projection
  - 19 employees
  - Assets
    - Discussed wells, miles of water main lines, fire hydrants valves, meters (31.5% increase in meter locations, 9.7% of meter locations have meters installed)
    - 21 Wells
      - 2021 average 25 MGD (8.2% increase)
      - 2021 peak 59.4 MGD (2.8% increase)
      - 2021 peak hour 86.0 MGD (11% increase)



- Discussed that taking large peak users (golf courses and parks) off of potable water increases the head space we currently have of 97 vs 86 MGD
  - System capacity 97 MGD
  - Well 19 currently a backup well
  - Fredericksen showed graph of 5-year production
    - Use is very weather dependent
- Fleet/Equipment
  - \$1.6M replacement cost
  - Current MERF balance is 45% of the total fleet replacement cost
- Water Facility Plan underway - complete this fall
- Groundwater recharge
  - Site near Sandy Downs fed from Sand Creek
  - New site at 35th West would come from the Snake River
  - Discussed 2021 and historical mitigation
- Summary
  - Fund balance in June 2022 of \$18.4M
    - Fund balance goal \$2.5M+
  - Last rate increase of 3.9% for FY2021
  - Proposed 5% for FY2023
    - Also water service connection fee adjustments
  - Request for new FTE
- Metering
  - Discussion points regarding metering included:
    - Residential meters
    - Continuing to seek grants for new meters
    - Estimating cost of commercial and residential vaults/pits installation
    - Lead/copper rule
  - General comments from officials present included:
    - Start requiring meters for new construction
    - Implement surcharge for large lots in the interim
    - Metering is the "right" thing to do given arid nature of this region of the country
    - Interesting in polling to determine support of electorate toward metering
    - Consider upping the proposed water rate increase to develop balance for future grant matches

#### Payment in Lieu of Taxes (PILOT)

- 5% of revenue for each division
  - Does not include connection fees, which cannot go toward PILOT
  - Francis mentioned desire for a written policy regarding PILOT

Additional Q&A

- Comment was made about trying to get recycle bins out of the parks, where parking is at a premium

Adjournment: Meeting adjourned at 8:15 p.m.

Meeting Minutes by Kent Fugal

# Memorandum

File #: 21-697

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Thursday, October 20, 2022  
**DEPARTMENT:** Municipal Services

## Subject

IF-23-A, Purchase Replacement Vactor Truck for Public Works

## Council Action Desired

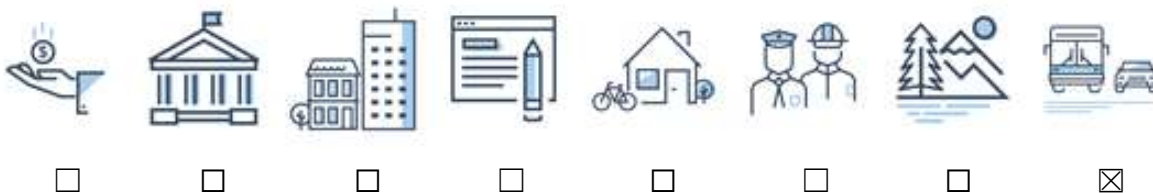
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of one replacement 2023 15-Yard Vactor Truck for Public Works from the Sourcewell cooperative purchasing contract #101221-VTR from MetroQuip for a total of \$556,939.45 (or take other action deemed appropriate).

## Description, Background Information & Purpose

This purchase will replace unit #1177, a 2013 International 7500 that has reached its useful life and is scheduled for replacement.

## Alignment with City & Department Planning Objectives



The purchase of the vactor truck supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

## Interdepartmental Coordination

Public Works concurs with the award recommendation.

## Fiscal Impact

Funds to purchase the replacement vactor truck are budgeted in the 2022/23 Public Works Municipal Equipment Replacement Fund.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statute.



**VACTOR<sup>®</sup>**  
 Subsidiary of Federal Signal Corporation



CITY OF IDAHO FALLS - VACTOR 2100I	
2023 2100I PD, 18" Vacuum, 15 yrd Debris, Combo - <i>See Specs</i>	\$420,189.45
2024 International HV513 SFA, 450 HP, Auto, 66,000 GVWR - <i>See Specs</i>	\$133,750.00
Training at Factory for 2 Technicians, Vactor Service Cloud Included	\$3,000.00
<b>Grand Total</b>	<b>\$556,939.45</b>
Available for Piggyback Sourcwell Contract#101221-VTR	
Acceptance:	
Date:	

October 13, 2022  
 Pricing Valid for 30 Days  
 Subject to Chassis Availability

**List Summary**

Order Qty	Part Number	Description	SOURCEWELL Price
1	2115i-18	2100i PD, 18" Vacuum, 15 yrd Debris, Combo	\$296,739.49
1	2018i	Additional Water, 1500 Gal Total	\$4,775.31
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
1	011iSTD	Aluminum Fenders	\$0.00
1	012iSTD	Mud Flaps	\$0.00
1	014iSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016iSTD	Color Coded Sealed Electrical System	\$0.00
1	019iASTD	Intuitouch Electronic Package	\$0.00
1	020iSTD	Double Acting Hoist Cylinder	\$0.00
1	025iASTD	Handgun Assembly	\$0.00
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030iSTD	Flexible Hose Guide	\$0.00
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045iSTD	Suction Tube Storage	\$0.00
1	046iSTD	1" Nozzle Pipe	\$0.00
1	048iSTD	10' Leader Hose	\$0.00
1	1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005iSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1	1016iSTD	Microstrainer Prior to Blower	\$0.00
1	1024iSTD	Debris Body Vacuum Relief System	\$0.00
1	1031iSTD	Debris Deflector Plate	\$0.00
1	1033iSTD	60" Dump Height	\$0.00
1	1041iSTD	Debris Body-Up Message and Alarm	\$0.00
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$0.00
1	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00
1	2022iSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023iSTD	Liquid Float Level Indicator	\$0.00
1	3019iSTD	Digital Water Pressure Gauge	\$0.00
1	4000iSTD	180 deg. Non-Extending Boom	\$0.00
1	4006iSTD	Front Joystick Boom Control	\$0.00
1	4010iSTD	Boom Hose Storage	\$0.00
1	4017iSTD	Boom Out of Position Message and Alarm	\$0.00
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
1	5011iSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5015iSTD	Midship Handgun Coupling	\$0.00
1	5022iSTD	Side Mounted Water Pump	\$0.00
1	6005iDSTD	Digital Hose Footage Counter	\$0.00
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
1	6009iSTD	Hose Reel Chain Cover	\$0.00
1	6017iSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
1	7003iSTD	Water Pump Hour Meter	\$0.00
1	7004iSTD	PTO Hour Meter	\$0.00
1	7005iSTD	Hydraulic Oil Temp Alarm	\$0.00
1	7007iSTD	Tachometer & Hourmeter/Blower	\$0.00
1	8000iSTD	Circuit Breakers	\$0.00
1	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002iSTD	Tow Hooks, Front	\$0.00

1	9002iSTD	Tow Hooks, Rear	\$0.00
1	9003iSTD	Electronic Back-Up Alarm	\$0.00
1	S390BSTD	7" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1	010i	Operator Station Curbside Toolbox with Lighting	\$291.00
1	1003i	Debris Body Washout	\$1,795.47
1	1008i	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,436.57
1	1008iB	6" Rear Door Drain Port, 6:00 position	\$674.15
1	1009iD	Full Rear Door Swinging Screen	\$915.68
1	1010iA	Pump Off Ports Only	\$674.15
1	1014i	Centrifugal Separators (Cyclones)	\$6,276.87
1	1015iG	Folding Pipe Rack, Curbside, 7" Pipe	\$1,246.45
1	1015iAB	Folding Pipe Rack, Streetside, 7" Pipe	\$1,246.45
1	1015PBR	Rear Door Pipe Rack Removed	\$0.00
1	1016iASTD	Subframe Mounted, 2-Pipe Rack, 7"	\$0.00
1	1022i	Rear Door Splash Shield	\$1,828.45
1	1023i	Lube Manifold, with Lube Chart	\$2,716.00
1	1026i	Debris Body Vibrator, Electric	\$3,194.21
1	2004i	Continuous Water Tank Fill	\$2,045.73
1	2006i	Air Purge	\$1,537.45
1	3015i	Front Blower Controls	\$1,736.30
1	3020i	Digital Water Level Indicator	\$800.25
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,072.82
1	4016i	180 deg. 10' x 15' Rapid Deployment Boom	\$25,644.86
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,697.64
1	4013i	Rotatable Boom Inlet Hose	\$674.15
1	5008iB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$2,039.91
1	5015i	Handgun Couplers, Front and Rear	\$718.77
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube	\$3,092.36
1	5029i	Cyclone Washout System	\$577.15
1	5029iA	RDB Washout Coupling	\$125.13
1	6003iC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$2,082.59
1	6004iB	Hose Wind Guide (Dual Roller), Auto, Indexing	\$4,462.97
1	6004iD	Rodder Hose Pinch Roller	\$1,652.88
1	6008i	Hose Reel Manual Rewind Tool	\$609.16
1	6013i	Hydraulic Tool Package	\$1,717.87
1	6014iA	2 High Pressure Hose Reels	\$3,339.71
1	6019i	Rodder Pump Drain Valves	\$582.00
1	6019iA	Final Filter and Silencer Ball Valve Drains	\$523.80
1	6020iC	Hydraulic Extending 15", Rotating Hose Reel, 1" x 1000' Capacity	\$2,752.86
1	6031i	Front Hose Reel Tool Storage	\$349.20
1	7005iSTD	Hydraulic Oil Temp Alarm	\$0.00
1	8001iM	Rear Directional Control, LED Arrowstick	\$2,090.35
1	8005i	H.A.L.O. (Handsfree Accessory Light Option)	\$3,367.84
1	8020iL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,825.68
1	8027i	LED Mid-Ship Turn Signals	\$633.41
1	8028i	Worklights (2), LED, Boom	\$937.02
1	8029i	Worklights (2), LED, Rear Door	\$760.48

1	8029iA	Worklight, LED, Operators Station	\$697.43
1	8029iB	Worklight, LED, Hose Reel Manhole	\$697.43
1	8029iC	Worklight, LED, Curb Side	\$691.61
1	8029iD	Worklight, LED, Street Side	\$691.61
1	9021iB	Camera System, Front, Rear and Both Sides	\$1,770.25
1	9023iA	Safety Cone Storage Rack - Post Style	\$192.06
1	9023iC	Additional Safety Cone Storage Rack - Post Style	\$192.06
1	9070iA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$2,319.27
1	9070iB	Long Handle Tool Storage	\$409.34
1	9071iEL	Toolbox, Behind Cab - 16w 30h x 96d - with Lighting	\$3,989.61
1	9072iBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting	\$2,164.07
1	9074iAL	Toolbox, Driver Side Subframe, 18w x 24h x 24d - with Lighting	\$1,840.09
1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	i116	Door Stripe Material, Reflective Tape	\$702.28
1	i124BL	Vactor 2100i Body Decal, Black	\$0.00
1	LOGO-LOOSE	Vactor/Guzzler Logos - Shipped Loose	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	Chassis- Mod	Chassis Modifications Charges	\$460.75
1	*International HV513 chassis surcharge	International HV513 chassis surcharge	\$2,425.00
1	PSIT450A2023-CH	Vactor Supplied Chassis, Tandem Axle, 2024 International HV513 SFA, 450 HP, Auto, 66,000 GVWR, CARB Compliant	\$133,183.44
1	VDS-153	Freight Charges	\$3,800.00

Chassis Source - Vactor Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Cab Color Code - 9219 WINTER WHITE

Door Stripe Color - Black

Door Stripe Color Code -

Certified Unit Weights Required? - No

**Chassis Note:** None



**Prepared For:**

Vactor/Guzzler Mfg., Inc.  
 Greg Grant  
 1621 South Illinois St.  
 Streator, IL 61364-  
 (813)672 - 3171  
 Reference ID: PSIT450A2023.0

**Presented By:**

SOUTHLAND TRANSPORTATION GROUP  
 Reynolds Boyd  
 200 OXMOOR BOULEVARD  
 HOMEWOOD AL 35209 -  
 (205)942-6226

**Model Profile****2023 HV513 SFA (HV513)**

**AXLE CONFIG:** 6X4  
**APPLICATION:** Sewer Vac  
**MISSION:** Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 130000  
**DIMENSION:** Wheelbase: 276.00, CA: 192.50, Axle to Frame: 89.00  
**ENGINE, DIESEL:** {International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)  
**TRANSMISSION, AUTOMATIC:** {Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway  
**CLUTCH:** Omit Item (Clutch & Control)  
**AXLE, FRONT NON-DRIVING:** {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity  
**AXLE, REAR, TANDEM:** {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.89  
**CAB:** Conventional, Day Cab  
**TIRE, FRONT:** (2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position  
**TIRE, REAR:** (8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive  
**SUSPENSION, REAR, TANDEM:** {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings  
**FRAME REINFORCEMENT:** Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL  
**PAINT:** Cab schematic 100WM  
 Location 1: 9219, Winter White (Std)  
 Chassis schematic N/A

Code	Description
HV51300	Base Chassis, Model HV513 SFA with 276.00 Wheelbase, 192.50 CA, and 89.00 Axle to Frame.
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LLK	BUMPER, FRONT Omit Item
1WBC	CROSSMEMBER, SUSPENSION (1) 7-Piece Steel in lieu of (1) Double Dogbone, Forward
1WTW	WHEELBASE RANGE 266" (675cm) Through and Including 311" (790cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM
4VKB	AIR DRYER LOCATION Mounted Inside Right Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

<u>Code</u>	<u>Description</u>
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGU	<b>DRIVELINE SYSTEM</b> {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	<b>EXHAUST SYSTEM</b> Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch
7WBA	<b>TAIL PIPE</b> (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WDM	<b>EXHAUST HEIGHT</b> 10'
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8GXJ	<b>ALTERNATOR</b> {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8HAB	<b>BODY BUILDER WIRING</b> Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	<b>BATTERY SYSTEM</b> {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RLZ	<b>BATTERY DISCONNECT SWITCH</b> {Cole-Hersee 75920-06} 300 Amp, Disconnects Cab Power, Does Not Disconnect Charging Circuits, Locks with Padlock, Battery Box Mounted
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	<b>ANTENNA</b> for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUJ	<b>BATTERY BOX</b> Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

<u>Code</u>	<u>Description</u>
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
<b>8XAH</b>	<b>CIRCUIT BREAKERS</b> Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
<b>8XHN</b>	<b>HORN, AIR</b> Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
<b>9HBM</b>	<b>GRILLE Stationary</b> , Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
<b>9WBK</b>	<b>FRONT END</b> Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WM"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10ADT	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Two Year Data Plan
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12850	PTO EFFECTS, ENGINE FRONT for N13/A26 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
<b>12BEX</b>	<b>ENGINE, DIESEL</b> {International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
<b>12THT</b>	<b>FAN DRIVE</b> {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon

<u>Code</u>	<u>Description</u>
12VBB	AIR CLEANER Dual Element
12VGA	ENGINE CONTROL, REMOTE MOUNTED for PTO, for N13/A26 Engines
12VJA	EMISSION, CALENDAR YEAR {International A26} EPA, OBD and GHG Certified for Calendar Year 2022
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WEG	COLD STARTING EQUIPMENT Automatic; with Engine ECM Control
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WUN	ENGINE WATER COOLER Auxiliary, Supply and Return Connections for Customer Installed Cooler Package, Located Inside Right Frame Rail Under Cab
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XBD	RADIATOR Aluminum, Welded, Cross Flow, Front to Back System, 1292 SqIn, with 1008 SqIn Charge Air Cooler
	<u>Includes</u>
	: DEAERATION SYSTEM with Surge Tank
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
	: RADIATOR HOSES Premium, Rubber
12XCT	CARB EMISSION WARR COMPLIANCE for International A26 Engines
13ATR	TRANSMISSION, AUTOMATIC {Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Airport Refueler, Sewer Evac, Package Number 150
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAT	PTO LOCATION Dual, Customer Intends to Install PTO at Left Side and/or Top of Transmission
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.89
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKX	FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor
15LLP	LOCATION FUEL/WATER SEPARATOR Mounted Inside Left Rail, Back of Cab
15STM	FUEL TANK Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module

Code	Description
15WTM	AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HCH	SEATBELT WARNING LIGHT IND. Mounted in Dash, Will Flash when Park Brake is Disengaged and Driver Seatbelt Unfastened, Audible Alarm to Remind Driver to Fasten Seatbelt
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLU	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VZB	SEAT BELT COMFORT CLIP
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type

<u>Code</u>	<u>Description</u>
<del>16XCZ</del> 16XDP	TELEMATICS BRACKET with Universal Mount, 1.5" Ball Mount Size, for Customer Supplied Telematics Device, Mounted in Auxiliary Gauge Location in Flat Panel, Includes (1) APO and (1) USB Port
16XJN	INSTRUMENT PANEL Flat Panel
16XRX	MODESTY PANEL Painted
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DBA	WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DVN	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7372135444	(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

**Services Section:**

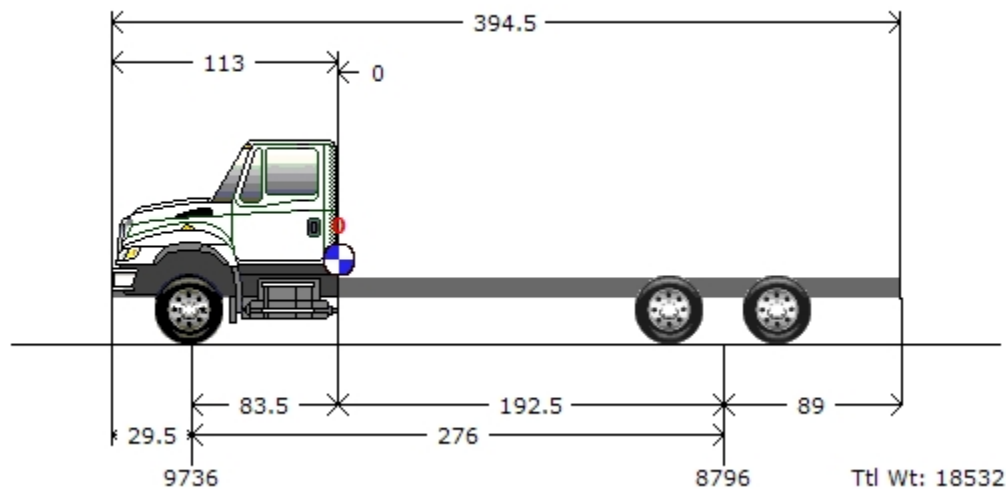
40127	WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A
40PZJ	SRV CONTRACT, EXT ENGINE {Navistar} To 84-Month/250,000 Miles (400,000 km), Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for International A26 Engines << For Use with CARB Emission Warranty >>
40RBE	SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

**Body/Allied Equipment**

<u>Code</u>	<u>Description</u>
<u>Goods Purchased</u>	<u>Description</u>
<u>Code</u>	<u>Description</u>

001	Set Parameters to Model Required Settings
	Steel surcharge for model year 2023 chassis





Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	29.5	Body Length	(BL)	N/A	Tractor Front Axle:	9,736
Wheelbase	(WB)	276.00				Tractor Rear Axle:	8,796
Axle to Frame	(AF)	89.00					
Axle to Back Cab	(ABC)	83.5					
Cab to Axle	(CA)	192.5					
Usable CA		192.5					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads		Weight Distribution	
Payload Weight:	0	Total Front Axle:	9,736
Driver:	0	Total Rear Axle:	8,796
Fuel-Diesel(Lbs):	0	Total Weight:	18,532
DEF(Lbs):	0		

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.



**Weight Distribution**

All weights are represented in lbs.

	<u>Truck</u>		<b>Total</b>
	Front	Rear	
<b><u>Chassis Weight</u></b>			
Chassis Weight:	9,736	8,796	<b>18,532</b>
Fuel:	0	0	<b>0</b>
DEF:	0	0	<b>0</b>
<b>(Curb Weight):</b>	<b>9,736</b>	<b>8,796</b>	<b>18,532</b>

**Loads**

Payloads:	0	0	<b>0</b>
Driver:	0	0	<b>0</b>
<b>Axle Totals (Gross Weight):</b>	<b>9,736</b>	<b>8,796</b>	<b>18,532</b>

**Weight Ratings**

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	46,720
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

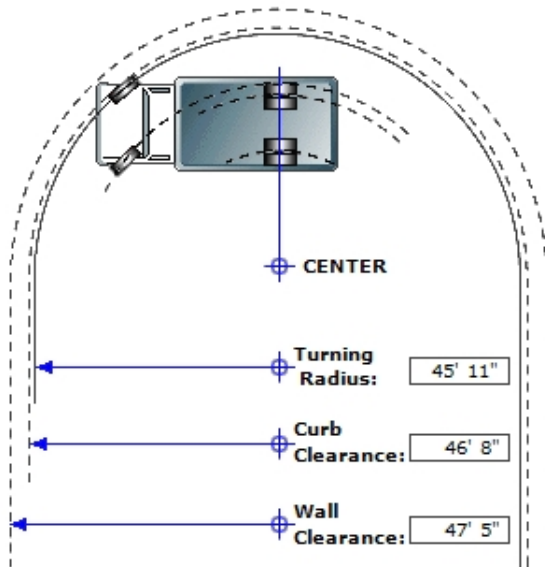
<b>Wheel Combination</b>	<b>Load</b>	<b>Limit</b>
1 - 3	18,532	54,500

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 18,532 = 47,468 Reserves

**Weight Summary**

\* Distributed weights are within capacity limits



Series: HV  
 Model: HV513  
 Description: HV513 SFA  
 Model Year: 2023

**Calculation Factors**

Wheelbase: 276  
 Front Axle: 0002ARY  
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity  
 Front Wheel: 0027DBA  
 Description: WHEELS, FRONT, {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs  
 Front Tire: 07752665441  
 Description: TIRES, 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position  
 Steering Gear: 0005PTB  
 Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

**Turning Radius Statistics**General Information

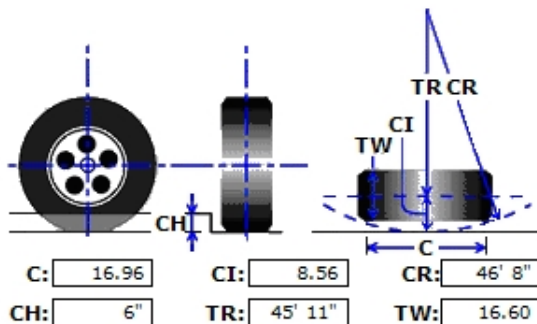
Inside Turn Angle: 35 Degrees  
 Radial Overhang: 18

Axle Information

KingPin Inclination: 6.25 Degrees  
 KingPin Center: 71

**Turning Radius - Curb View**

C - Curb Contact Length: 16.96  
 CI - Curb Clearance Increment: 8.56  
 CR - Curb Clearance Radius: 46'8"  
 CH - Curb Height: 6"  
 TR - Turning Radius: 45'11"  
 TW - Tire Width: 16.60



\* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

**Prepared For:**

Vactor/Guzzler Mfg., Inc.  
 Greg Grant  
 1621 South Illinois St.  
 Streator, IL 61364-  
 (813)672 - 3171  
 Reference ID: PSIT450A2023.0

**Presented By:**

SOUTHLAND TRANSPORTATION GROUP  
 Reynolds Boyd  
 200 OXMOOR BOULEVARD  
 HOMEWOOD AL 35209 -  
 (205)942-6226

**Model Profile****2023 HV513 SFA (HV513)**

<b>AXLE CONFIG:</b>	6X4
<b>APPLICATION:</b>	Sewer Vac
<b>MISSION:</b>	Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 130000
<b>DIMENSION:</b>	Wheelbase: 276.00, CA: 192.50, Axle to Frame: 89.00
<b>ENGINE, DIESEL:</b>	{International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.89
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
<b>FRAME REINFORCEMENT:</b>	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
<b>PAINT:</b>	Cab schematic 100WM Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV51300	Base Chassis, Model HV513 SFA with 276.00 Wheelbase, 192.50 CA, and 89.00 Axle to Frame.

**AXLE CONFIGURATION**

1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.

**ENGINE**

12BEX	ENGINE, DIESEL {International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
12XCT	CARB EMISSION WARR COMPLIANCE for International A26 Engines
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12VJA	EMISSION, CALENDAR YEAR {International A26} EPA, OBD and GHG Certified for Calendar Year 2022
12XBD	RADIATOR Aluminum, Welded, Cross Flow, Front to Back System, 1292 SqIn, with 1008 SqIn Charge Air Cooler  Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed  Includes : FAN Nylon
12VBB	AIR CLEANER Dual Element
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W  Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12WEG	COLD STARTING EQUIPMENT Automatic; with Engine ECM Control
12VGA	ENGINE CONTROL, REMOTE MOUNTED for PTO, for N13/A26 Engines
12WUN	ENGINE WATER COOLER Auxiliary, Supply and Return Connections for Customer Installed Cooler Package, Located Inside Right Frame Rail Under Cab
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12850	PTO EFFECTS, ENGINE FRONT for N13/A26 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted

**TRANSMISSION**

13ATR	TRANSMISSION, AUTOMATIC {Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab

Code	Description
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Airport Refueler, Sewer Evac, Package Number 150
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13XAT	PTO LOCATION Dual, Customer Intends to Install PTO at Left Side and/or Top of Transmission
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

**CLUTCH**

11001	CLUTCH Omit Item (Clutch & Control)
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**REAR AXLES, SUSPENSIONS**

14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.89
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings

**FRONT AXLES**

2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
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**FRONT SUSPENSIONS**

3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
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**CABS, COWLS, BODIES**

16030	CAB Conventional, Day Cab
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WBY	ARM REST, RIGHT, DRIVER SEAT
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16WSK	CAB REAR SUSPENSION Air Bag Type

<u>Code</u>	<u>Description</u>
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HLU	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16XJN	<b>INSTRUMENT PANEL</b> Flat Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16XRX	MODESTY PANEL Painted
16VZB	SEAT BELT COMFORT CLIP
16JNT	<b>SEAT, DRIVER</b> {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	<b>SEAT, PASSENGER</b> {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16HCH	SEATBELT WARNING LIGHT IND. Mounted in Dash, Will Flash when Park Brake is Disengaged and Driver Seatbelt Unfastened, Audible Alarm to Remind Driver to Fasten Seatbelt
<del>16XCZ</del> 16XDP	<b>TELEMATICS BRACKET</b> with Universal Mount, <sup>1.5"</sup> <del>4"</del> Ball Mount Size, for Customer Supplied Telematics Device, Mounted in Auxiliary Gauge Location in Flat Panel, Includes (1) APO and (1) USB Port
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

**FRAMES**

1CBU	<b>FRAME RAILS</b> Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	<b>FRAME REINFORCEMENT</b> Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LLK	BUMPER, FRONT Omit Item
1WBC	<b>CROSSMEMBER, SUSPENSION</b> (1) 7-Piece Steel in lieu of (1) Double Dogbone, Forward
1WTW	WHEELBASE RANGE 266" (675cm) Through and Including 311" (790cm)

**BRAKES**

<u>Code</u>	<u>Description</u>
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications  Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4VKB	AIR DRYER LOCATION Mounted Inside Right Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

**STEERING**

5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

**DRIVELINES**

6DGU	DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4
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**EXHAUST SYSTEMS**

7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7BEU	AFTERTREATMENT COVER Aluminum
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch
7WDM	EXHAUST HEIGHT 10'
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

<u>Code</u>	<u>Description</u>
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

7WBA	TAIL PIPE (1) Turnback Type, Bright
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**ELECTRICAL SYSTEMS**

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8RPR	ANTENNA for Increased Roof Clearance Applications
8THB	BACK-UP ALARM Electric, 102 dBA
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8RLZ	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Cab Power, Does Not Disconnect Charging Circuits, Locks with Padlock, Battery Box Mounted
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8VAY	HORN, ELECTRIC Disc Style
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars



<u>Code</u>	<u>Description</u>
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

**FRONT END**

9WBK	FRONT END Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood
9585	FENDER EXTENSIONS Rubber
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

**SPEEDOMETER, TOOLS, MISC**

10ADT	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Two Year Data Plan
10BAE	LABEL, DEF "DEF ONLY"
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  Includes : PAINT SCHEMATIC ID LETTERS "WM"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package

**FUEL TANKS**

15STM	FUEL TANK Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
15WTM	AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
15LKX	FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor
15LLP	LOCATION FUEL/WATER SEPARATOR Mounted Inside Left Rail, Back of Cab

**WHEELS, TIRES - FRONT**

27DBA	WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

**WHEELS, TIRES - REAR**

<u>Code</u>	<u>Description</u>
28DVN	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7372135444	(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**Services Section:****WARRANTY**

40127	WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A
40RBE	SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident
40PZJ	SRV CONTRACT, EXT ENGINE {Navistar} To 84-Month/250,000 Miles (400,000 km), Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for International A26 Engines << For Use with CARB Emission Warranty >>

**Body/Allied Equipment**

<u>Code</u>	<u>Description</u>
<u>Goods Purchased Code</u>	<u>Description</u>

001	Set Parameters to Model Required Settings
	Steel surcharge for model year 2023 chassis

TYPICAL CHASSIS MODIFICATION AND INSPECTION REQUIREMENTS:

- 00 XYZ 20XX - CHASSIS MODIFICATION REQUIREMENTS (ABC)  
1. REROUTE HOSES FROM INSIDE ENGINE CROSSMEMBER TO ALLOW FOR INSTALLATION OF REAR HOSE REEL SUPPORT BRACKET.
- 00 XYZ 20XX - CHASSIS INSPECTION REQUIREMENTS (ABC)  
A. SHOULD HAVE FUEL FILTER LOCATED INSIDE D/S RAIL DIRECTLY BACK OF CAB  
B. SHOULD HAVE AIR DRYER LOCATED INSIDE P/S RAIL DIRECTLY BACK OF CAB  
C. SHOULD HAVE THREE BATTERIES P/S AFTER EXHAUST  
D. SHOULD HAVE TWO AIR TANKS UNDER BATTERY BOX

ADDITIONAL REQUIREMENTS BASED ON SALES ORDER OPTIONAL CONTENT:

UNDETERMINED

# Memorandum

File #: 21-698

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Thursday, October 20, 2022  
**DEPARTMENT:** Municipal Services

## Subject

IF-23-02, Purchase Road Salt for Public Works

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid received from the lowest responsive and responsible bidder, Compass Materials America, Inc., for a total of \$130,680.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

On October 19, 2022, bids were received and opened for the purchase of road salt. A tabulation of the bid results is attached. This purchase will provide approximately 3,000 tons of road salt for the Street Division.

## Alignment with City & Department Planning Objectives



The purchase of road salt supports the safe and security community-oriented result by providing safe and reliable transportation on city streets.

## Interdepartmental Coordination

Public Works concurs with the Municipal Services Department award recommendation for the purchase.

## Fiscal Impact

Funds to purchase the road salt are budgeted within the 2022/23 Public Works, Street Division.

## Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

City of Idaho Falls Municipal Services Department Bid Tabulation							ASHLAR INDUSTRIAL RESOURCES Rexburg, Idaho			SPECIALTY CONSTRUCTION SUPPLY Idaho Falls, Idaho			MORTON SALT, INC			COMPASS MINERALS AMERICA INC Overland Park, KS		
<b>Project:</b> Road Salt <b>Submitted:</b> Municipal Services Finance Division		<b>Number:</b> IF-23-02 <b>Date:</b> October 19, 2022																
Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate													
					Unit Price	Total Amount	Price Per Ton	Total Amount	Exceptions	Price Per Ton	Total Amount	Exceptions	Price Per Ton	Total Amount	Exceptions	Price Per Ton	Total Amount	Exceptions
1	I	Road Salt	3,000 Ton	N/A	N/A	\$65.00	\$195,000.00	none	\$45.95	\$137,850.00	none	\$no quote	\$no quote			\$43.56	\$130,680.00	none
TOTAL						\$ 195,000.00			\$ 137,850.00			\$ -			\$ 130,680.00			

# Memorandum

File #: 21-677

City Council Meeting

**FROM:** Duane A. Nelson, Fire Chief  
**DATE:** Thursday, October 6, 2022  
**DEPARTMENT:** Fire Department

## Subject

Sole Source Purchase of Motorola Portable Radios

## Council Action Desired

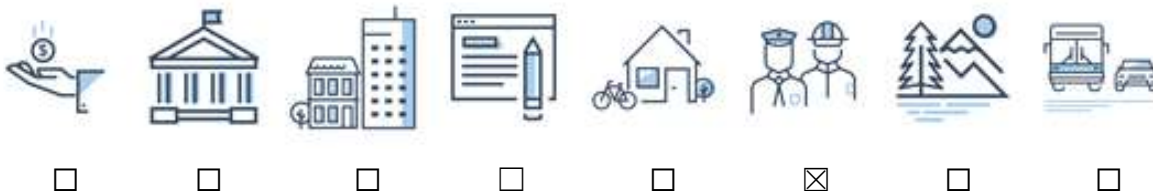
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Declare the MOTOROLA Solutions as the only vendor for the firefighter radios that are reasonably available because the compatibility of these firefighter radios with the City's existing system, components, accessories, and equipment is the paramount consideration for this purchase and approve a purchase of the firefighter radios in the amount of \$108,237.36 for 12 firefighters (or take other action deemed appropriate).

## Description, Background Information & Purpose

During the FY 2022-2023 budget process, City Council authorized the purchase of radios contingent upon the awarding of a SAFER (Staffing for Adequate Fire and Emergency Response) grant. The City of Idaho Falls Fire Department was awarded the SAFER grant on September 21, 2022. The Fire Department is now in the process of hiring 12 firefighters, purchasing equipment, and preparing for their employment within the next several months. These radios, utilized within the Fire Department's existing system, have enhanced safety features that are unique to Motorola

## Alignment with City & Department Planning Objectives



The purchase of these portable radios supports the safe and secure community-oriented results by enhancing and readiness of the fire department personnel.

## Interdepartmental Coordination

Not applicable.

## Fiscal Impact

This purchase was authorized in the Fire Department FY 2022-2023 budget.

**Legal Review**

The City Attorney concurs that the council action desired by this sole source purchase is compliant with §67-2808(2)(a) (ii) Sole Source Expenditures.

Billing Address:  
IDAHO FALLS FIRE  
DEPARTMENT  
PO BOX 50220  
IDAHO FALLS, ID 83405  
US

Shipping Address:  
IDAHO FALLS FIRE  
DEPARTMENT  
343 E ST  
IDAHO FALLS, ID 83402  
US

Quote Date:09/26/2022  
Expiration Date:12/25/2022  
Quote Created By:  
Dan Argyle  
Govt Sales Rep  
dargyle@daywireless.com  
208-809-0566

End Customer:  
IDAHO FALLS FIRE DEPARTMENT  
Paul Radford  
pradford@idahofallsidaho.gov  
208-612-8506

Delivery Address:  
2420 S. Yellowstone Hwy Suite A  
c/o Day Wireless  
Idaho Falls, Idaho 83402  
USA

Contract: 19860 - NASPO  
Freight Terms:FREIGHT PREPAID  
Payment Terms:30 NET

12- APX8000XE Configured as currently operating.

Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE					
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	12	\$7,108.00	\$5,188.84	\$5,188.84	\$62,266.08
1a	H869BW	ENH: MULTIKEY	12	\$363.00	\$264.99	\$264.99	\$3,179.88
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	12	\$567.00	\$413.91	\$413.91	\$4,966.92
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	12	\$330.00	\$240.90	\$240.90	\$2,890.80
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO	12	\$880.00	\$642.40	\$642.40	\$7,708.80
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	12	\$121.00	\$121.00	\$121.00	\$1,452.00
1f	QA05509AA	DEL: DELETE UHF BAND	12	-\$800.00	-\$584.00	-\$584.00	-\$7,008.00
1g	QA00631AB	ADD: DVRS PSU ACTIVATION	12	\$110.00	\$80.30	\$80.30	\$963.60



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
1h	H38BS	ADD: SMARTZONE OPERATION	12	\$1,650.00	\$1,204.50	\$1,204.50	\$14,454.00
1i	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	12	\$110.00	\$80.30	\$80.30	\$963.60
1j	Q629AH	ENH: AES ENCRYPTION AND ADP	12	\$523.00	\$381.79	\$381.79	\$4,581.48
1k	QA01427AG	ALT: APX8000/XE HOUSING GREEN	12	\$28.00	\$20.44	\$20.44	\$245.28
2	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	12	\$212.30	\$154.98	\$154.98	\$1,859.76
3	LSV00Q00202A	DEVICE PROGRAMMING	12	\$200.00	\$200.00	\$200.00	\$2,400.00
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	12	\$169.56	\$123.78	\$123.78	\$1,485.36
5	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	12	\$665.28	\$485.65	\$485.65	\$5,827.80

**Grand Total** **\$108,237.36(USD)**

## Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



# Memorandum

File #: 21-678

City Council Meeting

**FROM:** Duane A. Nelson; Fire Chief  
**DATE:** Thursday, October 6, 2022  
**DEPARTMENT:** Fire Department

## Subject

Bonneville County Ambulance Service Agreement

## Council Action Desired

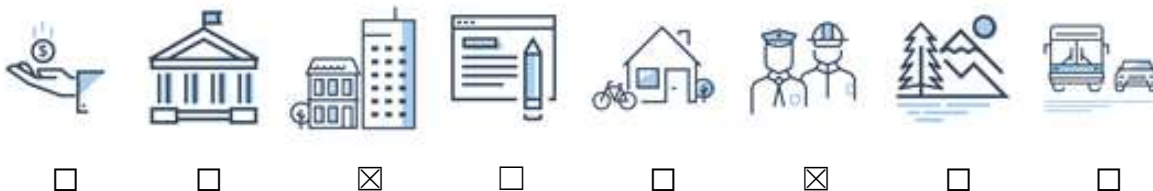
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Ambulance Service Agreement between the CITY and Bonneville County and give authorization for the Mayor and Deputy City Clerk to sign necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

This service agreement allows the Fire Department to continue to provide a proficient and cost-effective method of Emergency Medical Transport Services to the residents of Bonneville County.

## Alignment with City & Department Planning Objectives



The Ambulance Service Agreement supports community-oriented results through the collaboration of city and county governments to improve long-term planning coordination and the establishment of well-equipped emergency apparatus to respond to emergency situations.

## Interdepartmental Coordination

Not applicable.

## Fiscal Impact

The City of Idaho Falls will receive Inter-government revenue through this Service Agreement to provide Ambulance Transport Services to the residents of Bonneville County. The agreement for 2022-2023 is for the agreed upon amount of \$3,094,660.00

**Legal Review**

Pursuant to the authority vested to the parties by Idaho Code Section §67-2332, the City Attorney has reviewed this agreement and concurs that the Council action desired is within State Statute.

**AMBULANCE SERVICE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BONNEVILLE COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BONNEVILLE"), effective October 1, 2022, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, Bonneville County (BONNEVILLE) is a subdivision of the State of Idaho;

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, BONNEVILLE has determined that, other than service provided by various cities and municipalities within Bonneville County and other agencies within Bonneville County, adequate ambulance services are not reasonably available to the inhabitants of Bonneville County, and, therefore, BONNEVILLE wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of BONNEVILLE by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or BONNEVILLE regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain, and otherwise provide ambulance services to the residents and inhabitants of Bonneville County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BONNEVILLE upon request regarding the demand and use of ambulance services within Bonneville County and regarding the cost of providing such services pursuant to this Agreement.

2. Limitation. Nothing herein shall alter, amend, or otherwise relieve BONNEVILLE from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners, or any other person for whom BONNEVILLE has independent duty imposed by law to provide medical care. In the event such duty exists, BONNEVILLE shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.

3. Term. The term of this Agreement shall commence on October 1, 2022, and shall terminate on September 30, 2023, unless otherwise extended by agreement between the parties.

4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BONNEVILLE agrees to pay CITY the sum of Three Million Ninety-four Thousand Six Hundred Sixty Dollars (\$3,094,660) for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2022, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BONNEVILLE pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BONNEVILLE.

5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.

6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment, and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not assess or charge any fee or cost to BONNEVILLE for providing such real or personal property, equipment, and materials, except as expressly set forth in this Agreement.

7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges, and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BONNEVILLE pursuant to this Agreement.

8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the

terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Lease of DISTRICT Swan Valley Facility. DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Thousand Four Hundred Dollars (\$1,400) per month, that certain property commonly known as the Swan Valley Facility, located at 15 ID-31, Swan Valley, ID 83449. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. DISTRICT shall be responsible for all repairs and maintenance to the DISTRICT Swan Valley Facility during the term of this AGREEMENT. DISTRICT shall also pay all utility costs.

10. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BONNEVILLE pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.

11. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.

12. Venue and Jurisdiction. 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 of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

13. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.



STATE OF IDAHO )

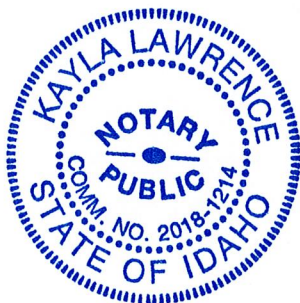
) ss.

County of Bonneville )

On this 13<sup>th</sup> day of September, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Roger Christensen known to me to be the Chairman of the Board of County Commissioners for the County of Bonneville, the County that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said County.

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

(SEAL)



Kayla Lawrence  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 7/02/24



# Memorandum

File #: 21-667

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Public Hearing for the Exchange of City Property

## Council Action Desired

☐ Ordinance ☐ Resolution ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Conduct a public hearing for the exchange of city property located at the Intermountain Business and Technology Park. At the conclusion of the hearing, declare Council's intent to exchange the City property with Teton Communications, Inc. without any monetary exchange and direct City staff to create the necessary documents to exchange the properties and authorize the Mayor to execute the exchange (or take other action deemed appropriate).

## Description, Background Information & Purpose

Pursuant to Idaho Code §50-1401 and §50-1402, Municipal Services and Public Works have determined this property originally acquired for a storm pond is underutilized. The Notice of Public Hearing was published on Sunday, October 16, 2022, and Sunday, October 23, 2022. The Public Hearing is scheduled for Thursday, October 27, 2022, in the Council Chambers of the city Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. At the conclusion of the hearing, Council will have met the notice and hearing requirements to exchange the property and may provide direction to city staff to create and authorize the Mayor to execute the necessary documents to transfer the property.

## Alignment with City & Department Planning Objectives



This request supports the good governance community-oriented result by providing sound fiscal management to exchange that is no longer needed for city operations.

## Interdepartmental Coordination

Public Works concurs with the recommendation to exchange the property.

## Fiscal Impact

Not applicable.

**Legal Review**

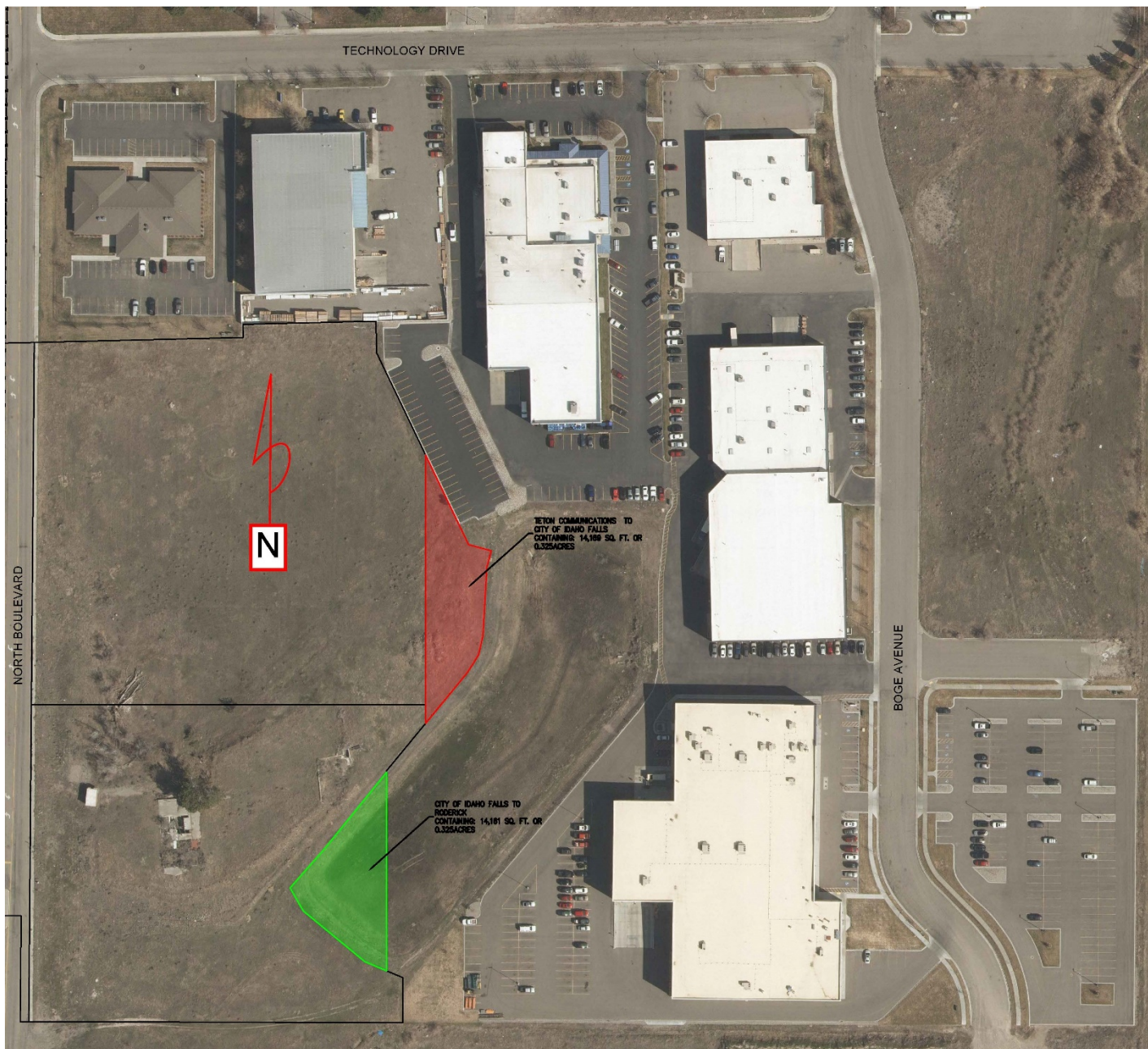
The City Attorney concurs that the desired Council action is within State Statute.

# City of Idaho Falls

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City Property Discussion  
Tuesday, October 11, 2022





**Intermountain Business and Technical Park**

- 2205 Boge Avenue Storm Pond.
- Approximately 2.56 acres.
- Property acquired for operation and maintenance of a storm pond.
- Developer has approached the City to exchange the property, same size and volume (highlighted in red).
- If approved, the exchange will alter the existing storm pond.

