



City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

Thursday
January 25, 2024
7:30 P.M.

Mayor
Rebecca Casper

City Council

Michelle Ziel-Dingman
Council President

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Kirk Larsen
Council Seat 3

Jim Francis
Council Seat 4

Lisa Burtenshaw
Council Seat 2



Livestream at 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, proper 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. 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 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

Thursday, January 25, 2024

7:30 PM

City Council Chambers

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. Office of the Mayor

- 1) Appointments to City Boards, Committees and Commissions pursuant to City Code and State Statute 50-2006 **24-122**

Attachments: Idaho Statute 50-2006

B. Airport

- 1) Approval of Terminal Renovation and Expansion Phase 3 Construction Documents and Additional Services Related to the Schematic Design and Design Development Phases **23-364**

Attachments: IDA Work Order 24-01 Terminal CD Priority 1A - Phase 1.pdf

C. Community Development Services

- 1) Extension of the Downtown Parking Memorandum of Understanding (MOU) between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls **24-117**

Attachments: IFDDC MOU Parking Program 1.18.24.pdf

D. Idaho Falls Power

- 1) IFP 24-09 Disconnect Switches for York Substation Upgrade - Royal Switchgear **24-113**

Attachments: Bid tabulation IFP 24-09 Disconnect Switches

E. Public Works

- 1) Bid Award - Meppen Canal Trail, 25th East to Idaho Canal **24-115**

Attachments: PRK-2018-40-Bid Tab

F. Municipal Services:

- 1) Treasurer's Report for November 2023 **24-119**

Attachments: Nov Bank Reconciliation Summary

G. Office of the City Clerk

- 1) Minutes from Council Meetings **24-110**

Attachments: 2024 111 Council Special Meeting-Executive Session - Unapproved

- 2) 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. Municipal Services**

- 1) IF-24-06 Main Line Materials for Public Works **24-114**

This purchase will provide water line materials for Water Division projects.

Action Item:

Accept and approve the bids from the lowest responsive and responsible bidders by section to Ferguson Waterworks, HD Fowler, and Core & Mai for a total of \$1,209,318.67 or take other action deemed appropriate.

Attachments: Tabulation Bid IF-24-06 Main Line Materials.pdf

- 2) City of Idaho Falls Elevator Addition **24-109**

This project will construct a 4-stop elevator to allow for American with Disabilities Act (ADA) public access to the City Hall building. Currently, the only ADA public access to the building is on the west-side of the building, where access is limited to the utility billing customer service area. Resin Architecture, a local architectural firm with historical preservation experience was contracted to provide architectural professional services and served as the City's owner's representative for the construction bid package. City procurement staff published the advertising notice for the formal bidding opportunity between November 21, 2023, and November 28, 2023. The construction bid package, 18024, City of Idaho Falls City Hall Elevator Addition was issued. A pre-bid meeting was required for prospective bidders on

Tuesday, December 12, 2023. Bid submittals were received by Resin on Thursday, January 11, 2024. The city received a total of four (4) bids. A public opening and reading of the bids occurred at City Hall, Procurement Offices on Friday, January 12, 2024.

Action Item:

Approve the lowest responsive responsible bidder, Ormond Builders, Inc. for a total of \$964,800.00 (or take other action deemed appropriate).

Attachments: RFP City of Idaho Falls Elevator
Ormond Builders, Inc
City of Idaho Falls Elevator Addition Bid Tabulation

B. Public Works

- 1) Holmes Avenue and John Adams Parkway Right-of-Way Plat **24-116**

Attached for your consideration is a Right-of-Way Plat for portions of Holmes Avenue and John Adams Parkway. The purpose of the plat is to define the intersection right-of-way of these two streets in advance of a federal aid improvement project.

Action Item:

Accept the Right-of-Way Plat for Holmes Avenue and John Adams Parkway and give authorization for Mayor and city staff to sign the document (or take other action deemed appropriate).

Attachments: Holmes Avenue and John Adams Parkway Right-of-Way Plat

- 2) Memorandum of Understanding (MOU) for Strategic Initiatives Grant with Idaho Transportation Department (ITD) for the Pancheri Bridge Project **24-118**

A grant application was submitted for the Strategic Initiatives Grant Program with ITD for improvements to the Pancheri Bridge. The grant was selected for award providing \$3,451,904.30 for the completion of project activities. The proposed project involves replacement of a bridge girder, beam seats and deck rehabilitation.