# Process for Exchange of City Property

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- Idaho Code §50-1401- The Council makes a finding that the real property is under-utilized or not used for a public purpose.
- Idaho Code §50-1402 – The Council may or may not declare a minimum value expected to receive.
- Idaho Code §50-103(2) – The Council may declare intent to exchange property for real property of equal value.
- The Council holds a public hearing on the proposed exchange.
  - 14-days notice prior to hearing
- After hearing, the Council makes a final decision on whether the property shall be exchanged.



# Next Steps

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- 14-day notice of public hearing – Sunday, October 16 and Sunday, October 23
- Public Hearing – Thursday, October 27



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# Questions



## EXHIBIT "A"

### Teton Communications Conveyance Description

A parcel of land being a part of an entire tract described in that Warranty Deed recorded July 2, 2007 as Instrument No. 1268827 in the Office of the Bonneville County Recorder. Said parcel of land is located in the Southeast Quarter of Section 7, Township 2 North, Range 38 East, Boise Meridian and is described as follows:

**Beginning** at a point on a southwesterly line of Lot 2, Intermountain Business and Technology Park Division No 1 First Amended recorded September 25, 2012 as Instrument No. 1427750 in the Office of said Recorder, which is 1811.34 feet N. 00°27'51" E. along the Section line and 494.63 feet East from the South Quarter Corner of said Section 7; thence along said Lot 2 the following two (2) courses: 1) S. 25°36'36" E. 116.44 feet; 2) S. 75°02'52" E. 27.68 feet to the westerly boundary line of that parcel of land conveyed to City of Idaho Falls described in that Correction Warranty Deed recorded July 28, 1997 as Instrument No. 947394 in the Office of said Recorder; thence along said entire tract and parcel of land the following five (5) courses: 1) S. 14°56'52" W. 19.91 feet; 2) S. 03°17'54" W. 80.60 feet; 3) S. 13°19'03" W. 23.09 feet; 4) S. 32°41'42" W. 24.85 feet; 5) S. 39°31'03" W. 76.31 feet; thence North 314.09 feet to the **Point of Beginning**.

The above-described parcel of land contains 14,169 sq. ft. in area or 0.325 acre, more or less.

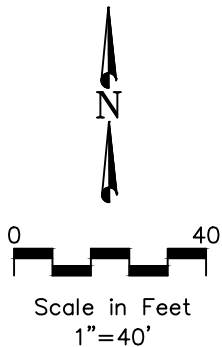
**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** N. 00°27'51" E. along the Section line between the South Quarter Corner and the Center of said Section 7, Township 2 North, Range 38 East, Boise Meridian.






LINE TABLE		
LINE #	LENGTH	BEARING
L1	27.68	S75° 02' 52"E
L2	19.91	S14° 56' 52"W
L3	23.09	S13° 19' 03"W
L4	24.85	S32° 41' 42"W

**TETON  
COMMUNICATIONS INC**  
*Warranty Deed Recorded July 2, 2007  
Instrument No. 1268827*



**LEGEND**

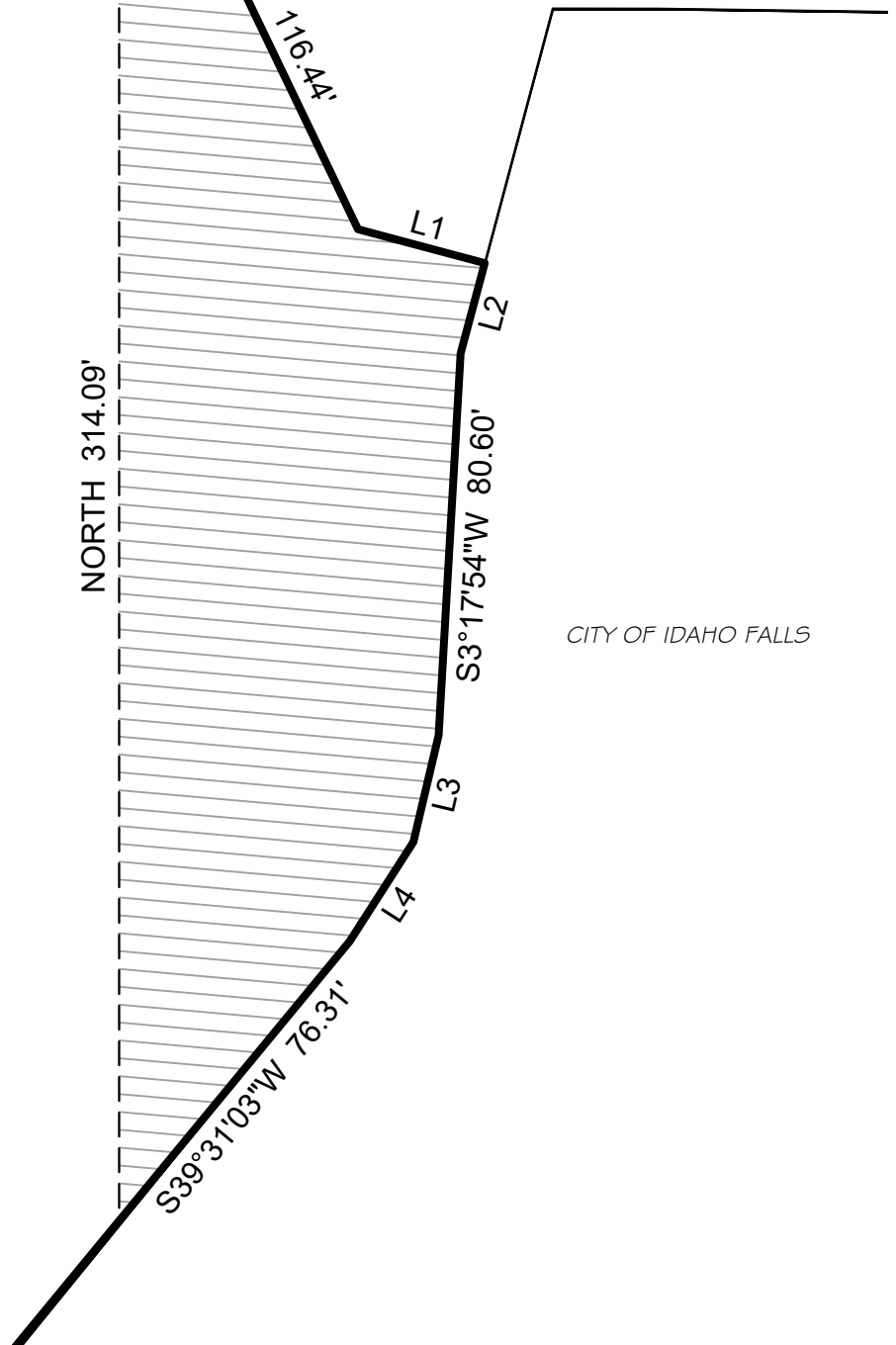
-  Tract Boundary
-  Adjacent Parcel
-  Conveyance Area

**EXHIBIT "B"**

POB

LOT 2, BLOCK 1  
INTERMOUNTAIN BUSINESS AND TECHNOLOGY  
PARK DIV 1 AMENDED # 1  
INSTRUMENT NO. 1427750

*FLYING COLORS GROUP LP*



**TETON COMMUNICATIONS, INC.**  
Parcel Conveyance

Assessor Parcel No:  
RPA00008078106

Part of the Southeast Quarter  
Sec. 7, T.2N., R.38E., B.M.

PREPARED BY:

**CIR** | **CIVIL ENGINEERING  
+ SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

September 8, 2022

Page 2 of 2

## EXHIBIT "C"

### City of Idaho Falls Conveyance Description

A parcel of land being a part of an entire tract described in that Correction Warranty Deed recorded July 28, 1997 as Instrument No. 947394 in the Office of the Bonneville County Recorder. Said parcel of land is located in the Southeast Quarter of Section 7, Township 2 North, Range 38 East, Boise Meridian and is described as follows:

**Beginning** at a point on a northwesterly boundary line of said entire tract, which is 1439.95 feet N.  $00^{\circ}27'51''$  E. along the Section line and 451.99 feet East from the South Quarter Corner of said Section 7; thence South 232.58 feet to a southerly boundary line of said entire tract; thence along said entire tract the following five (5) courses: 1) N.  $67^{\circ}07'38''$  W. 27.92 feet; 2) N.  $50^{\circ}25'44''$  W. 93.49 feet; 3) N.  $30^{\circ}01'20''$  W. 30.81 feet; 4) N.  $41^{\circ}24'18''$  E. 59.71 feet; 5) N.  $39^{\circ}05'59''$  E. 116.88 feet to the **Point of Beginning**.

The above-described parcel of land contains 14,161 sq. ft. in area or 0.325 acre, more or less.

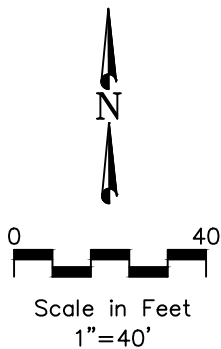
**EXHIBIT "D":** By this reference, made a part hereof.

**BASIS OF BEARING:** N.  $00^{\circ}27'51''$  E. along the Section line between the South Quarter Corner and the Center of said Section 7, Township 2 North, Range 38 East, Boise Meridian.

# EXHIBIT "D"

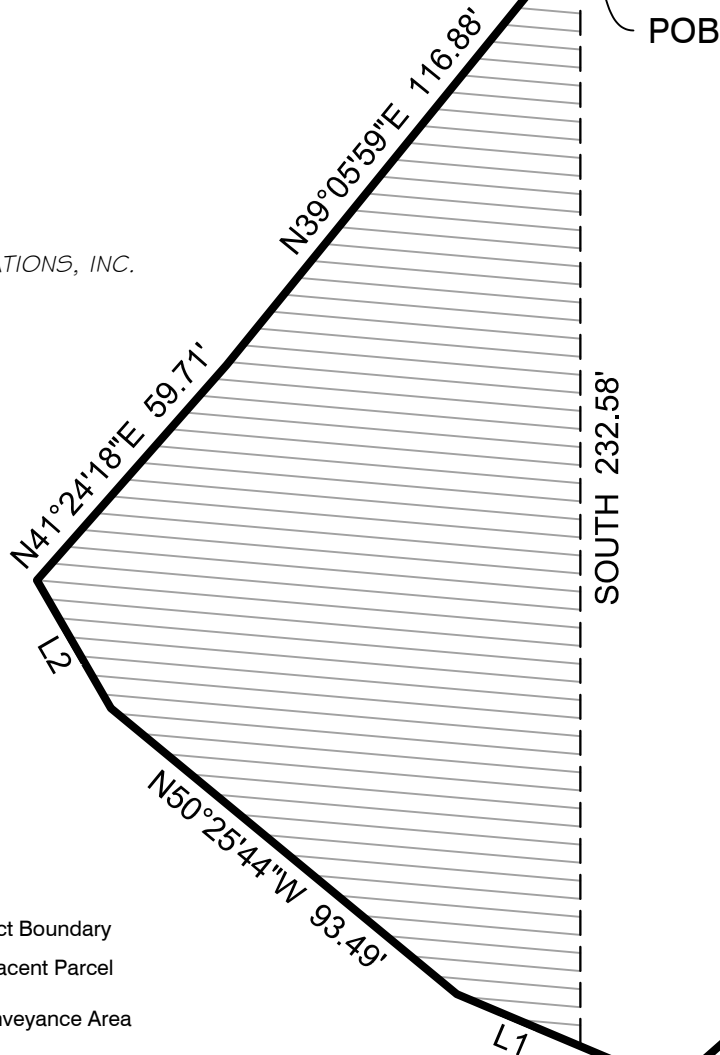
LINE TABLE		
LINE #	LENGTH	BEARING
L1	27.92	N67° 07' 38"W
L2	30.81	N30° 01' 20"W

TETON COMMUNICATIONS, INC.



## LEGEND

- Tract Boundary
- Adjacent Parcel
- Conveyance Area



POB

## CITY OF IDAHO FALLS

Correction Warranty Deed  
recorded July 28, 1997  
Instrument #947394

LOT 9, BLOCK 1  
INTERMOUNTAIN BUSINESS AND  
TECHNOLOGY PARK DIV # 8  
INSTRUMENT NO. 1506986  
IDAHO FALLS HOLDING LLC

THE CITY OF IDAHO FALLS  
Parcel Conveyance

Assessor Parcel No:  
RPA00008078195

Part of the Southeast Quarter  
Sec. 7, T.2N., R.38E., B.M.

PREPARED BY:



**CIVIL ENGINEERING  
+SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

September 8, 2022

Page 2 of 2

# Memorandum

**File #:** 21-688

**City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Approval to Write-Off Unpaid Utility Service Accounts

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the write-off of \$355,819.81 in unpaid utility service accounts which have been determined as uncollectible for the calendar years 2017, 2018, 2019, 2020 and 2021 (or take other action deemed appropriate).

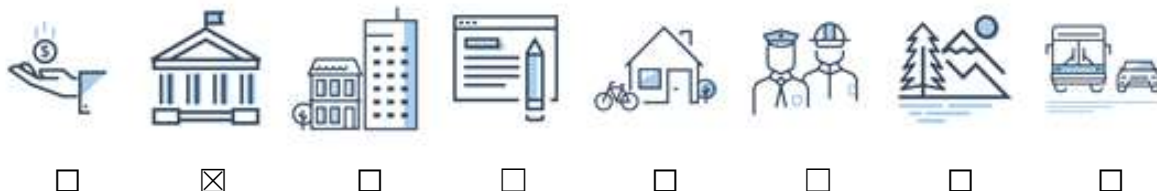
## Description, Background Information & Purpose

A total of 882 utility service accounts have been identified as uncollectable based on the following categories: bankruptcy at \$37,231.09 or 67 accounts; deceased, with no known estate at \$23,664.02 or 76 accounts; and \$294,924.70 identified as uncollectible by the city's contracted collection agency and city staff.

The recommended write-offs meet the terms of the City Service Delivery Account Write-Off Policy: "No payment has been posted to the account within a four-year/five-year period; The City's contracted collections agency determined the account is uncollectible; The account is in the name of a deceased person with no known estate; The Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection or another business reason."

For comparison purposes, last years' total approved for write-off for utility service accounts for calendar year 2016 was \$219,241.73. The increase of \$136,578.08 is attributed to additional delinquent accounts identified by the city's contracted collection agency as uncollectible and the bankrupt, deceased accounts for calendar years 2018, 2019, 2020 and 2021.

## Alignment with City & Department Planning Objectives



The request to write-off the utility service accounts supports the good governance community-oriented result and is

within current policy.

**Interdepartmental Coordination**

Idaho Falls Power and Public Works Staff have reviewed and concurred with the write-off recommendation.

**Fiscal Impact**

The requested write-off will reduce the City's utility service accounts receivable to reflect more accurate revenue collection estimates.

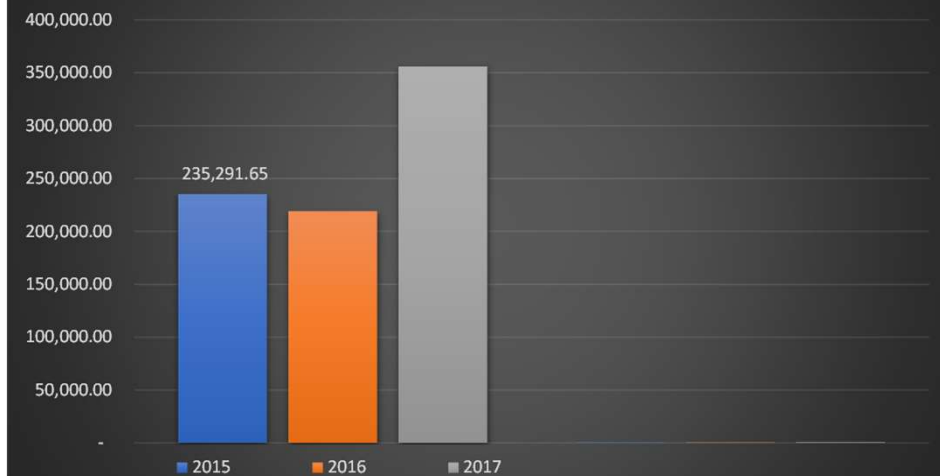
**Legal Review**

The City Attorney concurs that the Council action desired is within State Statute.

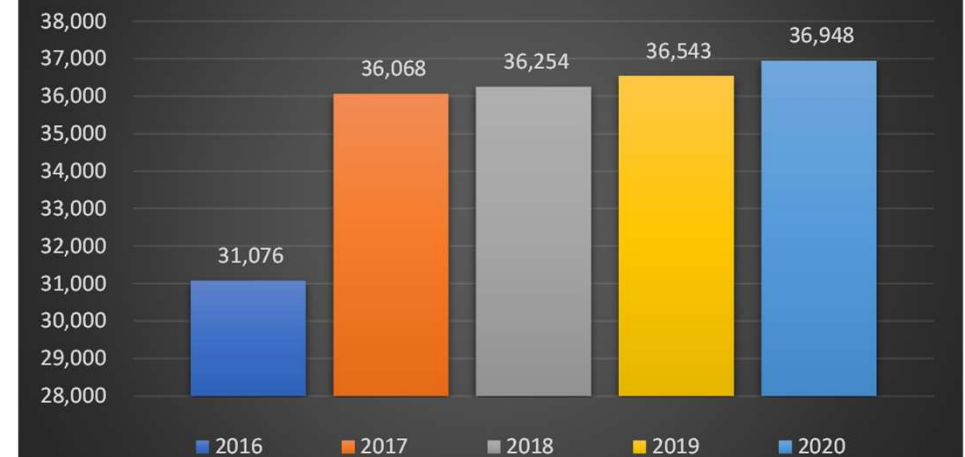
# Utility Service Write-Off Summary

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Utility Service Write-Off Summary



Number of Utility Service Accounts



# Memorandum

File #: 21-692

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Municipal Services

## Subject

City Ordinance Revision - Title 2, Chapter 9 - Civic Center for the Performing Arts

## Council Action Desired

- ☒ Ordinance ☐ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Click or tap here to enter text.

Approve the amendment to Title 2, Chapter 9 of the City Code regarding adding a School District 91 representative to and staggering committee member terms on the Civic Center for the Performing Arts Committee under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or take other action deemed appropriate).

## Description, Background Information & Purpose

The amendment creates a permanent position on the committee for a member who is an employee of School District 91 and who is aware of District and Idaho Falls High School's functions and interests to enhance the long-standing relationship between the City and School District. This will benefit the community by improving the quality of committee decisions. In addition, an amended ordinance will stagger committee members' terms for a smoother transition, strengthen the institutional memory within the committee and allow the Mayor and Council some flexibility with appointments that serves the purposes of the committee

## Alignment with City & Department Planning Objectives



The amended ordinance supports the access to a variety of life-long learning opportunities community-oriented results by partnering to provide public art and cultural enrichment.

## Interdepartmental Coordination

The City Attorney's Office, Mayor's Office and Municipal Services coordinated on the ordinance amendment.

**Fiscal Impact**

Not applicable.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statute.



## ORDINANCE NO.

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ADDING A SCHOOL DISTRICT 91 REPRESENTATIVE TO THE CIVIC CENTER FOR THE PERFORMING ARTS ADVISORY COMMITTEE AND STAGGERING COMMITTEE MEMBER TERMS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Idaho Falls Civic Center for the Performing Arts Advisory Committee has been functioning effectively to support and advise City staff on issues and concerns related to the Civic Center; and

WHEREAS, creating a permanent position of the Committee for a Committee member who is an employee of School District 91 and who is aware of District and Idaho Falls High School's functions and interests, will preserve consideration of important issues related to the adjacent Idaho Falls High School building; and

WHEREAS, addition of a voting membership will enhance the long-standing special relationship between the City and School District 91 for the benefit of the community members and supporters of the arts served by the Civic Center; and

WHEREAS, the Mayor and the Committee believe that staggering the Committee members' terms will make for a smoother transition for Committee members, will strengthen the institutional memory within the Committee, and will allow the Mayor and Council some flexibility with appointments that serve the purposes of the Committee; and

WHEREAS, the Mayor, with the consent of the City Council, is recommending the staggering of terms for the reappointment and continuity of service terms of Committee members.

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

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

2-9-1: ESTABLISHMENT: The Idaho Falls Civic Center for the Performing Arts Advisory Committee ("Committee") is hereby established. The Mayor, with the consent of the Council, shall appoint no less than three (3) nor more than five (5) City residents to serve on the Committee as voting members. The Committee shall also include, as non-voting ex officio members, at least one (1) member of the Council, ~~one (1) member of the Municipal Services Department;~~ and the current manager of the Idaho Falls Civic Center for the Performing Arts; and one (1) member who is a current employee of Idaho Falls School District 91 with knowledge of

Idaho Falls High School functions and interests.

...

2-9-5: TERM OF OFFICE: Three (3) voting members of the Committee shall serve a term of two (2) years and two (2) voting members of the Committee shall serve one (1) year terms. Non-voting ex-officio members shall serve on the Committee as long as they serve in their ex-officio capacities, or until removed or replaced pursuant to the provisions of this Chapter. ~~The terms of members shall expire on December 31 of the second year after their appointment.~~ Voting Committee members may be ~~reappointed~~ appointed or reappointed to such terms in a manner that the terms of not more than two (2) members expire annually.

...

**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 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 and Effective Date. 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.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
JASMINE MARROQUIN,  
DEPUTY CITY CLERK

\_\_\_\_\_  
REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO                    )  
                                              ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, DEPUTY 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; ADDING A SCHOOL DISTRICT 91 REPRESENTATIVE TO THE CIVIC CENTER FOR THE PERFORMING ARTS ADVISORY COMMITTEE AND STAGGERING COMMITTEE MEMBER TERMS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

JASMINE MARROQUIN,  
DEPUTY CITY CLERK

(SEAL)

# Memorandum

File #: 21-695

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, October 19, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-23-01 Purchase Chlorine and Sodium Bisulfite for Public Works

## Council Action Desired

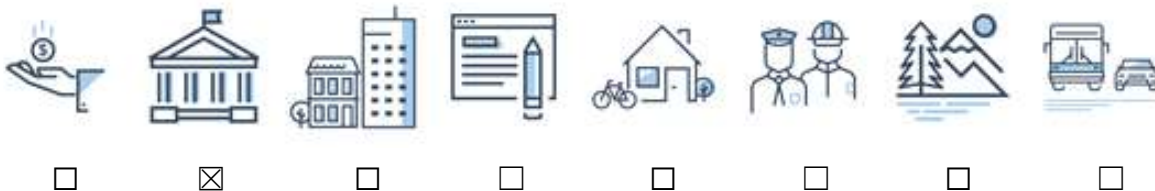
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bids received from the lowest responsive and responsible bidder, Thatcher Company, Inc. for Section II, Chlorine 1 ton container and Section III, Sodium Bisulfite for a total of \$611,200, and reject the bid received for Section I, Chlorine 150-pound cylinders and authorize Public Works to negotiate the purchase on the open market (or take other action deemed appropriate).

## Description, Background Information & Purpose

Bids for the annual purchase of chlorine and sodium bisulfite were received on October 12, 2022. The chemicals are used for the water and wastewater treatment operations. One bid was received. Upon reviewing the bid received city staff are recommending rejecting the bid received for Section I, Chlorine 150-pound cylinder and negotiating the purchase of this bid item on the open market.

## Alignment with City & Department Planning Objectives



The purchase of the chemicals supports the good governance community-oriented results by maintaining safe and efficient city water and wastewater operations.

## Interdepartmental Coordination

Public Works concurs with the recommendation to award for sections II and III, and to reject section I and negotiate on the open market.

## Fiscal Impact

Funds for the purchase of chemicals are budgeted within the Public Works 2022/23 water and wastewater operating

budgets.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statute.

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Thatcher Company, Inc. Salt Lake City, UT				Univar Solutions USA Inc. Kent, WA			
					Unit Price	Total Amount	Unit Price	Total Amount	Demurrage Fee After 120 Days	Exceptions	Unit Price	Total Amount	Demurrage Fee After 120 Days	Exceptions
1	Section I	Chlorine 150 Pound Cylinders	180 EA	N/A	N/A	\$ 737.00	\$ 132,660.00	\$0.30	No					
2	Section II	Chlorine 1 Ton Container	192 EA	N/A	N/A	\$2,375.00	\$ 456,000.00	\$2.75	No			NO BID		
3	Section III	Sodium Bisulfite	80,000 GA	N/A	N/A	\$ 1.94	\$ 155,200.00	N/A	No					
		TOTAL					\$ 743,860.00							

# Memorandum

File #: 21-696

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, October 19, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Purchase two 2022 North Star 153-1 Ambulances for the Fire Department

## Council Action Desired

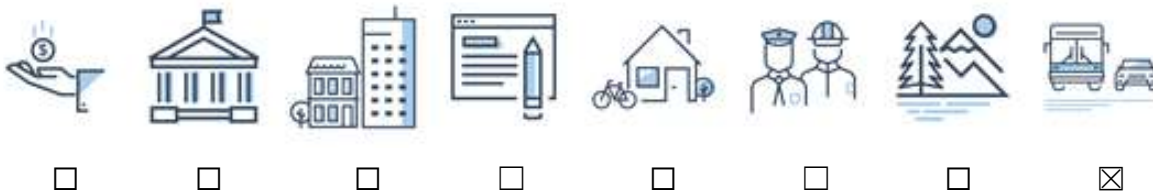
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the purchase of two 2022 North Star 153-1 ambulances accessing the Houston-Galveston Area Council (HGAC) competitive procurement contract #AM10-20 from Braun NW, Inc. for \$220,056.00 each, for a total of \$440,112.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

This purchase will replace the two oldest units, 846 and 847 in the fleet that have reached their useful life and scheduled for replacement. Both are 2016 ambulance units with 846 having over 206,000 miles and 9,800 hours and 847 having over 165,000 miles and 5,600 hours. The replacement ambulances were approved for expedited order due to supply chain delays committing American Rescue Plan Act (ARPA) funds during the May 12, 2022, City Council meeting.

## Alignment with City & Department Planning Objectives



The purchase of the replacement ambulances supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

## Interdepartmental Coordination

Municipal Services concurs with the Fire Department recommendation to purchase from HGAC competitive purchase solicitations through contract #AM10-20.

## Fiscal Impact

Funds to purchase the two replacement ambulances were approved by City Council for American Rescue Plan Act (ARPA)

funds in the amount of \$609,351.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statute.



**Braun NW, Inc.**

150 North Star Drive  
PO Box 1204  
Chehalis, WA 98532  
United States

Voice: (360) 748-0195  
Fax: (360) 748-0256

**INVOICE**

Invoice Number: 33673  
Invoice Date: Oct 18, 2022  
Page: 1

**Bill To:**

Idaho Falls Fire Dept  
PO Box 50220  
Idaho Falls, ID 83405

**Ship to:**

Idaho Falls Fire Dept  
PO Box 50220  
Idaho Falls, ID 83405

Customer ID	Customer PO	Payment Terms	
IdahoFalls	PROPOSAL 11/8/2021	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Cust. Pickup	10/31/22	10/31/22

Quantity	Item	Description	Unit Price	Amount
1.00	M	2022 NORTH STAR AMBULANCE ON A	211,956.00	211,956.00
		2022 FORD F450 CHASSIS (3548-1) VIN #		
		1FD0X4HTXNEE91913		
1.00	M	CHANGE ORDER #1- DATED 7/1 1/22	9,750.00	9,750.00
-1.00	M	CHANGE ORDER #2- DATED 8/1 1/22	1,650.00	-1,650.00
		TERMS: NINETY PERCENT (90%)		
		PAYMENT DUE UPON RECEIPT OF		
		VEHICLE. BALANCE DUE IN THIRTY (30)		
		DAYS. THANK YOU.		
Subtotal				220,056.00
Sales Tax				
Total Invoice Amount				220,056.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>220,056.00</b>

Thank you for your business!

Fax #:  
(360) 748-0256

Braun Northwest, Inc.  
P. O. Box 1204  
Chehalis, WA 98532

Telephone #:  
(360) 748-0195

## OPTIONS/CHANGE ORDER SUMMARY

CAR #: 3548-1

CUSTOMER: Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
PROPOSAL/					
9/9/2021	11/8/2021	HGAC Contract #CC21-02962	One (1) North Star 153-1 ambulance on a 2022 Ford F450 Super Cab 4x4 chassis	\$ 179,546.00	
			Published/Unpublished options taken	\$ 33,410.00	
			Multi-Vehicle discount	\$ (1,500.00)	
			HGAC fee	\$ 500.00	
Total Proposal				\$	211,956.00
6/28/2022	7/11/2022	Change Order #1	Chassis Modifications- Add a locking drawer to custom compartment in the chassis	\$ 550.00	
			Cab-To-Module Attachment- Change from a walk-through to a pass-through	\$ (940.00)	
			Compartment #1- Compartment size to decrease to TBD"W x 70"H x 20"D	\$ -	
			Compartment #2- Compartment size to decrease TBD"W x 35"H x 20"D	\$ -	
			Compartment #3- Add an extra MERV vent and precision punch to ease door closing	\$ 300.00	
			Cabinet #TBD- Add Mermaid Fridge	\$ 3,300.00	
			Cabinet #1- Cabinet size to decrease to TBD"W x 20.5"H x 15.75"D	\$ -	
			Bring Cabinet #2 up to be flush with cabinet 3. Est 1" change	\$ 100.00	
			Cabinet #9- Change from tip out waste to custom drop in access hole	\$ -	
			Cabinet #16- Change from tip out waste to custom drop in access hole	\$ -	
			Cabinet #20- Removing the aft facing flange on shelving and using a 1x1" flange on left stile to maximize cab opening	\$ -	
			Ship placards and holders loose	\$ -	
			Seatbelts- Change CPR seat to a 4 point buckle	\$ 400.00	
			Module Climate Control System- Option to add a UV lamp to the HVAC system	\$ 940.00	
			Exhaust Vent- Change to a larger fan	\$ 550.00	
			Driver's Console- Add a recessed glove storage to the lid of the map box	\$ 250.00	
			Drivers console button layout change to as described in Change Order #1	\$ -	
			Driver's Console- New console proposed drawing (right) based on new button layout and map box glove storage(not to scale), shown in Change Order #1	\$ 600.00	
			Attendant Control Panel- Move override switch to the curbside entrance door bezel	\$ -	
			Front Upper Flashers- Credit for light bar deletion	\$ (2,325.00)	
			Front Upper Flashers- Add 9 M6 flashers to the front of the module	\$ 2,250.00	
			Rear Upper Flashers- Remove rear light bar	\$ (2,300.00)	
			Rear Upper Flashers- Add 9 M6 lights in place of the light bar	\$ 2,250.00	
			Flashers- Change from 900 Series to M9s to better match the rest of the lights	\$ 150.00	
			Scenelights- Change from 900 Series to M9Rs	\$ 800.00	

cc: Laina, Jen, Dustin, Jeff

Fax #:  
(360) 748-0256

Braun Northwest, Inc.  
P. O. Box 1204  
Chehalis, WA 98532

Telephone #:  
(360) 748-0195

CAR #: 3548-1

CUSTOMER: Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
			Siren Speakers- Add howler with accompanying push buttons on the console	\$ 1,225.00	
			Audio/Video Equipment/Back-Up Camera Item #1- Add safety vision 4 camera w/rear view mirror backup camera.	\$ 2,350.00	
			Audio/Video Equipment/Back-Up Camera- Credit for previous backup camera	\$ (700.00)	
			Customer-Supplied Equipment- Add magnetic mic clips to the customer supplied list	\$ -	
			<b>Total Change Order #1</b>	\$	<b>9,750.00</b>
8/9/2022	8/11/2022	Change Order #2	Audio/Video Equipment/ Back-Up Camera Item #1-Revert back to previous back-up camera only option	\$ (1,650.00)	
			<b>Total Change Order #2</b>	\$	<b>(1,650.00)</b>
			<b>(Totals do not include applicable sales tax)</b>	<b>TOTAL \$</b>	<b>220,056.00</b>

**Braun NW, Inc.**

150 North Star Drive  
PO Box 1204  
Chehalis, WA 98532  
United States

Voice: (360) 748-0195

Fax: (360) 748-0256

# INVOICE

Invoice Number: 33674

Invoice Date: Oct 18, 2022

Page: 1

**Bill To:**

Idaho Falls Fire Dept  
PO Box 50220  
Idaho Falls, ID 83405

**Ship to:**

Idaho Falls Fire Dept  
PO Box 50220  
Idaho Falls, ID 83405

Customer ID	Customer PO	Payment Terms	
IdahoFalls	PROPOSAL 11/8/2021	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Cust. Pickup	10/31/22	10/31/22

Quantity	Item	Description	Unit Price	Amount
1.00	M	2022 NORTH STAR AMBULANCE ON A	211,956.00	211,956.00
		2022 FORD F450 CHASSIS (3549-1) VIN #		
		1FD0X4HT1NEE91914		
1.00	M	CHANGE ORDER #1- DATED 7/11/22	8,100.00	8,100.00
		TERMS: NINETY PERCENT (90%)		
		PAYMENT DUE UPON RECEIPT OF		
		VEHICLE. BALANCE DUE IN THIRTY (30)		
		DAYS. THANK YOU.		
Subtotal				220,056.00
Sales Tax				
Total Invoice Amount				220,056.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>220,056.00</b>

Thank you for your business!

Fax #:  
(360) 748-0256

Braun Northwest, Inc.  
P. O. Box 1204  
Chehalis, WA 98532

Telephone #:  
(360) 748-0195

## OPTIONS/CHANGE ORDER SUMMARY

CAR #: 3549-1

CUSTOMER: Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
9/9/2021	11/8/2021	PROPOSAL/ HGAC Contract #CC21-02962	One (1) North Star 153-1 ambulance on a 2022 Ford F450 Super Cab 4x4 chassis	\$ 179,546.00	
			Published/Unpublished options taken	\$ 33,410.00	
			Multi-Vehicle discount	\$ (1,500.00)	
			HGAC fee	\$ 500.00	
			<b>Total Proposal</b>		<b>\$ 211,956.00</b>
6/28/2022	7/11/2022	Change Order #1	Chassis Modification- Add a locking drawer to custom compartment in the chassis	\$ 550.00	
			Cab-To-Module Attachment- Change from a walk-through to a pass-through	\$ (940.00)	
			Compartment #1- Compartment size to decrease to TBD"W x 70"H x 20"D	\$ -	
			Compartment #2- Compartment size to decrease to TBD"W x 35"H x 20"D	\$ -	
			Compartment #3- Add an extra MERV vent and precision punch to ease door closing	\$ 300.00	
			Cabinet #TBD- Add Mermaid Fridge	\$ 3,300.00	
			Cabinet #1- Cabinet size to decrease to TBD"W x 20.5"H x 15.75"D	\$ -	
			Bring Cabinet #2 up to be flush with cabinet 3. Est 1" change	\$ 100.00	
			Cabinet #9- Change from tip out waste to custom drop in access hole	\$ -	
			Cabinet #16- Change from tip out waste to custom drop in access hole	\$ -	
			Cabinet #20- Removing the aft facing flange on shelving and using a 1x1" flange on left stile to maximize cab opening	\$ -	
			Ship placards and holders loose	\$ -	
			Seatbelts- Change CPR seat to a 4 point buckle	\$ 400.00	
			Module Climate Control System- Option to add a UV lamp to the HVAC system	\$ 940.00	
			Exhaust Vent- Change to a larger fan	\$ 550.00	
			Driver's Console- Add a recessed glove storage to the lid of the map box	\$ 250.00	
			Driver's console button layout change to as described in Change Order #1	\$ -	
			Driver's Console- New console proposed drawing (right) based on new button layout and map box glove storage(not to scale), shown in Change Order #1	\$ 600.00	
			Attendant Control Panel- Move override switch to the curbside entrance door bezel	\$ -	
			Front Upper Flashers- Credit for light bar deletion	\$ (2,325.00)	
			Front Upper Flashers- Add 9 M6 flashers to the front of the module	\$ 2,250.00	
			Rear Upper Flashers- Remove rear light bar	\$ (2,300.00)	
			Rear Upper Flashers-Add 9 M6 lights in place of the light bar	\$ 2,250.00	
			Flashers- Change from 900 Series to M9s to better match the rest of the lights	\$ 150.00	
cc: Laina, Jen, Dustin, Jeff			Scenelights- Change from 900 Series to M9Rs	\$ 800.00	

Fax #:  
(360) 748-0256

Braun Northwest, Inc.  
P. O. Box 1204  
Chehalis, WA 98532

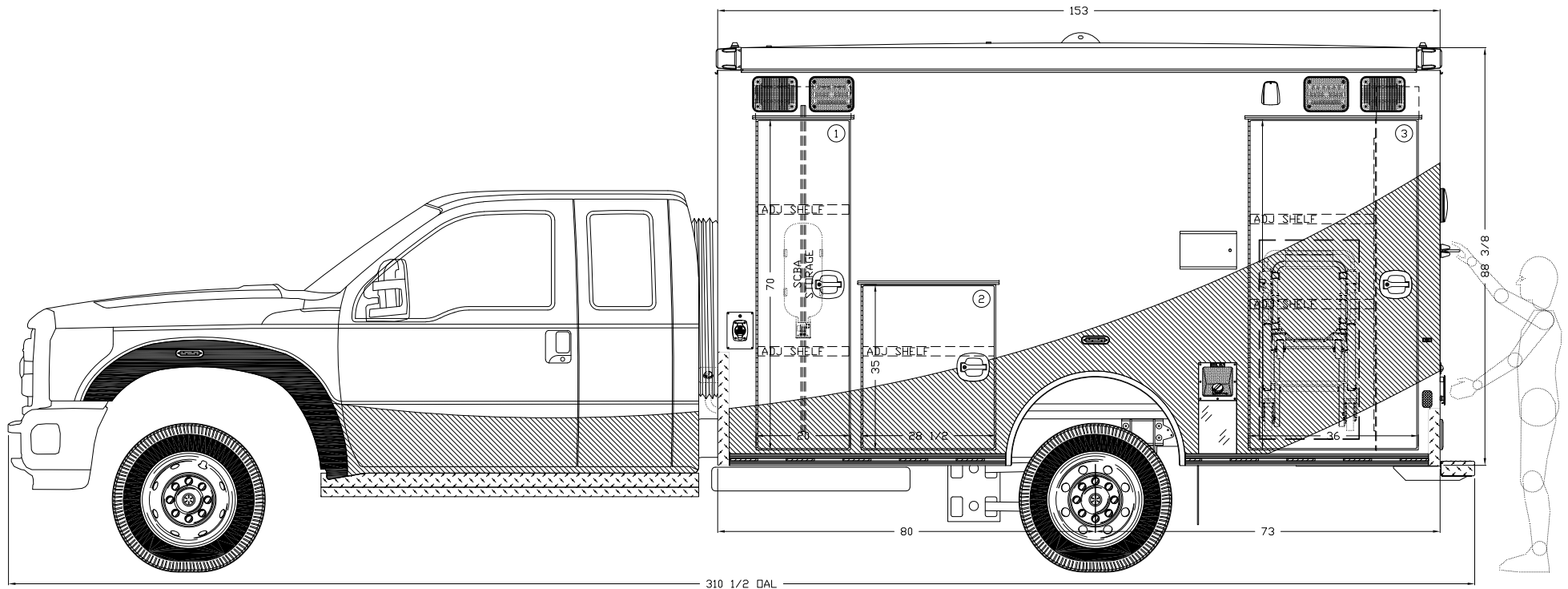
Telephone #:  
(360) 748-0195

CAR #: 3549-1

CUSTOMER: Idaho Falls Fire Department

DATE SENT	DATE APPROVED	DOCUMENT	ITEMS	\$	TOTAL
			Siren Speakers- Add howler with accompanying push buttons on the console	\$ 1,225.00	
			Customer Supplied Equipment- Add magnetic mic clips to the customer supplied list	\$ -	
			Total Change Order #1	\$	8,100.00
			(Totals do not include applicable sales tax)	TOTAL \$	220,056.00





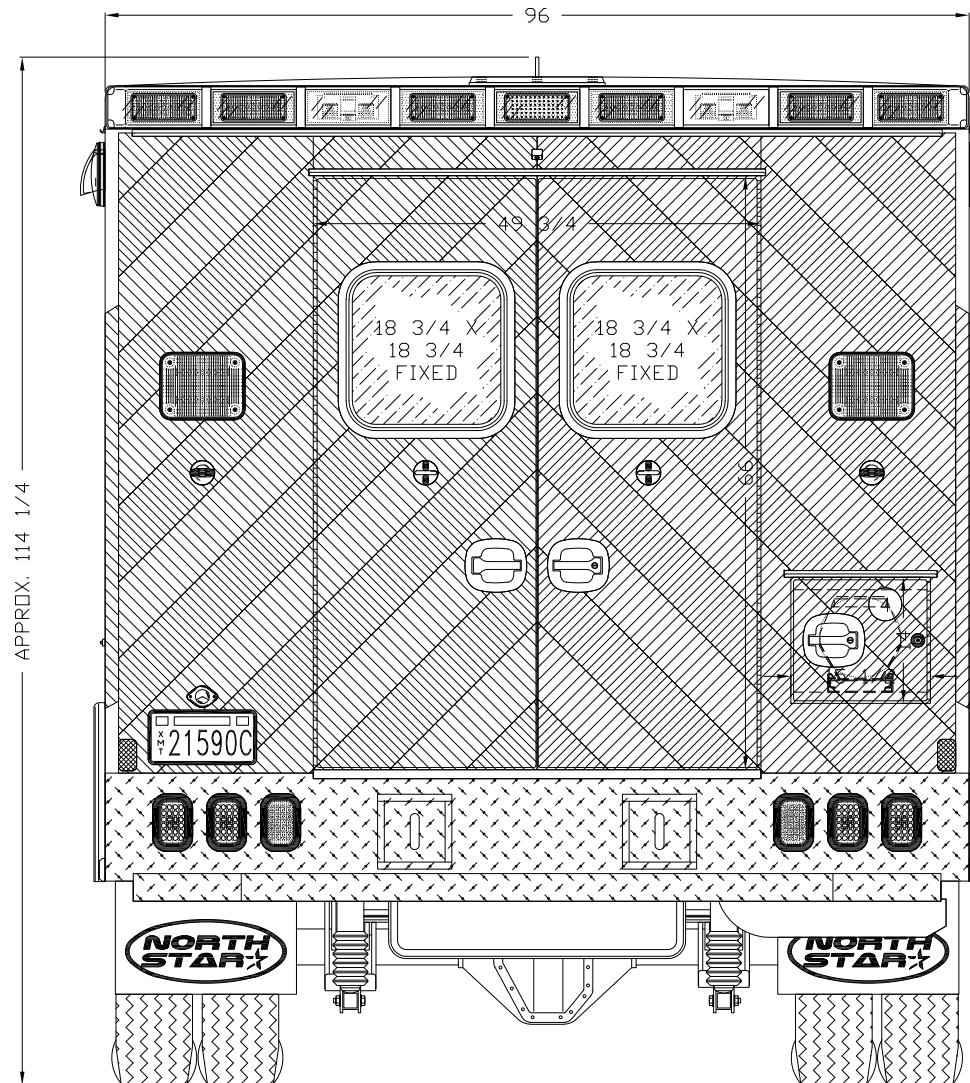
## Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30401			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: EXTERIOR S/S VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING



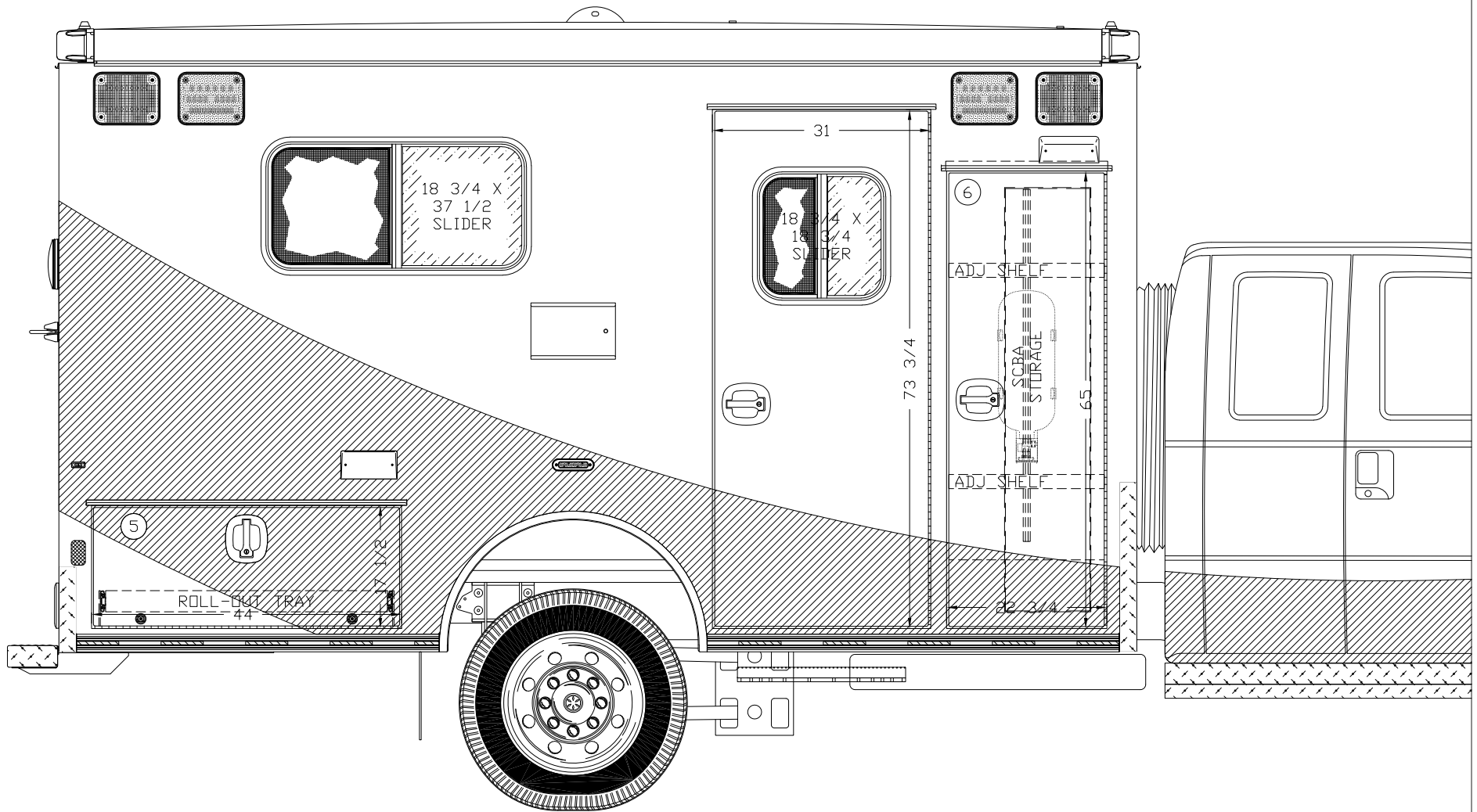


## Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30402			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: EXTERIOR REAR VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
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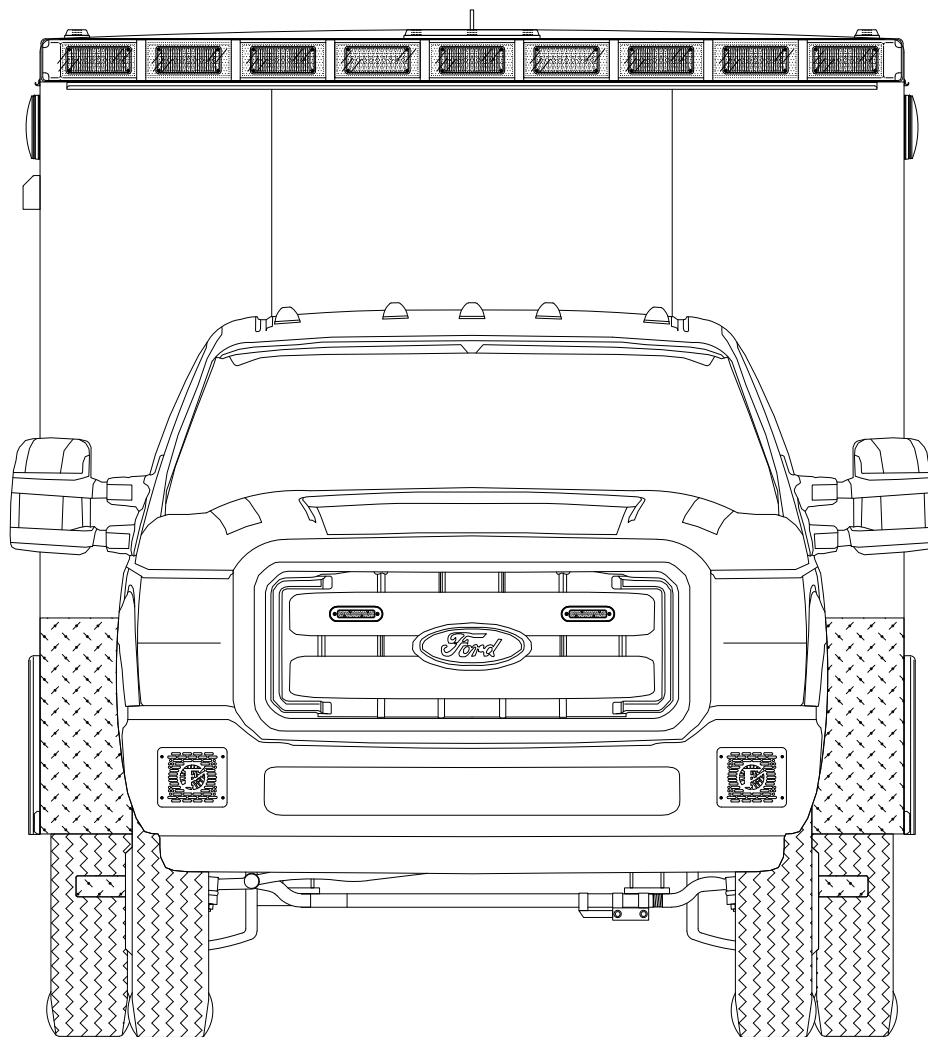


# Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30403			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: EXTERIOR C/S VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

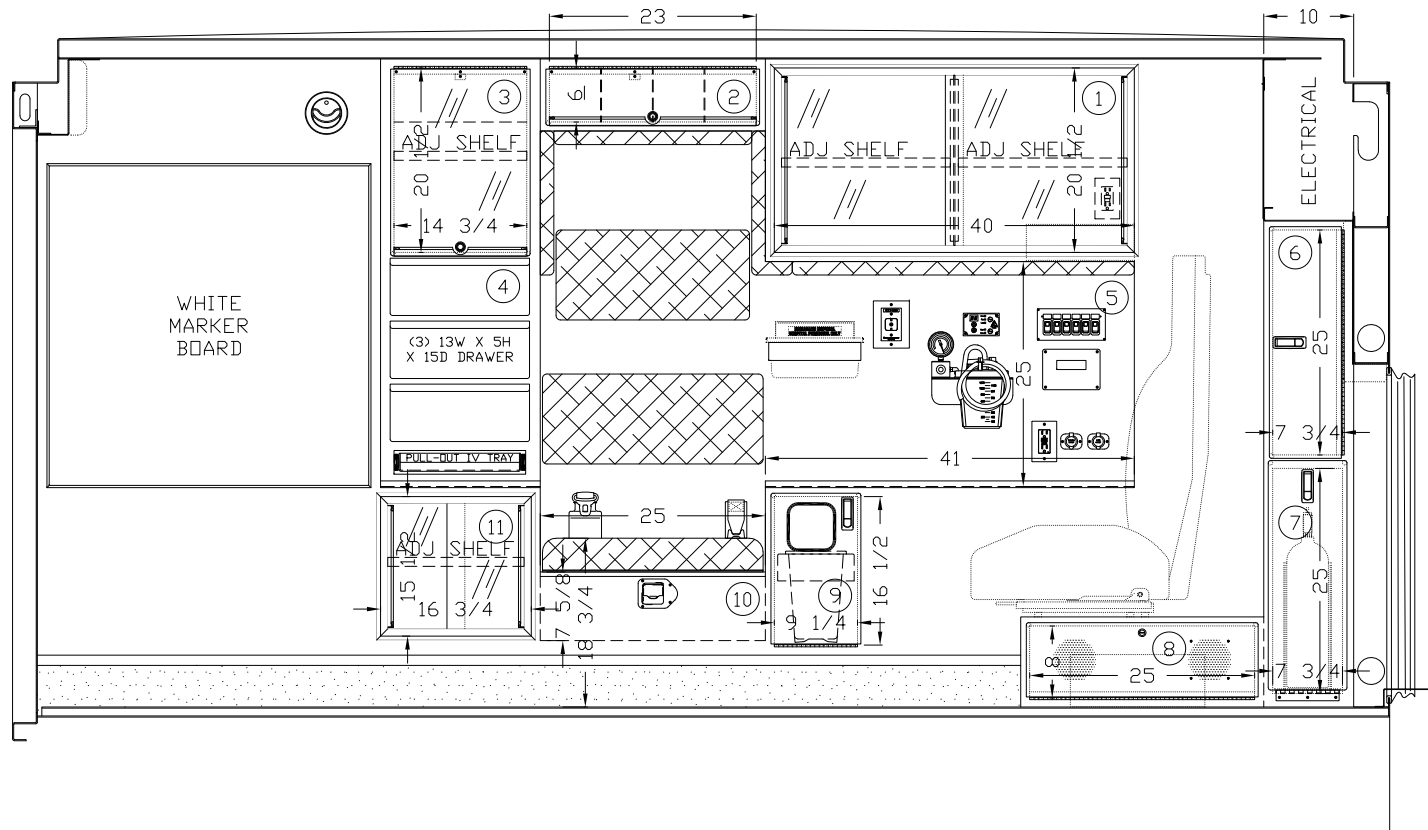


## Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30404			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: EXTERIOR FRONT VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

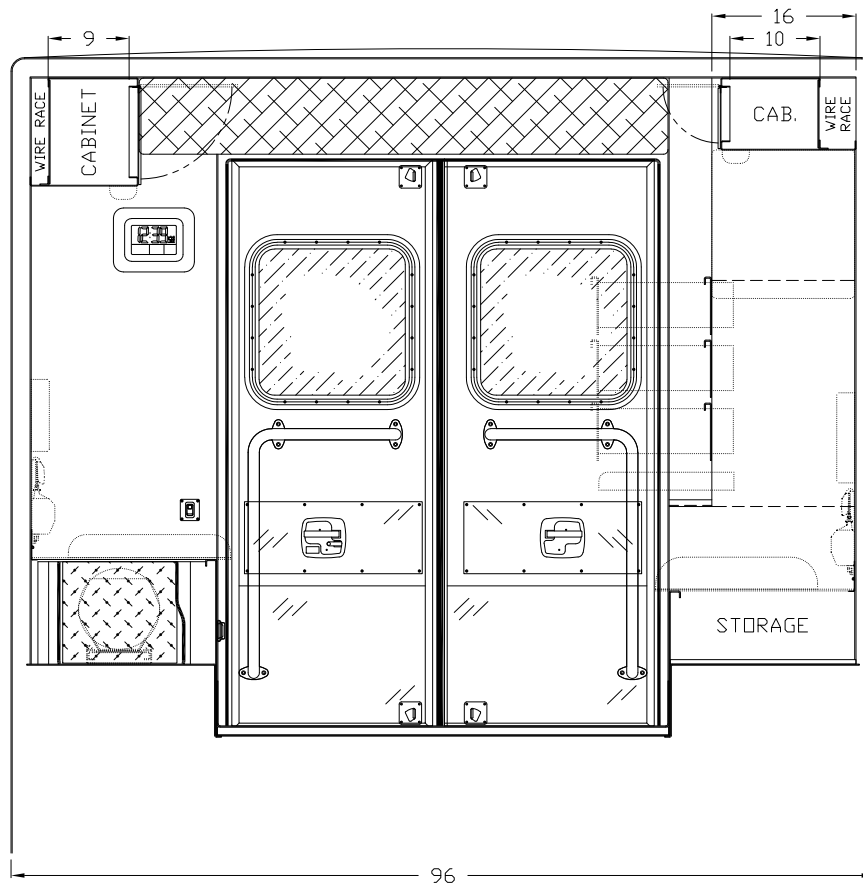


# Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30405			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: INTERIOR S/S VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

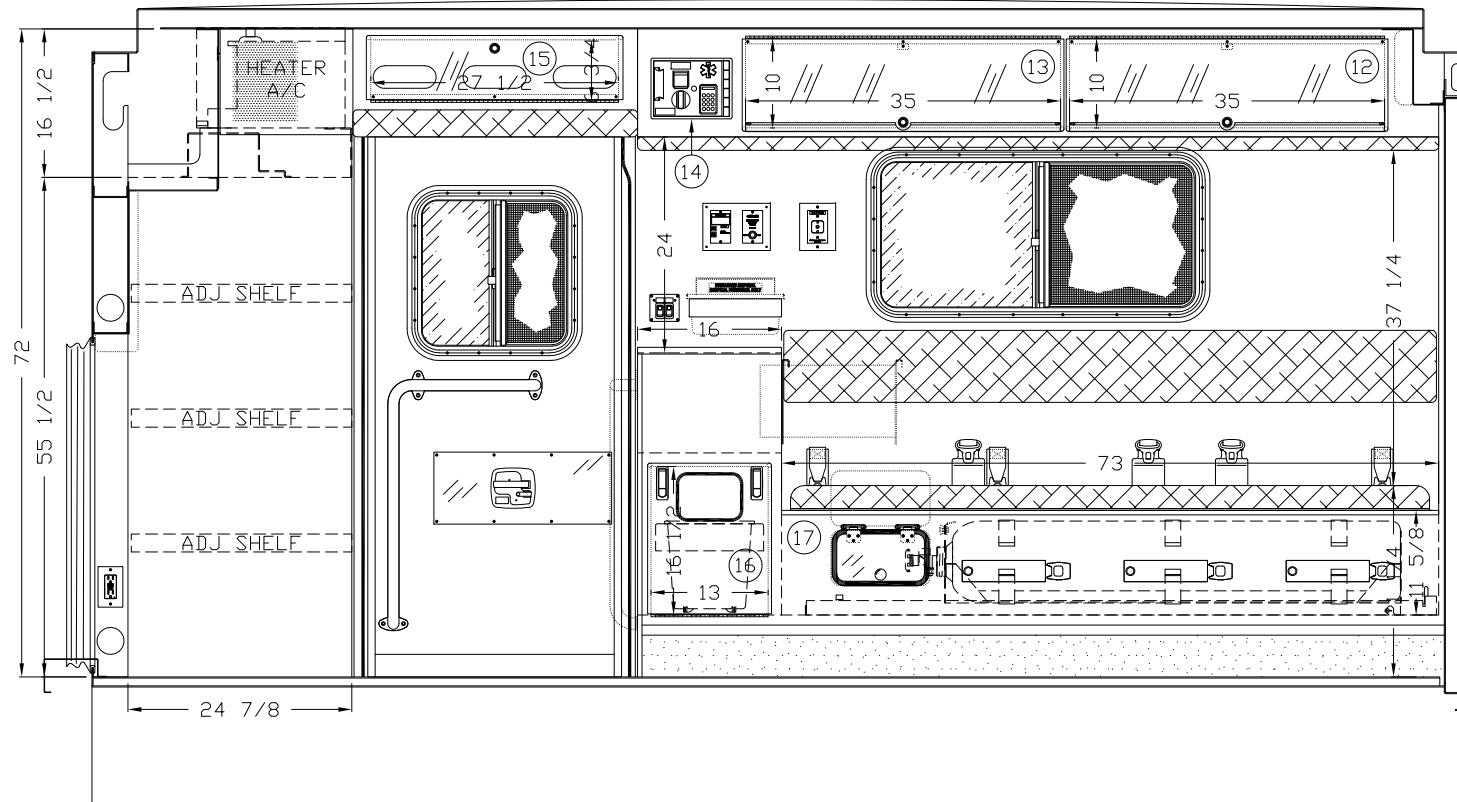


## Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30406			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: INTERIOR REAR VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

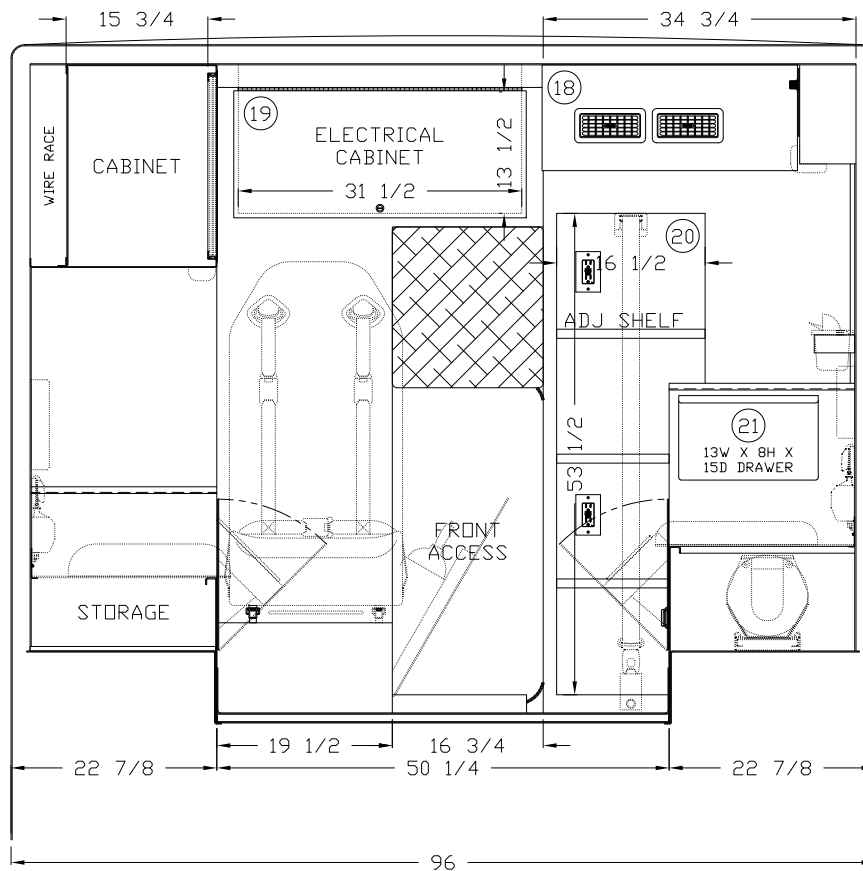


## Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30407			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: INTERIOR C/S VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

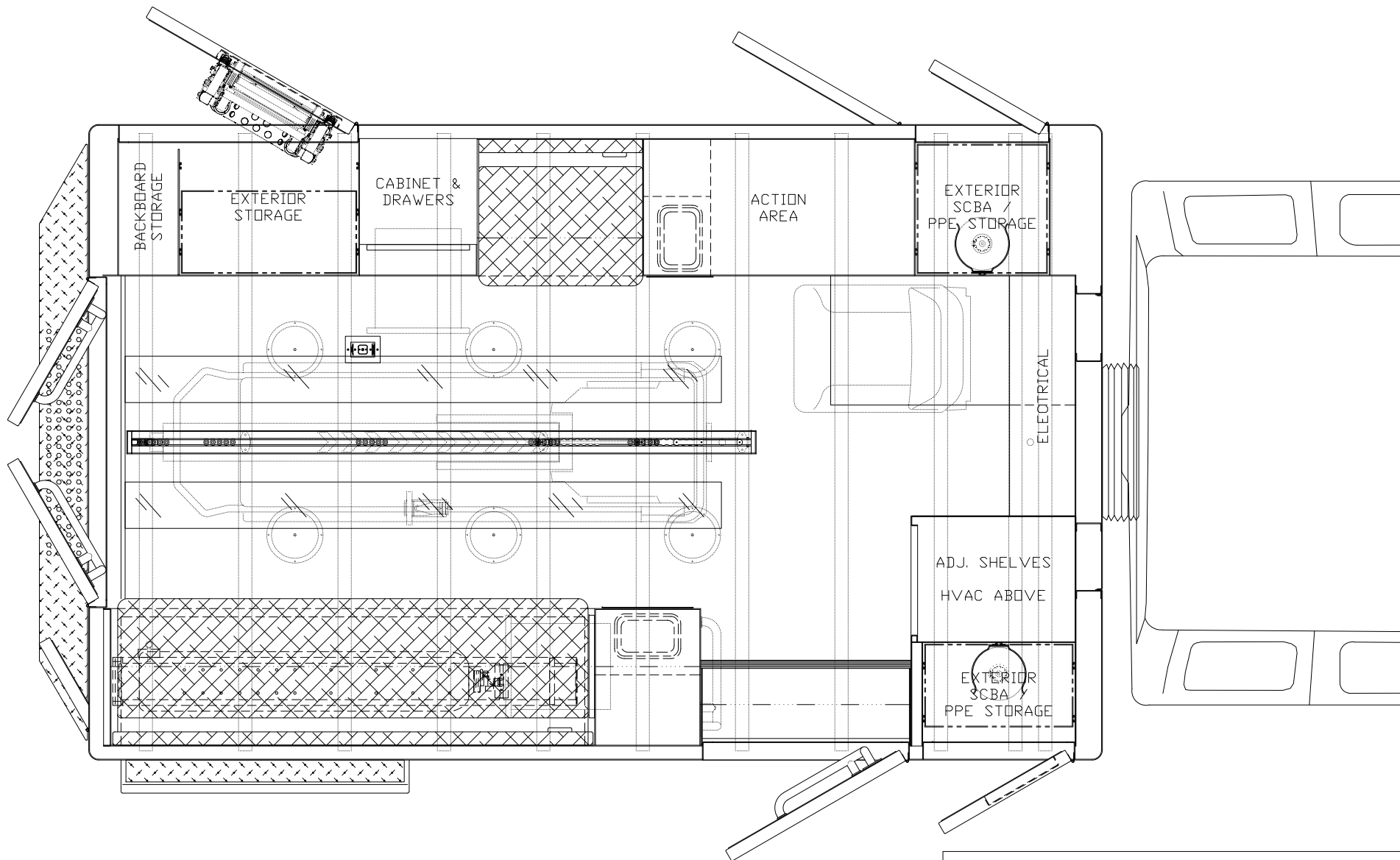


## Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30408			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: INTERIOR FRONT VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING



## Braun Northwest, Inc.

Department	SALES			Rev
Dwg. Name	30409			
Client	IDAHO FALLS F.D.			
Date	06/23/2020	Drawing By	T.D.B.	

TITLE: PLAN VIEW

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS  
INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS  
ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING







150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

## HGAC PROPOSAL

September 9<sup>th</sup>, 2021

Idaho Falls Fire Department  
Attn: Eric Day  
434 East Street  
Idaho Falls, ID 83402  
[EDay@idahofallsidaho.gov](mailto:EDay@idahofallsidaho.gov)

RE: Two (2) 2022 North Star 153-1 ambulances

Braun Northwest is pleased to offer the following proposal which is based upon HGAC Contract AM10-20:

Two (2) 2022 North Star 153-1 ambulances on a 2022 Ford F-450 Super cab 4x4 ambulance prep diesel chassis based upon enclosed vehicle #3040-1 "As Built" specifications dated 4/2/21 and drawings dated 6/23/20 with the following changes:

- Utilize 2022 Ford F-450 4x4 Super Cab diesel chassis.

Base price HGAC CA06.....	\$179,546.00
Published/Unpublished options taken.....	\$ 33,410.00
Multi-vehicle discount.....	<\$ 1,500.00>
Subtotal for one (1) vehicle.....	\$211,456.00
Subtotal for two (2) vehicles.....	\$422,912.00
HGAC fee.....	\$ 1,000.00
Total amount for two (2) vehicles F.O.B. Chehalis, WA.....	<u>\$423,912.00</u>

Sales tax not included

F.O.B.: Chehalis, Washington

Delivery: Approximately 280-300 Days ARO

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days

*\*Note: Price shown above is a total for 2 vehicles and includes charges for 2 preordered chassis, which were signed for on July 20, 2021.*

*(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.*

*Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.*

Respectfully Submitted by:  
Braun Northwest, INC.

We agree to accept the above proposal:  
Idaho Falls Fire Department

  
Tami McCallum, V.P. Sales

Signature

Date

Date: 

Printed Name

Title



EMERGENCY VEHICLES

TM  
cc PB

Enclosures: Specifications, drawings

[www.braunnw.com](http://www.braunnw.com)

### **ARPA FUNDED PROJECTS**

<u><b>Project Name</b></u>	<u><b>Lead Department</b></u>	<u><b>Amount Requested</b></u>
Property Acquisition	Fire Department	\$658,000
ADA Restroom for All Access Playground	Parks and Rec	\$200,000
Replace Two Ambulances	Fire Department	\$609,351
New Transport Ambulance	Fire Department	\$260,500
APCO Dispatching Fire and EMS Software	Fire Department	\$80,000
City Parks Surface Water Irrigation Conversion	Public Works	\$1,000,000
17th Street and Holmes Avenue Intersection Improvement (Eastbound Right-Turn Lane)	Public Works	\$750,000
Pancheri Bridge - Beam Seat, Deck Rehabilitation and Girder Replacement Project	Public Works	\$3,000,000
Citywide Public Outreach and Engagement Tool	Non Department	\$75,000
Purchase and Install Back-Up Generators - Station 4 and Station 5.	Fire Department	\$250,000
Idaho Falls Civic Center for the Performing Arts ADA Restrooms and Lobby Expansion	Municipal Services Department	\$300,000
Security Upgrades for Parks Restrooms	Parks and Rec	\$100,000
City Hall Elevator	Municipal Services Department	\$1,000,000
Permit Software System Purchase and Implementation	Community Development	\$600,000
Safety and Facility Updates to Funland at the Zoo	Parks and Rec	\$150,000
Citywide ARPA Administration / TFG	Non Department	\$670,000
Security Access Points	Municipal Services Department	\$100,000
Idaho Falls Police Department Cars	IFPD	\$750,000
		<b>\$10,552,851</b>

### **ARPA NON-FUNDED PROJECTS**

<u><b>Project Name</b></u>	<u><b>Lead Department</b></u>	<u><b>Amount Requested</b></u>
Restock of EMS Supplies	Fire Department	\$100,000
Power Stair Chairs	Fire Department	\$45,000
ALS/BLS kits for Fire Department Vehicles.	Fire Department	\$40,500
Water Meter Purchase and Installation	Public Works	\$3,000,000
Rec Center ADA Accessibility and Security Upgrades	Parks and Rec	\$75,000
Citywide Grant Acquisition - TFG	Non Department	\$30,000
Fiber to the Premise	IFP	\$2,000,000
Ice Arena ADA Accessibility and Security Upgrades	Parks and Rec	\$75,000
Citywide Community Support Fund	Non Department	\$80,000
Citywide - City Housing Opportunities	Non Department	\$2,000,000
Security Software and Hardware for all Fire Stations.	Fire Department	\$30,000
Aquatic Center Exterior Improvements	Parks and Rec	\$130,000
City-Wide Cybersecurity Upgrades	Municipal Services Department	\$100,000
Bear Cat	IFPD	\$350,000
City-Wide Premium Pay, Essential Worker Pay	Non Department	\$300,000
Hiring/Recruitment Bonus	IFPD	\$70,000
		<b>\$8,425,500</b>

# Memorandum

File #: 21-681

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Wednesday, October 12, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East.

## Council Action Desired

- ☒ Ordinance
 ☐ Resolution
 ☒ Public Hearing
 ☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Ordinance annexing 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of TN and R3 with the Controlled Development Airport Overlay Zone, to the Mayor and City Council as presented. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of annexation must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The annexation legal description has been reviewed by the Survey Division.

**Fiscal Impact**

NA

**Legal Review**

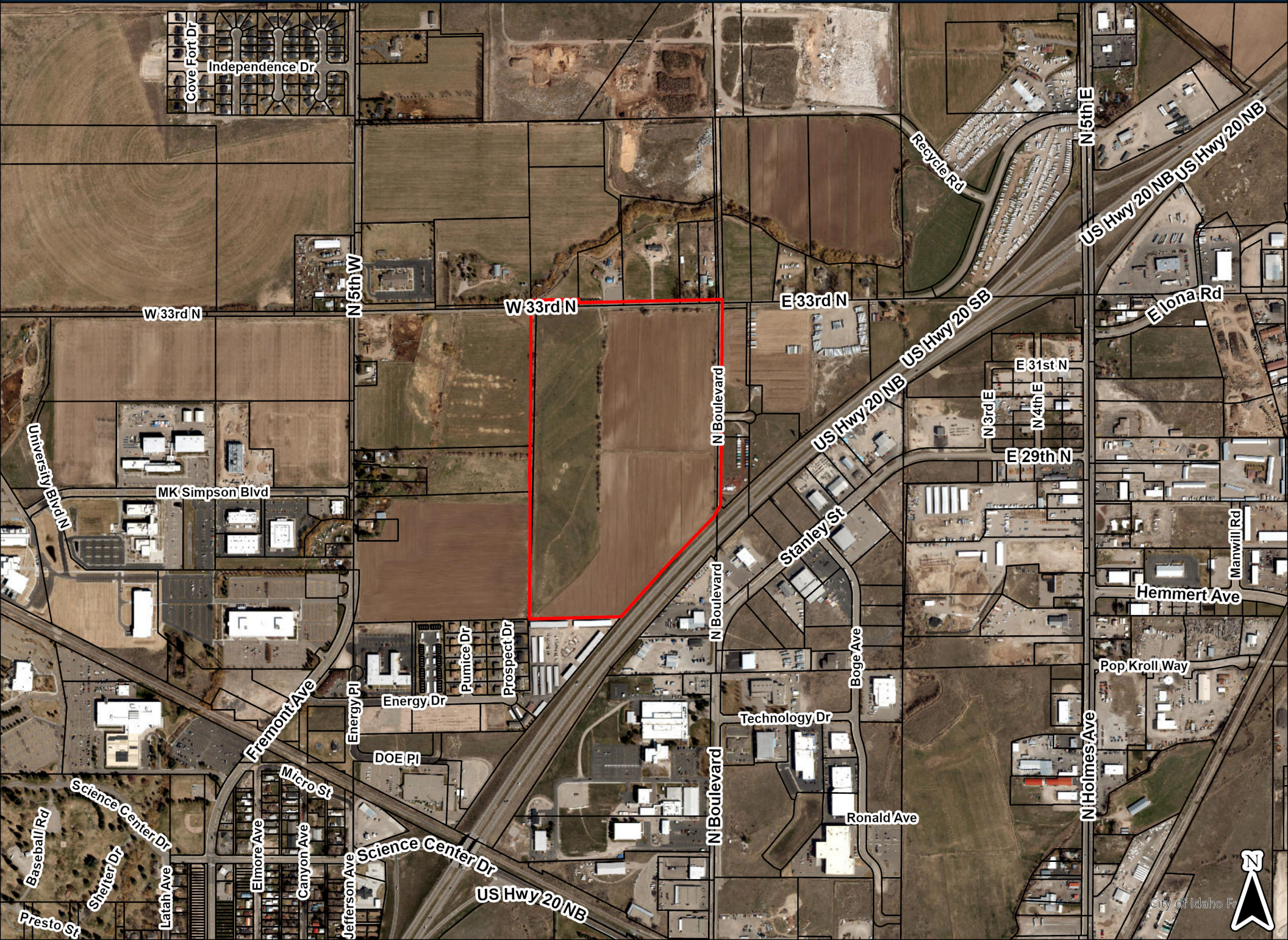
This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.



RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P

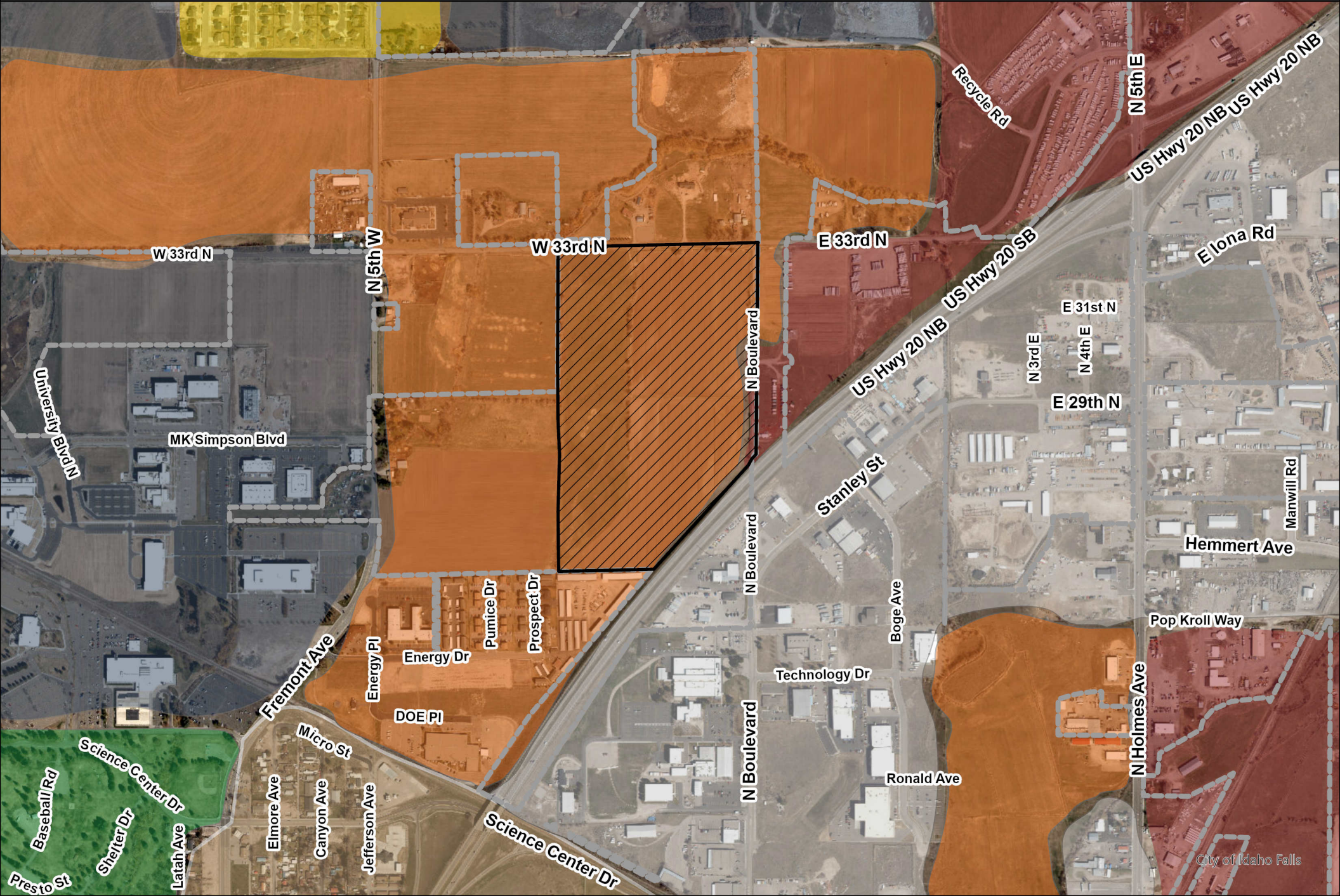









- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





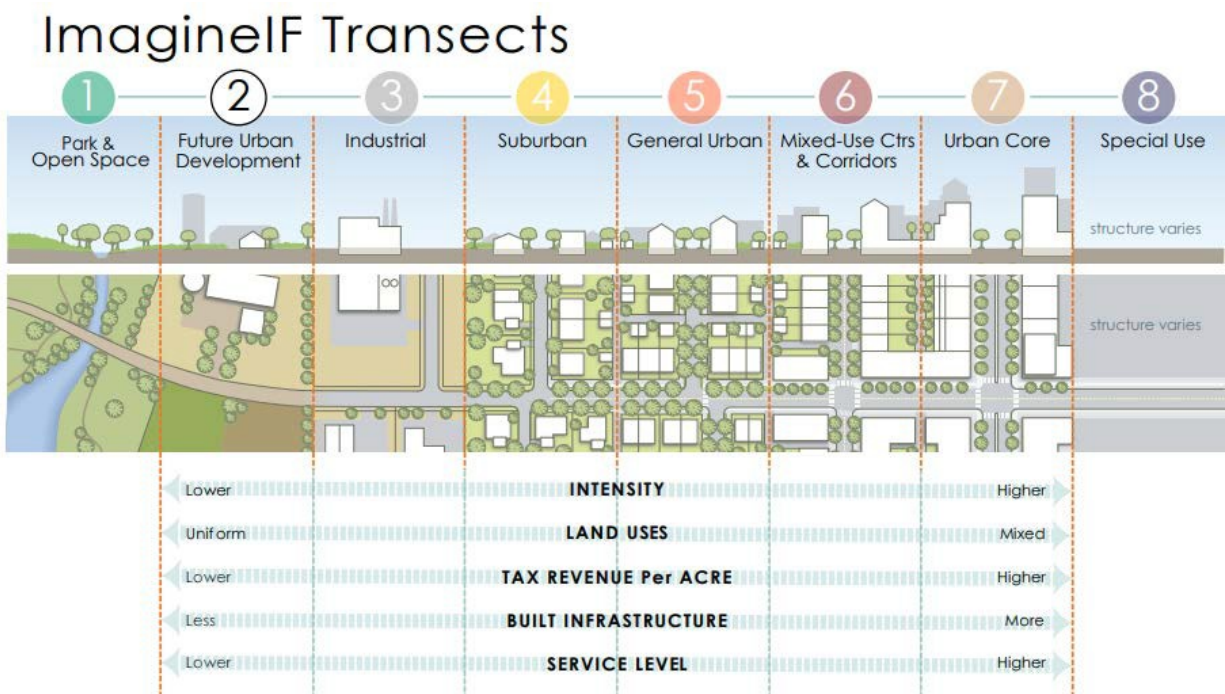
<p style="text-align: center;"><b>STAFF REPORT</b></p> <p style="text-align: center;"><b>Annexation and Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone.</b></p> <p style="text-align: center;"><b>E ½ of the NW ¼ of Section 7, T2N, R38E</b></p> <p style="text-align: center;"><b>October 27, 2022</b></p>	
<p><b>Applicant:</b> Layton Construction Company</p> <p><b>Project Manager:</b> Caitlin Long</p> <p><b>Location:</b> Generally, north of US Hwy 20, east of N 5<sup>th</sup> W, south of W 33<sup>rd</sup> N, west of N Boulevard</p> <p><b>Size:</b> Approximately 63.960 acres</p> <p><b>Zoning:</b> Existing: County A-1/County IM-1 North: County A-1/R1 South: HC/ County IM-1 East: R3/ County IM-1 West: HC <b>Proposed Zoning:</b> TN/R3, with Airport Overlay</p> <p><b>Existing Land Uses:</b> Site: Ag North: Ag/Res South: Industrial East: Ag West: Industrial</p> <p><b>Future Land Use Map:</b> General Urban</p> <p><b>Attachments:</b> 1. Comprehensive Plan Policies 2. Zoning Information 3. Maps &amp; Aerial Photos</p>	<div data-bbox="1159 184 1430 436">  <p style="text-align: center;">IDAHO FALLS Community Development Services</p> </div> <p><b>Requested Action:</b> To <b>approve</b> the annexation and initial zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone.</p> <p><b>Staff Recommendation:</b> Staff recommends approval of the annexation and initial zoning of TN, Traditional Neighborhood R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zones to the Mayor and City Council.</p> <p><b>Annexation:</b> This is a Category “A” annexation as it is requested by the property owner. The property is contiguous to City limits along all four sides of the property and is within the area of impact. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.</p> <p><b>Staff Comments:</b> This property is situated just south of W 33<sup>rd</sup> N and the request for TN and R3 is for development to occur in a way that represents a more gridded approach as familiar with the older historic neighborhoods found in the center of the city. Traditional Neighborhood provides a residential zone which is characterized by a walkable, traditional residential neighborhood pattern with small lots and residences, a mix of housing types, and a grid street pattern with rear alleys. The area requested for TN is large enough to create a gridded street network that can be oriented of the existing right-of-way network with W 33<sup>rd</sup> and N. Boulevard. For new development, utilizing the Traditional Neighborhood Zone, private alleys are encouraged and can be allowed.</p> <p>The bottom portion of this annexation is being requested to be R3, Multiple Dwelling Residential which is residential zone which is characterized by a variety of dwelling types with a denser residential environment. This property also lies in the Controlled Development Airport Overlay zone, which has compatible uses with the TN and R3 Zones. The surrounding properties have similar zoning, such as R3 to the west and to the southwest of this property, as well as LC and R3A in the vicinity.</p> <p>The Comprehensive Plan identifies this property as General Urban. The TN and R3 Zones are consistent with the policies of the Comprehensive Plan.</p> <p>continued on next page</p>

The TN zone fits in the idea of General Urban as this transect outlines connective street patterns, similar to traditional grid pattern that encourages bicycle and pedestrian usage. This area is specifically called out in the ImagineIF Plan as an area to focus on for a future walkable center, (see Area 4 Objectives and Actions for Community Health, Housing and Transportation & Connectivity beginning with page 173).

This area has the ability to develop into a walkable center and be well connected to INL, the college campuses and Freeman Park to the west. 33<sup>rd</sup> North is identified to be constructed with a bike and pedestrian priority, meaning that it will include bike lanes and sidewalk which will connect to 5<sup>th</sup> W which will have pathway. The Willow Creek drainage also runs to the north and west of this area and is also being looked at to develop for pedestrian connectivity.

### Comprehensive Plan Land Use Transects:

pg. 60-70



**General Urban Snapshot:** The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center. Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley.

## **Comprehensive Plan Policies:**

### **Managing Change (p. 58-59):**

Although the City needs to rethink how it grows and develops, it must also be cognizant of how change can cause concerns in existing neighborhoods. That is not to say that neighborhoods should never expect to experience changes. Strong Towns, a non-profit planning organization, describes the balance in these terms:

1. No neighborhood can be exempt from change.
2. No neighborhood should experience sudden, radical change.

The policies and actions in this plan are intended to strike this balance. In each area and throughout the city, residents also participated in the planning process they recognized the need for improvements and saw the challenges the City is facing. Each neighborhood has its own challenges and opportunities to be part of the solutions.

Degrees of change:

1. Maintain: Smaller, more incremental changes, mostly reinforcing the existing scale of an area.
2. Evolve: Opportunities for small-to medium-sized public and private investments or projects. Minor changes in scale. Opportunity sites should be targeted.
3. Transform: Opportunities for larger scale changes, such as a significant increase in scale and possible mix of uses. The changes are more likely to be widespread and not on focused sites.

Each of these degrees of change can be found in the Imagine IF plan. Whether it is City-wide code changes, identifying potential walkable centers and redevelopment sites, or thinking about adding benches along pedestrian routes, change is recommended in a variety of ways. The changes are not radical, abrupt changes to Idaho Falls' character. Rather, most are small, incremental changes designed to bring about the vision described by the community during the planning process.

### **Focus on Walkable Centers pg. 82**

Identify existing and potential walkable centers and focus on promoting a mix of uses where people can live and easily access daily needs.

### **East River Road (North 5<sup>th</sup> West Improvements) pg. 181**

Continue to encourage infill to the north of the current US 20 to help bring county roads into the City so that they can get lighting, curb gutter, landscape strips and sidewalks.

### **Diversify Housing Stock pg. 88**

Revise zoning to allow Missing Middle Housing (MMH) types 1/4 - 1/2 mile from existing or planned walkable centers and neighborhood crossroads.

### **Focus on Form pg. 89**

Incentivize development patterns that encourage neighborhood connectivity and interactions.

### **Diversify Housing Stock pg. 177**

Modify zoning in north area to allow more housing types, especially at major intersections and along major roads.

### **Area 4 Transportation and Connectivity pg. 179-180**

In the north, residents indicated a strong need for a Riverwalk extension and widening of the county road section.

Walkable centers and neighborhood crossroads is a concept supported by most participants.

### **Zoning Ordinance:**

### **11-3-3: PURPOSE OF RESIDENTIAL ZONES**

(E) TN Traditional Neighborhood Zone. This zone provides a residential zone which is characterized by a walkable, traditional residential neighborhood pattern with small lots and residences, a mix of housing types, and a grid street pattern with rear alleys. This Zone is situated in the historic neighborhoods within the central part of the City and in other locations where a traditional neighborhood character with a gridded street pattern is desired. The standards in this zone contain elements of a form-based code allowing a variety of uses that will be required to integrate with the established characteristics of the existing neighborhood.

(F) R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.

**Table 11-3-1: Standards for Residential Zones**

	RE	RP	R1	R2	TN	R3	R3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
<b>Lot Coverage, Building Height, and Density</b>								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)(Ord. 3310, 6-18-20)

### 11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

**Table 11-2-1: Allowed Uses in Residential Zones**

<p>P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C <sub>2</sub>	P	P		P	P
Day Care, Group*	C <sub>1</sub>		C <sub>1</sub>	P	P	C <sub>1</sub>	P	P
Day Care, Home	C <sub>1</sub>		C <sub>1</sub>	P	P	C <sub>1</sub>	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C <sub>1</sub>		C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C <sub>1</sub>			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C <sub>2</sub>
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>
Professional Service								P
Public Service Facility*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

<b>Proposed Land Use Classification</b>	<b>RE</b>	<b>RP</b>	<b>R1</b>	<b>R2</b>	<b>TN</b>	<b>RMH</b>	<b>R3</b>	<b>R3A</b>
Recreational Vehicle Park*						P		
Religious Institution*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Residential Care Facility							P	P
Retail					P*			C <sub>2</sub>
School	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)



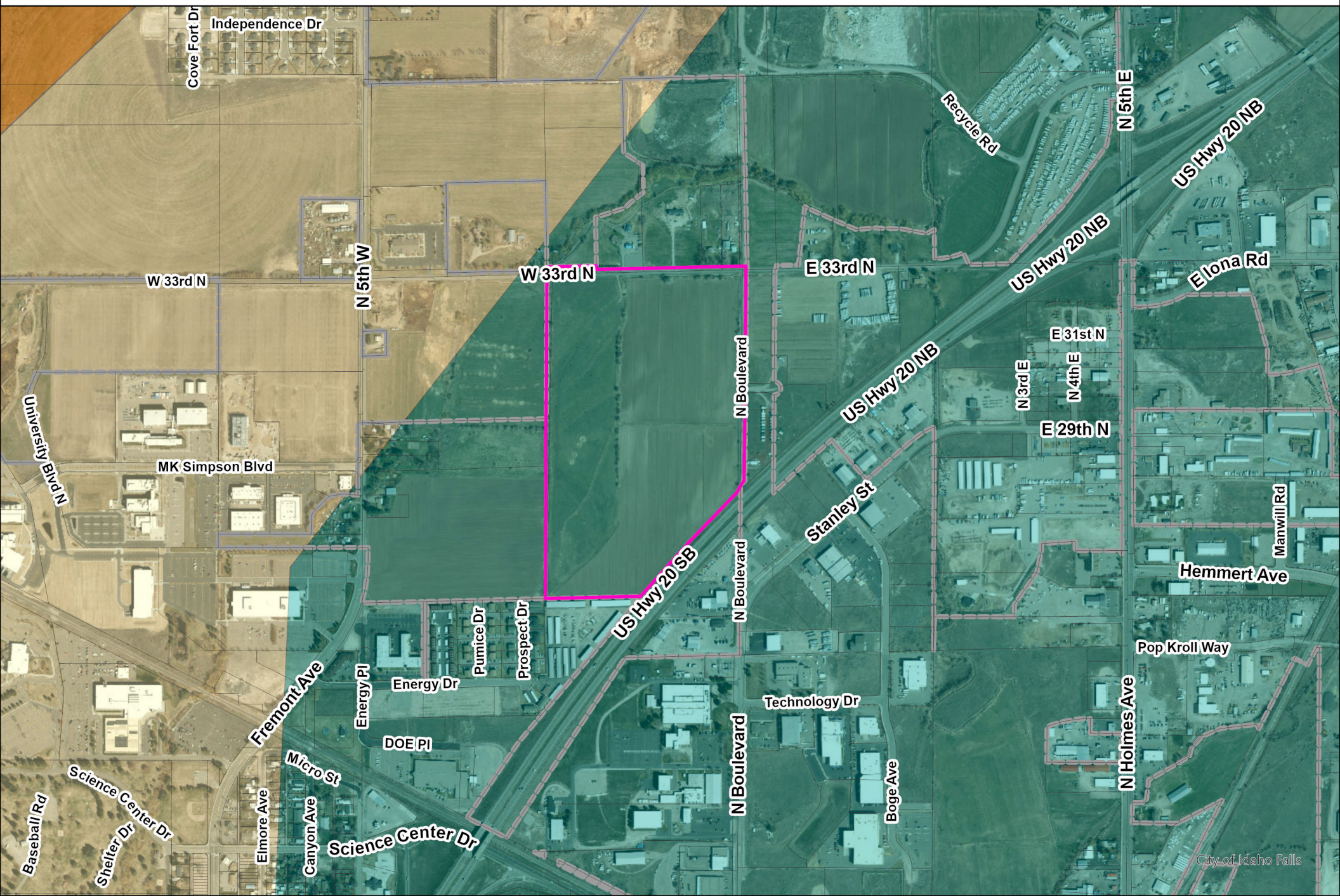
- Approach Surface

Controlled Development Approach Surface

Limited Development Approach Surface
- Controlled Development

Limited Development

No Development





September 6, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, Margaret Wimborne, Lindsey Romankiw, Glen Ogden, Brent Dixon George Morrison (via Webex), Kristi Brower (via Webex).