Action Item:

Approve the MOU for the Pancheri Bridge Strategic Initiatives Grant with ITD and give authorization for the Public Works Director to execute the necessary documents (or take other action deemed appropriate).

Attachments: MOU - Pancheri Bridge Strategic Initiatives Grant

C. Community Development Services

- 1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Stone Creek Estates Division No. 4. **24-104**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of

Relevant Criteria and Standards for Stone Creek Estates Division No. 4. The Planning and Zoning Commission considered this item at its 15 February 2022 meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council. Work on site design issues resulted in delay. The plat was taken back to the Planning and Zoning Commission on 7 February 2023 to be reviewed. At that time the Planning and Zoning Commission again voted unanimously to recommend approval of the extension to the Mayor and City Council as presented. Staff concurs with these recommendations.

Action Item:

1. Approve the Development Agreement for the Final Plat for Stone Creek Estates Division No. 4 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Stone Creek Estates Division No. 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 Stone Creek Estates Division No. 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
 Aerial
 Final Plat
 Staff Report
 PC Minutes for 02-2022
 PC Minutes for 02-2023
 Reasoned Statement.docx
 Development Agreement

- 2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Barnwood Estates Townhomes.

24-105

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Barnwood Estates Townhomes. The Planning and Zoning Commission considered this item at its November 1, 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 Barnwood Estates Townhomes and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Barnwood Estates Townhomes 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 Barnwood Estates Townhomes and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

- 3)** Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Falcon Crest Estates. **24-107**

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Falcon Crest Estates. On April 19, 2022, the Planning and Zoning Commission recommended approval of the PUD with the condition that the developer install a fence along the existing properties along 5th E. Additional instruction was given to clarify the sufficiency of available parking when presenting to the Mayor and City Council. On December 5, 2023, the Planning and Zoning Commission approved an extension of the PUD. Staff concurs with Planning and Zoning's recommendation.

Action Item:

1. Approve the Planned Unit Development for Falcon Crest 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 Falcon Crest Estates and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
 Aerial
 PUD
 Elevation Drawings
 Staff Report
 PC Minutes 4-19-22
 PC Minutes 12-5-23
 Reasoned Statement

- 4)** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Falcon Crest Estates. **24-106**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Falcon Crest Estates. The Planning and Zoning Commission considered this item at its 2 August 2022, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. On 5 December 2023, the Planning and Zoning Commission approved an extension of the final plat. Staff concurs with this recommendation.

Action Item:

1. Approve the Development Agreement for the Final Plat for Falcon Crest Estates and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Falcon Crest Estates 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 Falcon Crest Estates and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:

Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
PC Minutes 12-5-23.pdf
Reasoned Statement.docx
Development Agreement

- 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 .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East.

24-111

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 14, 2023, meeting and unanimously voted to recommended approval of the annexation with initial zoning of CC.

Action Item:

1. Approve the Ordinance annexing .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East, assign a Comprehensive Plan Designation of "Mixed-Use Center and Corridors", and under a suspension of the rules requiring three complete and separate readings, 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 .258 acres in the SE ¼ of Section 23, 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
Aerial
Comp Plan
Airport Land Use Map.jpg
Staff Report
PC Minutes.docx
Ordinance
Exhibit A & Map Exhibit
Reasoned Statement Annexation

- 6) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East. 24-112

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 14, 2023 meeting and unanimously voted to recommended approval of the annexation with initial zonings of CC with the Controlled Development Airport Overlay Zone as presented. Staff concurs with this recommendation.