**MEMBERS ABSENT:** Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Brian Stevens, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** None.

**MINUTES:** Morrison moved to accept the minutes of August 2, 2022, Wimborne seconded the motion and the motion passed. Dixon abstained as he wasn't in attendance of the meeting in August.

**Public Hearing(s):**

**4. ANNEX 22-015: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of TN and R3 for 63 acres.**

Denney opened the public hearing.

**Applicant: Alex Drecksol, Layton Construction.** Drecksol thanked staff for responsiveness. Drecksol introduced himself as the Development Director at Layton Construction and they are working on behalf of Well Tower Inc., to identify and develop wellness housing across the intermountain west. Drecksol stated that the development will be a highly amenitized community, with an emphasis on walkability, landscaping, social interaction, and overall wellness of the residents and offers a differentiated housing product with variety and flexibility for Idaho Falls residents.

**Deborah Nelson, Esq., 601 W Bannock, Boise, Idaho.** Nelson is a land use attorney working for the applicant team. Nelson stated that Innovation Point is a proposed residential development on 62 acres located at Iona Road (33<sup>rd</sup> North) and N. Boulevard, just north of US 20. Nelson is requesting that the property be annexed and zoned into two zones TN and R3 to allow the development of single-family homes in the TN Zone and apartments in the R3 zone. The subject property is infill parcel that is contiguous to the current City limits on all 4 sides. Nelson stated that they have concurrently submitted a preliminary plat application. Nelson stated that the requested zone is consistent with the surrounding zoning, with R3 to the west and southwest, HC to the east and south, industrial south across Highway 20, research and development for the INL is west and R1 to the north. Nelson stated that the proposed zoning is consistent with the Comprehensive Plan. Nelson stated that the general urban transects from Imagine IF envisions a variety of housing types, smaller and more compact lot sizes and streets arranged in a grid like pattern to promote connectivity. Nelson stated that TN and R3 support this housing variety. Nelson stated that the proposed zoning and development meet a specific need called out in the Comprehensive Plan to provide missing middle housing. Nelson stated that of the 24,000 units in Idaho Falls in 2020, 93% were single unit townhomes and large apartments, and only 7% were



smaller homes. Nelson stated that young professionals or young families might not be ready for mortgage and maintenance responsibilities, and this development will serve the missing middle. Nelson stated that this property is ideally located near INL and could house recent transfers. Other employers in the area include ISU, CAES, NORCO, etc. Nelson stated that this development can serve these employers by providing needed housing close by for their workers. Innovation Point also supports the Comprehensive Plan's goal to create a walkable center in the innovation center with INL. This development accomplishes this with compact lots and grid like streets to provide connectivity. Nelson stated that wellness is called out in the new Comprehensive Plan and there needs to be healthier, more sustainable neighborhoods, and the plan designates this property as a location within tier 1 and area 4, making it one of the least healthy areas of the City. Nelson stated that one of the goals of the plan is to make healthier communities by improving green space availability, promoting walkability, and bike ability, diversify housing stock, and reducing dependence on personal vehicles. This development will create a community that encourages social interaction and healthy lifestyle with significant amenities, open space, and connecting sidewalks. Nelson stated that this project meets many other goals within the Comprehensive Plan including infill development. Nelson stated that this request is supported by the Comprehensive Plan as the proposal doesn't burden City services, as water and sewer is available to serve the property and the site is surrounded by City limits making it an efficient utilization of City services and infrastructure without adding to sprawl. Nelson stated that Well Tower did conduct a traffic study to identify potential traffic impacts of the development, and with the full build out of this development and other developments planned in the area, all of the roads and intersections in the area, will continue to operate at an acceptable level, with the recommended mitigation, and the only recommended mitigation to serve this development and other developments in the area was to improve the intersection of 5<sup>th</sup> and Iona (33<sup>rd</sup>), with turn lanes and stop controls. The applicant will work with the City and BMPO to contribute to the intersection improvements.

Dixon stated that they like to see the higher density closer to the main roads so that there isn't traffic driving through a lower density neighborhood, but this proposal is for R3 at the back of the lot. Dixon stated that if there was an outlet to Fremont Ave, which is more of an arterial then it would make sense. Nelson replied that the R3 in the southern portion of the site is to have the proximity to the highway, with the industrial property directly across, it is appropriate to plan higher density closer to the more intensive uses and then bring the transitional housing with the smaller lots to the north of that, and then transition to R1 in the northwest corner, so it can provide a nice progression. Nelson stated that there will be significant public roads connecting throughout the entire property. Nelson stated that this has public roads, 2 access points off N. 33<sup>rd</sup>, coming down into the development and will extend North Boulevard and widen it along the entire east side of the property with grid like streets coming through. Nelson stated that they will be extending MK Simpson through their site, and the extension of that road will provide future residential collector with a wider street when things develop to the west. Nelson stated that there will be significant connectivity and that will provide the direct east west connection to the INL. Nelson added that until the western property develops, the internal public streets will be fully developed with the first phase of the development to ensure connectivity.

Long presented the staff report, a part of the record.

Denney asked if the airport overlay zone effects the height of the building in R3. Long stated that there is no restriction for height.

### **Support/Opposition:**

**Gaylon Williams, 3754 E 97 N, Idaho Falls, Idaho.** Williams has farmed the subject property and surrounding farms for 30 years. Williams made a phone call to an engineer in Boise and explained to him some water problems and was assured that the issues would be addressed. Williams explained that at the corner of N. Boulevard and W 33<sup>rd</sup> N, there is a major irrigation ditch that flows across the top and down N. Boulevard and the ditch drains farther west and co-mingles with one of the City wells goes, under East River Road and into Willow Creek and back to the Snake River. Williams stated that the land that is still farmed to the north and the east (40-50 acres) still has their water rights and the right to drain the water. Williams stated that the ditch ½ mile up borders the Bonneville County Landfill on the east side and then goes into the Idaho Canal. Williams stated that in the past the wind would blow debris and when the water goes under the head gates and bridges, it has a tendency to plug. Williams stated that the engineer assured Williams that they could pipe the water all the way down Boulevard. Williams stated that he is not opposed to the development and sounds like they are building Shangri-La and he is ready to move in. Williams stated that he is concerned that when they build the homes and have beautiful walkways, and the piped canal plugs and floods the development. Williams is questioning who to call if there is a plugged pipe. Williams stated that presently if he has a ditch under a county road that plugs, he calls the County and they send someone to fix it. Williams asked if the property is annexed, who would he call to fix the plug in the ½ mile pipe along N. Boulevard. Williams knows it will happen as a lot of water comes through the Idaho Canal, and until the other farms are bought out and developed, next spring he will turn water in to irrigate the adjacent land. Williams stated that if he understands the Code, there is not irrigation water allowed on annexed property. Williams asked who he should call when the pipe plugs and asked if he would be liable for the damage that the water would cause when the water backs up. Williams wants some assurance up front that when they develop the land, that he can run the water to the river.

Denney stated that as far as she understands the irrigation canal was there first, so she doesn't think they can make changes, or if they do, then it would be to the City for liability. Denney stated that she cannot give any assurances.

Williams stated that the land's elevation flows down to the bottom, and if the water backs up it will follow the natural flow.

Denney reiterated that she cannot give any assurances.

Williams asked who he should talk to, to get an answer. Wimborne stated that the comments are part of the record. Williams wants it addressed for his protection.

**Applicant: Deborah Nelson, Esq., 601 W. Bannock, Boise, Idaho.** Nelson appreciates that Mr. Williams has been farming in the area and does not want to disrupt his operations. Nelson stated that there is a right and rider law to relocate irrigation and drainage facilities that cross your private property, so long as you do so in a way that doesn't damage their use. Nelson stated that they will do that. Nelson stated that their engineer Brandon McDougal does have a plan to address the existing drainage water across the property and the plan currently is to take it across W. on 33<sup>rd</sup> and down South on the west side so that it ends up really flowing to the same location and the piping will be engineered to accommodate the flow in a safe way. Nelson stated that

there will be less run off as this area won't be farmed and their site is required to keep their own storm water on site. Nelson stated that the pipe will be sized appropriate for the tail water.

Ogden asked if the irrigation water in question is flood ditches, not irrigation canals that are continually running, so you have to open the gate to run the water into the property. Nelson agreed that it is tail water.

Denney closed the public hearing.

Dixon stated that the issue of irrigation is handled all over the City and the unique thing here is the source of blown debris. Dixon stated that they handle canals and creeks all over the City, and he is confident that proper engineering can take care of the issue in general, and any canal or pipe occasionally does have need for maintenance. Dixon appreciates the information on how they want to tie into MK Simpson Blvd to alleviate the concern of R3 being away from 33<sup>rd</sup> N. Dixon stated that this is an integrated development. Dixon has suggested denial of R3 in the core of the neighborhood in the past, that was when the rest of the neighborhood was already developed and the roads weren't developed to carry the R3, and this case, the developer is responsible for everything including the roads to service the R3. Dixon feels this is a good location for this development as the INL Site continues to grow and there is a need for housing in the area. Dixon feels it is compatible with the other development in the area including R3 to the southwest and R1 across to the north.

Wimborne stated that she is excited about this project as she is a big fan of the TN Zone. Wimborne feels it is exciting to see it morph to other parts of the City and this education/research center it is the perfect fit.

Morrison thanked the applicant for the professional and comprehensive presentation. Morrison thinks that this project will fit in this area well.

**Dixon moved to recommend to the Mayor and City Council approval of the Annexation of 63 Acres of the E1/2 of the NW ¼ of Section 7, T 2N, R 38 E, with initial zoning of TN and R3 with controlled Development Approach Surface Airport Overlay Zone, Romankiw seconded the motion. Denney called for roll call vote: Wimborne, yes; Romankiw, yes; Ogden, yes; Dixon, yes; Brower, yes; Morrison, yes. The motion passed unanimously.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 63.960 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)

STATE OF IDAHO                    )  
                                              : ss.  
County of Bonneville            )

I, JASMINE MARROQUIN, DEPUTY 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 ANNEXATION OF APPROXIMATELY 63.960 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Jasmine Marroquin, Deputy City Clerk

(SEAL)

EXHIBIT "A"  
LEGAL DESCRIPTION (Page 1 of 1)

BEGINNING AT A POINT THAT IS N.88°41'58"E. ALONG THE SECTION LINE 1259.65 FEET (RECORD= 1259.62 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; RUNNING THENCE INTO SECTION 6 OF SAID TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING SIX (6) COURSES: (1) THENCE N.00°53'20"W. 50.00 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618; (2) THENCE N.88°41'58"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618 A DISTANCE OF 338.83 FEET; (3) THENCE S.00°53'13"E. 25.00 FEET; (4) THENCE N.88°41'58"E. 998.20 FEET, SAID POINT BEARS N.01°18'02"W. 25.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 7; (5) THENCE N.88°41'43"E. 25.78 FEET; (6) THENCE S.00°27'35"W. 25.01 FEET TO THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 7; THENCE S.00°27'35"W. ALONG THE WEST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054 A DISTANCE OF 1442.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY NUMBER 20; THENCE N.44°13'06"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 2.45 FEET; THENCE S.28°34'22"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 49.40 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 7; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.28°34'22"W. 43.31 FEET TO A POINT OF NON-TANGENT CURVE WITH A RADIUS OF 11549.16 FEET AND A CHORD BEARING S.42°55'50"W. 972.36 FEET; (2) THENCE TO THE LEFT ALONG SAID NON-TANGENT CURVE 972.65 FEET THROUGH A CENTRAL ANGLE OF 04°49'31" TO THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594; THENCE S.88°37'59"W. ALONG THE NORTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594 A DISTANCE OF 652.56 FEET TO THE EAST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7, THENCE N.00°16'08"E. ALONG SAID EAST LINE 1230.82 FEET TO THE SOUTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427, SAID POINT ALSO BEING ON THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 7; THENCE N.00°16'08"E. ALONG THE EAST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427 A DISTANCE OF 988.11 FEET TO THE NORTH LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 63.960 ACRES

Submitted By:

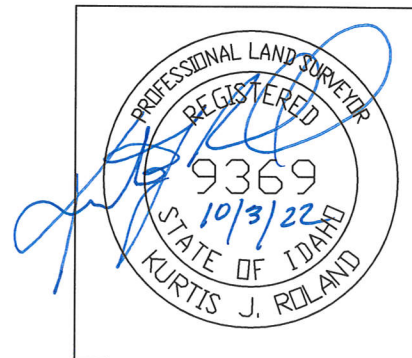
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

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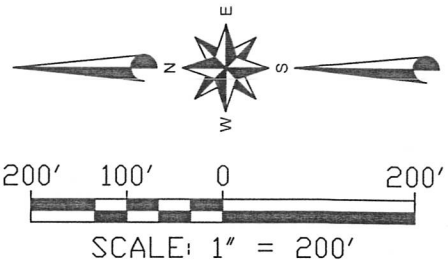
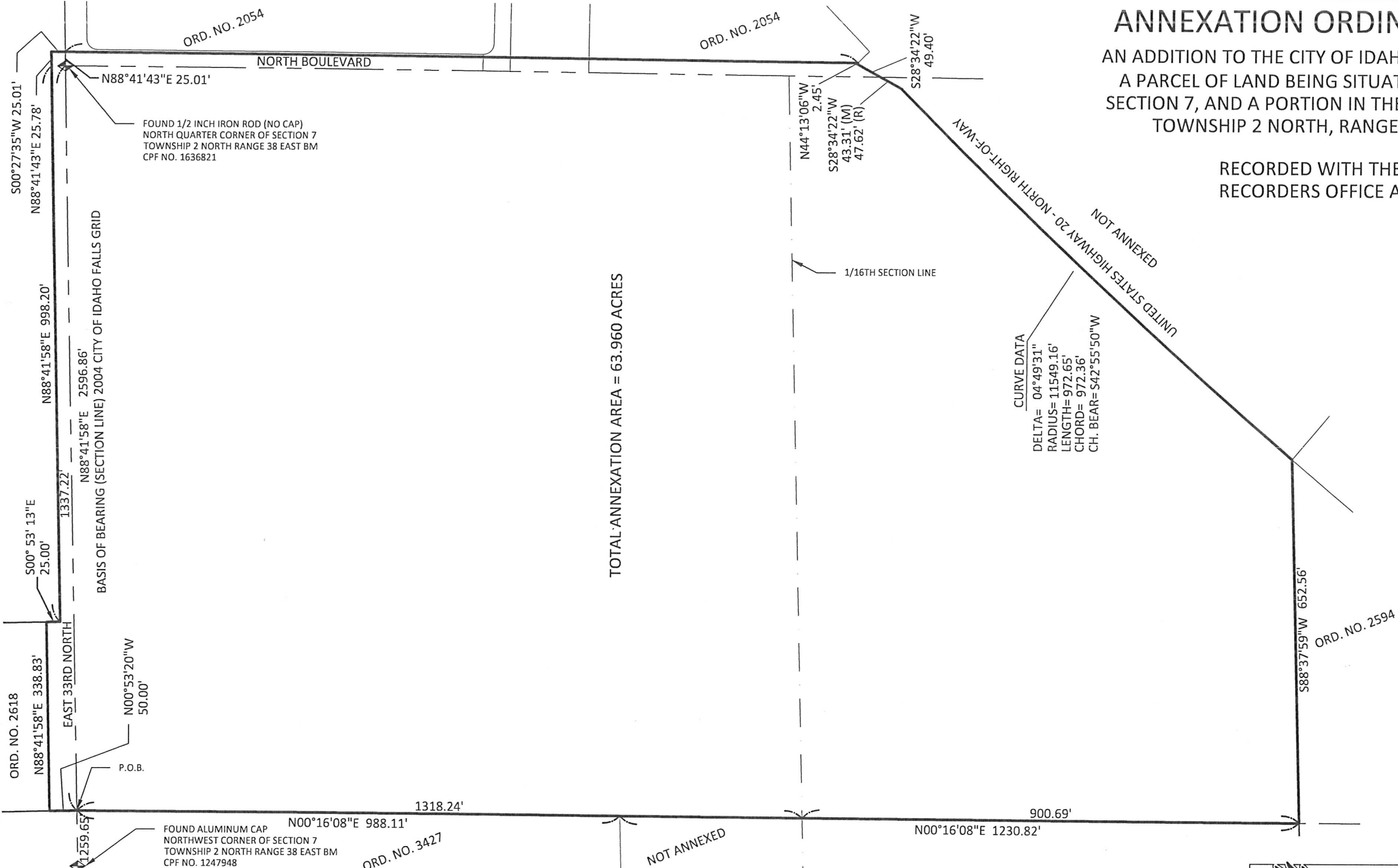




ANNEXATION ORDINANCE #

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
A PARCEL OF LAND BEING SITUATED IN THE NORTHWEST QUARTER OF  
SECTION 7, AND A PORTION IN THE SOUTHWEST QUARTER OF SECTION 6,  
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

RECORDED WITH THE BONNEVILLE COUNTY  
RECORDERS OFFICE AS INSTRUMENT NO.



BEGINNING AT A POINT THAT IS N.88°41'58"E. ALONG THE SECTION LINE 1259.62 FEET (RECORD= 1259.62 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; RUNNING THENCE INTO SECTION 6 OF SAID TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING SIX (6) COURSES: (1) THENCE N.00°53'20"W. 50.00 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618; (2) THENCE N.88°41'58"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618 A DISTANCE OF 338.83 FEET; (3) THENCE S.00°53'13"E. 25.00 FEET; (4) THENCE N.88°41'58"E. 998.20 FEET, SAID POINT BEARS N.01°18'02"W. 25.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 7; (5) THENCE N.88°41'43"E. 25.78 FEET; (6) THENCE S.00°27'35"W. 25.01 FEET TO THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 7; THENCE S.00°27'35"W. ALONG THE WEST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054 A DISTANCE OF 1442.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY NUMBER 20; THENCE N.44°13'06"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 2.45 FEET; THENCE S.28°34'22"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 49.40 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 7; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.28°34'22"W. 43.31 FEET TO A POINT OF NON-TANGENT CURVE WITH A RADIUS OF 11549.16 FEET AND A CHORD BEARING S.42°55'50"W. 972.36 FEET; (2) THENCE TO THE LEFT ALONG SAID NON-TANGENT CURVE 972.65 FEET THROUGH A CENTRAL ANGLE OF 04°49'31" TO THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594; THENCE S.88°37'59"W. ALONG THE NORTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594 A DISTANCE OF 652.56 FEET TO THE EAST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7, THENCE N.00°16'08"E. ALONG SAID EAST LINE 1230.82 FEET TO THE SOUTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427, SAID POINT ALSO BEING ON THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 7; THENCE N.00°16'08"E. ALONG THE EAST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427 A DISTANCE OF 988.11 FEET TO THE NORTH LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING. CONTAINING 63.960 ACRES



**EAGLE ROCK  
ENGINEERING**

CIVIL • PLANNING • SURVEYING  
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

**OFFICES AT:**  
  
1331 Fremont Ave.  
Idaho Falls, Idaho 83402  
  
310 N 2nd East, Suite 153  
Rexburg, Idaho 83440

DRAWN BY:	AG
APPROVED BY:	KURT ROLAND
PROJECT NO.	22048
SCALE:	1"=200'
DATE:	September 2022
CAD NAME:	22048 LAYTON ANNEX MAP.dwg

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ANNEXATION OF APPROXIMATELY 63.960 ACRES NORTH OF US HWY 20, EAST OF N 5<sup>TH</sup> W, SOUTH OF W 33<sup>RD</sup> N, WEST OF N BOULEVARD**

**WHEREAS**, the applicant filed an application for annexation on July 27, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 6, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 27, 2022; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 63.960 acres generally located north of US Hwy 20, east of N 5th W, south of W 33rd N, west of N Boulevard.
3. This property is in the Area of Impact and contiguous to City limits along all property lines.
4. This application is a Category "A" annexation.
5. City utilities are present in the area to provide services to this property.
6. The Comprehensive Plan designates this area as General Urban.
7. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

---

Rebecca L. Noah Casper - Mayor



# Memorandum

File #: 21-682

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Wednesday, October 12, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East.

## Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Assign a Comprehensive Plan Designation of "General Urban" and approve the Ordinance establishing the initial zoning for TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zone, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 63.960 acres of a Portion of the East ½ of the Northwest ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously recommended approval of TN and R3 with the Controlled Development Airport Overlay Zone. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The initial zoning legal description has been reviewed by the Survey Division.

**Fiscal Impact**

NA

**Legal Review**

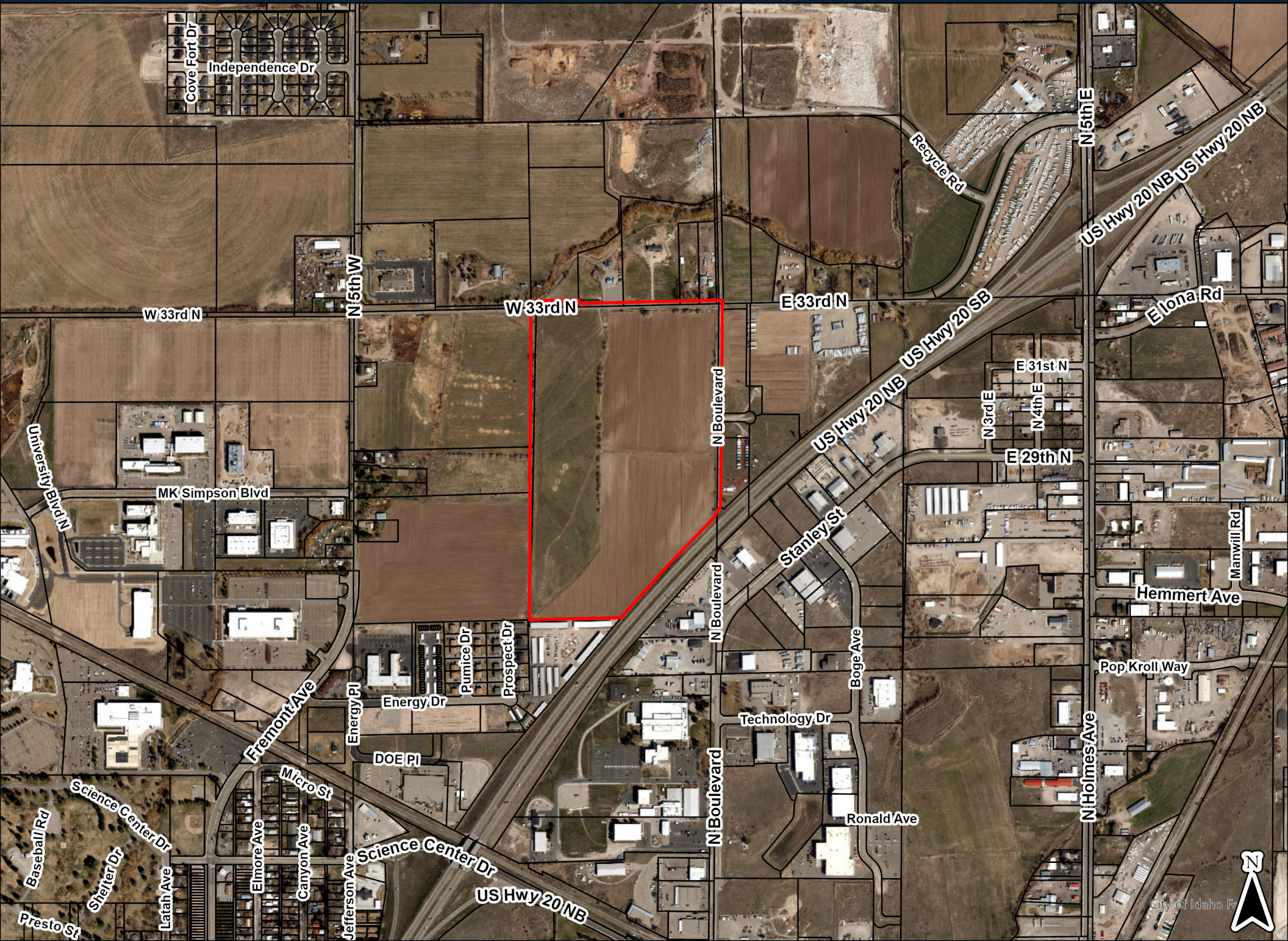
This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.



RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P

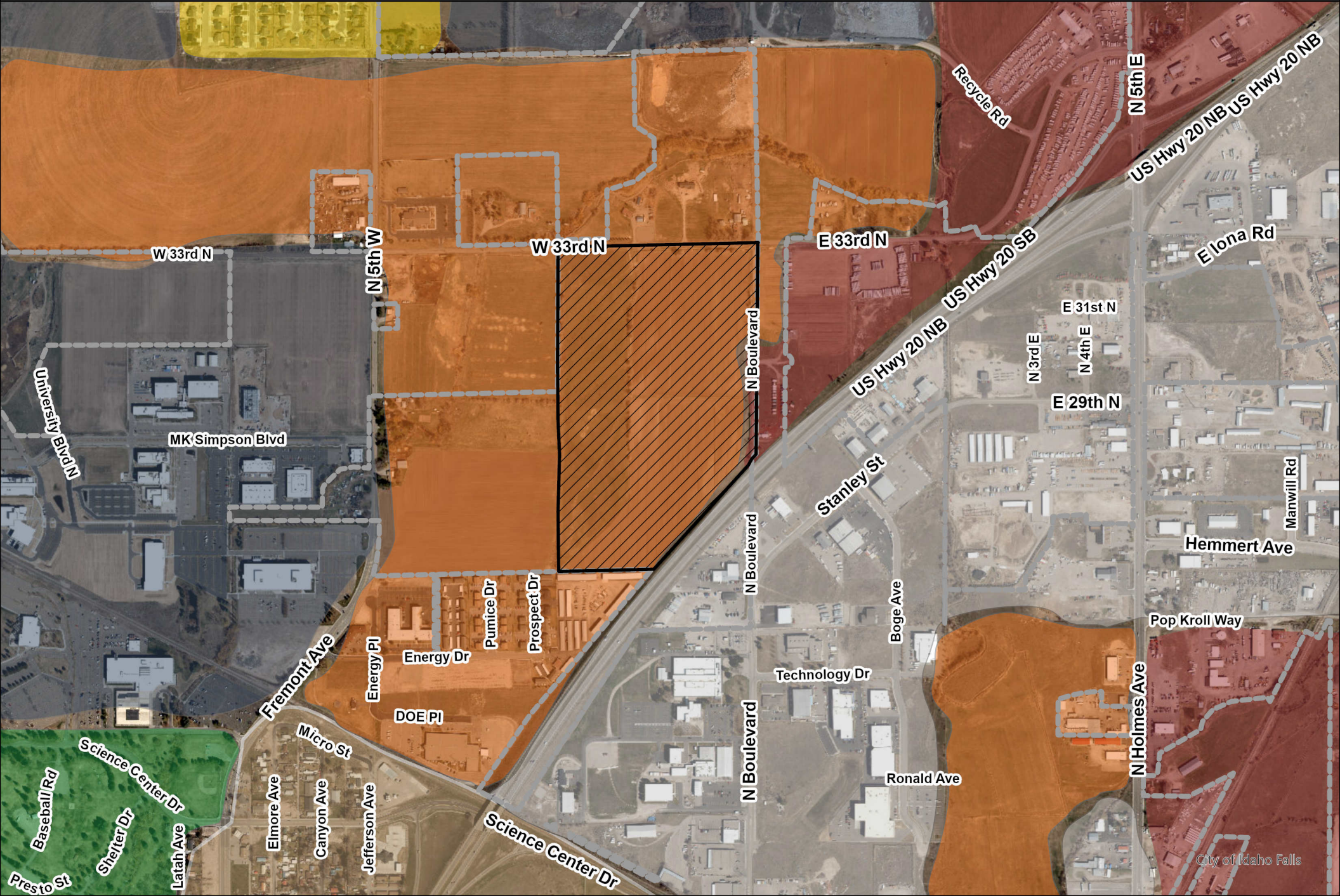








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 63.960 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS TN, TRADITIONAL NEIGHBORHOOD AND R3, MULTIPLE DWELLING RESIDENTIAL WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is TN, Traditional Neighborhood and R3, Multiple Dwelling Residential with the Controlled Development Airport Overlay Zones for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “General Urban”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “General Urban”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on September 6, 2022, and recommended approval of zoning the subject property to TN and R3 Zones with the Controlled Development Airport Overlay Zones; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 27, 2022.

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

**SECTION 1:** Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of General Urban.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as TN and R3 Zones with the Controlled Development Airport Overlay Zones.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “TN Zone” and “R3 Zone” and “Controlled Development” the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**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 City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)

STATE OF IDAHO                    )  
                                              ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, DEPUTY 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 INITIAL ZONING OF APPROXIMATELY 63.960 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS TN AND R3 ZONES WITH THE CONTROLLED DEVELOPMENT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

EXHIBIT "A"  
LEGAL DESCRIPTION (Page 1 of 1)

BEGINNING AT A POINT THAT IS N.88°41'58"E. ALONG THE SECTION LINE 1259.65 FEET (RECORD= 1259.62 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; RUNNING THENCE INTO SECTION 6 OF SAID TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING SIX (6) COURSES: (1) THENCE N.00°53'20"W. 50.00 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618; (2) THENCE N.88°41'58"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618 A DISTANCE OF 338.83 FEET; (3) THENCE S.00°53'13"E. 25.00 FEET; (4) THENCE N.88°41'58"E. 998.20 FEET, SAID POINT BEARS N.01°18'02"W. 25.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 7; (5) THENCE N.88°41'43"E. 25.78 FEET; (6) THENCE S.00°27'35"W. 25.01 FEET TO THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 7; THENCE S.00°27'35"W. ALONG THE WEST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054 A DISTANCE OF 1442.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY NUMBER 20; THENCE N.44°13'06"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 2.45 FEET; THENCE S.28°34'22"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 49.40 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 7; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.28°34'22"W. 43.31 FEET TO A POINT OF NON-TANGENT CURVE WITH A RADIUS OF 11549.16 FEET AND A CHORD BEARING S.42°55'50"W. 972.36 FEET; (2) THENCE TO THE LEFT ALONG SAID NON-TANGENT CURVE 972.65 FEET THROUGH A CENTRAL ANGLE OF 04°49'31" TO THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594; THENCE S.88°37'59"W. ALONG THE NORTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594 A DISTANCE OF 652.56 FEET TO THE EAST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7, THENCE N.00°16'08"E. ALONG SAID EAST LINE 1230.82 FEET TO THE SOUTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427, SAID POINT ALSO BEING ON THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 7; THENCE N.00°16'08"E. ALONG THE EAST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427 A DISTANCE OF 988.11 FEET TO THE NORTH LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 63.960 ACRES

Submitted By:

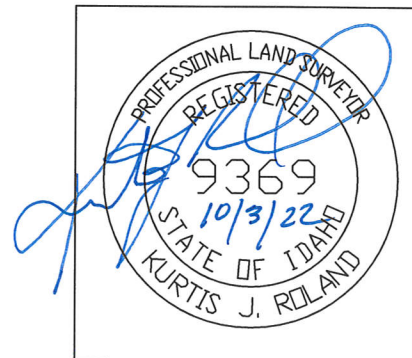
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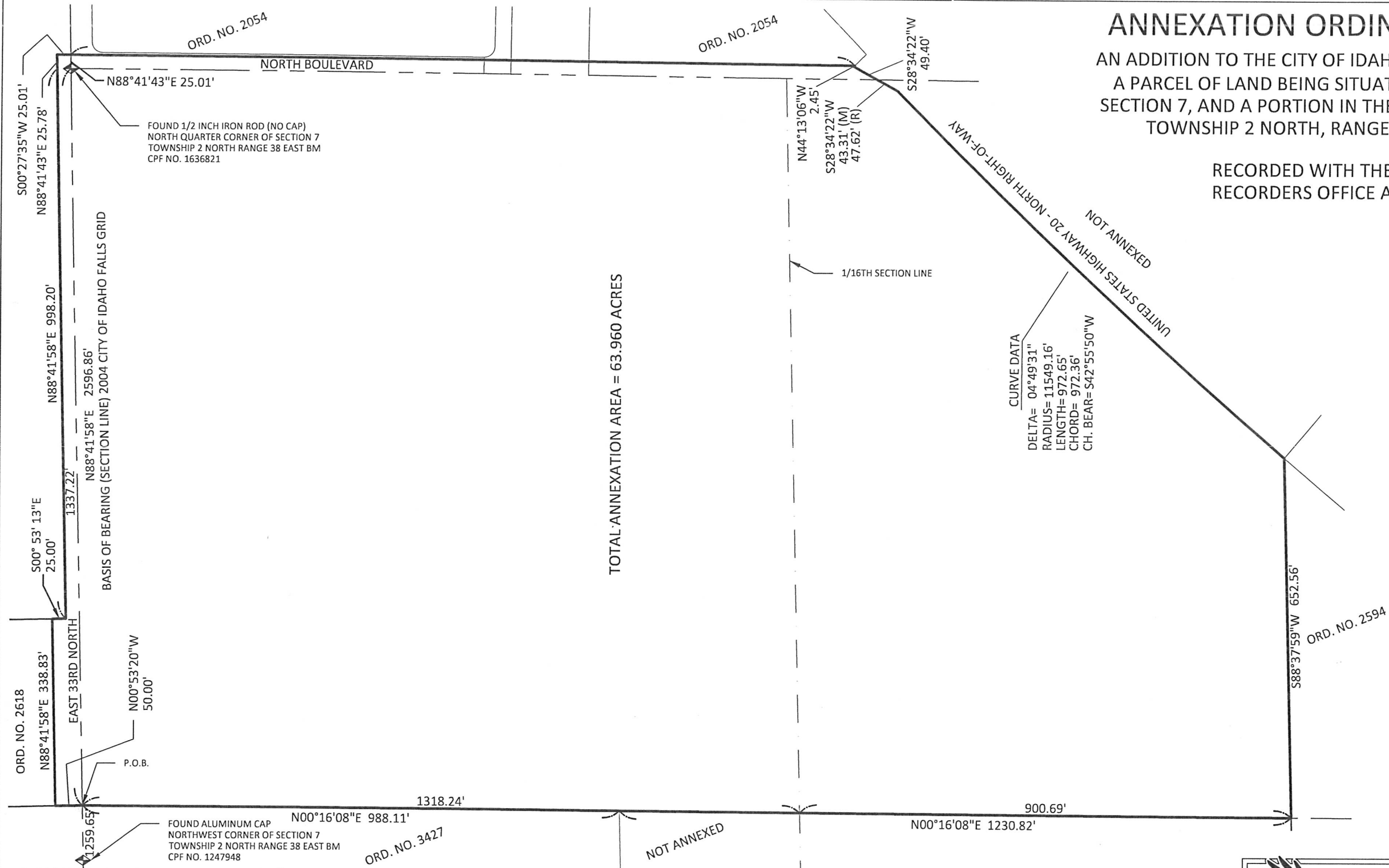
Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

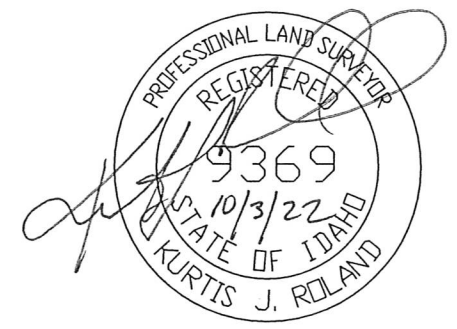
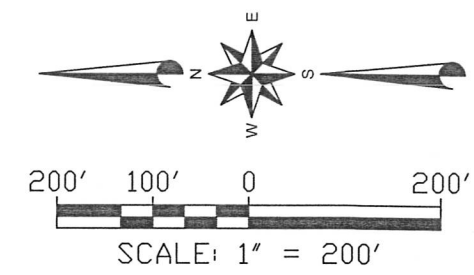
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**ANNEXATION ORDINANCE #** \_\_\_\_\_  
AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
A PARCEL OF LAND BEING SITUATED IN THE NORTHWEST QUARTER OF  
SECTION 7, AND A PORTION IN THE SOUTHWEST QUARTER OF SECTION 6,  
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

RECORDED WITH THE BONNEVILLE COUNTY  
RECORDERS OFFICE AS INSTRUMENT NO. \_\_\_\_\_



BEGINNING AT A POINT THAT IS N.88°41'58"E. ALONG THE SECTION LINE 1259.62 FEET (RECORD= 1259.62 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; RUNNING THENCE INTO SECTION 6 OF SAID TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN THE FOLLOWING SIX (6) COURSES: (1) THENCE N.00°53'20"W. 50.00 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618; (2) THENCE N.88°41'58"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2618 A DISTANCE OF 338.83 FEET; (3) THENCE S.00°53'13"E. 25.00 FEET; (4) THENCE N.88°41'58"E. 998.20 FEET, SAID POINT BEARS N.01°18'02"W. 25.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 7; (5) THENCE N.88°41'43"E. 25.78 FEET; (6) THENCE S.00°27'35"W. 25.01 FEET TO THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 7; THENCE S.00°27'35"W. ALONG THE WEST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2054 A DISTANCE OF 1442.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY NUMBER 20; THENCE N.44°13'06"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 2.45 FEET; THENCE S.28°34'22"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 49.40 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 7; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.28°34'22"W. 43.31 FEET TO A POINT OF NON-TANGENT CURVE WITH A RADIUS OF 11549.16 FEET AND A CHORD BEARING S.42°55'50"W. 972.36 FEET; (2) THENCE TO THE LEFT ALONG SAID NON-TANGENT CURVE 972.65 FEET THROUGH A CENTRAL ANGLE OF 04°49'31" TO THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594; THENCE S.88°37'59"W. ALONG THE NORTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2594 A DISTANCE OF 652.56 FEET TO THE EAST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7, THENCE N.00°16'08"E. ALONG SAID EAST LINE 1230.82 FEET TO THE SOUTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427, SAID POINT ALSO BEING ON THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 7; THENCE N.00°16'08"E. ALONG THE EAST LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3427 A DISTANCE OF 988.11 FEET TO THE NORTH LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING. CONTAINING 63.960 ACRES



**EAGLE ROCK  
ENGINEERING**  
CIVIL • PLANNING • SURVEYING  
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

<b>OFFICES AT:</b>  1331 Fremont Ave. Idaho Falls, Idaho 83402  310 N 2nd East, Suite 153 Rexburg, Idaho 83440	DRAWN BY:	AG
	APPROVED BY:	KURT ROLAND
	PROJECT NO.	22048
	SCALE:	1"=200'
	DATE:	September 2022
CAD NAME: 22048 LAYTON ANNEX MAP.dwg		

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF TN, TRADITIONAL NEIGHBORHOOD AND R3, MULTIPLE DWELLING RESIDENTIAL, WITH CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE, APPROXIMATELY 63.960 ACRES, GENERALLY LOCATED NORTH OF US HWY 20, EAST OF N 5<sup>TH</sup> W, SOUTH OF W 33<sup>RD</sup> N, WEST OF N BOULEVARD.**

**WHEREAS**, the applicant filed an application for annexation on July 27, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 6, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 27, 2022; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 63.960 acres generally located north of north of US Hwy 20, east of N 5th W, south of W 33rd N, west of N Boulevard.
3. The Comprehensive Plan designates this area as General Urban.
4. The proposed zoning of TN and R3 is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to TN and R3 and Controlled Development Airport Overlay Zone.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

**PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

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Rebecca L. Noah Casper - Mayor

# Memorandum

File #: 21-683

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Friday, October 14, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.355 acres of Part of the SW ¼ of Section 24, Township 2 North, Range 37 East.

## Council Action Desired

- ☒ Ordinance
 ☐ Resolution
 ☒ Public Hearing
 ☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Ordinance annexing 11.355 acres of Part of the SW ¼ of Section 24, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 11.355 acres of Part of the SW ¼ of Section 24, T 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Airport Controlled Development Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.355 acres of Part of the SW ¼ of Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of CC to the Mayor and City Council as presented. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of annexation must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The annexation legal description has been reviewed by the Survey Division.

**Fiscal Impact**

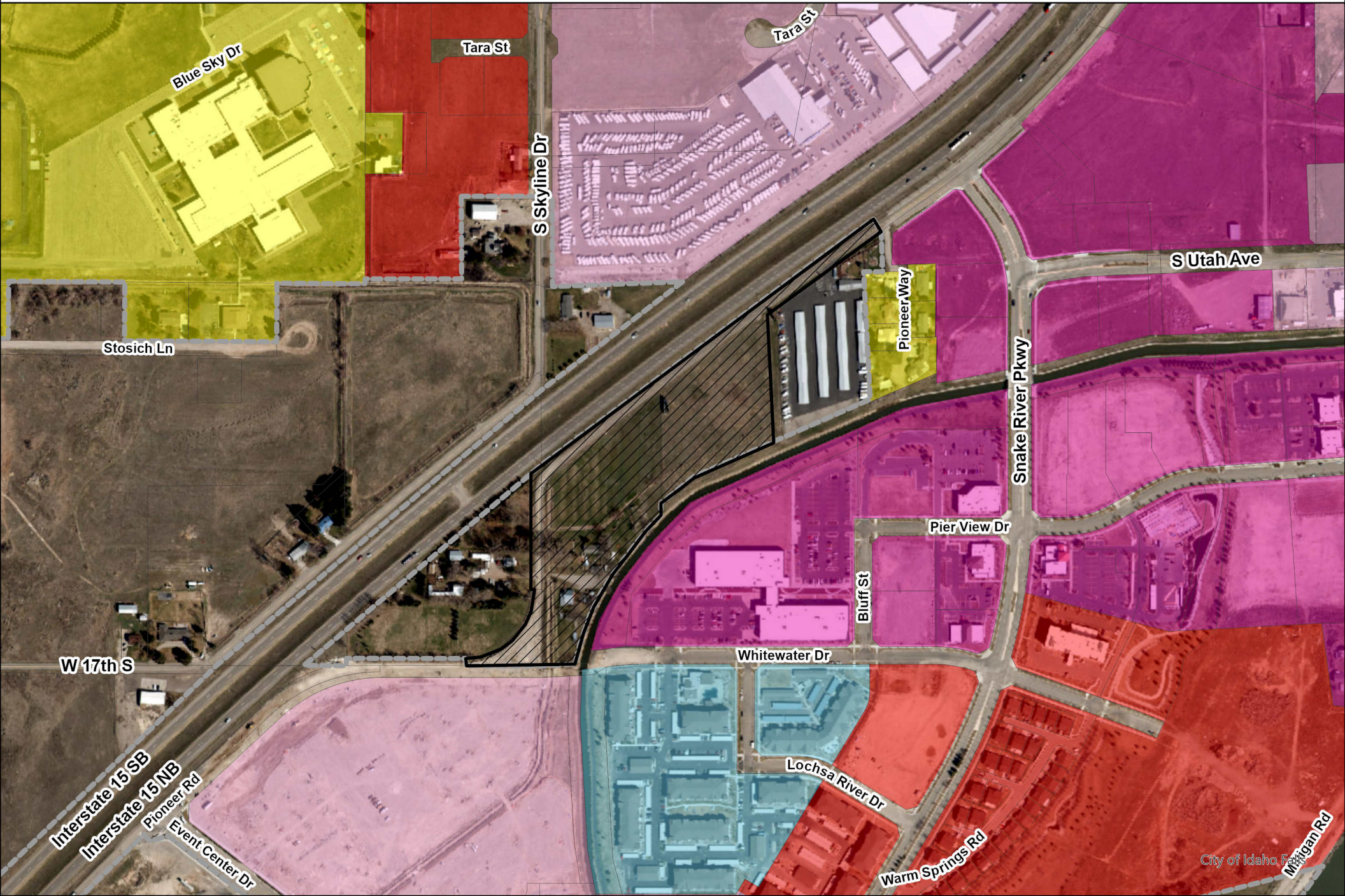
NA

**Legal Review**

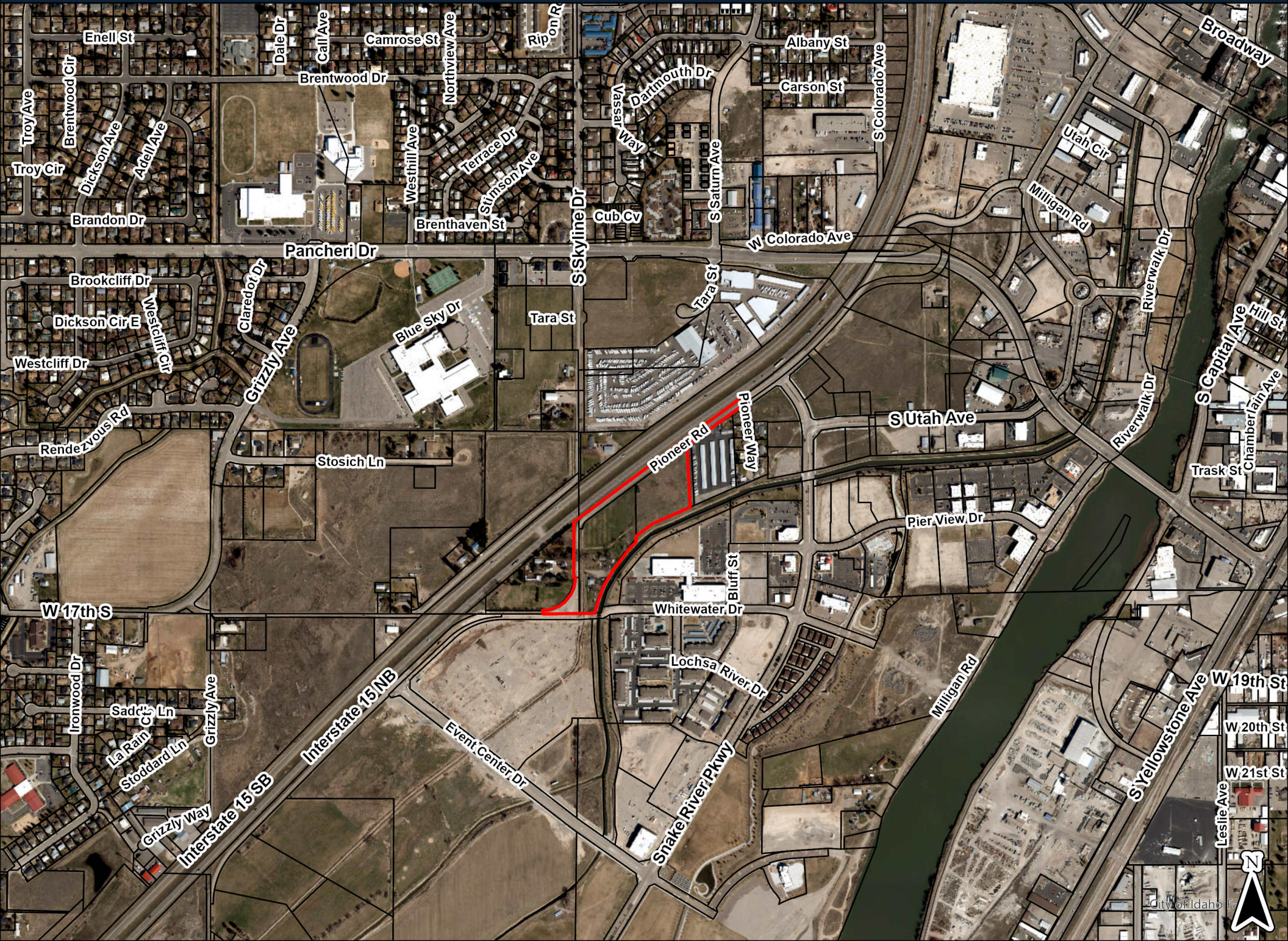
This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.



RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P

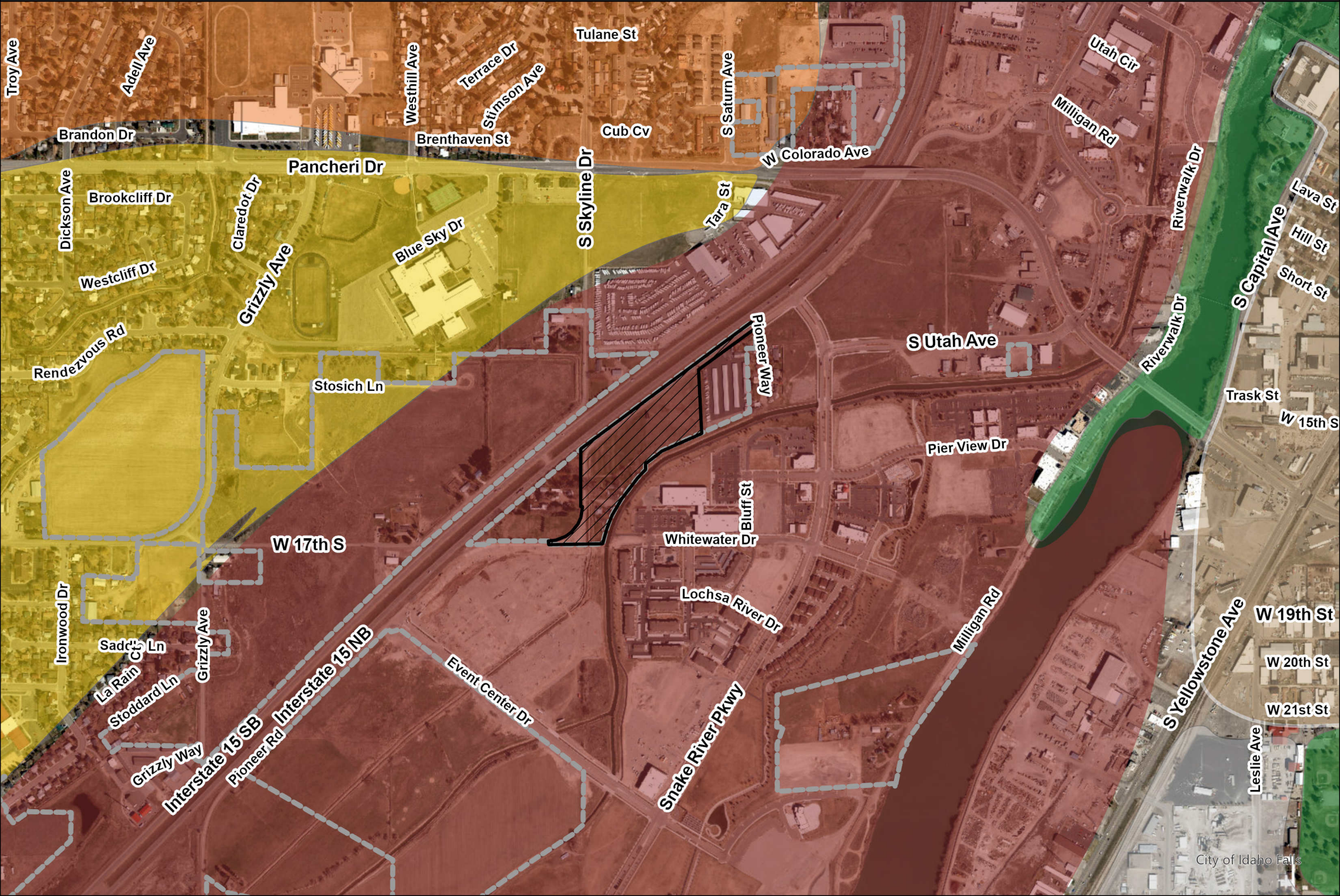








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





**STAFF REPORT**  
**Annexation and Initial Zone: CC with Airport Controlled**  
**Development Overlay**  
**Part of the SW 1/4 of Section 24, T 2N, R 37E**  
**October 27, 2022**



Community  
Development  
Services

**Applicant:**  
Reeve and Associates

**Project Manager:**  
Brian J Stevens

**Location:** Generally,  
north of Whitewater Dr.  
extended or Porter Canal,  
east of Pioneer Rd, south  
of Pioneer Rd, west of  
Snake River Parkway.

**Size:** Approx. 11.355  
acres

**Zoning:**  
Existing: County A-1,  
IM-1  
North: LC  
South: HC/County C-1 &  
A-1  
East: CC/County IM-1  
West: County A-1

**Proposed Zoning:**  
CC

**Existing Land Uses:**  
Site: Residential and  
Vacant/Agricultural  
North: Freeway  
South: Large  
Manufacturing  
East: Storage  
West: Residential

**Future Land Use Map:**  
Mixed Use Centers and  
Corridors

**Attachments:**  
1. Comprehensive  
Plan Policies  
2. Zoning Information  
3. Maps and Aerial  
Photos

**Requested Action:** To **recommend** approval of annexation and initial zoning of CC, Central Commercial, with Airport Controlled Development Overlay Zone to the Mayor and City Council.

**Staff Recommendation:** Staff recommends approval of the annexation and initial zoning of CC as presented.

**History:** From aerials dated 1964 this property has been used in the county as residential and agriculture land.

**Staff Comments:** This area is a mix of larger county residential lots, agriculture, storage facilities, apartments, master planned community with heavy commercial and the new event center. Both Interstate 15 and Pioneer Road run along the north of the parcels. Pioneer Road is a Major collector. This annexation will help to facilitate a completion of Pioneer Rd and White Water as the property develops.

The ImagineIF Comprehensive Plan identifies this area as Mixed-Use Centers and Corridors. This area is transitioning with a mix of live, work, and play opportunities. Mixed commercial uses and higher intensity residential uses are compatible with in close proximity to the CC zone and will promote walkability and other supportive services for the area.

**Annexation:** This is a category “A” Annexation as it is requested by the property owner. The property is within the Area of Impact and contiguous to the city limit it is within an island of county land in the City. Annexation of the property is consistent with the City’s Comprehensive Plan. City utilities are present in the immediate area to provide services to this property.

**Initial Zoning:** The proposed zone is CC, Central Commercial. The CC zone is one of the easiest and most relaxed zones for development and based on the Use table helps facilitate preferred development near the event center.

## **Comprehensive Plan Policies:**

### **Challenges to Growth (p.56-58):**

The cost of maintaining infrastructure, limited natural resources and overall capacity to provide all City services and utilities are immediate issues facing the Idaho Falls area. These all have related land use implications and various growth patterns have consequences. A city's growth policies can lead to sprawling boundaries with more maintenance and service needs than funds available to meet them, overcrowded areas with too little open space, or some balance between the two.

The consumption of land does not in itself speak at all to the resource commitment in streets, utilities, parks and open space, water, sewer, power and emergency services needed to maintain and service it. The Imagine IF policies recommended in this plan attempt to reverse this trend, especially in light of higher-than average population growth rates for the area. Even prior to the Imagine IF initiative, the City made strides to focus on "infill development" (i.e., utilizing undeveloped lands within the City rather than expanding the city's Boundaries). These efforts are working. From 2010 to 2020, the population grew by 14% while the City's boundaries grew by only 15%, compared to 30% in the previous decade.

Idaho Falls must understand the long-term consequences of its land use decisions. It cannot continue to have policies which are overly favorable to large-lot subdivisions requiring new roads and increased city boundaries instead of more compact development that better utilizes existing infrastructure. Being intentional about growth decisions and cognizant of the financial impacts is a protection against high tax growth and the City's capacity to efficiently and effectively serve its citizens.

### **Managing Change (p. 58-59):**

Although the City needs to rethink how it grows and develops, it must also be cognizant of how change can cause concerns in existing neighborhoods. That is not to say that neighborhoods should never expect to experience changes. Strong Towns, a non-profit planning organization, describes the balance in these terms:

1. No neighborhood can be exempt from change.
2. No neighborhood should experience sudden, radical change.

The policies and actions in this plan are intended to strike this balance. In each area and throughout the city, residents also participated in the planning process they recognized the need for improvements and saw the challenges the city is facing. Each neighborhood has its own challenges and opportunities to be part of the solutions.

Degrees of change:

1. Maintain: Smaller, more incremental changes, mostly reinforcing the existing scale of an area.
2. Evolve: Opportunities for small-to medium-sized public and private investments or projects. Minor changes in scale. Opportunity sites should be targeted.
3. Transform: Opportunities for larger scale changes, such as a significant increase in scale and possible mix of uses. The changes are more likely to be widespread and not on focused sites.

Each of these degrees of change can be found in the Imagine IF plan. Whether it is City-wide code changes, identifying potential walkable centers and redevelopment sites, or thinking about adding benches along pedestrian routes, change is recommended in a variety of ways. The changes are not radical, abrupt changes to Idaho Falls' character. Rather, most are small, incremental changes designed to bring about the vision described by the community during the planning process.

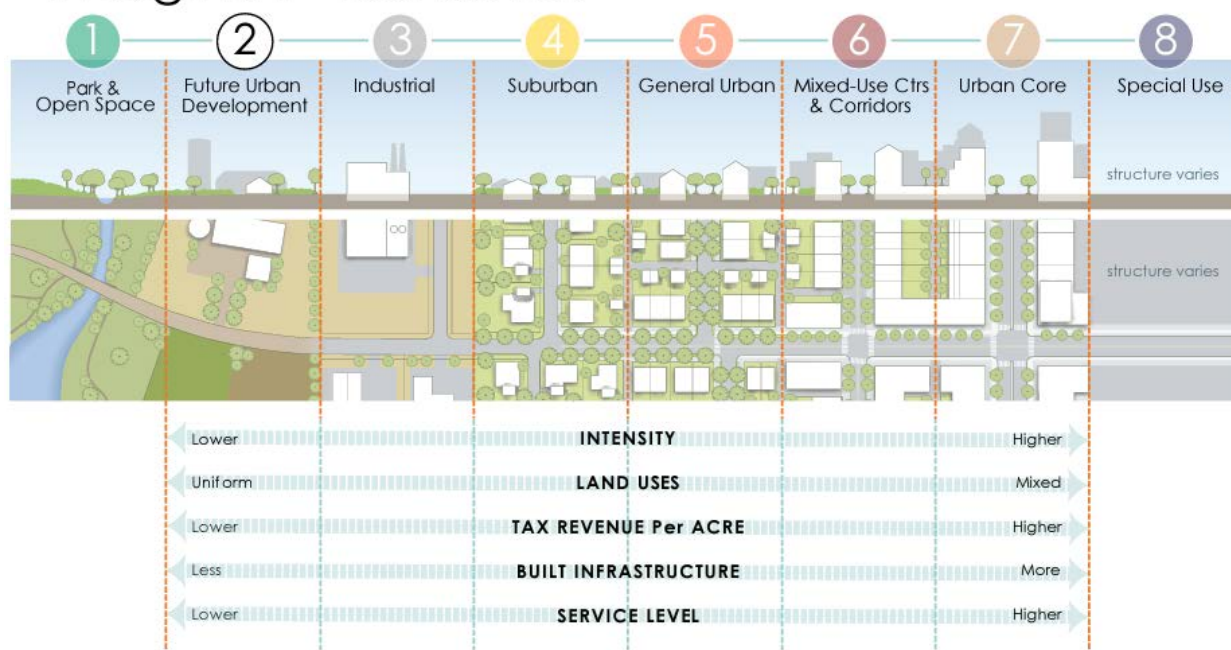
### **Urban Transects (p.60-61):**

Visualizing and Planning for Land Uses and Service Levels Idaho Falls provides a wide variety of services and infrastructure for its residents, property owners and business community. Services such as

water, sewer, power, fiber optics, streets, pathways, parks and recreation centers, police, fire, trash removal, library and transit are all examples of amenities provided and funded through the City government. Because land uses, activity levels and service demands vary across the City, not every part of the City has the same access to the same services. To be fiscally responsible, cities allocate such infrastructure according to how fully it is needed and how likely to be used, based on present and potential future land uses. By examining an area's current or anticipated use, it is possible to classify the area's level of need for services. Transect designations are applied to the land use map in broad generalized areas and attempting to capture existing patterns and reflect anticipated development patterns.

It is important to understand what the (Comprehensive Plan Land Use) map is and what it is not. The map is general in nature. It is aspirational and not an exact reflection of what will happen in the future. It is also broad and will not fit every situation that may arise as development occurs. When citizens, developers, planners, elected officials and others are looking to answer, "what is expected to happen here?" the map is an aid, not a blueprint. The map in this plan is also not the same as a zoning map. It does not establish development rights. It does not follow property lines. The map guides zoning and development decisions but does not control them.

## Imagine!F Transects





## 6. Mixed-Use Centers & Corridors

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1<sup>st</sup> Street corridors, Intersection of 65<sup>th</sup> South and 5<sup>th</sup> West, Intersection of Skyline and Broadway, Snake River Landing

### Zoning Ordinance:

#### 11-3-5: PURPOSE OF COMMERCIAL ZONES

(B) CC Central Commercial Zone. This zone provides a mixed use zone which includes a variety of housing types and a variety of commercial uses. For this reason, the Zone is primarily located in the central part of the City where development has already occurred and the street and land use patterns are more densely developed. The CC Central Commercial Zone is characterized by lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Shops, stores, offices and other buildings are also characteristic of this Zone. Uses which tend to create business "dead spots," cause undue scattering of business, and generally tend to thwart the use of the land for its primary purpose, are excluded from this Zone.

## 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

\*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

Proposed Land Use Classification	Commercial				
	PB	CC	LC	HC	PT
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P



<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C <sub>2</sub>	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C <sub>3</sub>	C <sub>3</sub>		C <sub>3</sub>
Public Service Facility*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C <sub>2</sub>	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C <sub>2</sub>	C <sub>2</sub>	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19)  
(Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22)

**Table 11-3-5: Dimensional Standards for Commercial Zones**

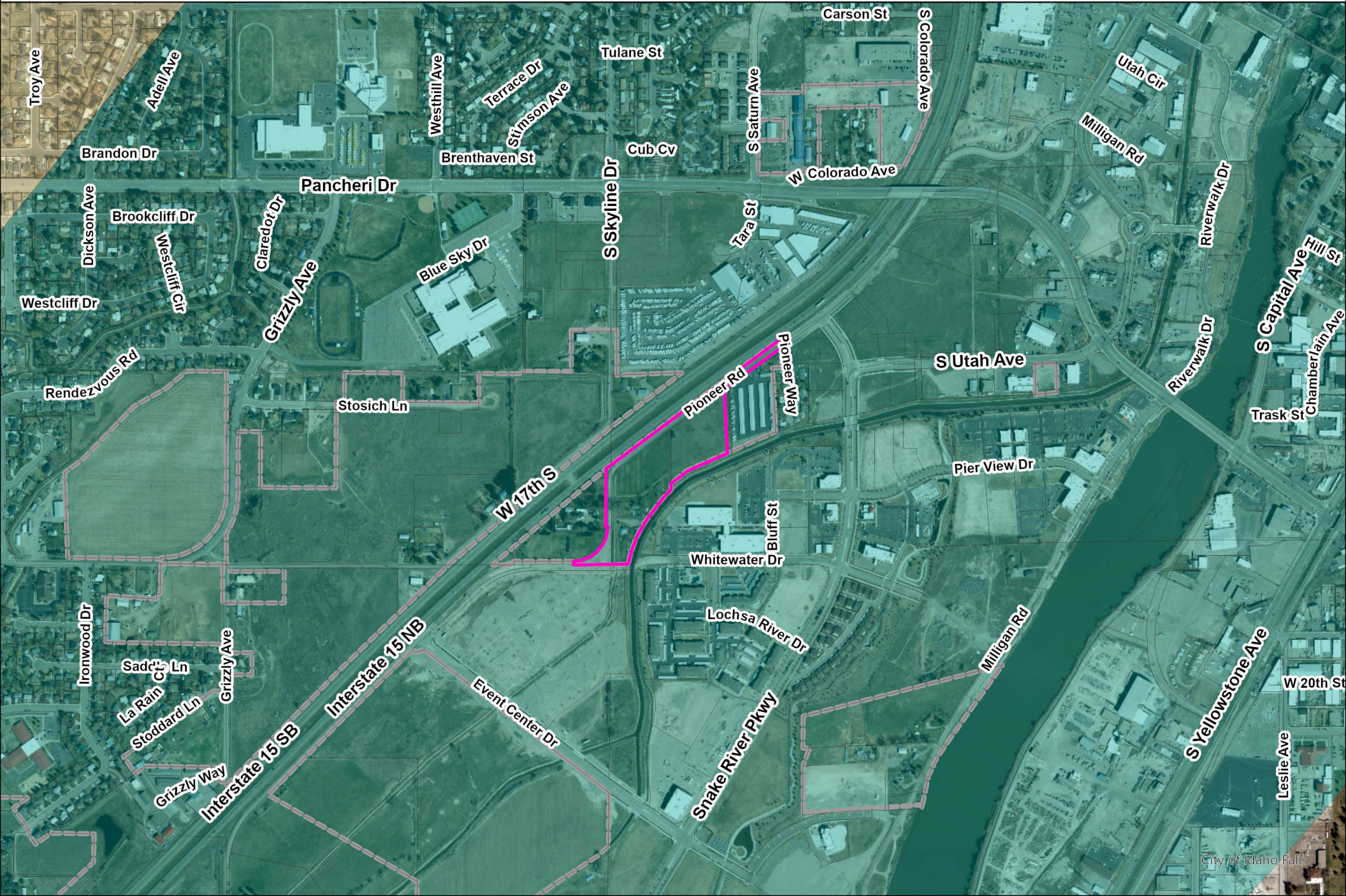
	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
<b>Setbacks – Minimum in ft.</b>				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.
- (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
- (3) In the CC Zone, the landscape buffer contiguous to a street may be reduced or removed where a building is located within the required landscape buffer, as determined by the Zoning Administrator.
- (4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every



- |                                                                                                         |                                                                                                                           |                                                                                                                          |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|  Approach Surface       |  Controlled Development Approach Surface |  Limited Development Approach Surface |
|  Controlled Development |  Limited Development                     |  No Development                       |

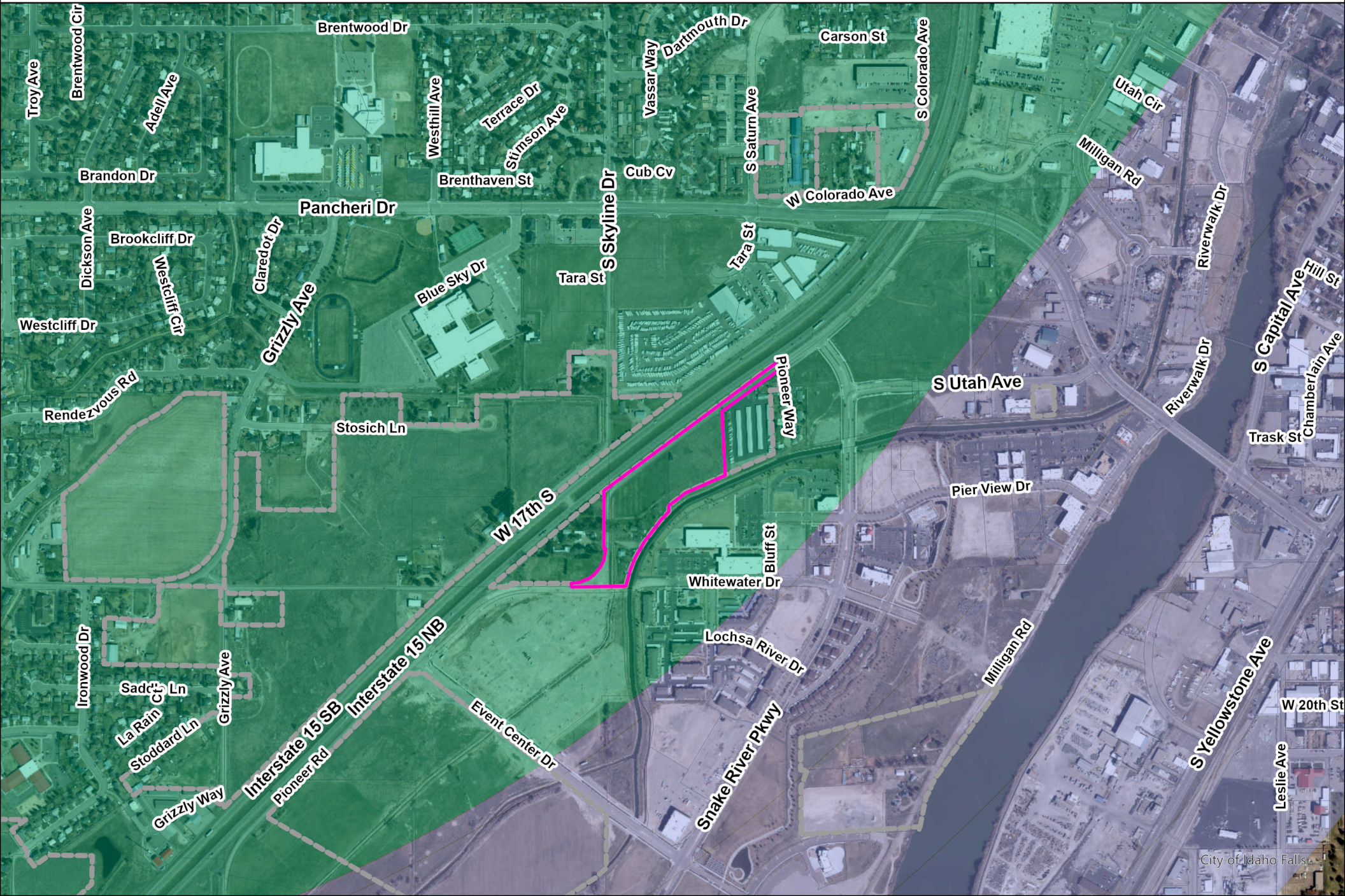




# Airport Height Limitations

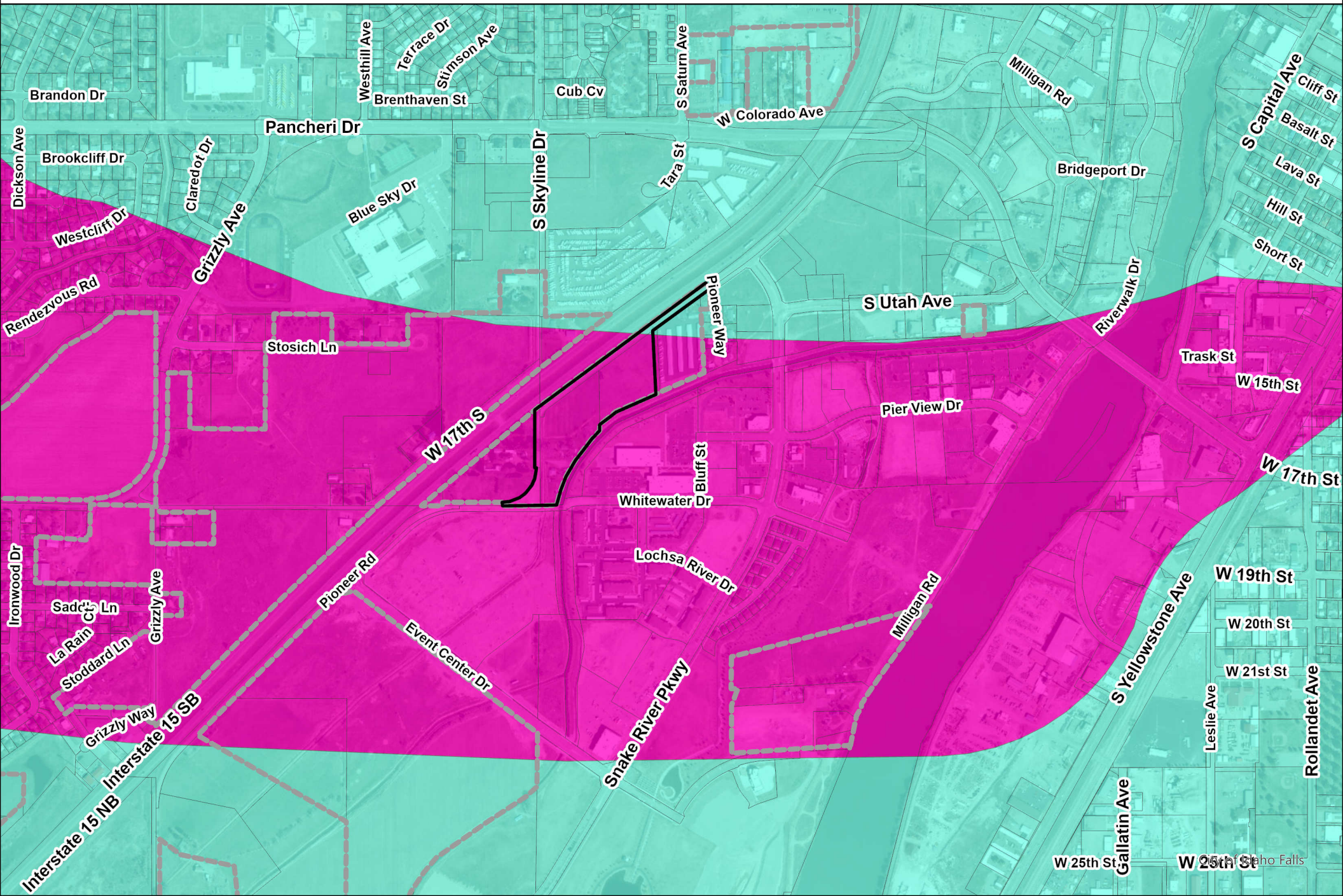
ANNX22-009 - Initial Zone: CC

- Transitional Surface
- Approach Surface
- Conical Surface
- Horizontal Surface
- Primary Surface





# ANNX22-009: Initial Zone: CC



July 5, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, Glen Ogden, Brent Dixon, Kristi Brower, Lindsey Romankiw.

**MEMBERS ABSENT:** Margaret Wimborne, George Morrison, Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** None.

**MINUTES:** Ogden had one typo to change. **Ogden moved to accept the minutes of June 7, 2022, Dixon seconded the motion and the motion passed unanimously.**

**Public Hearing(s):**

**2. ANNEX 22-009: ANNEXATION/INITIAL ZONING. Annexation of 8.899 Acres with Initial zoning of CC with Airport Controlled Development Overlay.**

Denney opened the public hearing.

**Applicant: Brad Brown, 719 W 4350 South, Riverdale, Utah.** Brown likes Idaho Falls and this community with the passion it has for the great way of life. Brown is excited about his project that is on the edge. Brown is asking for annexation into the City with the zoning of CC, which is the zoning the staff recommended, and is the same zone as the property next to it. Brown worked closely with staff and took recommendations for what they felt the City needed to see. Brown stated that this property has different property owners, and he is working with them. Brown stated that this property is a confluence of a lot of infrastructure issues, and they are working through those with Ken Fugal and staff, and they have a good handle on those issues and are able to accomplish the City's goals. Brown feels that they can get a nice project to the City. Brown stated that Beutler can lay out all the specifics. Brown feels this project will add to the City.

Beutler presented the staff report, a part of the record.

Dixon clarified that there is a path on the east/south side of the canal, so there is no need for a pathway against the canal of the subject property. Beutler agreed and stated that they will have the connection across White Water Drive that would connect this project into the existing pathway system. Dixon confirmed that most of Pioneer is a County cross section, with Event Center Drive, South Utah, Snake River Parkway have been widened. Dixon asked what the width of Pioneer along this property would be. Beutler indicated that Pioneer is classified as a collector road and for this segment where it is adjacent to I-15, the road will have curb gutter and sidewalk on the development side, and the side next to the freeway there will be curb only. Dixon confirmed that the alignment of Pioneer Road has not changed. Beutler agreed and added that the bridge and road extension over White Water Drive it will become a typical intersection, whereas now, it curves around.



**Support/Opposition:**

**Kittie See, 1333 S. Pioneer, Idaho Falls, Idaho.** See owns the storage facility that is adjacent. See would like an explanation of what CC means. See asked for a definition of the zoning CC. See asked what uses are allowed in CC. Denney indicated that they cannot give that information at this time but will discuss that later.

Denney closed the public hearing.

Denney asked Beutler to define CC. Beutler indicated that the Central Commercial zone is a mixed-use zone, and it allows for residential, as well as commercial uses. Beutler stated that it would allow multi-family development, mixed use like Downtown with commercial on the ground floor, with residential above, as well as multiple commercial uses like offices, restaurants, lodging, retail. Beutler stated that it is basic/general commercial uses.

**Dixon moved to recommend to the Mayor and City Council approval of the Annexation of part of the SW ¼ of Section 24, T 2N, R 37 E, with initial zoning of CC with Airport Controlled Development Overlay, as presented, Brower seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Ogden, yes; Dixon, yes. The motion passed unanimously.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 11.355 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)

STATE OF IDAHO                    )  
                                              : ss.  
County of Bonneville            )

I, JASMINE MARROQUIN, D E P U T Y C I T Y C L E R K O F T H E C I T Y O F  
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 ANNEXATION OF APPROXIMATELY 11.355  
ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE,  
AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE  
APPROPRIATE COUNTY AND STATE AUTHORITIES; AND  
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND  
ESTABLISHING EFFECTIVE DATE.”

---

Jasmine Marroquin, Deputy City Clerk

(SEAL)



# EXHIBIT A

## LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 24 AND THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N89°56'55"W ALONG CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3021 AND THE SOUTHERLY LINE OF SECTION 23, 259.91 FEET; THENCE NORTH 00°19'33" WEST 25.73 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 353.34 FEET, A DELTA ANGLE OF 84°21'11", A CHORD BEARING OF NORTH 43°25'39" EAST, AND A CHORD LENGTH OF 322.28 FEET; THENCE NORTH 89°50'02" WEST 2.82 FEET TO A POINT ON AN EXISTING FENCE WHICH IS ON THE APPROXIMATE WESTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD; THENCE ALONG SAID EXISTING FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°13'58" EAST 150.34 FEET; (2) NORTH 02°02'59" EAST 37.99 FEET; AND (3) NORTH 00°32'36" WEST 207.73 FEET TO THE SOUTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3250 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 18998.59 FEET, AN ARC LENGTH OF 1359.47 FEET, A DELTA ANGLE OF 04°06'00", A CHORD BEARING OF NORTH 53°14'01" EAST, AND A CHORD LENGTH OF 1359.18 FEET; (2) NORTH 55°17'00" EAST 98.10 FEET; AND (3) SOUTH 34°43'03" EAST 50.00 FEET; THENCE SOUTH 54°15'06" WEST 479.73 FEET; THENCE SOUTH 02°46'44" EAST 440.72 FEET TO THE NORTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2979; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING (11) ELEVEN COURSES: (1) SOUTH 66°20'10" WEST 296.90 FEET; (2) SOUTH 50°53'53" WEST 144.45 FEET; (3) SOUTH 00°43'50" EAST 40.36 FEET; (4) SOUTH 44°23'44" WEST 62.62 FEET; (5) SOUTH 39°17'08" WEST 75.74 FEET; (6) SOUTH 36°40'45" WEST 122.19 FEET; (7) SOUTH 32°30'25" WEST 68.90 FEET; (8) SOUTH 27°07'36" WEST 87.58 FEET; (9) SOUTH 19°16'44" WEST 50.06 FEET; (10) SOUTH 18°16'57" WEST 58.56 FEET; AND (11) SOUTH 13°59'39" WEST 68.92 FEET TO THE SOUTHERLY LINE OF SECTION 24; THENCE SOUTH 86°52'01" WEST ALONG SAID SOUTHERLY LINE, 112.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 494,630 SQUARE FEET OR 11.355 ACRES MORE OR LESS.

SUBMITTED BY: STEWARD DEVELOPMENT  
ENG/SURVEY FIRM NAME: REEVE AND ASSOCIATES

CONTACT NAME: NATE REEVE

PHONE NUMBER: 801-621-3100

EMAIL: NATE@REEVE.CO

PAGE 1 OF 2



Designer: N. ANDERSON  
 Date: 9-28-2022  
 Name: ANNEXATION  
 Number: 7152-22  
 Scale: 1"=200'  
 Page: 2 OF 2

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ANNEXATION OF APPROXIMATELY 11.355 ACRES NORTH OF WHITEWATER DR. EXTENDED OR PORTER CANAL, EAST OF PIONEER RD, SOUTH OF PIONEER RD, WEST OF SNAKE RIVER PARKWAY.**

**WHEREAS**, the applicant filed an application for annexation on May 25, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 5, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 27, 2022; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 11.355 acres generally located north of Whitewater Dr. extended or Porter Canal, east of Pioneer Rd, south of Pioneer Rd, west of Snake River Parkway.
3. This application is a Category "A" annexation.
4. City utilities are present in the area to provide services to this property.
5. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
6. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

**PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

---

Rebecca L. Noah Casper - Mayor

**File #:** 21-684

**City Council Meeting**

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of CC, Central Commercial with Airport Controlled Development Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 11.355 acres for Part of the Southwest ¼ of Section 24, Township 2 North, Range 37 East.

## Council Action Desired

- ☒ Ordinance ☐ Resolution ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Assign a Comprehensive Plan Designation of “Mixed Use Centers and Corridors” and approve the Ordinance establishing the initial zoning for CC, Central Commercial with Airport Controlled Development Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of CC, Central Commercial with Airport Controlled Development Overlay Zone, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with Airport Controlled Development Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.355 acres for Part of the Southwest ¼ of Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommend approval of CC, Central Commercial with Airport Controlled Development Overlay Zone to the Mayor and City Council as presented. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives





Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The initial zoning legal description has been reviewed by the Survey Division.

**Fiscal Impact**

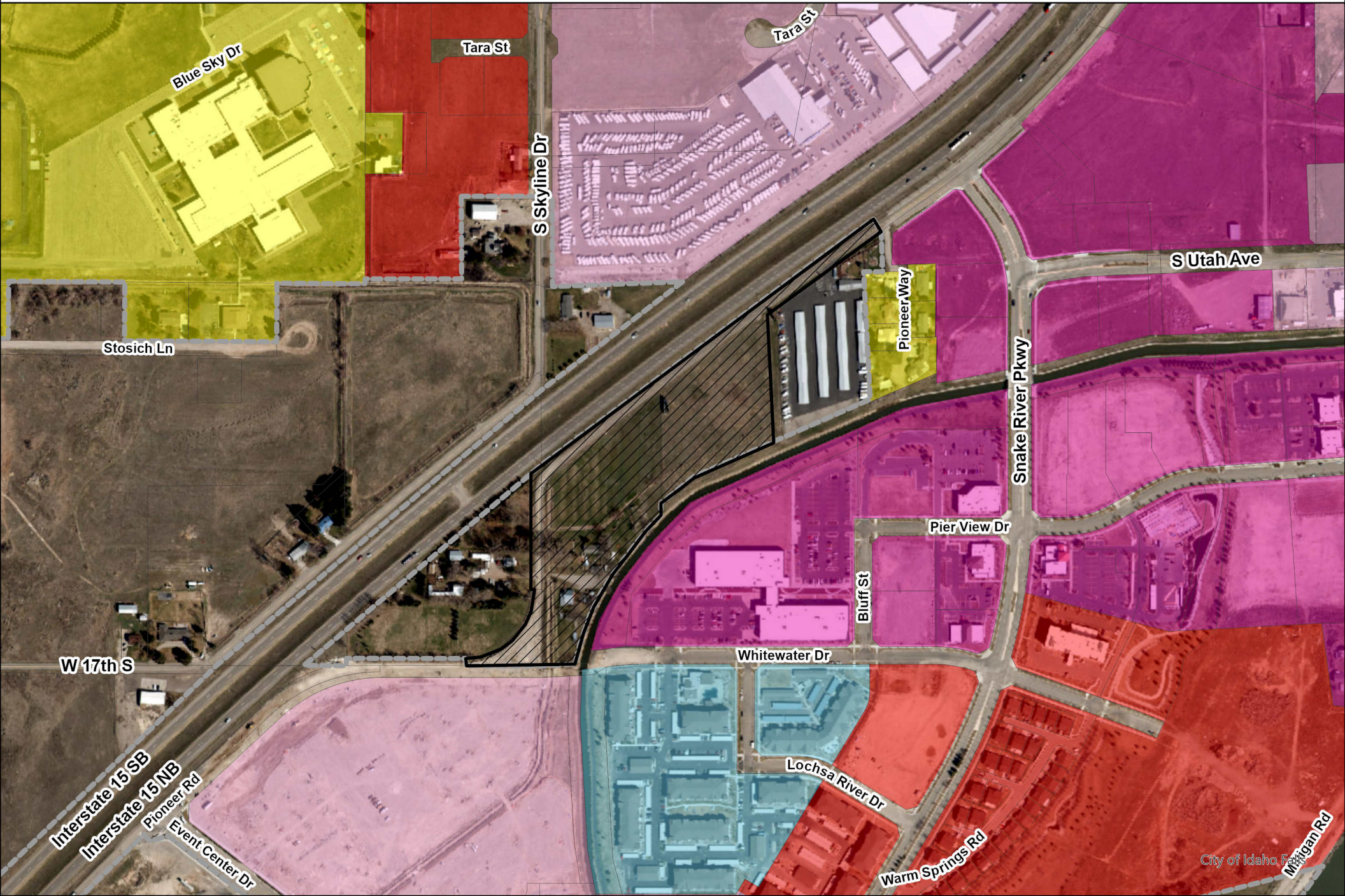
NA

**Legal Review**

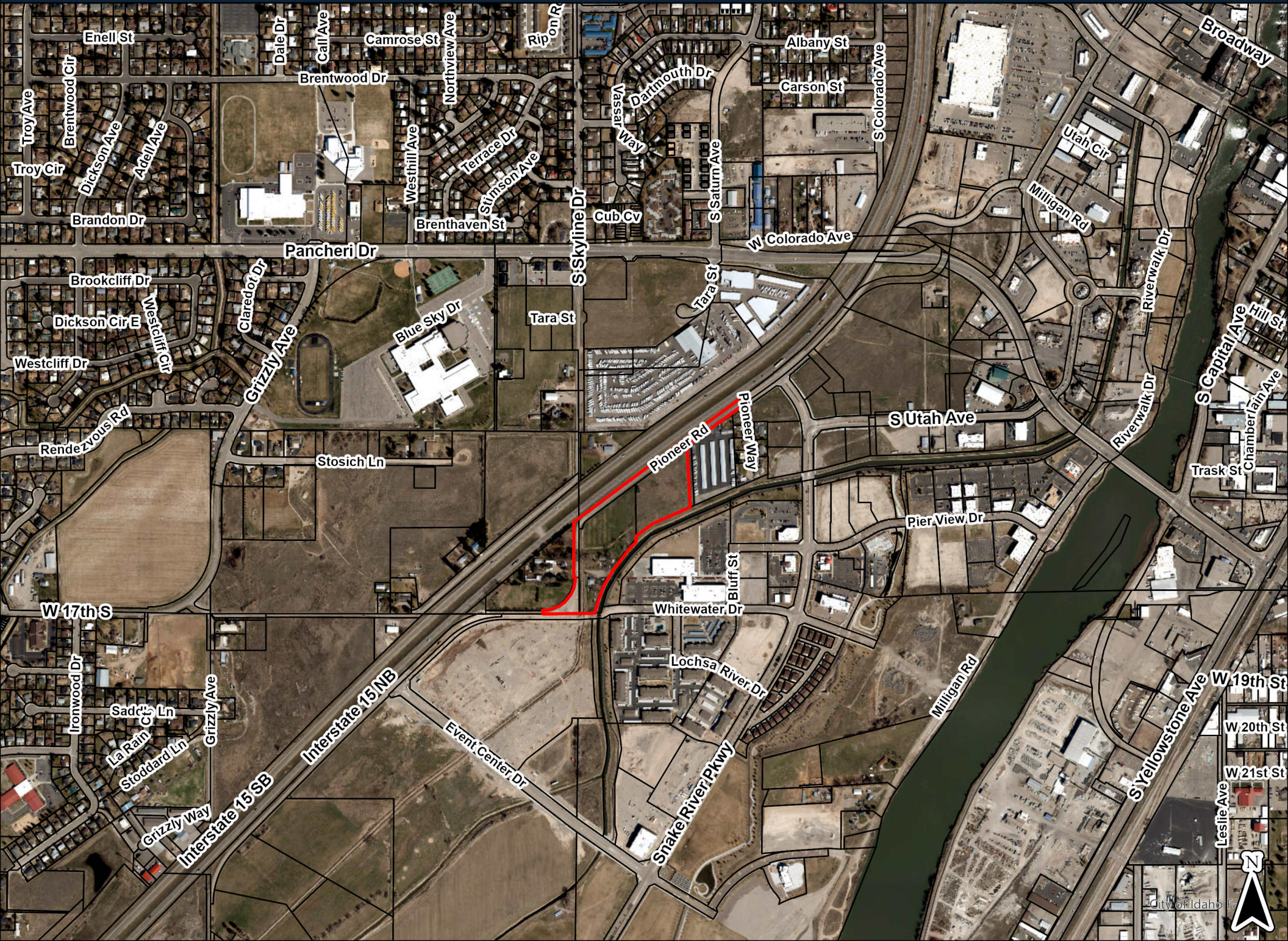
This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.



RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P

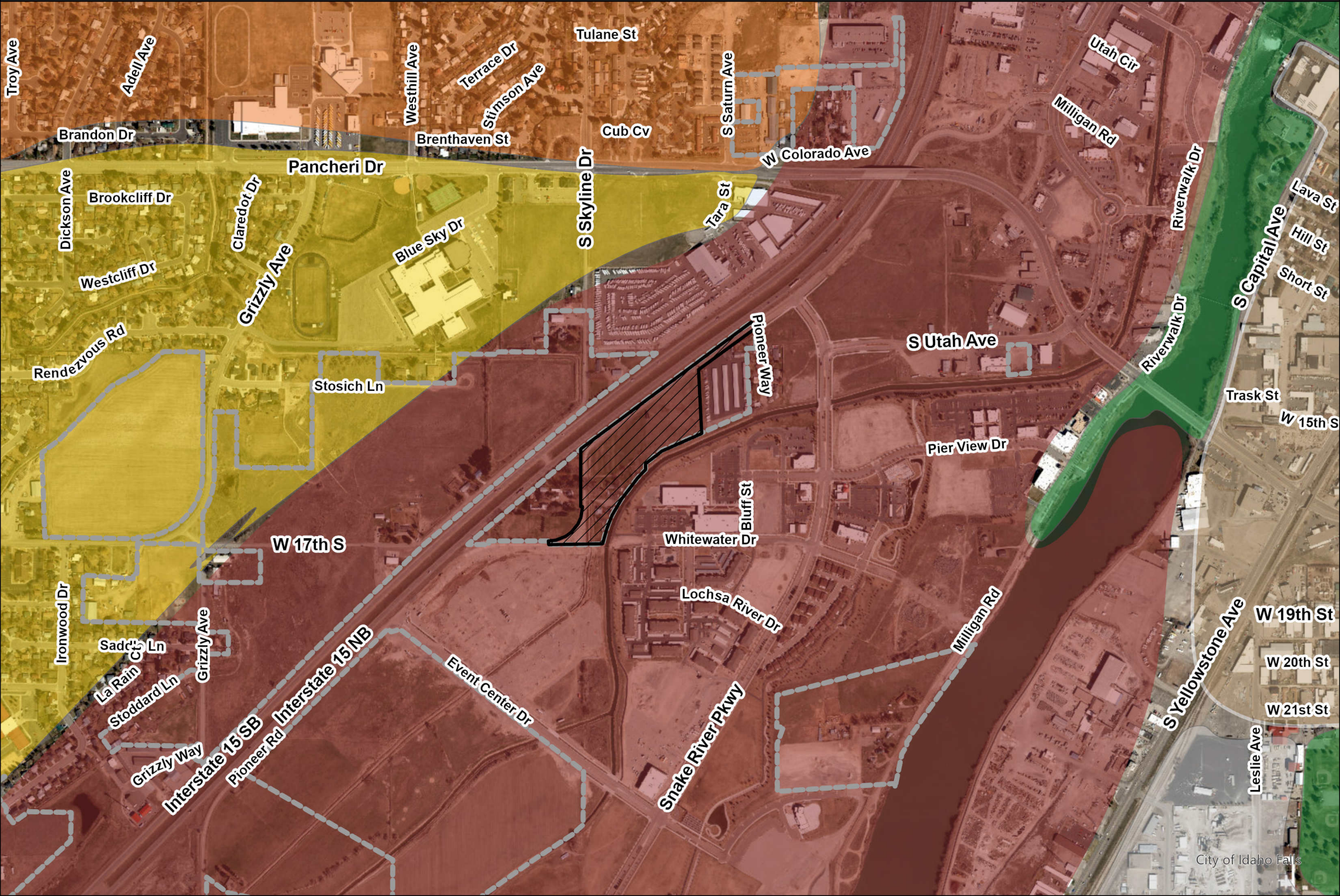








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 11.355 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS CC, CENTRAL COMMERCIAL WITH THE AIRPORT CONTROLLED DEVELOPEMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is CC Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Mixed Use Centers and Corridors”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Mixed Use Centers and Corridors”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 5, 2022, and recommended approval of zoning the subject property to CC Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 27, 2022.