Action Item:

1. Approve the Ordinance establishing the initial zoning for CC, Central Commercial 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 CC, Central Commercial 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
Airport Land Use.jpg
Ordinance
Exhibit A & Map Exhibit
Reasoned Statement

6. **Announcements.**
7. **Adjournment.**

Memorandum

File #: 24-122

City Council Meeting

FROM: Rebecca Casper
DATE: Tuesday, January 23, 2024
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Committees and Commissions pursuant to City Code and State Statute 50-2006

Council Action Desired

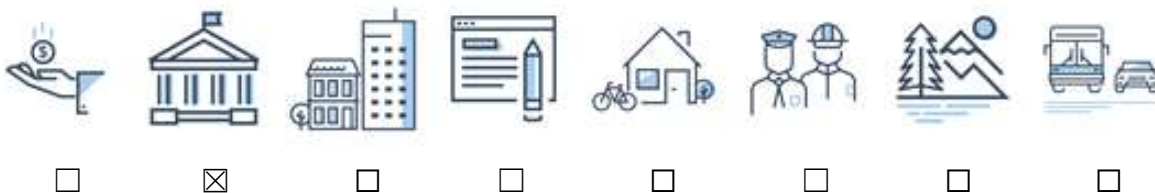
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Give consent to the new appointment of City Councilor Lisa Burtenshaw to serve on the Idaho Falls Redevelopment Agency Board of Commissioners as a representative of the City of Idaho Falls pursuant to Idaho Statute 50-2006.

Description, Background Information & Purpose

Name	Status	Committee, Board, Commission	Capacity
Lisa Burtenshaw	New appointment:	Idaho Falls Redevelopment Agency Board of Commissioners	Voting Member

Alignment with City & Department Planning Objectives



Involving citizens in governance and decision-making processes supports the highest values of the strategic plan.

Interdepartmental Coordination

The appointment process included coordination with the Idaho Falls Redevelopment Agency (IFRdA).

Fiscal Impact

City Boards, Commissions, and Committees are volunteer positions. Activities and expenses necessary for the proper function of these boards, commissions, and committees will be accounted for within the appropriate agency or department budget.

Legal Review

N/A



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 20
URBAN RENEWAL LAW

50-2006. URBAN RENEWAL AGENCY.

(1) (a) There is hereby created in each municipality an independent public body corporate and politic to be known as the "urban renewal agency" that was created by resolution as provided in section 50-2005, Idaho Code, before July 1, 2011, for the municipality; provided, that such agency shall not transact any business or exercise its powers hereunder until or unless the local governing body has made the findings prescribed in section 50-2005, Idaho Code.

(b) An urban renewal agency created after July 1, 2011, shall not transact any business or exercise its powers provided for in this chapter until a majority of qualified electors, voting in a citywide or countywide election, depending on the municipality in which such agency is created, vote to authorize such agency to transact business and exercise its powers provided for in this chapter. If prior to July 1, 2011, the local governing body has made the findings prescribed in paragraph (a) of this subsection, then such agency shall transact business and shall exercise its powers hereunder and is not subject to the requirements of this paragraph.

(2) Upon satisfaction of the requirements under subsection (1) of this section, the urban renewal agency is authorized to transact the business and exercise the powers hereunder by a board of commissioners to be established as follows:

(a) Unless provided otherwise in this section, the mayor, by and with the advice and consent of the local governing body, shall appoint a board of commissioners of the urban renewal agency, which shall consist of not less than three (3) commissioners nor more than nine (9) commissioners. In the order of appointment, the mayor shall designate the number of commissioners to be appointed, and the term of each, provided that the original term of office of no more than two (2) commissioners shall expire in the same year. The commissioners shall serve for terms not to exceed five (5) years, from the date of appointment, except that all vacancies shall be filled for the unexpired term.

(b) For inefficiency or neglect of duty or misconduct in office, a commissioner may be removed by a majority vote of the local governing body only after a hearing and after he shall have been given a copy of the charges at least ten (10) days prior to such hearing and have had an opportunity to be heard in person or by counsel. Any commission position that becomes vacant at a time other than the expiration of a term shall be filled by the mayor or chair of the board of county commissioners, if that is the local governing body, by and with the

advice and consent of the local governing body, including the mayor, if applicable, and shall be filled for the unexpired term.

(c) By enactment of an ordinance, the local governing body may appoint and designate, from among its members, members of the board of commissioners of the urban renewal agency, provided that such representation shall be less than a majority of the board of commissioners of the urban renewal agency of the members of the local governing body on and after July 1, 2017, in which case all the rights, powers, duties, privileges, and immunities vested by the urban renewal law of 1965, and as amended, in an appointed board of commissioners, shall be vested in the local governing body, which shall, in all respects when acting as an urban renewal agency, be acting as an arm of state government, entirely separate and distinct from the municipality, to achieve, perform, and accomplish the public purposes prescribed and provided by said urban renewal law of 1965, and as amended.

(d) By enactment of an ordinance, the local governing body may terminate the appointed board of commissioners and thereby appoint and designate itself as the board of commissioners of the urban renewal agency for not more than one (1) calendar year.

(e) By enactment of an ordinance, the local governing body may provide that the board of commissioners of the urban renewal agency shall be elected at an election held for such purpose on one (1) of the November dates provided in section 34-106, Idaho Code, and the ordinance may provide term limits for the commissioners. In this case, all the rights, powers, duties, privileges, and immunities vested by the urban renewal law of 1965, and as amended, in an appointed board of commissioners, shall be vested in the elected board of commissioners of the urban renewal agency, which shall, in all respects when acting as an urban renewal agency, be acting as an arm of state government, entirely separate and distinct from the municipality, to achieve, perform, and accomplish the public purposes prescribed and provided by said urban renewal law of 1965, and as amended. The provisions of chapter 66, title 67, Idaho Code, shall apply to elected commissioners, and the county election law shall apply to the person running for commissioner as if the person were running for county commissioner. In the event of a vacancy in an elected commissioner position, the replacement shall be appointed by the mayor or chair of the board of county commissioners, if that is the local governing body, by and with the advice and consent of the local governing body, and shall be filled for the unexpired term.

(3) In all instances, a member of the board of commissioners of the urban renewal agency must be a resident of the county where the urban renewal agency is located or is doing business.

(4) A commissioner shall receive no compensation for his services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his duties. Each commissioner shall hold office until his successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the municipality and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner.

(5) (a) The powers of an urban renewal agency shall be exercised by the commissioners thereof. A majority of the commissioners shall

constitute a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws shall require a larger number.

(b) The commissioners shall elect the chairman, cochairman, or vice chairman for a term of one (1) year from among their members. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it may require, and determine their qualifications, duties, and compensation. For such legal service as it may require, an agency may employ or retain its own counsel and legal staff.

(c) An agency authorized to transact business and exercise powers under this chapter shall file, with the local governing body, on or before March 31 of each year a report of its activities for the preceding calendar year, which report shall include the financial data and audit reports required under sections 67-1075 and 67-1076, Idaho Code. The agency shall be required to hold a public meeting to report these findings and take comments from the public. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the municipality and the state controller and that the report is available for inspection during business hours in the office of the city clerk or county recorder, in the office of the agency, and at all times on the website of the state controller.

(d) An urban renewal agency shall have the same fiscal year as a municipality and shall be subject to the same audit requirements as a municipality. An urban renewal agency shall be required to prepare and file with its local governing body an annual financial report and shall prepare, approve, and adopt an annual budget for filing with the local governing body, for informational purposes. A budget means an annual estimate of revenues and expenses for the following fiscal year of the agency.

(6) An urban renewal agency shall comply with the public records law pursuant to chapter 1, title 74, Idaho Code, open meetings law pursuant to chapter 2, title 74, Idaho Code, the ethics in government law pursuant to chapter 4, title 74, Idaho Code, and the competitive bidding provisions of chapter 28, title 67, Idaho Code.

(7) Upon dissolution of the urban renewal agency, title to all property of the urban renewal agency shall revert to the municipality.
History:

[50-2006, added 1965, ch. 246, sec. 6, p. 600; am. 1976, ch. 256, sec. 1, p. 871; am. 1986, ch. 9, sec. 1, p. 50; am. 1987, ch. 276, sec. 1, p. 568; am. 2002, ch. 143, sec. 1, p. 394; am. 2005, ch. 213, sec. 21, p. 656; am. 2011, ch. 317, sec. 1, p. 911; am. 2015, ch. 141, sec. 132, p. 477; am. 2016, ch. 349, sec. 1, p. 1014; am. 2019, ch. 288, sec. 24, p. 845; am. 2021, ch. 87, sec. 2, p. 292; am. 2021, ch. 89, sec. 17, p. 310; am. 2022, ch. 111, sec. 28, p. 386.]