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

**SECTION 1:** Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Mixed Use Centers and Corridors.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as CC Zone.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “CC, Zone” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**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 City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk  
(SEAL)

STATE OF IDAHO                    )  
                                                  ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, 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 INITIAL ZONING OF APPROXIMATELY 11.355 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS CC, CENTRAL COMMERCIAL WITH THE AIRPORT CONTROLLED DEVELOPEMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Jasmine Marroquin, Deputy City Clerk



# EXHIBIT A

## LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 24 AND THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N89°56'55"W ALONG CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3021 AND THE SOUTHERLY LINE OF SECTION 23, 259.91 FEET; THENCE NORTH 00°19'33" WEST 25.73 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 353.34 FEET, A DELTA ANGLE OF 84°21'11", A CHORD BEARING OF NORTH 43°25'39" EAST, AND A CHORD LENGTH OF 322.28 FEET; THENCE NORTH 89°50'02" WEST 2.82 FEET TO A POINT ON AN EXISTING FENCE WHICH IS ON THE APPROXIMATE WESTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD; THENCE ALONG SAID EXISTING FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°13'58" EAST 150.34 FEET; (2) NORTH 02°02'59" EAST 37.99 FEET; AND (3) NORTH 00°32'36" WEST 207.73 FEET TO THE SOUTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3250 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 18998.59 FEET, AN ARC LENGTH OF 1359.47 FEET, A DELTA ANGLE OF 04°06'00", A CHORD BEARING OF NORTH 53°14'01" EAST, AND A CHORD LENGTH OF 1359.18 FEET; (2) NORTH 55°17'00" EAST 98.10 FEET; AND (3) SOUTH 34°43'03" EAST 50.00 FEET; THENCE SOUTH 54°15'06" WEST 479.73 FEET; THENCE SOUTH 02°46'44" EAST 440.72 FEET TO THE NORTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2979; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING (11) ELEVEN COURSES: (1) SOUTH 66°20'10" WEST 296.90 FEET; (2) SOUTH 50°53'53" WEST 144.45 FEET; (3) SOUTH 00°43'50" EAST 40.36 FEET; (4) SOUTH 44°23'44" WEST 62.62 FEET; (5) SOUTH 39°17'08" WEST 75.74 FEET; (6) SOUTH 36°40'45" WEST 122.19 FEET; (7) SOUTH 32°30'25" WEST 68.90 FEET; (8) SOUTH 27°07'36" WEST 87.58 FEET; (9) SOUTH 19°16'44" WEST 50.06 FEET; (10) SOUTH 18°16'57" WEST 58.56 FEET; AND (11) SOUTH 13°59'39" WEST 68.92 FEET TO THE SOUTHERLY LINE OF SECTION 24; THENCE SOUTH 86°52'01" WEST ALONG SAID SOUTHERLY LINE, 112.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 494,630 SQUARE FEET OR 11.355 ACRES MORE OR LESS.

SUBMITTED BY: STEWARD DEVELOPMENT  
ENG/SURVEY FIRM NAME: REEVE AND ASSOCIATES

CONTACT NAME: NATE REEVE

PHONE NUMBER: 801-621-3100

EMAIL: NATE@REEVE.CO

PAGE 1 OF 2



ANNEXATION ORDINANCE # \_\_\_\_\_

# CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE SOUTHWEST QUARTER OF SECTION 24 AND THE SOUTHEAST QUARTER  
OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN

ORDINANCE RECORDED WITH  
THE BONNEVILLE COUNTY  
RECORDER'S OFFICE AS  
INSTRUMENT NO.

LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 24 AND THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N89°56'55"W ALONG CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3021 AND THE SOUTHERLY LINE OF SECTION 23, 259.91 FEET; THENCE NORTH 00°19'33" WEST 25.73 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 353.34 FEET, A DELTA ANGLE OF 84°21'11", A CHORD BEARING OF NORTH 43°25'39" EAST, AND A CHORD LENGTH OF 322.28 FEET; THENCE NORTH 89°50'02" WEST 2.82 FEET TO A POINT ON AN EXISTING FENCE WHICH IS ON THE APPROXIMATE WESTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD; THENCE ALONG SAID EXISTING FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°13'58" EAST 150.34 FEET; (2) NORTH 02°02'59" EAST 37.99 FEET; AND (3) NORTH 00°32'36" WEST 207.73 FEET TO THE SOUTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3250 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 18998.59 FEET, AN ARC LENGTH OF 1359.47 FEET, A DELTA ANGLE OF 04°06'00", A CHORD BEARING OF NORTH 53°14'01" EAST, AND A CHORD LENGTH OF 1359.18 FEET; (2) NORTH 55°17'00" EAST 98.10 FEET; AND (3) SOUTH 34°43'03" EAST 50.00 FEET; THENCE SOUTH 54°15'06" WEST 479.73 FEET; THENCE SOUTH 02°46'44" EAST 440.72 FEET TO THE NORTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2979; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING (11) ELEVEN COURSES: (1) SOUTH 66°20'10" WEST 296.90 FEET; (2) SOUTH 50°53'53" WEST 144.45 FEET; (3) SOUTH 00°43'50" EAST 40.36 FEET; (4) SOUTH 44°23'44" WEST 62.62 FEET; (5) SOUTH 39°17'08" WEST 75.74 FEET; (6) SOUTH 36°40'45" WEST 122.19 FEET; (7) SOUTH 32°30'25" WEST 68.90 FEET; (8) SOUTH 27°07'36" WEST 87.58 FEET; (9) SOUTH 19°16'44" WEST 50.06 FEET; (10) SOUTH 18°16'57" WEST 58.56 FEET; AND (11) SOUTH 13°59'39" WEST 68.92 FEET TO THE SOUTHERLY LINE OF SECTION 24; THENCE SOUTH 86°52'01" WEST ALONG SAID SOUTHERLY LINE, 112.00 FEET TO THE POINT OF BEGINNING.

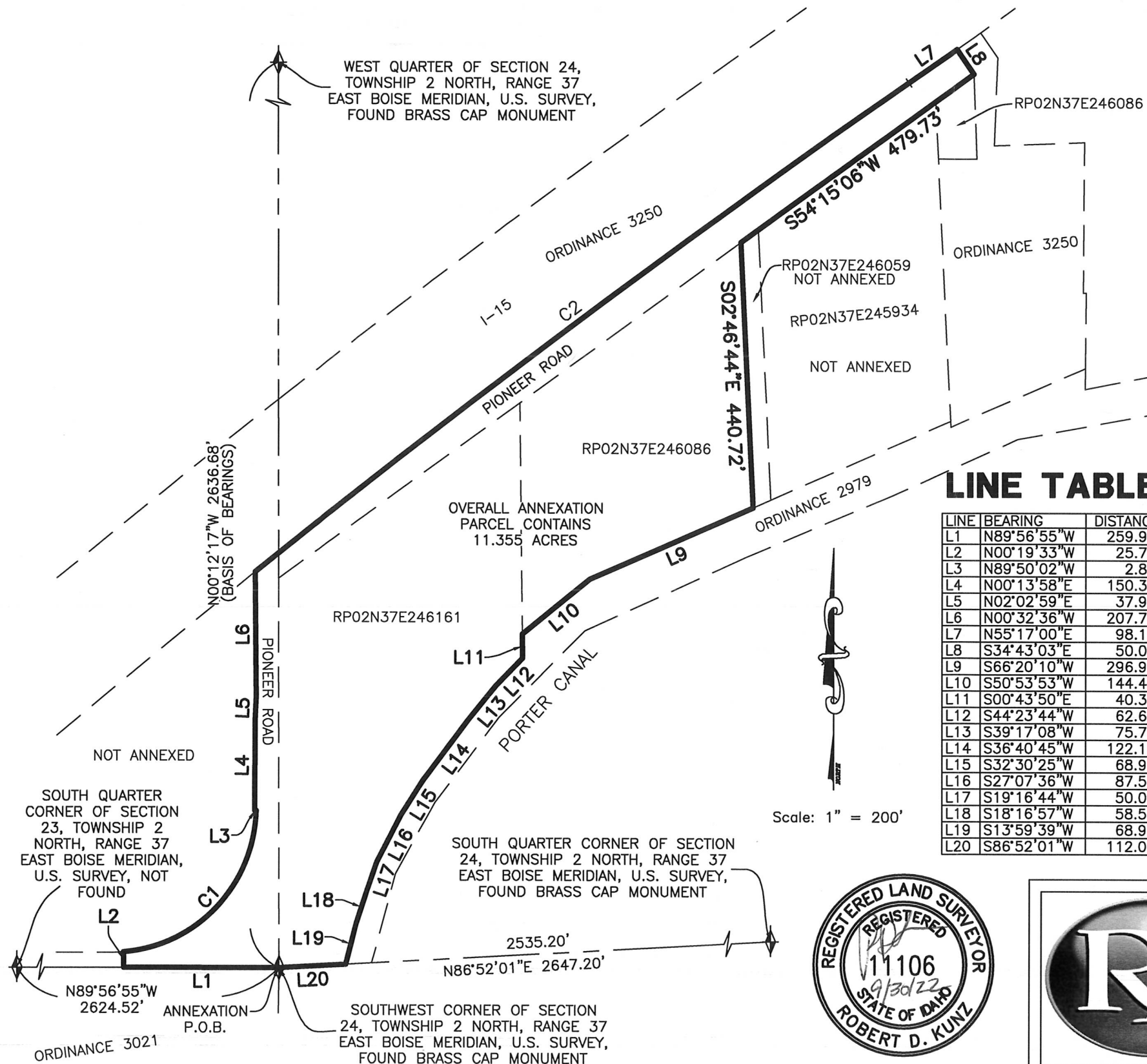
CONTAINING 494,630 SQUARE FEET OR 11.355 ACRES MORE OR LESS.

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°56'55"W	259.91
L2	N00°19'33"W	25.73
L3	N89°50'02"W	2.82
L4	N00°13'58"E	150.34
L5	N02°02'59"E	37.99
L6	N00°32'36"W	207.73
L7	N55°17'00"E	98.10
L8	S34°43'03"E	50.00
L9	S66°20'10"W	296.90
L10	S50°53'53"W	144.45
L11	S00°43'50"E	40.36
L12	S44°23'44"W	62.62
L13	S39°17'08"W	75.74
L14	S36°40'45"W	122.19
L15	S32°30'25"W	68.90
L16	S27°07'36"W	87.58
L17	S19°16'44"W	50.06
L18	S18°16'57"W	58.56
L19	S13°59'39"W	68.92
L20	S86°52'01"W	112.00

## CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	240.00'	353.34'	322.28'	217.44'	N43°25'39"E	84°21'11"
C2	18998.59'	1359.47'	1359.18'	680.03'	N53°14'01"E	4°06'00"



# Reeve & Associates, Inc.

5160 S 1500 W, RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666 [www.reeve-assoc.com](http://www.reeve-assoc.com)  
LAND PLANNERS \* CIVIL ENGINEERS \* LAND SURVEYORS  
TRAFFIC ENGINEERS \* STRUCTURAL ENGINEERS \* LANDSCAPE ARCHITECTS

### Project Info.

Designer: N. ANDERSON  
 Date: 9-28-2022  
 Name: ANNEXATION  
 Number: 7152-22  
 Scale: 1"=200'  
 Page: 2 OF 2

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF CC, CENTRAL COMMERCIAL, WITH AIRPORT CONTROLLED DEVELOPMENT OVERLAY ZONE, APPROXIMATELY 11.355 ACRES, PART OF THE SW 1/4 OF SECTION 24, T 2N, R 37E, GENERALLY LOCATED NORTH OF WHITEWATER DR. EXTENDED OR PORTER CANAL, EAST OF PIONEER RD, SOUTH OF PIONEER RD, WEST OF SNAKE RIVER PRKWY.**

**WHEREAS**, the applicant filed an application for annexation on May 25, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 5 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 27, 2022; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 11.355 acres generally located north of Whitewater Dr. extended or Porter Canal, east of Pioneer Rd, south of Pioneer Rd, west of Snake River Parkway.
3. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
4. The proposed zoning of CC is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to CC and Airport Controlled Development Overlay Zone.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

---

Rebecca L. Noah Casper - Mayor

# Memorandum

File #: 21-686

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East.

## Council Action Desired

- ☒ Ordinance
 ☐ Resolution
 ☒ Public Hearing
 ☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Ordinance annexing 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 6.361 acres for the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its October 4, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of LC as presented. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of annexation must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The annexation legal description has been reviewed by the Survey Division.

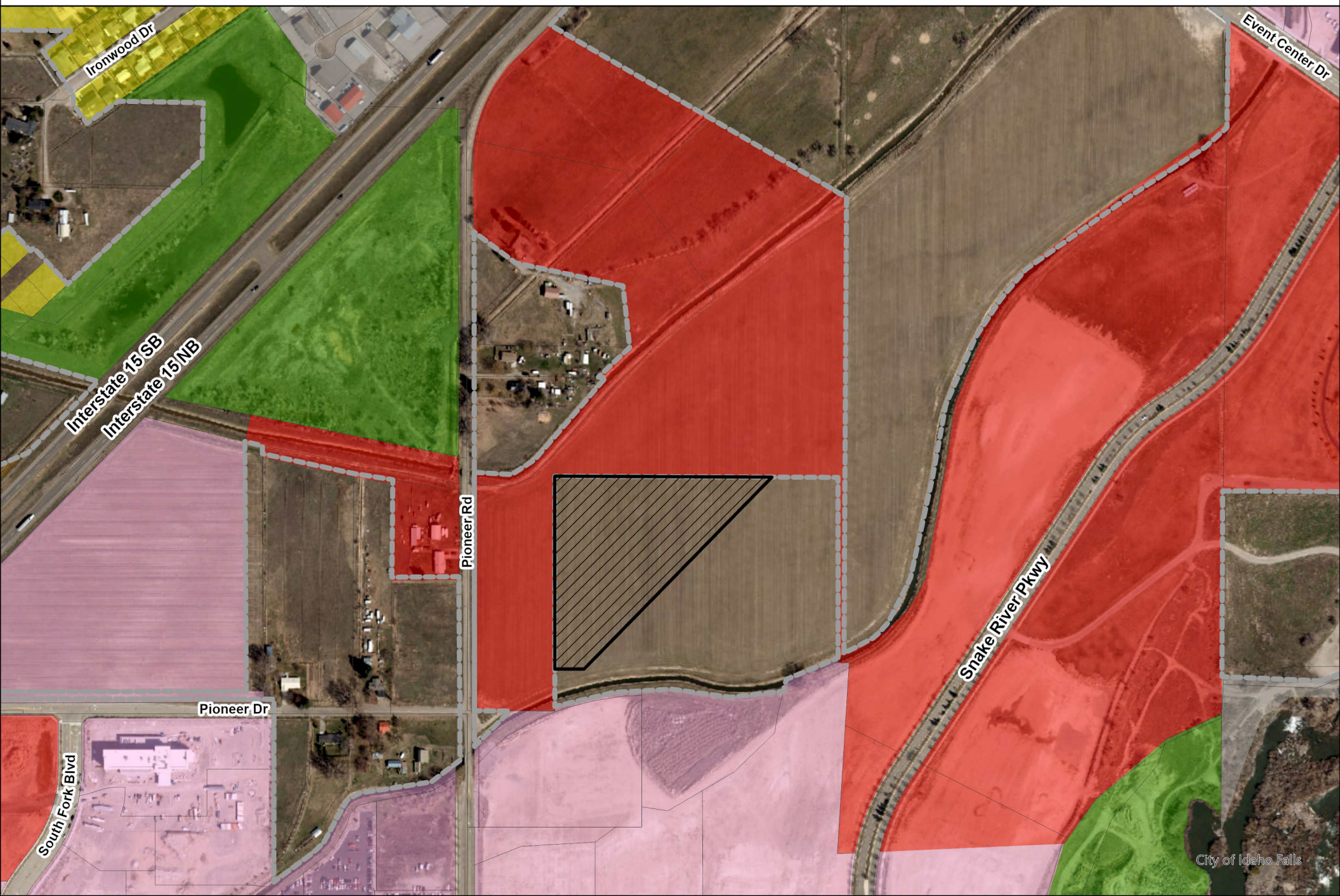
**Fiscal Impact**

NA

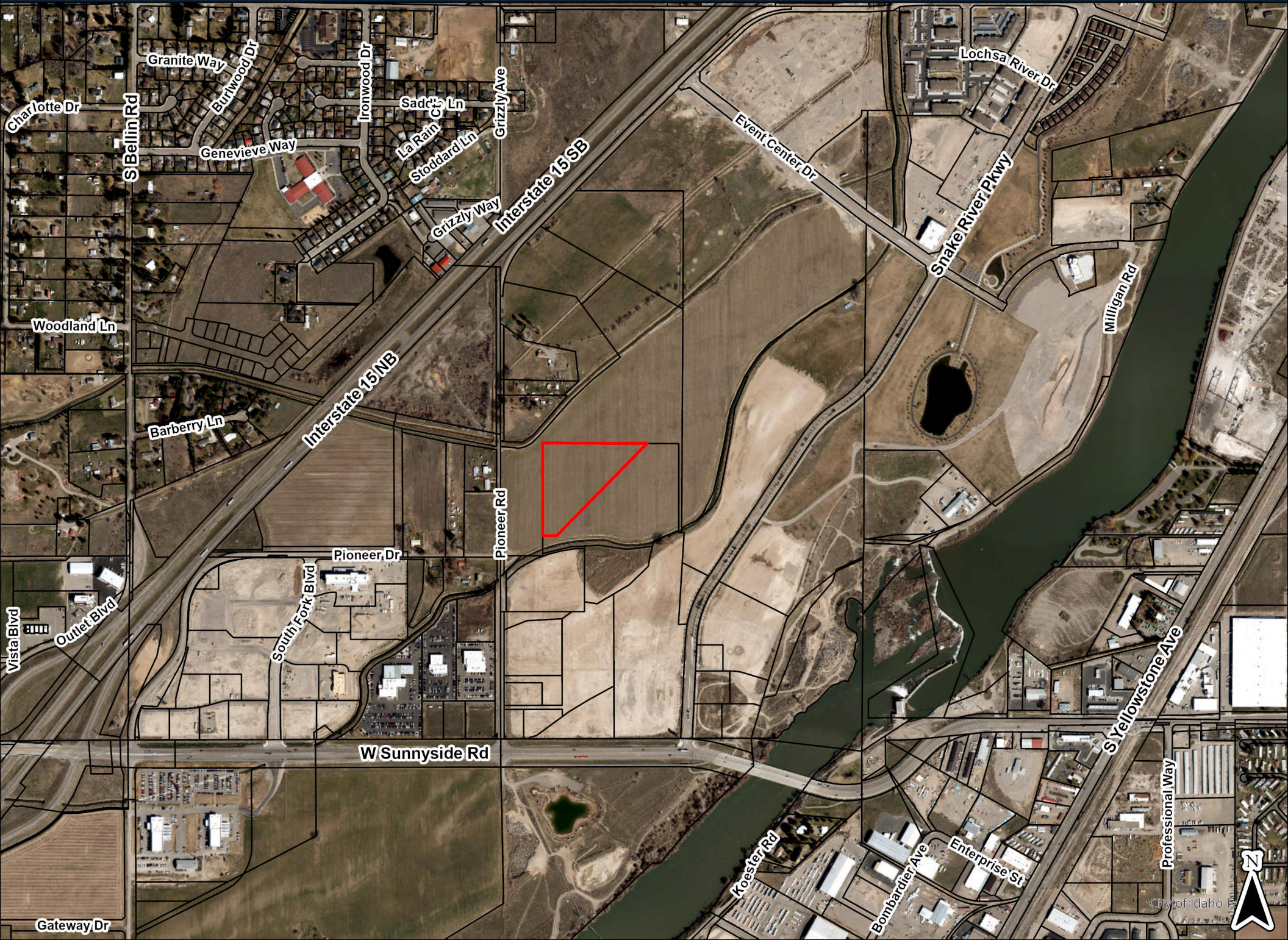
**Legal Review**

This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.



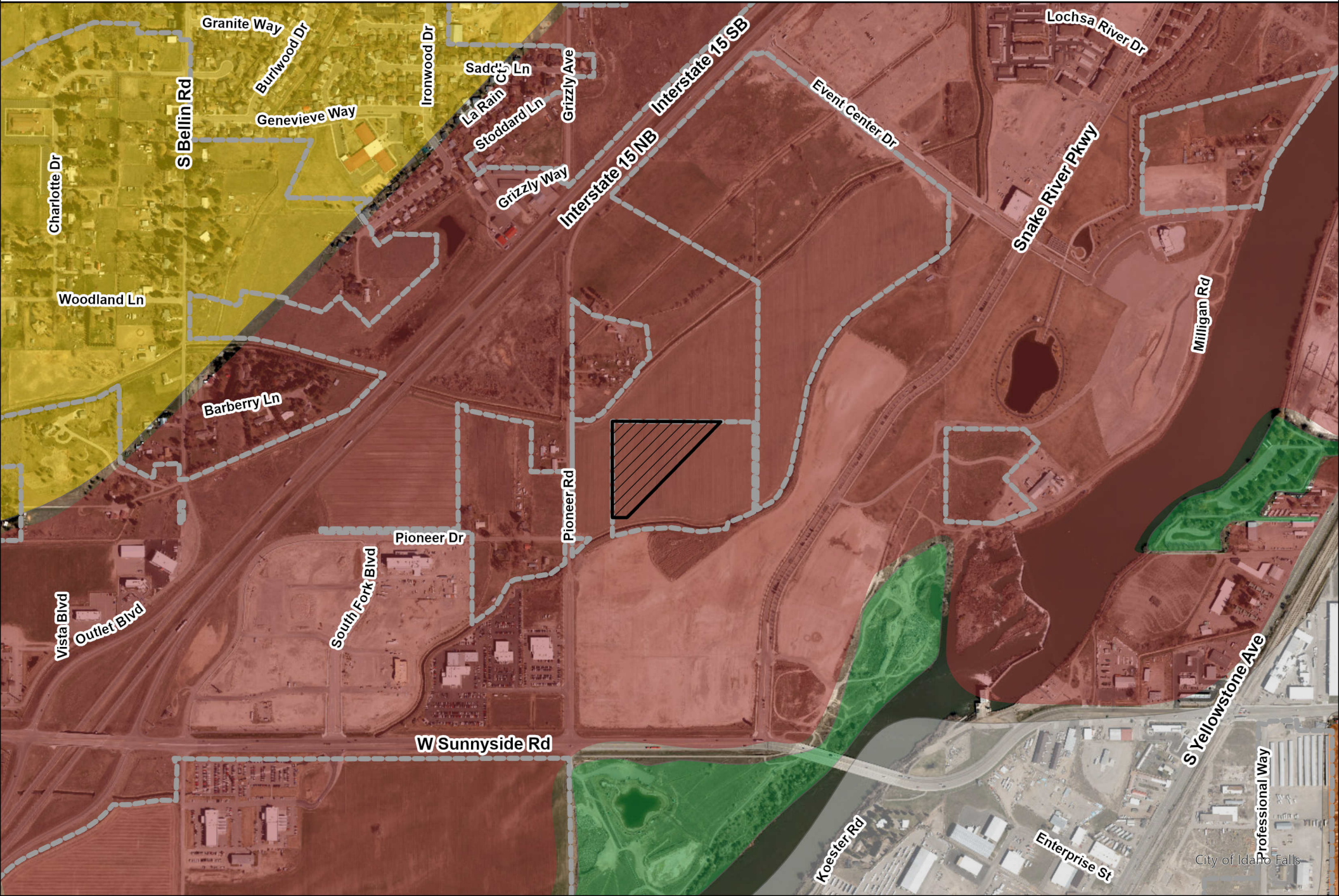








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





**STAFF REPORT**  
**Annexation and Initial Zoning of LC, Limited Commercial and the**  
**Controlled Development Airport Overlay Zone.**  
**W ½ of the SE ¼ of Sec 26, T2N, R37E**  
**October 4, 2022**



Community  
Development  
Services

**Applicant:** Eagle Rock Engineering

**Project Manager:** Naysha Foster

**Location:** Generally, north of W Sunnyside Rd, east of Pioneer Rd, south of Pioneer Rd, and west of Snake River Pkwy

**Size:** Approximately 6.361 acres

**Zoning:**  
Existing: County A-1  
North: County A-1 & LC  
South: HC  
East: County A-1 & LC  
West: P

**Proposed Zoning:** LC, with Airport Overlay

**Existing Land Uses:**  
Site: Vacant  
North: Vacant  
South: Vacant  
East: Commercial  
West: Residential

**Future Land Use Map:**  
Mixed Use Center and Corridors

**Attachments:**  
1. Comprehensive Plan Policies  
2. Zoning Information  
3. Maps & Aerial Photos

**Requested Action:** To approve the annexation and initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zones.

**Staff Recommendation:** Staff and the Planning and Zoning Commission recommends approval of the annexation and initial zoning of LC with the Controlled Development Airport Overlay Zones.

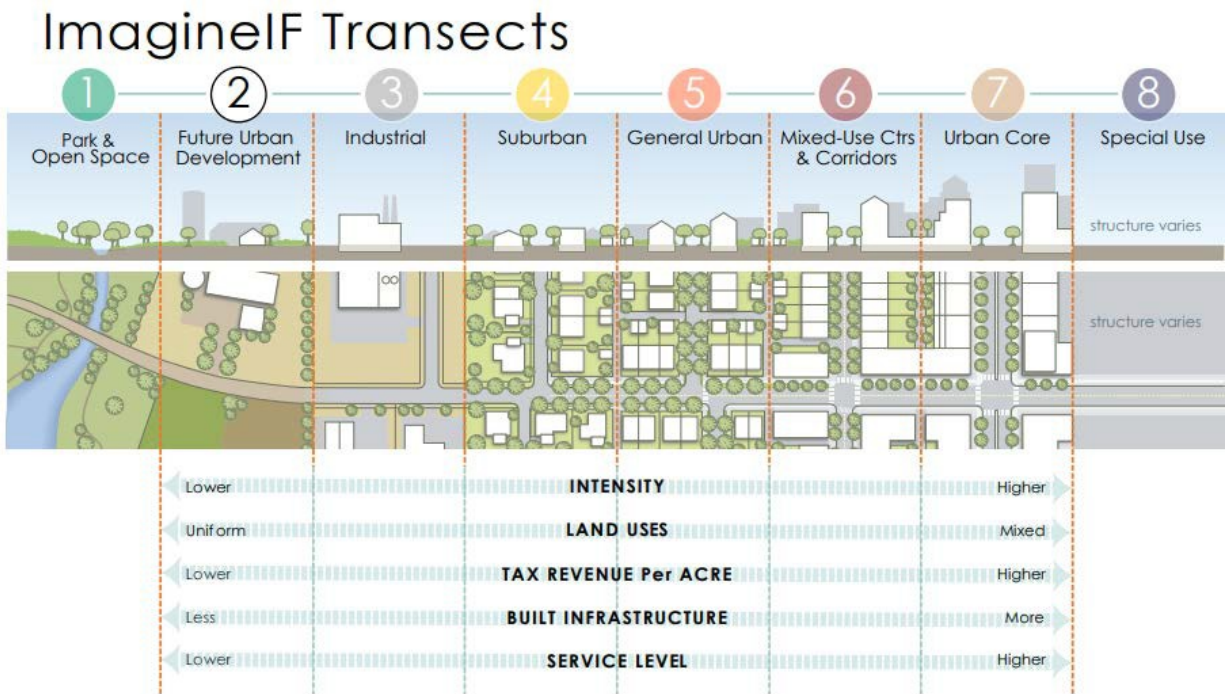
**Annexation:** This is a Category “A” annexation as it is requested by the property owner. The property is in the Area of Impact and contiguous to City limits along the West and North property lines. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.

**Initial Zoning:** The proposed zoning is LC, Limited Commercial with the Controlled Development Airport Overlay Zones. The LC Zone is a commercial zone for retail and services which supply the daily household needs for residents. This zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses. When residential is developed in the LC zone the R3A standards are implemented.

**Staff Comments:** This property is situated in the Area of Impact and is contiguous to city limits. This property will need to be platted before development occurs and utilities are in the vicinity. The Comprehensive Plan identifies this property as Mixed Use Center and Corridor. The LC Zone is consistent with the policies of the Comprehensive Plan as well as existing zoning in the area. According to the Access Management Plan, Pioneer Rd is a Major Collector. The LC Zone is appropriate for this area with freeway visibility. It is consistent with the existing land uses in the area.

## Comprehensive Plan Land Use Transects:

pg. 60-70



### 6. Mixed-Use Centers & Corridors

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1<sup>st</sup> Street corridors, Intersection of 65<sup>th</sup> South and 5<sup>th</sup> West, Intersection of Skyline and Broadway, Snake River Landing



## Comprehensive Plan Policies:

### **Focus on Walkable Centers** pg. 82

Identify existing and potential walkable centers and focus on promoting a mix of uses where people can live and easily access daily needs.

### **Focus on becoming a 15-minute City** pg. 82

Identify gaps in 15-minute access from homes to goods and services.

### **Diversify and Intensify Uses at in Mixed Uses Centers and Corridors** pg. 104

Diversify zoning designations at the intersections of arterial and collector streets to zones that allow for neighborhood services to be established.

### **Increase Availability of Daily Goods and Services** pg. 119

Focus on 65th North and 5th East to be an area of expansion that includes Walkable Center principles such as additional housing in a walkable context, daily goods and services, and proper multi-modal infrastructure.

## Zoning Ordinance:

### **11-3-5: PURPOSE OF COMMERCIAL ZONES**

LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

**Table 11-3-5: Dimensional Standards for Commercial Zones**

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
<b>Setbacks – Minimum in ft.</b>				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

In the LC Zone, residential uses shall comply with the R3A Zone dimensional standards.







**R3A Residential Mixed Use Zone.** To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

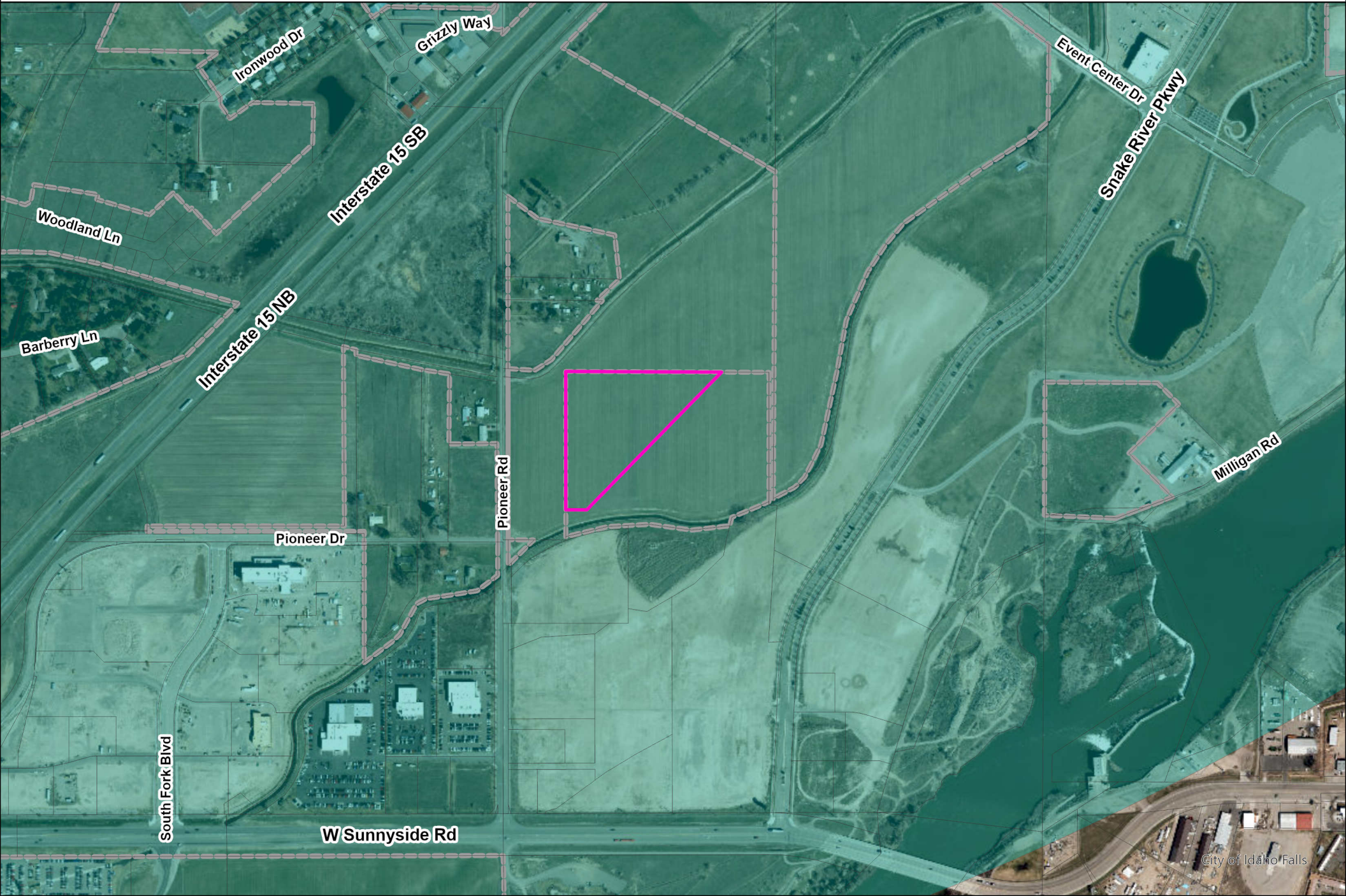
**Table 11-3-1: Standards for Residential Zones**

	RE	RP	R1	R2	TN	R3	R3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
<b>Lot Coverage, Building Height, and Density</b>								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)(Ord. 3310, 6-18-20)



- |                                                                                                         |                                                                                                                           |                                                                                                                          |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|  Approach Surface       |  Controlled Development Approach Surface |  Limited Development Approach Surface |
|  Controlled Development |  Limited Development                     |  No Development                       |



October 4, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, Lindsey Romankiw, Glen Ogden, Brent Dixon, George Morrison, Kristi Brower (via Webex), Arnold Cantu (late via Webex).

**MEMBERS ABSENT:** Margaret Wimborne

**ALSO PRESENT:** Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler; planner Naysha Foster and David Peterson. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** Item #2, ANNX 22-018 has been withdrawn.

**MINUTES:** Morrison moved to accept the minutes of September 6, 2022, Ogden seconded the motion. Denney called for a roll call vote: Morrison, yes; Dixon, yes; Ogden, yes; Brower, yes; Romankiw, yes. The motion passed unanimously.

**Public Hearing(s):**

**1. ANNX 22-017: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of LC for 6 Acres.**

Denney opened the public hearing.

**Applicant: No applicant was present.** (Eagle Rock Engineering)

Foster presented the staff report, a part of the record.

Dixon asked what access this property will have. Foster indicated the property surrounding the subject property has a preliminary plat and the accesses will be part of a preliminary plat and it will have access and will be developed with the surrounding property along Pioneer Road.

Ogden asked if it is the same owner for both properties. Foster confirmed that it is the same owner.

**No one appeared in Support/Opposition.**

Denney closed the public hearing.

Dixon feels that it is a straightforward application, and this property will be added to the existing development. Dixon feels it is consistent with the general area. Dixon would like the staff notes augmented before this item goes to City Council to clarify that it is added to the other developments.

**Dixon moved to recommend to the Mayor and City Council approval of the annexation of 6.361 acres for the W ½ of the SE ¼ of Sec 26, T2N, R37E, with initial zoning of LC and the Controlled Development Airport Overlay Zone, Morrison seconded the motion. Denney called for roll call vote: Morrison, yes; Dixon, yes; Ogden, yes; Brower, yes; Romankiw, yes. The motion passed unanimously.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 6.361 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:



- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)

STATE OF IDAHO                    )  
                                              : ss.  
County of Bonneville            )

I, JASMINE MARROQUIN, 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 ANNEXATION OF APPROXIMATELY 6.361 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

---

Jasmine Marroquin, Deputy City Clerk

(SEAL)

EXHIBIT "A"  
LEGAL DESCRIPTION (Page 1 of 1)

ANNEXATION BOUNDARY

BEGINNING AT A POINT THAT IS S.00°02'25"E. ALONG THE NORTH-SOUTH CENTER SECTION LINE 1138.07 FEET AND S.89°45'25"E. 300.03 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE ALONG THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3417 N.00°02'18"W. 658.14 FEET; THENCE S.89°45'23"E. 741.95 FEET ALONG SAID ANNEXATION ORDINANCE NUMBER; THENCE S.44°22'51"W. 917.04 FEET; THENCE N.89°45'25"W. 100.10 FEET TO THE POINT OF BEGINNING, CONTAINING 6.361 ACRES.

Submitted By:

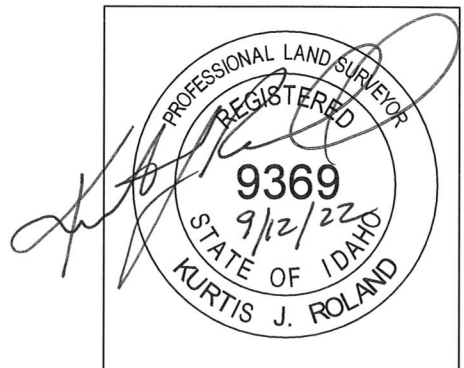
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

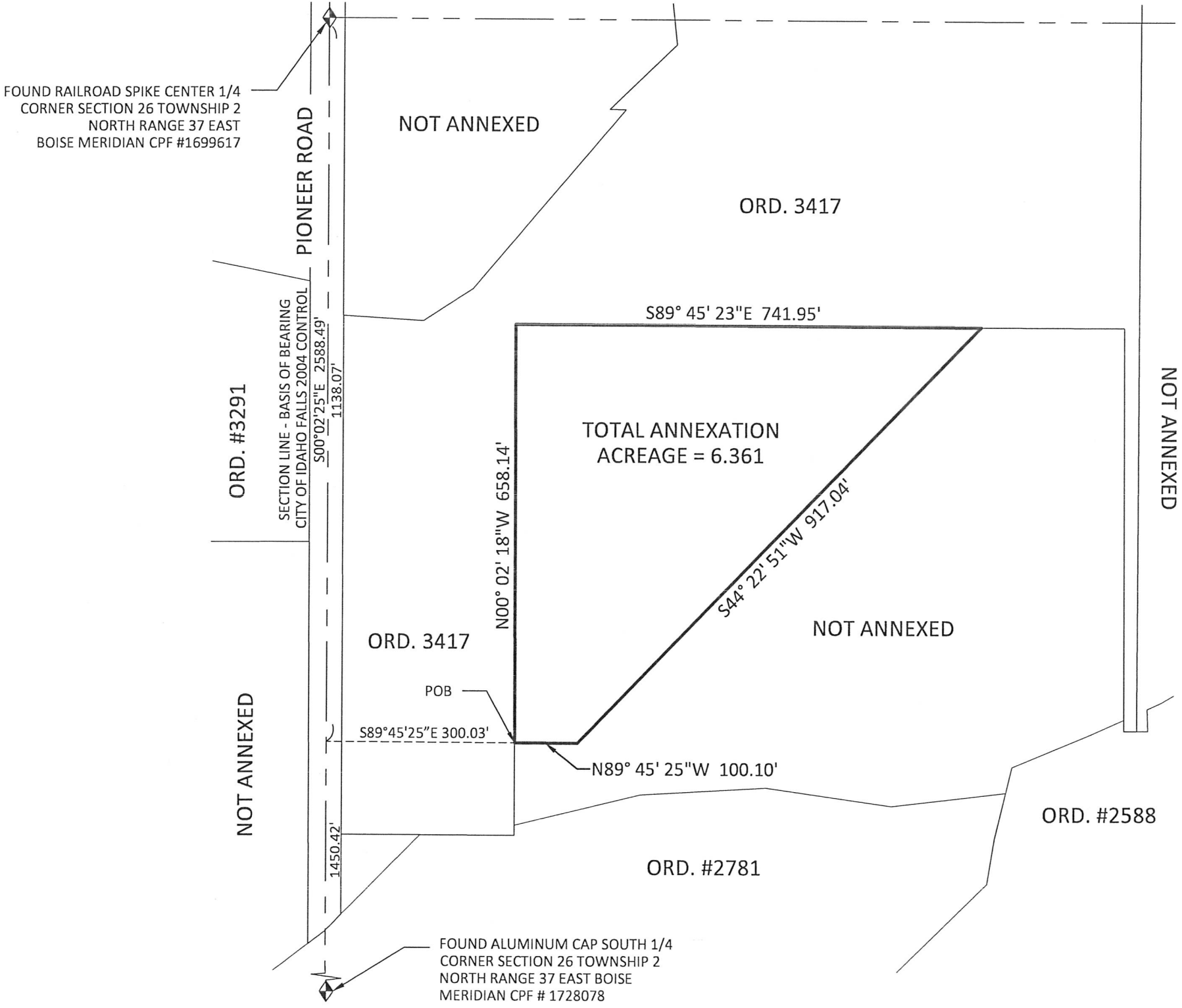
Email: kroland@erengr.com

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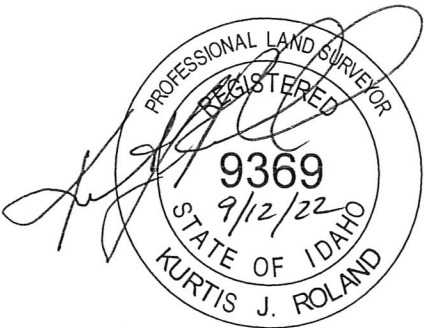
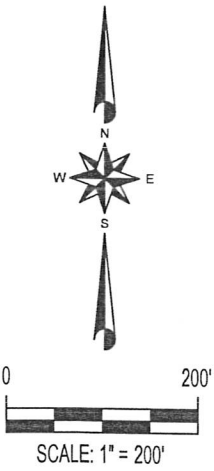
RECORDED WITH THE BONNEVILLE  
COUNTY RECORDERS OFFICE AS  
INSTRUMENT NO. \_\_\_\_\_

ANNEXATION ORDINANCE #  
AN ANNEXATION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
LOCATED IN SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO



ANNEXATION BOUNDARY

BEGINNING AT A POINT THAT IS S.00°02'25"E. ALONG THE NORTH-SOUTH CENTER SECTION LINE 1138.07 FEET AND S.89°45'25"E. 300.03 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE ALONG THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3417 N.00°02'18"W. 658.14 FEET; THENCE S.89°45'23"E. 741.95 FEET ALONG SAID ANNEXATION ORDINANCE NUMBER; THENCE S.44°22'51"W. 917.04 FEET; THENCE N.89°45'25"W. 100.10 FEET TO THE POINT OF BEGINNING, CONTAINING 6.361 ACRES.



**EAGLE ROCK  
ENGINEERING**  
CIVIL • PLANNING • SURVEYING  
IDAHO FALLS (208) 542-2665    REXBURG (208) 359-2665

OFFICES AT:  1331 Fremont Ave. Idaho Falls, Idaho 83402  310 N 2nd East, Suite 153 Rexburg, Idaho 83440	DRAWN BY:	ANGIE GARCIA
	APPROVED BY:	KURT ROLAND
	PROJECT NO.	21069
	SCALE:	1"=200'
	DATE:	AUGUST
	CAD NAME:	ANNEXATION PHASE.DWG



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ANNEXATION OF APPROXIMATELY 6.361 ACRES NORTH OF W SUNNYSIDE, EAST OF PIONEER RD, SOUTH OF PIONEER RD, AND WEST OF SNAKE RIVER PKWY.**

**WHEREAS**, the applicant filed an application for annexation on August 17, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 4, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 27, 2022; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 6.361 acres generally located north of W Sunnyside Rd, east of Pioneer Rd, south of Pioneer Rd and west of Snake River Pkwy.
3. This property is in the Area of Impact and contiguous to City limits along the West and North property lines.
4. This application is a Category "A" annexation.
5. City utilities are present in the area to provide services to this property.
6. The Comprehensive Plan designates this area as Mixed Use Centers and Corridors
7. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

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Rebecca L. Noah Casper - Mayor



# Memorandum

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**File #:** 21-687

**City Council Meeting**

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**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Community Development Services

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## Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 6.361 acres of the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East.

## Council Action Desired

- ☒ Ordinance ☐ Resolution ☒ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Assign a Comprehensive Plan Designation of "Mixed Use Centers and Corridors" and approve the Ordinance establishing the initial zoning for LC, Limited Commercial with Controlled Development Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LC, Limited Commercial with Controlled Development Airport Overlay Zones, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 6.361 acres of the West ½ of the Southeast ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its October 4, 2022, meeting and unanimously voted to recommend approval of LC, Limited Commercial with Controlled Development Airport Overlay Zones to the Mayor and City Council as presented. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The initial zoning legal description has been reviewed by the Survey Division.