How current is this law?

Memorandum

File #: 23-364

City Council Meeting

FROM: Ronald K. Elliott, A.A.E., Interim Airport Director
DATE: Friday, December 29, 2023
DEPARTMENT: Airport

Subject

Approval of Terminal Renovation and Expansion Phase 3 Construction Documents and Additional Services Related to the Schematic Design and Design Development Phases

Council Action Desired

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

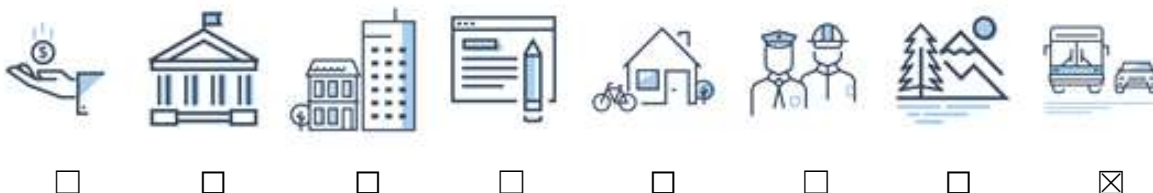
Approve the Professional Services Agreement with Ardurra and authorize the Mayor to execute the agreement (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Falls Regional Airport has seen higher than expected passenger traffic since 2019. The Airport has also doubled the number of airlines servicing the area during this time. Airline space is nearly at capacity and baggage screening and makeup are strained due to increased operations. The third phase in the terminal renovation and expansion will increase ticketing and airline office space, expand the baggage makeup area, provide additional holding space for passengers, and provide other, much-needed improvements to facilitate continued growth at the Airport.

The first stages of Phase 3 construction are planned for Spring/Summer FY24. The cost for the required construction documents (drawings and specifications) and design services is \$1,712,922.50 and is funded through the FAA AIP Project #061 (Terminal Expansion Phase 3 project). These expenditures are included in the Airport's FY24 budget.

Alignment with City & Department Planning Objectives



This project supports the reliable public infrastructure and transportation community-oriented result by improving the Airport terminal allowing for additional airline and passenger capacity.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Funding for this project comes from FAA grants and Airport budgeted funds.

Legal Review

The Legal Department concurs that the Council action is within state statute.

WORK ORDER 24-01 IDAHO FALLS REGIONAL AIRPORT (IDA) IDAHO FALLS, IDAHO

TERMINAL RENOVATION AND EXPANSION PHASE 3 CONSTRUCTION DOCUMENTS (CD), BIDDING ASSISTANCE, AND ADDITIONAL SERVICES

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated April 2019.

SCOPE OF PROFESSIONAL SERVICES:

The Scope of Work dated August 2023 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

FEES:

Fees for services provided under this Work Order will be determined and billed on a Lump Sum basis as follows:

• <u>Task 1-8 (Lump Sum)</u>	<u>\$1,712,922.50</u>
• Total Fee:	\$1,712,922.50

Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal dated October 20, 2023 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 24-01 to the AGREEMENT the day and year first above written.

FOR: IDAHO FALLS REGIONAL AIRPORT

By: Rebecca Casper

Title: Mayor

Date: _____

FOR: T-O ENGINEERS, LLC.

By: _____

Title: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

WORK ORDER 24-01

IDAHO FALLS REGIONAL AIRPORT (IDA)

IDAHO FALLS, IDAHO

TERMINAL RENOVATION AND EXPANSION PHASE 3 – Construction Documents and Additional Services

INTRODUCTION

The Idaho Falls Regional Airport (IDA) is located in and owned by the City of Idaho Falls, Idaho. The airport serves Eastern Idaho, Southern Montana, and Western Wyoming. The airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming and Sun Valley, Idaho.

The airport has started a project to remodel and expand the existing terminal building. Passenger numbers at IDA in 2019 set a record at approximately 175,000 enplanements. The airport far exceeded the previous record with approximately 225,000 enplanements in 2021 and approximately 305,000 enplanements in 2022. The airport has increased from three airlines in 2020 to six airlines in 2022 with the potential for additional carriers to start service. However, several terminal facilities are limiting the addition of new airlines including ticketing, baggage screening, and baggage makeup.