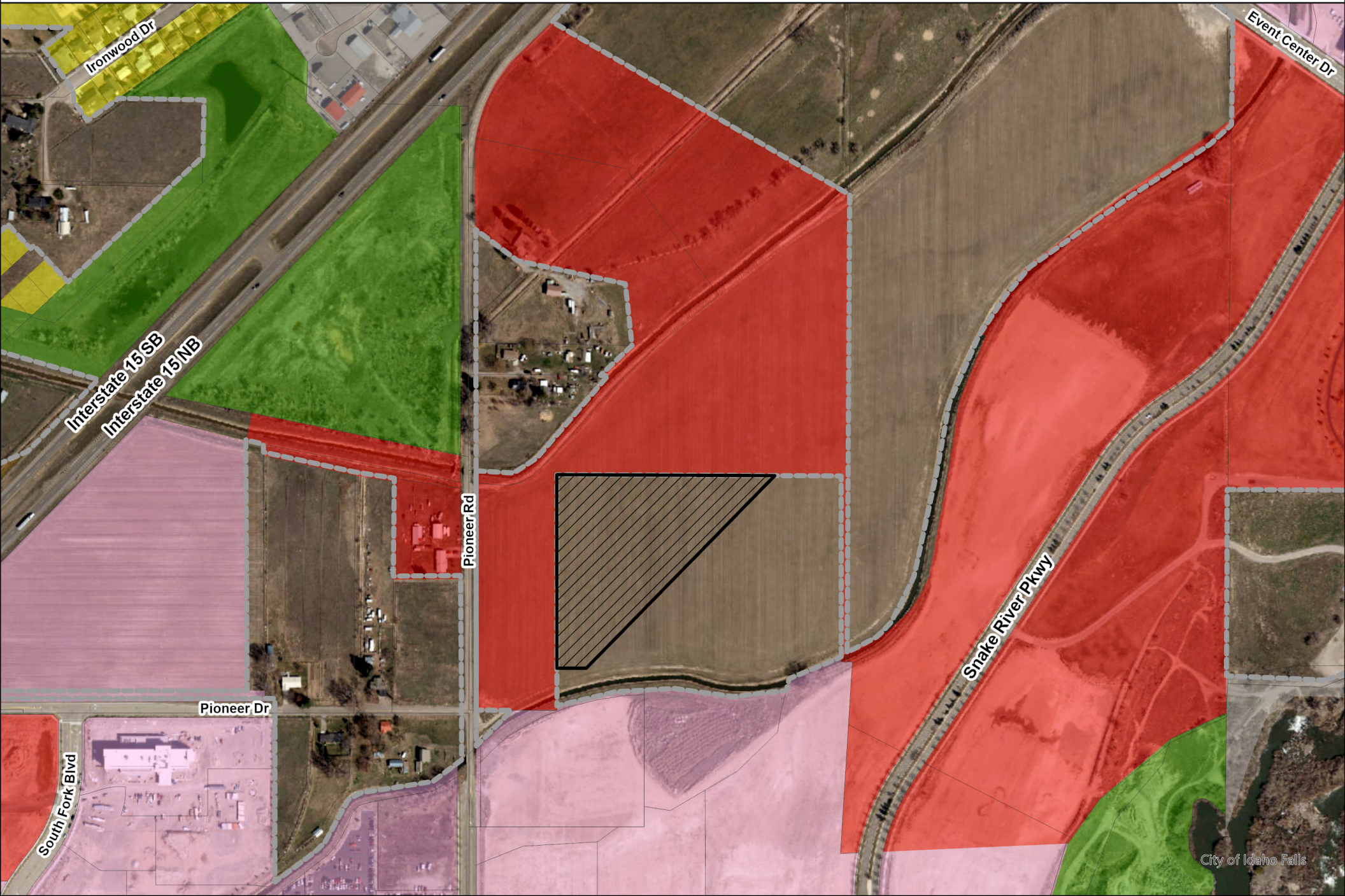
**Fiscal Impact**

NA

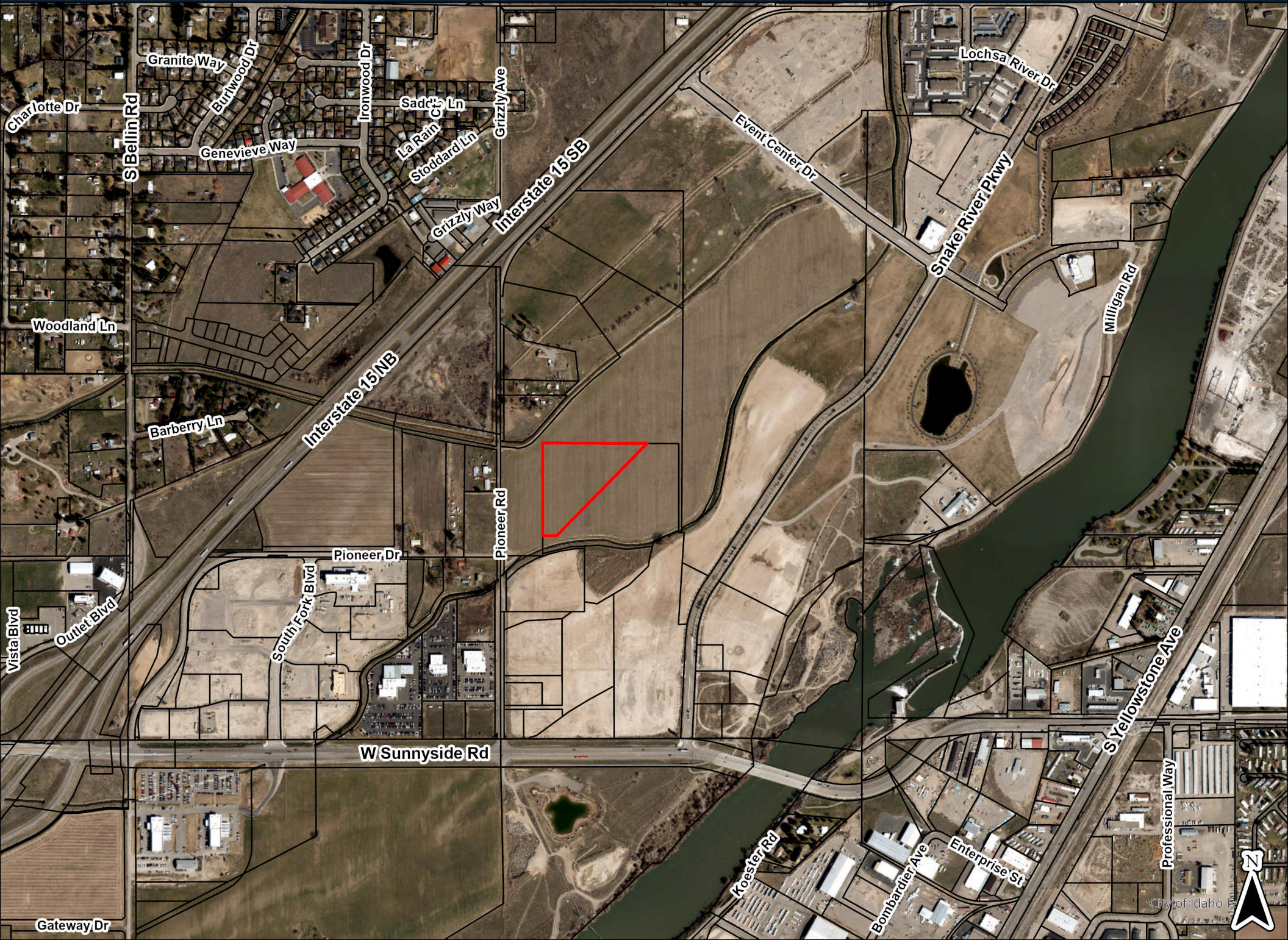
**Legal Review**

This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.



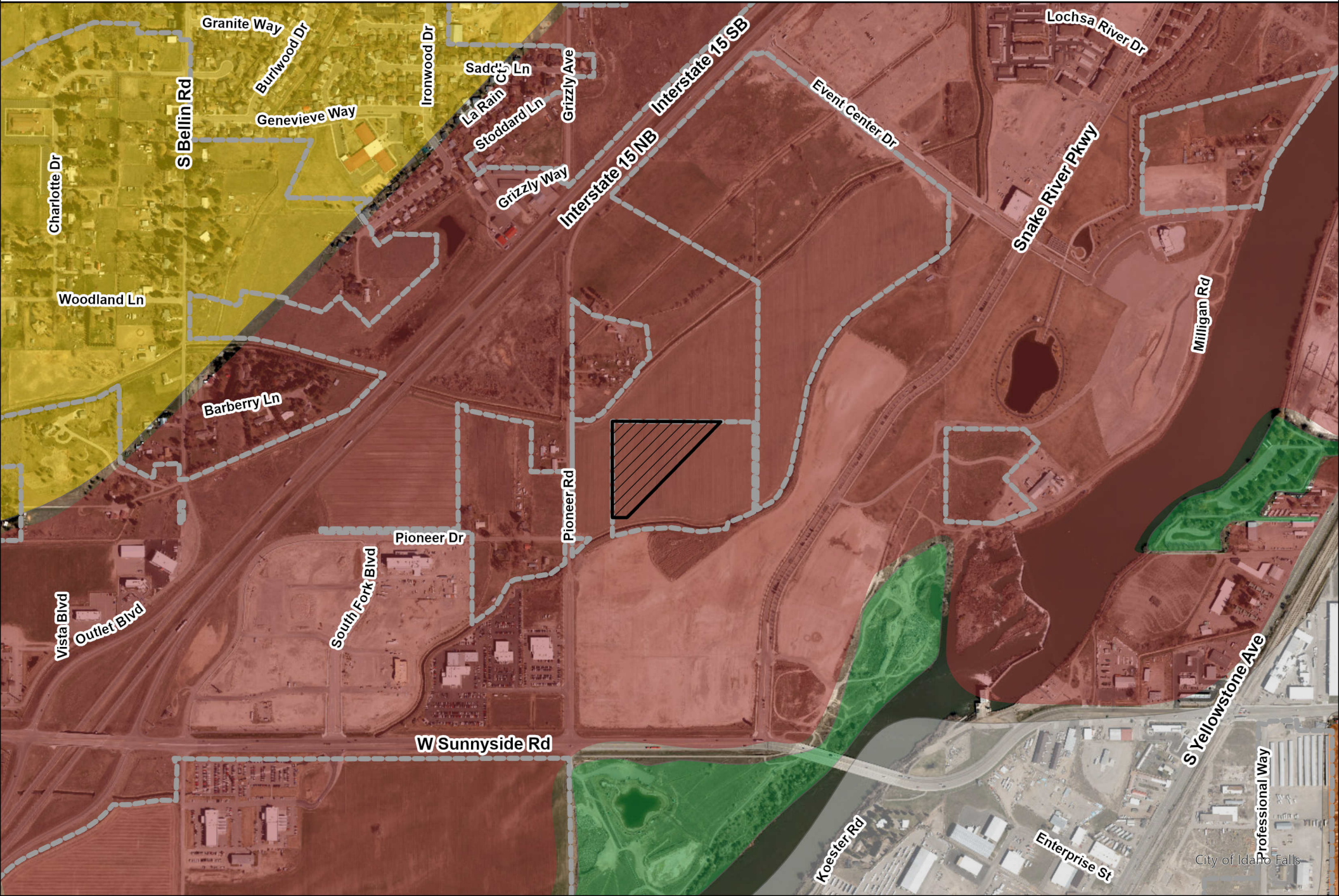








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 6.361 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LC, Limited Commercial and Controlled Development Airport Overlay Zones for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Mixed Use Centers and Corridors”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Mixed Use Centers and Corridors”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on October 4, 2022, and recommended approval of zoning the subject property to LC Zone with the Controlled Development Airport Overlay Zones; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 27, 2022.

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

**SECTION 1:** Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Mixed Use Corridors.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as LC Zone with the Controlled Development Airport Overlay Zones.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LC Zone” and “Controlled Development” the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**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 City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk

(SEAL)

STATE OF IDAHO                    )  
                                                  ) ss:  
County of Bonneville            )

I, JASMINE MARROQUIN, 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 INITIAL ZONING OF APPROXIMATELY 6.361 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
Jasmine Marroquin, Deputy City Clerk





EXHIBIT "A"  
LEGAL DESCRIPTION (Page 1 of 1)

ANNEXATION BOUNDARY

BEGINNING AT A POINT THAT IS S.00°02'25"E. ALONG THE NORTH-SOUTH CENTER SECTION LINE 1138.07 FEET AND S.89°45'25"E. 300.03 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE ALONG THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3417 N.00°02'18"W. 658.14 FEET; THENCE S.89°45'23"E. 741.95 FEET ALONG SAID ANNEXATION ORDINANCE NUMBER; THENCE S.44°22'51"W. 917.04 FEET; THENCE N.89°45'25"W. 100.10 FEET TO THE POINT OF BEGINNING, CONTAINING 6.361 ACRES.

Submitted By:

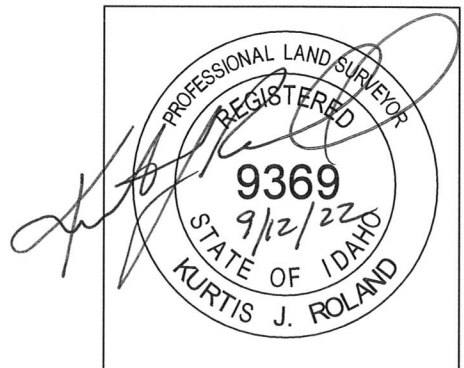
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

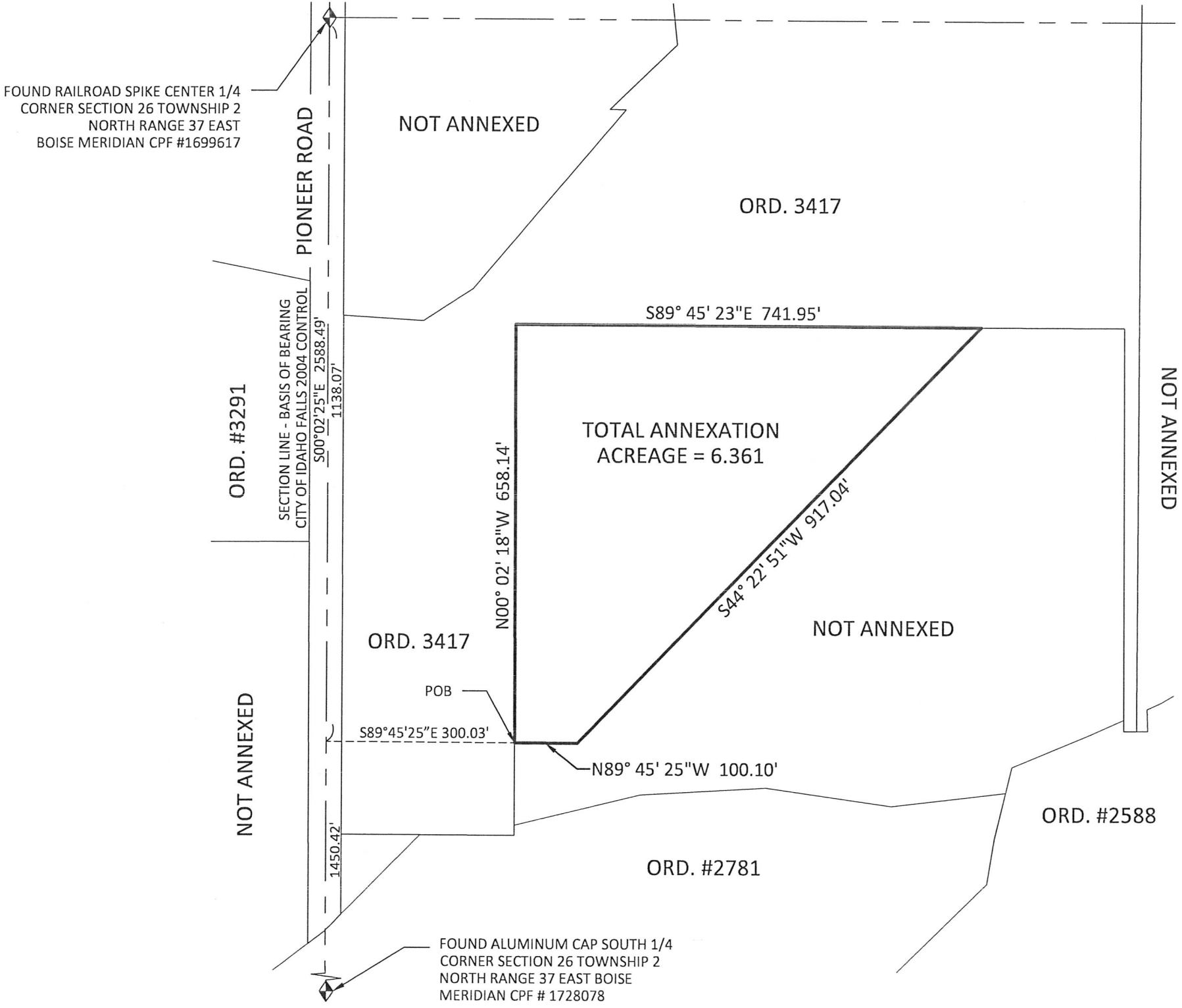
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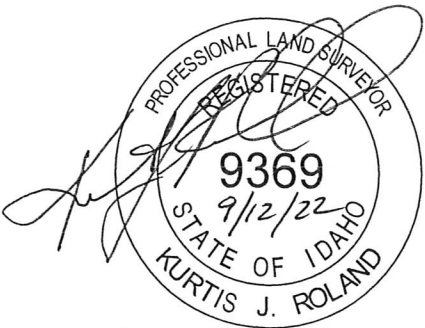
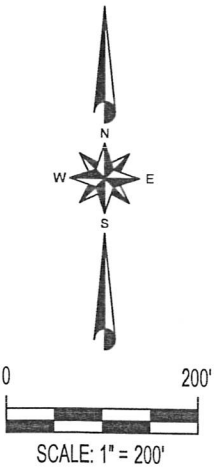
RECORDED WITH THE BONNEVILLE  
COUNTY RECORDERS OFFICE AS  
INSTRUMENT NO. \_\_\_\_\_

**ANNEXATION ORDINANCE #**  
AN ANNEXATION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
LOCATED IN SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO



**ANNEXATION BOUNDARY**

BEGINNING AT A POINT THAT IS S.00°02'25\"E. ALONG THE NORTH-SOUTH CENTER SECTION LINE 1138.07 FEET AND S.89°45'25\"E. 300.03 FEET FROM THE CENTER 1/4 CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE ALONG THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3417 N.00°02'18\"W. 658.14 FEET; THENCE S.89°45'23\"E. 741.95 FEET ALONG SAID ANNEXATION ORDINANCE NUMBER; THENCE S.44°22'51\"W. 917.04 FEET; THENCE N.89°45'25\"W. 100.10 FEET TO THE POINT OF BEGINNING, CONTAINING 6.361 ACRES.



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<b>OFFICES AT:</b>  1331 Fremont Ave. Idaho Falls, Idaho 83402  310 N 2nd East, Suite 153 Rexburg, Idaho 83440	DRAWN BY:	ANGIE GARCIA
	APPROVED BY:	KURT ROLAND
	PROJECT NO.	21069
	SCALE:	1"=200'
	DATE:	AUGUST
	CAD NAME:	ANNEXATION PHASE.DWG

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF LC, LIMITED COMMERCIAL, WITH CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE, APPROXIMATELY 6.361 ACRES, GENERALLY LOCATED NORTH OF W SUNNYSIDE RD, EAST OF PIONEER RD, SOUTH OF PIONEER RD, AND WEST OF SNAKE RIVER PKWY.**

**WHEREAS**, the applicant filed an application for annexation on August 17, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 4, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 27, 2022; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 6.361 acres generally located north of W Sunnyside Rd, east of Pioneer Rd, south of Pioneer Rd, and west of Snake River Pkwy.
3. The Comprehensive Plan designates this area as Mixed Use Center and Corridor.
4. The proposed zoning of LC is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to LC and Controlled Development.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

**PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

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Rebecca L. Noah Casper - Mayor

**File #:** 21-689

**City Council Meeting**

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Terrace Gate Apartments and Barnwood Estates.

## Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☒ Public Hearing
- ☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Planned Unit Development for Terrace Gate Apartments and Barnwood Estates as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Terrace Gate Apartments and Barnwood Estates and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Terrace Gate Apartments and Barnwood Estates. On June 7, 2022, the Planning and Zoning Commission voted to recommend approval of the PUD with a vote of five in favor and one abstention. Staff concurs with Planning and Zoning's recommendation.

## Alignment with City & Department Planning Objectives



Consideration of the PUD must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

## Interdepartmental Coordination

The PUD plan has been reviewed by Engineering, Fire, Parks, Planning, Sanitation, Sewer, and Water.

**Fiscal Impact**

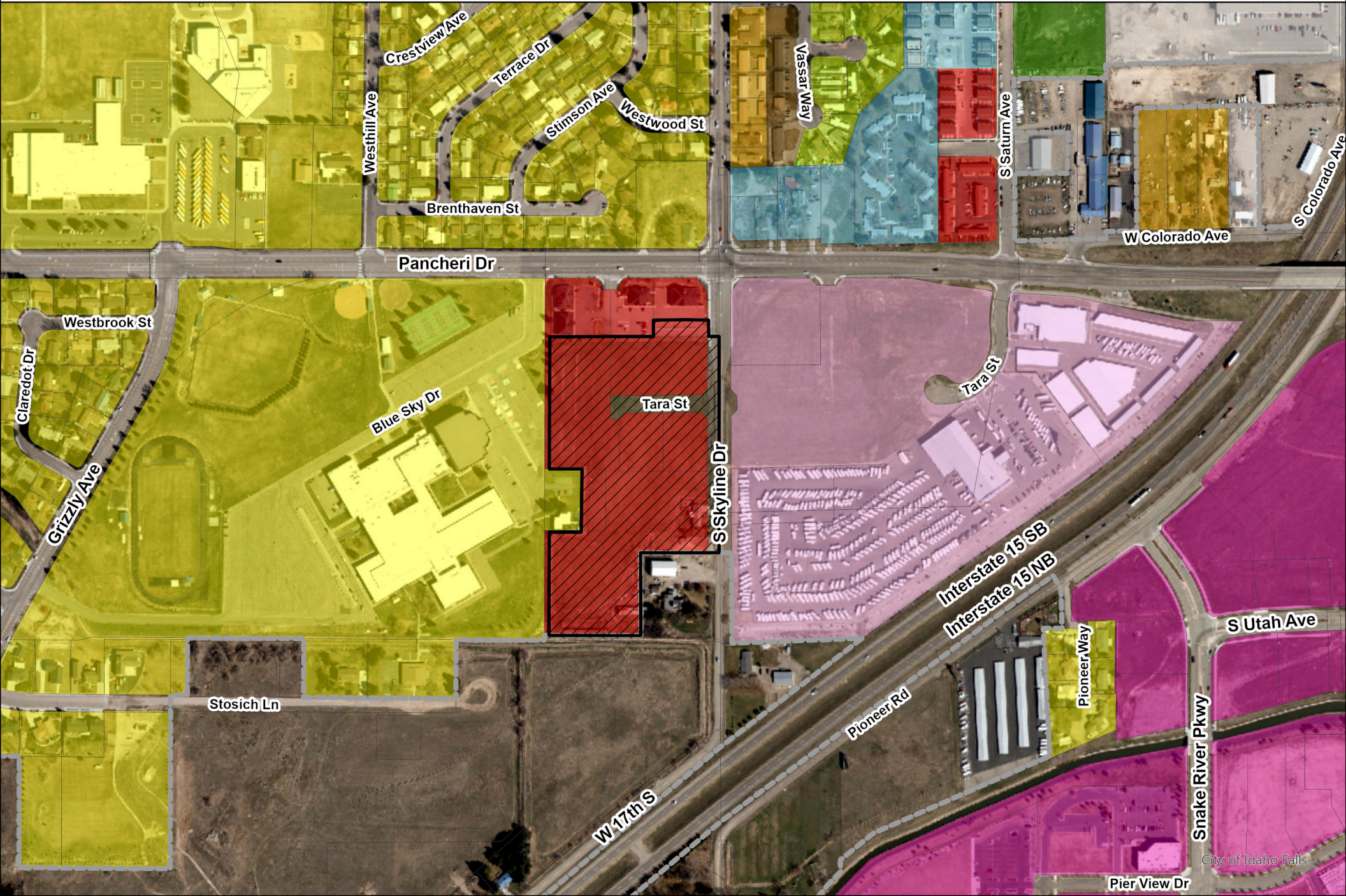
NA

**Legal Review**

This application has been reviewed by the City Attorney's Office pursuant to applicable law.



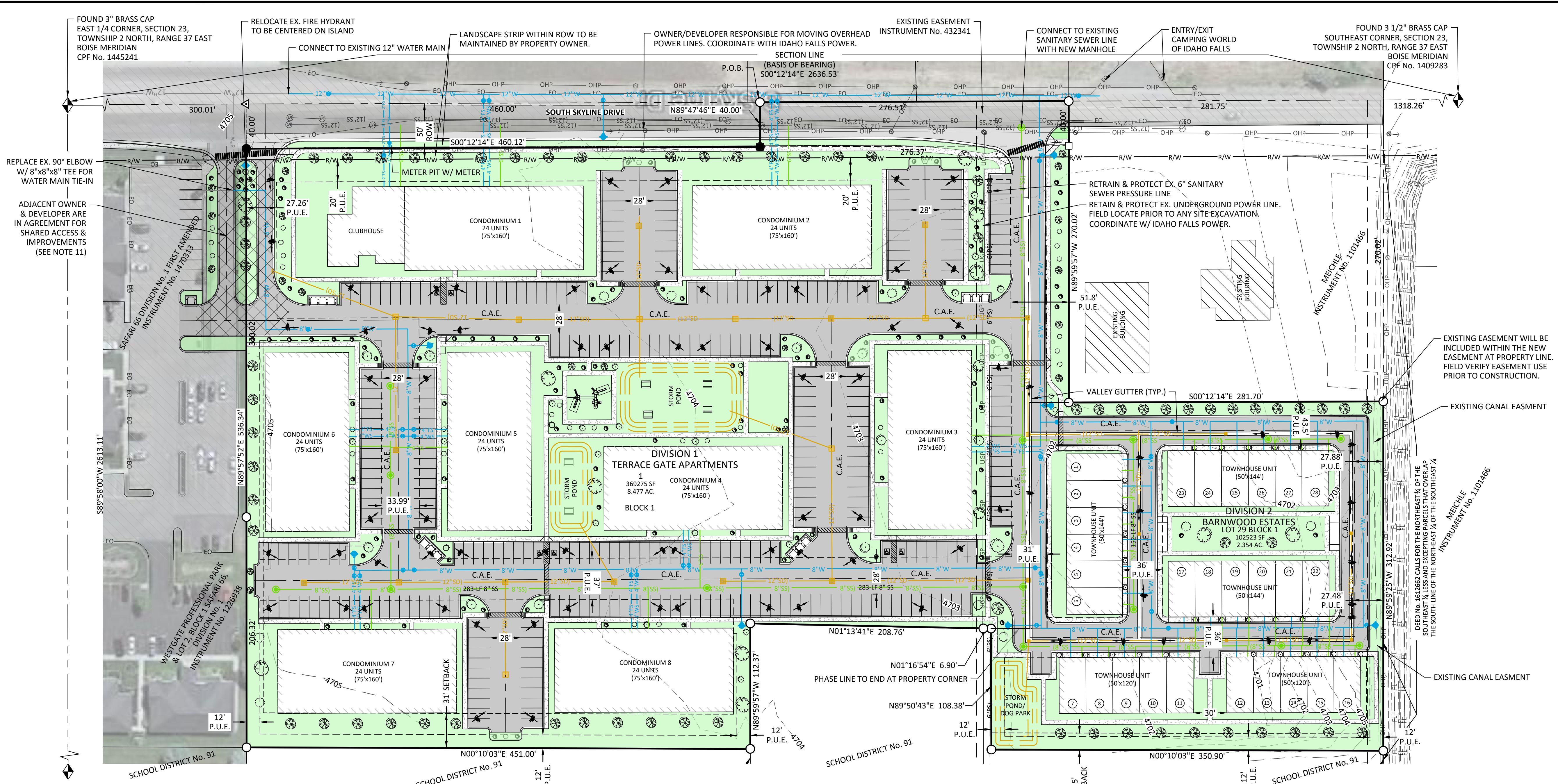
RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P











**BOUNDARY DESCRIPTION:**

BEGINNING AT A POINT THAT IS S.00°12'14"E. 760.01 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE ALONG SAID EAST SECTION LINE S.00°12'14"E. 276.51 FEET; THENCE N.89°59'57"W. 270.02 FEET; THENCE S.00°12'14"E. 281.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N.89°59'25"W. ALONG SAID SOUTH LINE 312.02 FEET; THENCE N.00°10'03"E. 350.90 FEET; THENCE N.89°50'43"E. 108.38 FEET; THENCE N.01°13'41"E. 6.90 FEET; THENCE N.89°59'57"W. 122.37 FEET; THENCE N.00°10'03"E. 451.00 FEET TO THE SOUTH BOUNDARY LINE OF WESTGATE PROFESSIONAL PARK; THENCE N.89°57'52"E. ALONG SAID SOUTH LINE 536.34 FEET; THENCE S.00°12'14"E. 460.12 FEET; THENCE N.89°47'46"E. 40.00 FEET TO THE POINT OF BEGINNING, PURSUANT TO IDAHO CODE, TITLE 55, CHAPTER 15, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

CONTAINING 10.831 ACRES

**NOTES:**

- ALL STORM WATER WILL BE RETAINED ON SITE. STORM SYSTEM COMPONENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
- WATER & SANITARY SEWER SYSTEMS ARE PUBLIC UTILITIES TO BE MAINTAINED BY THE CITY OF IDAHO FALLS.
- TRASH ENCLOSURES ARE TO BE ENCLOSED ON 3 SIDES, WILL NOT REQUIRE ENCLOSURE DOORS.
  - ENCLOSURE TO BE 30' x 8' TO ACCOMMODATE 3 DUMPSTERS
- ALL TOWNHOUSE UNITS WILL BE REQUIRED TO HAVE INDIVIDUAL 95 GALLON RESIDENTIAL TRASH CONTAINERS.
- ALL CONDOMINIUM BUILDINGS WILL BE REQUIRED TO HAVE AN NFPA 13R FIRE SUPPRESSION SYSTEM.
- ALL ACCESS ROUTES ARE TO BE DESIGNATED FIRE ACCESS. NO PARKING SIGNS WILL BE REQUIRED AS NEEDED AT THE FIRE CODE OFFICIALS DISCRETION.
- THE RELOCATION OF ANY STREET LIGHTS, JUNCTION BOXES, CONDUIT, CONDUCTORS, AND POWER POLES IS THE DEVELOPERS RESPONSIBILITY. CONTACT IDAHO FALLS POWER FOR ASSISTANCE.
- ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE 30' (15' EACH SIDE OF CENTER LINE) UNLESS NOTED OTHERWISE.
- THE FIRE SPRINKLER UNDERGROUND WATER SUPPLY IS TO BE INSTALLED BY, OR UNDER THE SUPERVISION OF, A STATE AND CITY OF IDAHO FALLS LICENSED SPRINKLER CONTRACTOR. INSTALLATION CANNOT BEGIN UNTIL THE STATE FIRE MARSHAL APPROVES AND STAMPS PLANS, OR GIVES WRITTEN PERMISSION TO ADVANCE ON THE PROJECT, AND THIS INFORMATION HAS BEEN RECEIVED BY THE FIRE PREVENTION DIVISION OF THE IDAHO FALLS FIRE DEPARTMENT. THE PRIVATE FIRE SERVICE MAIN MUST MEET THE REQUIREMENTS OF NFPA 24 AND PASS ALL INSPECTION POINTS. ALL JOINTS AND CONNECTIONS MUST BE INSPECTED PRIOR TO COVERING. DEPTH OF COVER FOR OUR AREA IS 6' MINIMUM.
- ALL DRIVE AISLES THAT CONNECT TO ANOTHER AISLE WILL BE CONSIDERED A CROSS ACCESS EASEMENT. (TO BE CLARIFIED ON FINAL PLAT)
- NORTH ENTRANCE TO BE A JOINT ACCESS EASEMENT.
  - DIMENSIONS TO BE CLARIFIED ON FINAL PLAT
  - JOINT ACCESS EASEMENT TO BE FILED AND RECORDED PRIOR TO FINAL PLAT APPROVAL
  - SEE AFFIDAVIT OF LEGAL INTEREST FOR TERMS OF AGREEMENT
- DIVISIONS 1 & 2 TO BE CONSTRUCTED SIMULTANEOUSLY.
- SEE IDAHO FALLS POWER CONTRACTOR MAP FOR ELECTRICAL & FIBER CONDUIT, ETC.
- CROSS ACCESS EASEMENTS COVER THE ENTIRE DRIVE ISLE NETWORK FOR USE BY PROPERTY OWNERS, LICENSEES, INVITEES, AND EMERGENCY RESPONDERS.

**LAND USE NOTES:**

CURRENT ZONE = LC  
PROPOSED USE = MULTI FAMILY  
TOTAL PROJECT AREA = 10.408 ACRES (453376.71 SF)  
TOTAL OPEN SPACE PROVIDED = 116001.22 SF (25.59%)

TOTAL PARKING AREA PROVIDED = 154992.81 SF (34.19%)  
LANDSCAPING WITHIN PARKING AREA = 15240.99 SF (9.83%)

LANDSCAPE TREES ALONG S. SKYLINE DRIVE TO BE SPACED 40' APART  
LANDSCAPE TREES ALONG BOUNDARY TO BE SPACED 20' APART MIN.  
- NO TREES OR SHRUBS OVER 3' TALL IN THE 15' CLEAR VISION TRIANGLES.

STANDARD OPEN SPACES = 338  
HANDICAP STALLS PROVIDED = 6  
GARAGE SPACES PROVIDED = 56  
REQUIRED SPACES = 336

UNIT SUMMARY  
TOWNHOUSE UNITS (5) (ALL WITH GARAGES)  
28 TOTAL UNITS

2 LEVELS-BUILDING HEIGHT = 24'  
CONSTRUCTION TYPE= V-B

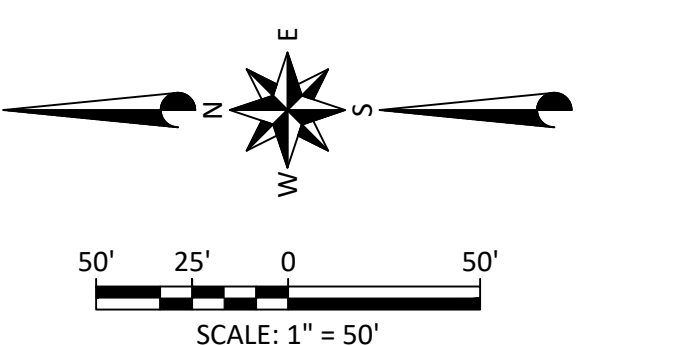
CONDOMINIUM UNITS (8)  
192 TOTAL UNITS (48-1 BEDROOM, 96-2 BEDROOM, & 48-3 BEDROOM)  
3 LEVELS-BUILDING HEIGHT = 32'  
CONSTRUCTION TYPE= V-B

NOTE:  
1. THE NUMBERS USED ABOVE FOR CALCULATIONS DO NOT INCLUDE THE PORTION OF THE LOT TO BE DEEDED AS RIGHT-OF-WAY LOCATED ALONG SOUTH SKYLINE DRIVE.

**LEGEND:**

- SECTION CORNER
- PLACED 5/8 INCH MONUMENT W/ CAP MARKED P.L.S. 9369
- FOUND 1/2" IRON ROD W/ CAP MARKED P.L.S. 9369
- FOUND 5/8" IRON ROD W/ CAP MARKED P.L.S. 9369
- PUBLIC UTILITY EASEMENT
- TYPICAL
- CROSS ACCESS EASEMENT
- JOINT ACCESS EASEMENT
- SECTION LINE
- PROPERTY LINE
- LOT LINE
- R/W
- RIGHT-OF-WAY
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- SETBACK
- DIVISION LINE
- SS
- EXISTING SEWER PIPE
- 6"PS
- EXISTING PRESSURE SEWER PIPE
- W
- EXISTING WATER PIPE
- 8"SS
- NEW PUBLIC SEWER PIPE
- 8"W
- NEW PUBLIC WATER PIPE
- 12"SD
- PRIVATE STORM DRAIN PIPE

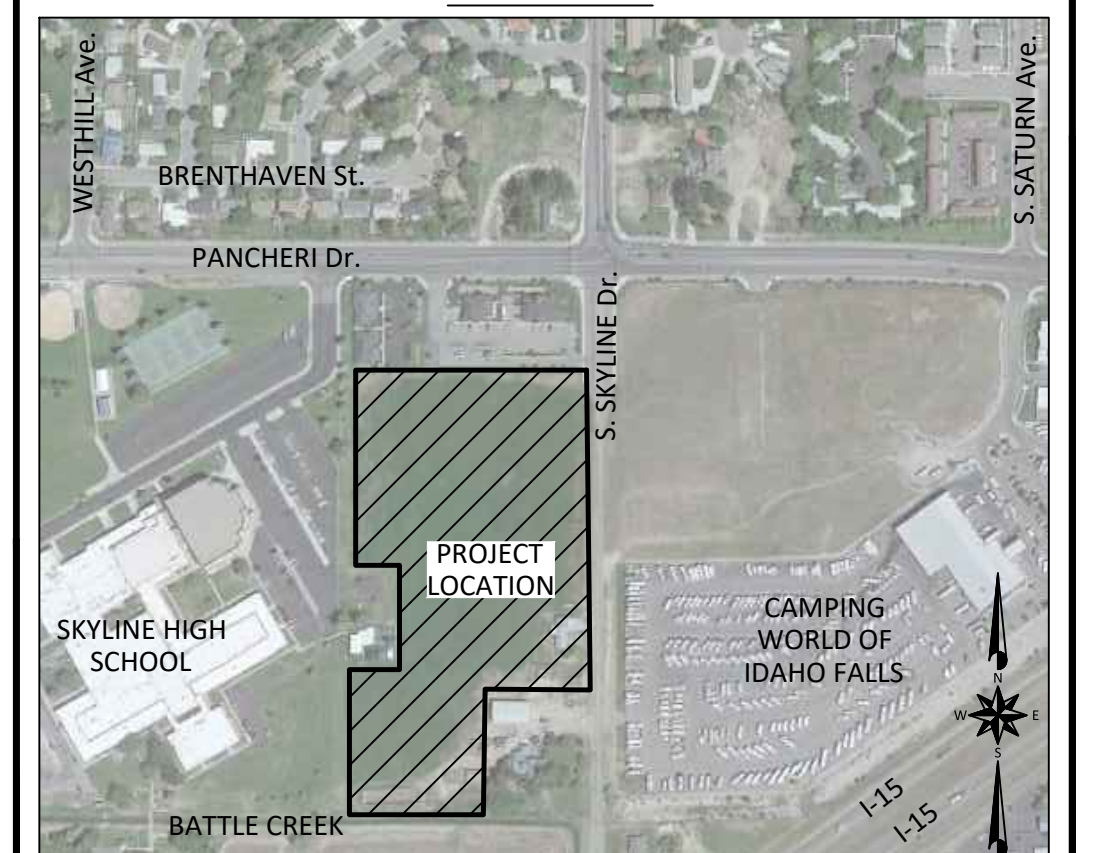
- | EXISTING | PROPOSED |                      |
|----------|----------|----------------------|
| W        | W        | PUBLIC WATER MANHOLE |
| W        | W        | PUBLIC WATER VALVE   |
| W        | W        | PUBLIC HYDRANT       |
| W        | W        | PUBLIC SEWER MANHOLE |
| W        | W        | PRIVATE CATCH BASIN  |
| W        | W        | TRASH CONTAINER      |
| W        | W        | EXISTING POWER POLE  |
| W        | W        | LIGHT POLE           |
| W        | W        | ELECTRIC BOX         |
| W        | W        | RISER CABLE TV       |
| W        | W        | STOP SIGN            |
| W        | W        | EXISTING ASPHALT     |
| W        | W        | NEW ASPHALT          |
| W        | W        | DRAINAGE FLOW        |



**NOTES**

- The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
- A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
- Any changes** to this site plan shall be submitted to the City of Idaho Falls Community Development Services Department for approval prior to construction.
- Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
- Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Drawings and Specifications**.
- A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
- A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Division must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
- Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Division. The Division shall be notified at least four (4) hours prior to placing (208-612-8250).
- All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
- Replace** all broken or poor quality curb, gutter, and sidewalk.
- Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
- A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.
- All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Wastewater Division prior to backfilling (208-612-8108). All 4" and larger taps to existing City water mains shall be inspected by the City Water Division (208-612-8471) prior to backfilling. Verification of a passing bacteria test for the installation of all new water mains 4" and larger in diameter must be submitted to the City Engineering Division prior to placing mains into service.
- Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawings and Specifications - Drawings IF-401A through IF-401F. Water meters are required on all non-residential construction as well as common landscaped areas. Residential construction must install an idler in place of water meter. Meters or idlers must be on approved material list and may be purchased from the Water Division warehouse (208-612-8474).
- Fire flow and access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
- Private fire service water mains** shall be installed by a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
- All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
- All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
- Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
- In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

**VICINITY MAP**



CITY OF IDAHO FALLS COMMUNITY DEVELOPMENT SERVICES  
IDAHO FALLS SDN 2/2018  
Approved: Naysha Foster Date: 09/29/2022  
City of Idaho Falls

**PROPERTY LEGAL DESCRIPTION**  
SEE FUTURE FINAL PLAT FOR TERRACE GATE APARTMENTS & BARNWOOD ESTATES AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO

**IMPROVEMENT DRAWINGS CONTACT PERSON**  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_

**TERRACE GATE APARTMENTS & BARNWOOD ESTATES  
PLANNED UNIT DEVELOPMENT**

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
21068	R. JORDAN	9/7/22	1 of 1
SCALE: 1"=50'	CHECKED BY: K. ROLAND	REVIEW NO.: ---	

Designed By:

# EAGLE ROCK ENGINEERING

CIVIL • PLANNING • SURVEYING  
IDAHO FALLS (208) 542-2665 • REXBURG, (208) 359-2665

File Location: \\projects\2021\21068 terrace gate apartments & barnwood estates (idaho property)\0.0 design\1.1 can\1.1 preliminary\21068.mxd  
Plotted By: russell  
Date Plotted: Wednesday, September 7, 2022 at 12:26 PM





**PERSPECTIVE**  
3D MODELING AND VISUALIZATION





**PERSPECTIVE**

3D MODELING AND VISUALIZATION



PERSPECTIVE  
TO WEBBLINE AND VISUALIZATION

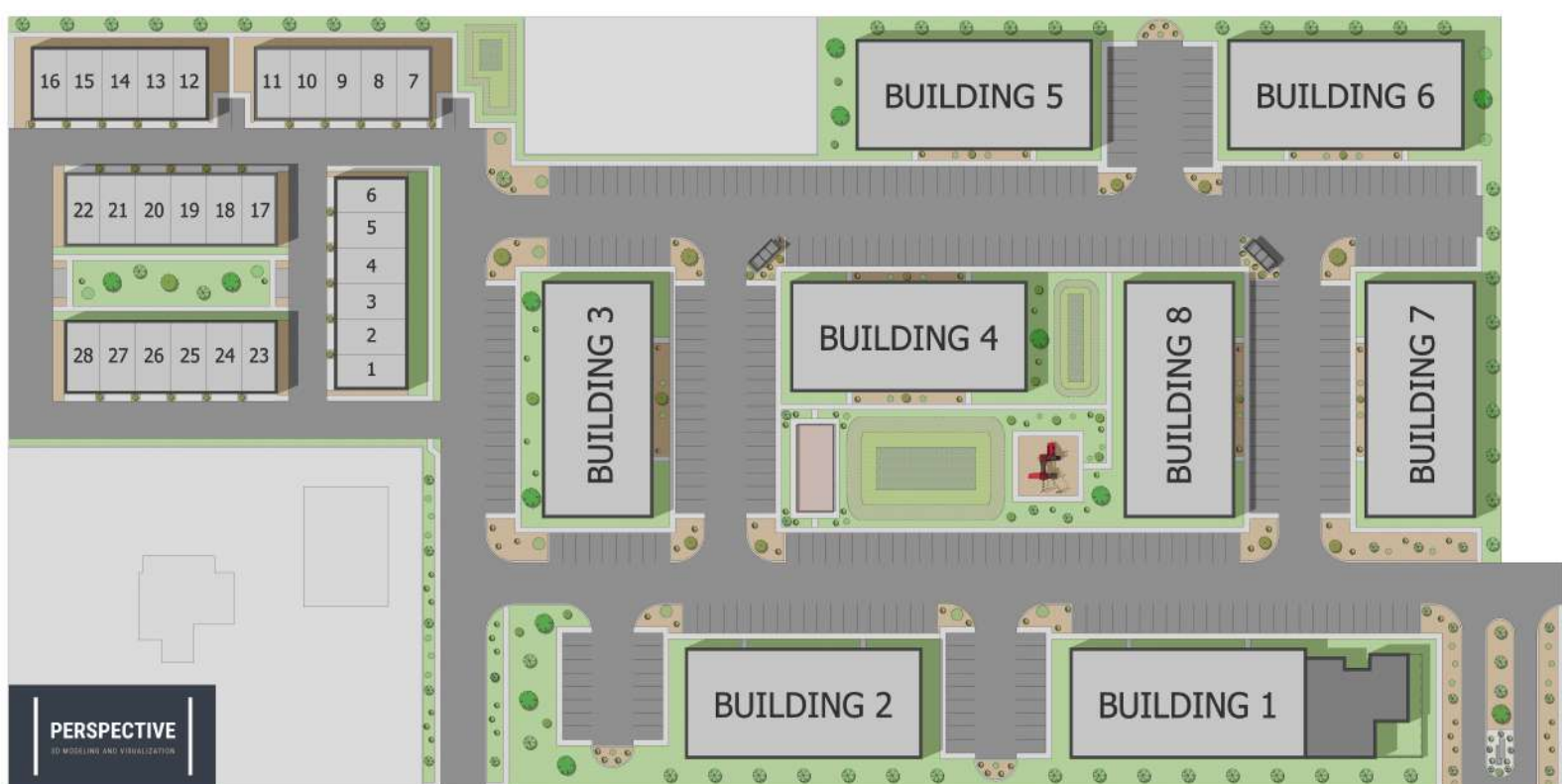




PERSPECTIVE

TO ILLUSTRATE AND VISUALIZE









12. WHEELING AND OVERALLTONE



**STAFF REPORT**  
**Planned Unit Development**  
**Terrace Gate Apartments and Barnwood Estates**  
**October 27, 2022**



Community  
Development  
Services

**Applicant:** Eagle  
Rock Engineering

**Project Manager:**  
Naysha Foster

**Location:** Generally  
located north of W  
17<sup>th</sup> S, east of Grizzly  
Ave, south of Pancheri  
Dr, west of Skyline  
Dr.

**Size:** 11.253 acres

**Units:** 220

**Existing Zoning:**

Site: LC  
North: LC  
South: County A-1  
East: HC  
West: R1

**Existing Land Uses:**

Site: Vacant  
North: Dr Offices  
South: Res/Vacant  
East: Commercial/  
Camping World  
West: School

**Future Land Use**

**Map:**  
Suburban and Mixed  
Use Centers &  
Corridors

**Attachments:**

1. Maps
2. Aerial photos
3. PUD Site Plan
4. Elevations
5. PUD Standards

**Requested Action:** To approve the Planned Unit Development for Terrace Gate Apartments and Barnwood Estates.

**History:** 3.75 acres was annexed and zoned C-1 in January of 1999. It was then platted into 3 lots and ROW (Tara St) in March of 1999. The 3.75 acres was rezoned during the City Initiated, City wide zone change to LC in April of 2018. The remaining 7.5 acres was annexed December 10, 2021. Prior to the adoption of the ImagineIF Comp Plan in 2022 the future land use was Commercial and Higher Density. Initial zoning at the time of annexation was based on the 2013 Comp plan.

**Staff Comments:** The application for the proposed PUD was submitted on December 29, 2021. The first phase of the proposed PUD consists of 8 three story apartments buildings, with 24 units in each building for a total of 192 apartments. This phase will have four amenities, including a Clubhouse.

Phase two will consist of three six-plexes, and two five-plexes for a total of 28 townhouse style units. Each townhome will have a two-car garage. Phase two will also have an amenity. The ordinance requires one amenity per 50 units.

There will be two accesses to S Skyline Dr, a minor arterial. The north access will be a shared access with the businesses to the north. Tara Street has been vacated and the property will be platted. The landscaping is just under the 25% requirement (not including the buffer areas or the 10% internal parking lot) at 24.3%. The applicant is asking for a variance to eliminate the buffer along the school district boundary adjacent to the parking area. A variance was requested for a reduction in setbacks for the northwest corner, but that issue has been resolved. Staff is supportive of these variances because of the development's proximity to Skyline High School and the large amounts of public open space in the general vicinity.

The required parking is 412 total spaces, include the two-car garage space with the townhomes. The development will provide a total of 412 spaces including the two-car garage spaces.

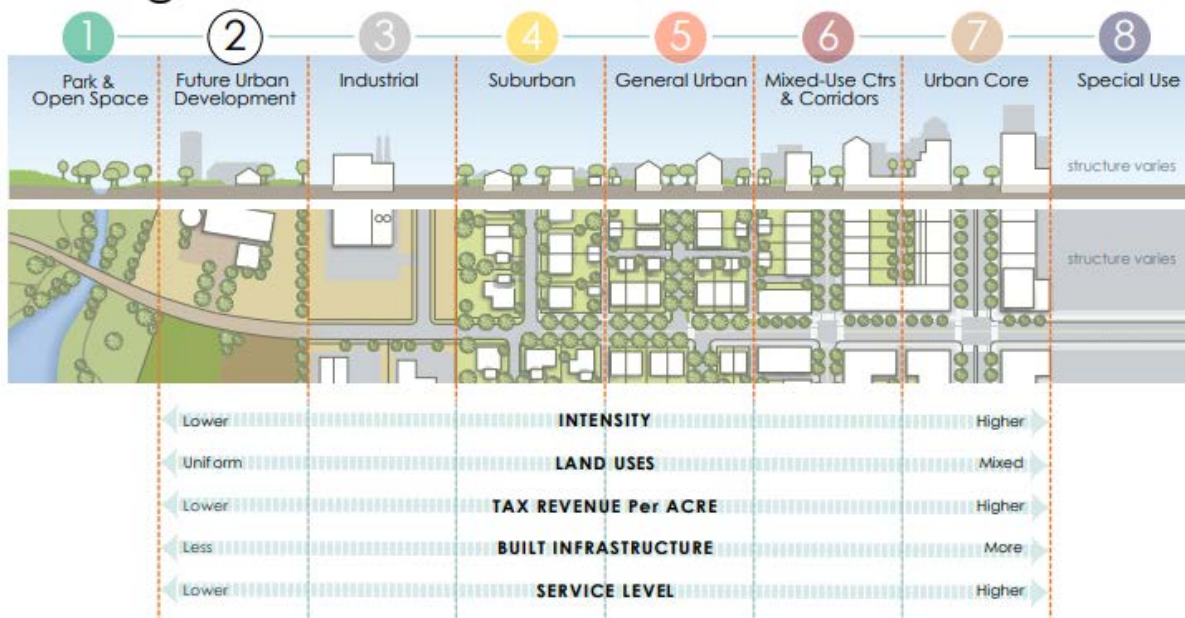
R3A regulations apply for residential in the LC Zone. The density for this lot would allow 35 units per gross acre, however the applicant is proposing 19 units per acre.

**Staff Recommendation:** Staff and the Planning and Zoning Commission recommend approval of the PUD. With the identified variances the PUD conforms to the requirements outlined in section 11-26(W) of the Zoning Ordinance.

<b>PUD Standards</b>	<b>Staff Comments</b>
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of 11.253 acres. The minimum site size for a PUD shall be 2 acres, with the exception in Section 11-2-6(W)(4)(a), that allows a smaller lot if it is considered redevelopment or provides a public benefit or amenity.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD.	The underlying district is LC. The R3A standards for residential shall govern the project.
Unified Control:	The PUD will include a Home Owners Association.
Density: The residential density in the R3A zone with a PUD is 35 units per gross acre.	The developer is proposing 19 units per gross acre.
Location of Buildings and Structures: The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height	The building height for LC (R3A for residential use) is 35 feet. Setback on the west property line adjacent to R1 require additional setbacks. Two feet for every foot of building height over 24 feet (wall height). Set back will need to be 31 feet from west property line for the apartments.
Arrangement and Design: Residential buildings include a high quality of design and should be separated and arranged to provide for private space in addition to common areas.	The arrangement of the townhomes will provide some private space, but also be open to the common areas.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping.
Common Space: All PUDs shall provide common and landscaped areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space.	The proposed PUD is slightly under the twenty five percent requirement at 24.3%.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of the amenities should increase as overall acreage and scale of the development increases.	This development would be required to have four amenities. Four are proposed in phase 1 and one amenity in phase 2.
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures and amenities.	The PUD will provide sidewalks within the development.
Phasing:	The applicant is proposing two construction phases.

## Comprehensive Plan:

### ImagineIT Transects



## Zoning:

### 11-6-3: APPLICATION PROCEDURES.

(1) Application Procedures for a Planned Unit Development (PUD).

(8) Approval of the PUD shall expire if no effort is made to complete the PUD within eighteen months from the date of Council's approval of the development plan.

### 11-2-6: (W) Planned Unit Development (PUD).

(1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:

- Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
- Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
- Achieve a compatible land use relationship with the surrounding area.
- Promote redevelopment and reuse of previously developed property.
- Encourage development of vacant properties within developed areas.
- Provide usable and suitably located common space, recreation facilities or other public/common facilities.
- Facilitate functional and efficient systems of streets, pathways, utilities, and municipal



services on and off site.

(h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.

(i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.

(j) Ensure appropriate phasing of development and amenities.

(k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.

(2) Allowed Uses.

(a) All uses allowed in the underlying zone.

(b) Limited commercial uses in mixed use developments not otherwise allowed in the base zone as set forth in Chapter 2 Land Use Regulations of when:

(i) The uses are consistent with the character of the neighborhood, mitigate impacts to the surrounding area and are sited and designed such that the activities present will not detrimentally affect residential uses.

(ii) The uses do not create a traffic or pedestrian safety hazard or generate traffic more than the capacity of the public streets serving the development or its own proposed access points to those streets.

(iii) The limited commercial uses within a residential zone do not constitute more than twenty percent (20%) of the gross land area of the PUD.

(3) General Requirements.

(a) Unified Control. The development site of a PUD shall be under unified ownership or control and shall be planned as a whole so all landscaping, off -street parking and other common areas can be properly maintained.

(b) Establishing Additional Standards. In addition to general building and development standards, additional design standards may be imposed in the approval of a conditional use to satisfy the criteria for PUD development as set forth in this Section. The requirement of additional conditions to implement these standards shall be consistent with the process for approval of a conditional use permit for a PUD as set forth in Chapter 6 Administration.

(c) Applicability of Other Regulations. Unless otherwise approved through the Conditional Use Permit, a PUD shall conform to all requirements set forth elsewhere in this Code, Subdivision Regulations, Standard Specifications and Drawings, and all other applicable regulations and standards of the City of Idaho Falls.

(d) Approval Process. The application requirements, review steps and approval process for a PUD as set forth in Chapter 6 Administration.

(4) Dimensional Requirements. Dimensional standards, including minimum lot size, setbacks, maximum density and height, and required parking and parking dimensional standards, if different from the regular requirements of this code shall be established for each individual PUD based upon the following criteria:

(a) PUD Size. The minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping or provides a public benefit or amenity.

(b) Lot Size. There shall be no minimum lot size.

(c) Density.

(i) The maximum density allowed in residential zones is set forth in Table 11-2-4

Maximum Residential Density:

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	8
R1	8
R2	17
TN	17
R3	35
R3A	35

(ii) For other base zones where residential uses are allowed, the maximum density allowed shall be thirty-five (35) dwelling units per gross acre.

(iii) The maximum number of units permissible in each individual zone shall be calculated separately, and no allowed dwelling unit density can be transferred between zones.

(d) Setbacks shall reflect the general standards of the area and character of the neighborhood in which the PUD is located.

(i) In residential PUDs, the established setbacks of residential properties contiguous to or across the street from the PUD, shall constitute the minimum setback for the perimeter area of the PUD which it is contiguous to.

(ii) Internal setbacks between buildings or internal lot lines within residential PUDs may be established as part of the PUD process.

(e) Height. The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height.

(5) Landscaping and Buffering.

(a) All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.

(b) Landscape plans shall be submitted as part of the PUD application.

(c) Internal landscaping area, excluding required buffers, shall provide the following, a minimum one (1) tree per five thousand square feet (5,000 ft<sup>2</sup>). A minimum of two (2) shrubs for each required tree. The use of native vegetation which reduces water consumption is encouraged.

(d) Alternate tree spacing can be requested as part of the PUD but shall not reduce the total minimum number of trees required.

(e) All PUDs that include limited commercial uses or residential uses contiguous to existing commercial uses shall provide a buffer from contiguous residential uses that are not part of the PUD development.

(i) The buffer shall be no less than ten feet (10') in width and shall include trees with no less than twenty foot (20') centers separating them; and

(ii) A six foot (6') opaque fence (opaque fence shall not include chain link fencing with or without slats) or a dense hedge of shrubbery which shall attain a height of at least six feet (6').

(7) Streetscapes.

(a) All PUDs shall have frontage on a public or an approved private street.

(b) The development shall provide safe, inviting, and attractive streetscapes.

(c) Except for the area occupied by a permitted driveway, a landscape strip shall be provided and maintained along the side of the property bordering any public or private street that is closest to the portion of the lot containing a structure or other development.

(i) The landscape strip contiguous to perimeter public streets shall be no less than twenty feet (20') in width and shall include trees (with no less than thirty feet (30') centers separating them) and lawn or other ground cover.

(ii) The landscape strip contiguous to internal public and private streets shall be no less than ten feet (10') in width and shall include trees (with no less than forty feet (40') centers separating them) and lawn or other ground cover.

(d) Trash enclosures and dumpsters shall not be located within setbacks or contiguous to any Street.

(8) Common Space. All PUDs shall provide common space and landscape areas as follows:

(a) Not less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.

(b) Common space may include an open space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities.

(c) Common spaces shall not include areas within any road, driveway, parking area, sidewalk contiguous to a public or private street, required landscape strip or buffer, and a drainage facility that does not include additional physical amenities, as identified in this Section, beyond open space.

(9) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

(a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.

(b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

(c) PUDs shall provide at least one (1) of the following amenities:

- (i) Private or public recreational facility, such as a swimming pool, ball courts, or playground, in scale with the development.
- (ii) Private or public plaza, pedestrian mall, garden, arboretum, square or other similar open space.
- (iii) Public access to or additions to the greenbelt, neighborhood park systems or other public open space or enhanced pedestrian connections to adjacent employment and shopping centers.
- (iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.
- (v) Water features, sculptures or work of art.
- (vi) Private streets that include landscaped medians.
- (vii) A drainage facility developed with additional physical amenities beyond open space.
- (viii) Similar amenities which reflect the purposes of this Section as approved.

(10) Pedestrian system.

(a) PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties.

(b) The pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.

(11) Phasing. Phasing of development and associated public and private improvements is permitted, subject to an approved phasing schedule. Phased development shall be considered with the initial PUD approval process and a phasing schedule shall be approved as part of the development plan. Proposed amenities shall be constructed with the first phase or approved according to the phasing schedule, provided that a majority of the improvements occur within the first phase. Upon approval of the development plan and schedule for all phases of the PUD, each phase of the development may occur in accordance with the review and approval procedures, as specified by this Code.



June 7, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, George Morrison, Glen Ogden, Brent Dixon (late 7:15 p.m.) Kristi Brower (via Webex), Arnold Cantu (via Webex) Lindsey Romankiw (via Webex)

**MEMBERS ABSENT:** Margaret Wimborne

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** Applicant for Item No. 7, has withdrawn the application (Plat 22-017: Final Plat for Bentley Subdivision No. 1.

**MINUTES:** Morrison had 3 typos to modify. **Ogden moved to accept the minutes of May 3, 2022, Morrison seconded the motion. Denney called for roll call vote: Romankiw, yes; Cantu, yes; Brower, yes; Morrison, yes; Ogden, yes. The motion passed unanimously.**

**Public Hearing(s):**

**2. PUD 21-008: PLANNED UNIT DEVELOPMENT for Terrace Gate Apartments & Barnwood Estates.**

Denney opened the public hearing.

**Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont, Idaho Falls, Idaho.**

Roland presented that it is 11.25 acres zoned LC, with surrounding property zoned LC, County A1, HC, and R1. Roland is proposing 192 apartments, and 28 townhomes on the property. Roland stated that there will be 2 access points on the property, and they are meeting the 25% landscape. Roland stated that they have 412 parking spaces, and the townhomes will have 2 car garages. Roland stated that the zoning will allow 35 units per acre, and this development proposes 19 units per acre.

Ogden asked if they should address the letter now. Ogden stated that there was letter received from the New Sweden Irrigation referencing the canal. Roland indicated that they have been in contact with the Irrigation District and all concerns have been satisfied.

Foster presented the staff report, a part of the record.

Morrison asked if they could do any sort of architecture on the ends of the buildings as they are plain. Roland deferred to developer. Developer indicated that they turn out nice in the end.

No one appeared in support or opposition.

Denney closed the public hearing.

Ogden asked if they needed to include the requested adjustments in a motion.

**Ogden moved to Recommend to the Mayor and City Council approval of the PUD for Terrace Gate Apartments and Barnwood Estates and approve the variance requested, as**

**presented, Morrison seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Cantu, yes; Ogden, yes; Morrison, yes; Dixon, Abstain. The motion passed.**

Dixon abstained because he missed the first part of the presentation.

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **PLANNED UNIT DEVELOPMENT OF TERRACE GATE APARTMENTS AND BARNWOOD ESTATES, LOCATED GENERALLY NORTH OF W 17<sup>TH</sup> S, EAST OF GRIZZLY AVE, SOUTH OF PANCHERI DR, WEST OF SKYLINE DR.**

**WHEREAS**, the applicant filed an application for a PUD on December 29, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 7, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 27, 2022; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The PUD is an approximately 11 acre parcel located generally north of W 17<sup>th</sup> S, east of Grizzly Ave, south of Pancheri Dr, and west of Skyline Dr.
3. The property is currently zoned LC, Limited Commercial.
4. The proposed PUD consists of eight three story condominium buildings, each with 24 units, totaling 192 condominium units. And five townhome style buildings with garages for a total of 28 townhomes.
5. The PUD provides two amenities, including a playground and a clubhouse.
6. Two variances were granted to the development standards:
  - a. to eliminate the buffer between the School District property boundary and the parking area
  - b. A reduction in the required landscaping from 25% to 24.3%
7. An additional variance was recommended by the Planning and Zoning Commission for a reduction in a setback for a building, but the issue has been resolved and the variance is no longer needed.
8. The PUD will be served with private drive aisles.
9. The PUD will be constructed in two phases, starting with the condominiums and then the townhomes.
10. With the exception of the variances noted above, the PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD for Terrace Gate Apartments and Bamwood Estates.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

---

Rebecca L. Noah Casper, Mayor

# Memorandum

File #: 21-691

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Tuesday, October 18, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Eagle Ridge Division 4.

## Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Development Agreement for the Final Plat for Eagle Ridge Division 4 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept the Final Plat for Eagle Ridge Division 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Eagle Ridge Division 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Eagle Ridge Division 4. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

## Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey,



and Parks and Rec.

**Fiscal Impact**

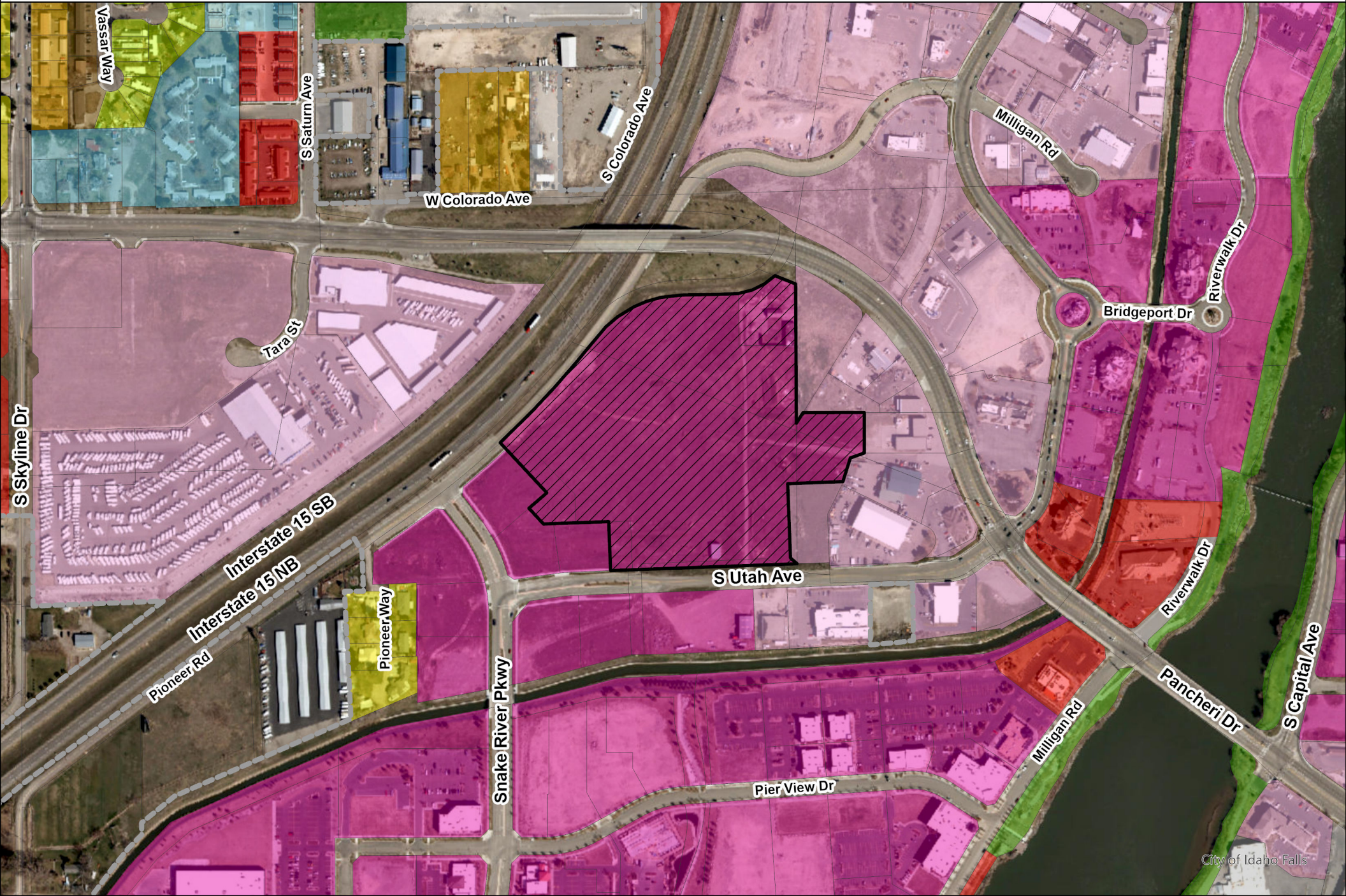
NA

**Legal Review**

This application has been reviewed by the office of the City Attorney's Office pursuant to applicable law.



RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P









June 7, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, George Morrison, Glen Ogden, Brent Dixon (late 7:15 p.m.) Kristi Brower (via Webex), Arnold Cantu (via Webex) Lindsey Romankiw (via Webex)

**MEMBERS ABSENT:** Margaret Wimborne

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** Applicant for Item No. 7, has withdrawn the application (Plat 22-017: Final Plat for Bentley Subdivision No. 1.

**MINUTES:** Morrison had 3 typos to modify. **Ogden moved to accept the minutes of May 3, 2022, Morrison seconded the motion. Denney called for roll call vote: Romankiw, yes; Cantu, yes; Brower, yes; Morrison, yes; Ogden, yes. The motion passed unanimously.**

**Business:**

**4. PLAT 22-004: FINAL PLAT for Eagle Ridge Division No. 4.**

**Applicant: Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho.** Freiberg stated that Eagle Ridge 4 is the next extension of what is the existing Eagle Ridge 3. Eagle Ridge is by Snake River Parkway on west and South Utah on the South, and Pioneer Road on the west-ish. Freiberg stated that the developers have plans for multi-family housing. Freiberg stated that the utilities are in Pioneer Road, so they need to finish building out South Utah to the full right of way width and finish building out Pioneer to the full right of way width. Freiberg stated that there are no internal roads in Eagle Ridge 4. Freiberg stated that it is one big lot and 3 small lots.

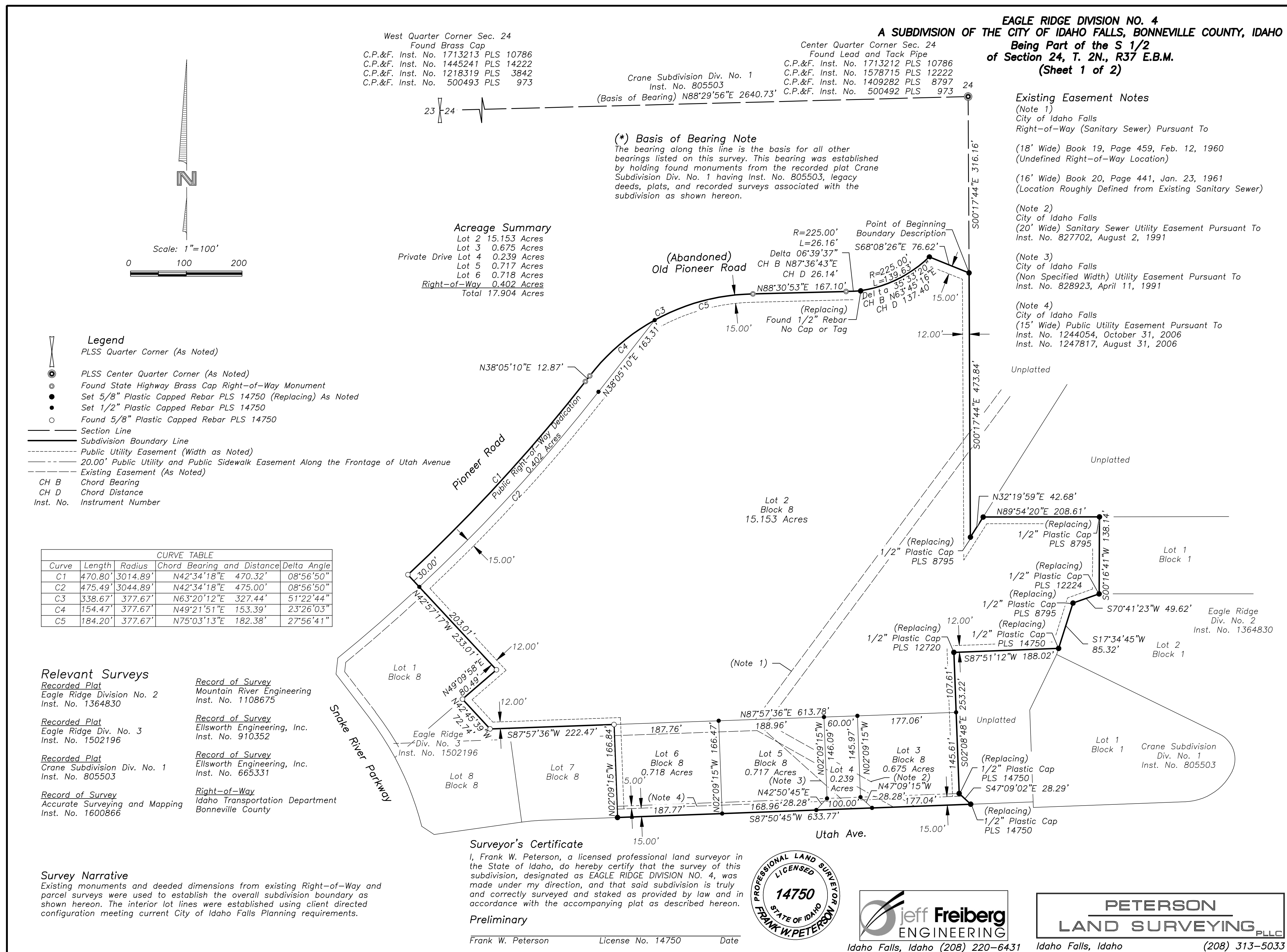
Dixon asked about the 4 buildable lots. Freiberg showed that 4, 5, 6 are commercial lots along South Utah, and lot 3 is the multi-family lot.

Long presented the staff report, a part of the record.

Dixon stated that there is an abandoned segment, and asked if it is owned by the City, along the north edge of the property. Freiberg indicated that ITD owns the property.

**Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Eagle Ridge Division No. 4, as presented, Cantu seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Cantu, yes; Ogden, yes; Morrison, yes; Dixon, yes. The motion passed unanimously.**





OWNER’S Dedication

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Eagle Ridge Development, LLC a Delaware limited liability company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as EAGLE RIDGE DIVISION NO. 4, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

BE IT FURTHER KNOWN, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER, or its heirs, successors and assigns, agree they will construct no permanent structure within or upon any easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right, to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, such right may be exercised without prior notice to OWNER or its heirs, successors or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permittees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permittees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, as the case may be, against said OWNER and its heirs, successors and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seals and signatures this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Eagle Ridge Development, LLC, Limited Liability Company

Jack Hunsaker (Managing Member) Steve Keim (Managing Member) David Price (Managing Member)

Acknowledgment

STATE OF Idaho)

:SS.

COUNTY OF Bonneville)

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me the undersigned, a notary public in and for said state, personally appeared Jack Hunsaker, known or identified to me, to be a managing member of the limited liability company of Eagle Ridge Development, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication, and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

\_\_\_\_\_, Notary Public for the State of \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

Acknowledgment

STATE OF Idaho)

:SS.

COUNTY OF Bonneville)

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me the undersigned, a notary public in and for said state, personally appeared Steve Keim, known or identified to me, to be a managing member of the limited liability company of Eagle Ridge Development, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication, and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

\_\_\_\_\_, Notary Public for the State of \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

Acknowledgment

STATE OF Idaho)

:SS.

COUNTY OF Bonneville)

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me the undersigned, a notary public in and for said state, personally appeared David Price, known or identified to me, to be a managing member of the limited liability company of Eagle Ridge Development, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication, and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

\_\_\_\_\_, Notary Public for the State of \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

Health Department Certificate of Approval

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS Date:

Drinking Water System Certificate

Pursuant to I.C. §50-1334, the OWNER does hereby, certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.

IN WITNESS WHEREOF, OWNER has hereunto set its

signatures this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Eagle Ridge Development, LLC, Limited Liability Company

Jack Hunsaker (Managing Member)

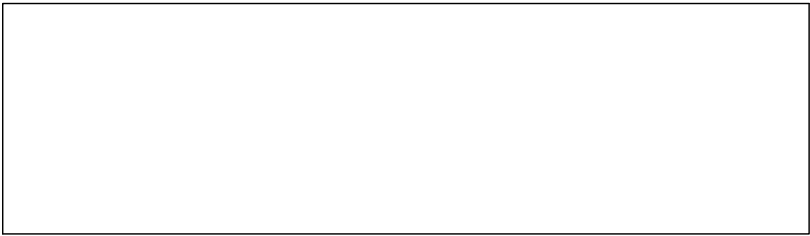
Steve Keim (Managing Member)

David Price (Managing Member)

Recorders Certificate

I hereby certify that the foregoing plat EAGLE RIDGE DIVISION NO. 4, was filed in the Office of the Recorder of Bonneville County, Idaho

Bonneville County Recorder Date



County Surveyor's Verification

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find it complies with I.C. §50-1305

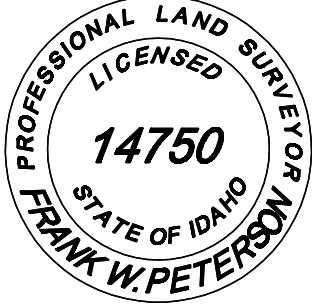
Date David Douglas Romrell, County Review Surveyor PLS 12223

Surveyor's Certificate

I, Frank W. Peterson, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as EAGLE RIDGE DIVISION NO. 4, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

Preliminary

Frank W. Peterson License No. 14750 Date



EAGLE RIDGE DIVISION NO. 4  
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
Being Part of the S 1/2  
of Section 24, T. 2N., R37 E.B.M.  
(Sheet 2 of 2)

Boundary Description

A parcel of land being part of the South half of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows;

Commencing at the West Quarter Corner of said Section 24, thence along the East-West Center Section Line of said Section 24 N88°29'56"E 2640.73 feet to the Center Quarter Corner of said Section 24, thence leaving said East-West Center Section Line along the North-South Center Section Line of said Section 24 S00°17'44"E 316.16 feet to the True Point of Beginning, thence continuing along said North-South Center Section Line S00°17'44"E 473.84 feet to a cap stamped PLS 8795 on a 1/2" rebar, thence leaving said North-South Center Section Line N32°19'59"E 42.68 feet to a cap stamped PLS 8795 on a 1/2" rebar, thence N89°54'20"E 208.61 feet to a cap stamped PLS 8795 on a 1/2" rebar, said monument being on the West Line of Eagle Ridge Div. No. 2, thence along said West Line the following three (3) courses, (1) S00°16'41"W 138.14 feet, (2) S70°41'23"W 49.62 feet, (3) S17°34'45"W 85.32 feet, thence leaving said West Line S87°51'12"W 188.02 feet, thence S02°08'48"E 253.22 feet, thence S47°09'02"E 28.29 feet to a point on the North Right-of-Way of South Utah Avenue, thence along said North Right-of-Way S87°50'45"W 633.77 feet to a cap stamped PLS 14750 on a 5/8" rebar, said monument being the Southeast corner of Lot 7, Block 8 of Eagle Ridge Div. No. 3, thence along the Northeastly boundary of said Eagle Ridge Div. No. 3 the following five (5) courses, (1) N02°09'15"W 166.84 feet, (2) S87°57'36"W 222.47 feet, (3) N42°45'39"W 72.74 feet, (4) N49°09'58"E 80.49 feet, (5) N42°57'17"W 233.01 feet to a cap stamped PLS 14750 on a 5/8" rebar, said monument being at the Southeastly Right-of-Way of Pioneer Road and the point of a non-tangent curve to the left having a radius of 3014.89 feet, a delta angle of 08°56'50" and a chord bearing N42°34'18"E 470.32 feet, thence along said Southeastly Right-of-Way the following two (2) courses, (1) along said non-tangent curve to the left 470.80 feet to a I.T.D. brass cap marked 321+67.41, (2) N38°05'10"E 12.87 feet to a I.T.D. brass cap marked 321+79.92 at the Southerly Right-of-Way of Old Pioneer Road, said brass cap also being the point of a non-tangent curve to the right having a radius of 377.67 feet, a delta angle of 51°22'44" and a chord bearing N63°20'12"E 327.44 feet, thence along said Southerly Right-of-Way the following four (4) courses, (1) along said non-tangent curve to the right 338.67 feet to a I.T.D. brass cap marked 325+40.34, (2) N88°30'53"E 167.10 feet to a I.T.D. brass cap marked 327+07, said brass cap being the point of a non-tangent curve to the left having a radius of 225.00 feet and a delta angle of 06°39'37" and a chord bearing N87°36'43"E 26.14 feet, (3) along said non-tangent curve to the left 26.16 feet to a plain 1/2" rebar, said rebar being the point of a non-tangent compound curve to the left having a radius of 225.00 feet and a delta angle of 35°33'20" and a chord bearing N63°45'16"E 137.40 feet, (4) along said non-tangent compound curve to the left 139.63 feet, thence leaving said Southerly Right-of-Way S68°08'26"E 76.62 feet to the True Point of Beginning.

Parcel contains 17.904 Acres.

Irrigation Water Rights Release

The property included in this plat has petitioned for and been removed from all future irrigation water rights.

Date: August 26,2014 Instrument No. 1480149

City's Acceptance

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls, adopted this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Mayor City Clerk

City Engineer City Surveyor  
Kent J. Fugal, PE 9247 Kenneth Baldwin Roberts, PLS 9755

Treasurer's Certificate

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

Date Bonneville County Treasurer



**STAFF REPORT  
FINAL PLAT  
Eagle Ridge Division No 4  
October 27, 2022**



Community  
Development  
Services

**Applicant:** Jeff Freiberg  
Engineering

**Project Manager:** Caitlin  
Long

**Location:** north of S Utah  
Ave, east of Snake River  
Pkwy, south of I-15, west of  
Pancheri Dr

**Size:** 17.904 acres

**Lots:** 4

**Average Lot Size:** 653,400  
sq ft

**Existing Zoning:**

Site: CC  
North: HC  
South: CC  
East: HC  
West: HC

**Existing Land Uses:**

Site: Vacant  
North: Commercial  
South: Vacant  
East: Commercial  
West: Commercial

**Future Land Use Map:**

Mixed Use Center and  
Corridors

**Attachments:**

1. Subdivision and Zoning  
Ordinance Requirements
2. Comprehensive Plan  
Policies
3. Maps and aerial photos
4. Final Plat

**Requested Action:** To approve the final plat for Eagle Ridge  
Division No 4.

**Staff Comments:** This property was annexed in November  
2014 with an initial zone of C-1 and rezoned to HC in the  
city-wide initiated rezone in 2018. The property was  
rezoned from HC to CC in August 2021. There was an  
approved Preliminary Plat for the area in March 2014.

This final plat consists of 17.904 acres. There are 4  
buildable lots in this division, including one larger lot  
intended for a multifamily development. Improvements  
will be done along Utah Avenue and Pioneer Road with this  
plat.

**Staff Recommendation:** Staff has reviewed the final plat  
and finds that it complies with the Subdivision and  
Comprehensive Zoning Ordinance. Staff recommends  
approval of the plat.

**Subdivision Ordinance:** Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No New Streets



## Subdivision Ordinance

### Section 10-1-9A

(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

### Zoning Ordinance:

#### 11-3-5: PURPOSE OF COMMERCIAL ZONES

(B) CC Central Commercial Zone. This zone provides a mixed use zone which includes a variety of housing types and a variety of commercial uses. For this reason, the Zone is primarily located in the central part of the City where development has already occurred and the street and land use patterns are more densely developed. The CC Central Commercial Zone is characterized by lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Shops, stores, offices and other buildings are also characteristic of this Zone. Uses which tend to create business "dead spots," cause undue scattering of business, and generally tend to thwart the use of the land for its primary purpose, are excluded from this Zone.

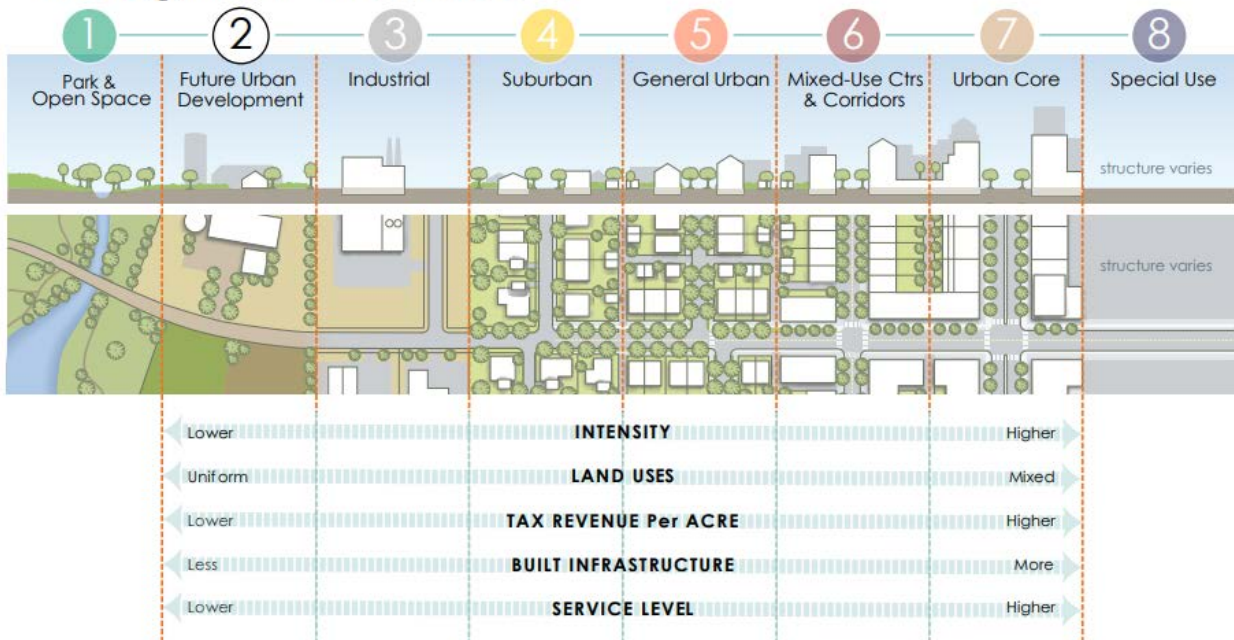
**Table 11-3-5: Dimensional Standards for Commercial Zones**

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
<b>Setbacks – Minimum in ft.</b>				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

## Comprehensive Plan:

# ImagineITF Transects



## 6. Mixed-Use Centers & Corridors

**Snapshot:** The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

**Local examples:** Northgate Mile and 1<sup>st</sup> Street corridors, Intersection of 65<sup>th</sup> South and 5<sup>th</sup> West, Intersection of Skyline and Broadway, Snake River Landing

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **FINAL PLAT OF EAGLE RIDGE DIVISION NO 4, GENERALLY LOCATED NORTH OF S UTAH AVE, EAST OF SNAKE RIVER PWKY, SOUTH OF I-15, WEST OF PANCHER DR**

**WHEREAS**, the applicant filed an application for a final plat on February 22, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 7, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 27, 2022 and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2022 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 17.904 acres parcel located generally north of S Utah Ave, east of Snake River Pkwy, south of I-15, west of Pancher Dr
3. The property is zoned CC, Central Commercial. The plat consists of 4 lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the CC Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Eagle Ridge Division No 4.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

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Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT  
EAGLE RIDGE DIVISION NO. 4

This DEVELOPMENT AGREEMENT EAGLE RIDGE DIVISION NO. 4 (“AGREEMENT”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (“CITY”), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and EAGLE RIDGE DEVELOPMENT, LLC, a limited liability company (“DEVELOPER”), whose mailing address is P.O. Box 1120, Burley, ID 83318.

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 the Subdivision within CITY and has submitted a 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 within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; 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, including 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 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, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, 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. CITY hereby approves the 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 the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

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 contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, 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 within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

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 Exterior Improvement Plans and Interior Improvement Plans. 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 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. Prior to acceptance of any phase or division of the Subdivision, 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 Subdivision 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 and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such 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 any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument 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 within the Subdivision 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 of any phase or division of the Subdivision within which such improvements are located, 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 respectively 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 or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9.       Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10.      Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11.      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 work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. 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.

13. 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 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.

14. 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 within this Subdivision as shown on the Improvement Drawings.

15. 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.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat

for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17.     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 and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18.     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.     Withhold the 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.     Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C.     Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D.     Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E.     Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F.     Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19.     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.

20.     Recording and Recording Fees. CITY may record this AGREEMENT with the

Bonneville County Recorder's office and 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. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. 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 the 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.

24. 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.

25. 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.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

28. 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.

29. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY 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.

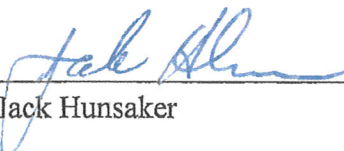
ATTEST:

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Kathy Hampton, City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

EAGLE RIDGE DEVELOPMENT, LLC

By  \_\_\_\_\_  
Jack Hunsaker



STATE OF IDAHO            )  
                                      ) ss.  
County of Bonneville        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 they are 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.

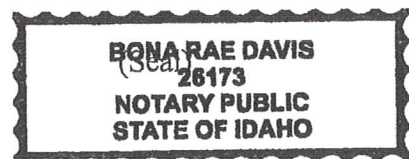
(Seal)

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
                                      ) ss:  
County of Cassia        )

On this 3<sup>rd</sup> day of October, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Jack Hunsaker, known or identified to me to be an authorized signator of EAGLE RIDGE DEVELOPMENT, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are 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.



Bona Rae Davis  
Notary Public of Idaho  
Residing at: Burley  
My Commission Expires: 7/5/2026

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

**LEGAL DESCRIPTION**

**EAGLE RIDGE DIVISION NO. 4**

A parcel of land being part of the South half of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows;

Commencing at the West Quarter Corner of said Section 24, thence along the East-West Center Section Line of said Section 24 N88°29'56"E 2640.73 feet to the Center Quarter Corner of said Section 24, thence leaving said East-West Center Section Line along the North-South Center Section Line of said Section 24 S00°17'44"E 316.16 feet to the True Point of Beginning, thence continuing along said North-South Center Section Line S00°17'44"E 473.84 feet to a cap stamped PLS 8795 on a 1/2" rebar, thence leaving said North-South Center Section Line N32°19'59"E 42.68 feet to a cap stamped PLS 8795 on a 1/2" rebar, thence N89°54'20"E 208.61 feet to a cap stamped PLS 8795 on a 1/2" rebar, said monument being on the West Line of Eagle Ridge Div. No. 2, thence along said West Line the following three (3) courses, (1) S00°16'41"W 138.14 feet, (2) S70°41'23"W 49.62 feet, (3) S17°34'45"W 85.32 feet, thence leaving said West Line S87°51'12"W 188.02 feet, thence S02°08'48"E 253.22 feet, thence S47°09'02"E 28.29 feet to a point on the North Right-of-Way of South Utah Avenue, thence along said North Right-of-Way S87°50'45"W 633.77 feet to a cap stamped PLS 14750 on a 5/8" rebar, said monument being the Southeast corner of Lot 7, Block 8 of Eagle Ridge Div. No. 3, thence along the Northeasterly boundary of said Eagle Ridge Div. No. 3 the following five (5) courses, (1) N02°09'15"W 166.84 feet, (2) S87°57'36"W 222.47 feet, (3) N42°45'39"W 72.74 feet, (4) N49°09'58"E 80.49 feet, (5) N42°57'17"W 233.01 feet to a cap stamped PLS 14750 on a 5/8" rebar, said monument being at the Southeasterly Right-of-Way of Pioneer Road and the point of a non-tangent curve to the left having a radius of 3014.89 feet, a delta angle of 08°56'50" and a chord bearing N42°34'18"E 470.32 feet, thence along said Southeasterly Right-of-Way the following two (2) courses, (1) along said non-tangent curve to the left 470.80 feet to a I.T.D. brass cap marked 321+67.41, (2) N38°05'10"E 12.87 feet to a I.T.D. brass cap marked 321+79.92 at the Southerly Right-of-Way of Old Pioneer Road, said brass cap also being the point of a non-tangent curve to the right having a radius of 377.67 feet, a delta angle of 51°22'44" and a chord bearing N63°20'12"E 327.44 feet, thence along said Southerly Right-of-Way the following four (4) courses, (1) along said non-tangent curve to the right 338.67 feet to a I.T.D. brass cap marked 325+40.34, (2) N88°30'53"E 167.10 feet to a I.T.D. brass cap marked 327+07, said brass cap being the point of a non-tangent curve to the left having a radius of 225.00 feet and a delta angle of 06°39'37" and a chord bearing N87°36'43"E 26.14 feet, (3) along said non-tangent curve to the left 26.16 feet to a plain 1/2" rebar, said rebar being the point of a non-tangent compound curve to the left having a radius of 225.00 feet and a delta angle of 35°33'20" and a chord bearing N63°45'16"E 137.40 feet, (4) along said non-tangent compound curve to the left 139.63 feet, thence leaving said Southerly Right-of-Way S68°08'26"E 76.62 feet to the True Point of Beginning.

Parcel contains 17.904 Acres.

**EXHIBIT "B"**  
**SPECIAL CONDITIONS**

**EAGLE RIDGE DIVISION NO. 4**

**S.C. 1.00 Traffic Signs.** DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

**S.C. 2.00 Access to Pioneer Road and Utah Avenue.** Access shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan. This condition supersedes and replaces S.C. 3.00 of the Annexation Agreement for this Subdivision No. 4, dated November 25, 2014, prior to platting.

**S.C. 3.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by PacifiCorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

**S.C. 4.00 Street Section Improvements for Pioneer Road.** DEVELOPER shall install the road improvements per the typical section, as illustrated by Exhibit "C". The sidewalk adjacent to I-15 shall not be required along this Subdivision; however, the sidewalk along the east side of Pioneer shall be a ten foot (10') wide sidewalk. DEVELOPER shall be responsible for the Construction costs per City Code 10-2-4 (D). DEVELOPER shall also provide for the landscaping in the park strip between the curb and the sidewalk. Maintenance of the landscape buffer shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

**S.C. 5.00 Street Section Improvements for Utah Avenue.** DEVELOPER shall design and construct the Roadway improvements in Utah Avenue in accordance with CITY Approved Improvement Drawings. DEVELOPER shall be reimbursed for this work and is subject to paragraph 11 of this AGREEMENT. Reimbursement schedule is also subject to CITY's ability to collect impact fees and final acceptance of the Roadway.

**S.C. 6.00 S. Utah Avenue Median and Landscape Strip.** Utah Avenue center median with landscaping and adjacent landscaping strip similar to the landscaping and median in the current Utah Avenue adjacent to the West side of this proposed Division 4 shall be constructed in and along the S. Utah Avenue right-of-way. Maintenance of the landscape median shall be the responsibility of DEVELOPER or DEVELOPER'S heirs, successors, or assigns.

**S.C. 7.00 Water Line Connection in Utah Avenue.** CITY agrees to allow DEVELOPER to connect to the water main located in Utah Avenue, subject to DEVELOPER's payment of the water main connection fees in the amount of Twenty-Seven Thousand Eight Hundred Thirty-Two Dollars and Sixty Cents (\$27,832.60; 634 feet currently at \$43.90 per foot), upon

execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications.

DEVELOPER shall, at DEVELOPER's sole expense, design and construct Four Hundred and Twenty-Three feet (423') of eight-inch (8") water main line in Utah Avenue, requested to be replaced by CITY, as shown on the improvement plans approved by and on file with CITY Engineer. CITY agrees to reimburse DEVELOPER that portion of the work to replace the eight-inch (8") water main line subject to the limitations and bid procurement requirements of this AGREEMENT.

**S.C. 8.00 Sewer Line Connection Fee.** CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Twenty-Eight Thousand Five Hundred Seventy-Eight Dollars and Forty Cents (\$28,578.40; 1,112 feet; currently at \$25.70 per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

**S.C. 9.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of Utah Avenue and Pioneer Road within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Storm water design for each lot will be addressed by each lot through the Site Plan submittal and approval process. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.



**-EXHIBIT C -**

**PIONEER ROAD (80' ROW)**  
NTS