The design team is currently under contract to provide Schematic Design (SD) and Design Development (DD) Services for Priority 1A as defined in the 2022 Concept Budget Report (CBR). Due to the increase in project scope and estimated construction costs, the work under Priority 1A is being split into three phases. The phasing is shown on the attached exhibit. In order to meet FAA funding deadlines, two early work packages (0A and 0B) were prepared to secure FAA grant funding. Due to long lead times on several pieces of equipment required as part of the project, a long lead time equipment package is also being prepared (1A).

This project is being delivered using the Construction Manager – General Contractor (CM-GC) model with Clayco serving as the CMGC. The CMGC is contracted separately with the Owner.

Work associated with this project includes preparation of construction documents (CDs) and additional services associated with the schematic design and design development phases. Ardurra will serve as the Prime Consultant with Allliance Architects (Allliance) serving as the lead architect. Ardurra will also lead the civil and landscape architecture design and have subcontracts with Allliance (Lead Architect), Strata (Geotechnical) and Dioptra (Survey). Allliance, as lead architect, will have subcontracts with Swanson Rink (Baggage Screening and Conveyance), MCE (Mechanical, Plumbing, and Electrical Engineering), Faith Group (IT, Security, Common-Use Technologies, Public Address), VDA (Vertical Circulation), Meyer Borgman Johnson (Structural), and Entro (Wayfinding/Signage).

It is anticipated multiple FAA Airport Improvement Program (AIP) grants will fund eligible project costs. The Idaho Falls Regional Airport will provide all other required funds. The estimated construction budget for the Priority 1A – Phase 1 work items is approximately \$45 million. This does not include Priority 1A – Phase 2 or Phase 3 work items.

Design professional services to be provided shall include incidental planning, architectural design, structural design, civil design, grant administration, and the overall coordination of all phases of the project with the Owner and the FAA. Design Services and associated expenses will be provided on a lump sum basis.

Professional services anticipated include services necessary to accomplish the following:

- Contract Administration
- Planning and Formulation
- Schematic Design Additional Services
- Design Development Additional Services
- Construction Documents
- Bidding Assistance
- Grant Administration
- Closeout
- Coordination of all phases of the Project with the Owner and the FAA.

CONTRACTS AND BIDDING:

This project includes services through construction documents and CM-GC bidding assistance. Construction services will be provided under separate work orders, to be negotiated at a later date.

AVAILABLE INFORMATION:

- IDA Terminal Expansion plans from 1978, 2001, 2012, 2018 and 2020, prepared by various consultants.
- Master Plan and Airport Layout Plan (ALP) drawings prepared by Armstrong Consultants, 2010 and current Master Plan reports and ALP drawings being prepared by T-O Engineers as part of the current Master Plan update.
- Documents and recommendations from Work Order 21-05, IDA Terminal Expansion Concept and Budget Report, prepared by T-O Engineers and Alliance 2022.

PROJECT SCHEDULE:

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Submit Draft Scope to Owner and FAA	September 2023
Complete Independent Fee Estimate Review	September 2023
Contract Negotiation Complete	October 2023
Contract Approval	October 2023
Complete Construction Documents (100%)	January 2024
CM-GC Guaranteed Maximum Pricing	February/March 2024
Closeout	December 2025

Dates are subject to change, based on grant timing and the needs of the Owner.

SCOPE OF PROFESSIONAL SERVICES

PHASE 1 – PROJECT MANAGEMENT AND CONCEPT DESIGN

This task provides project administration and coordination throughout the course of this project and will involve communicating project progress and issues with the Owner, coordinating the team's activities, managing the sub-subconsultants' work, coordinating the design with the Engineer and the Owner's consultants, providing oversight and quality control, checking documents, organizing project information, administering Owner and Subconsultants' invoices, and managing the project budget.

Project Definition/Scope of Work Development

- a. Formulate Scope of Work and Project Approach. Define Scope of Work, priorities, schedules, formulate the project approach, and assemble design team. Prepare a Work Order including Scope of Work and Fee Estimate.
- b. Provide Scope of Work and blank cost proposal spreadsheet to Owner for use in obtaining an Independent Fee Estimator for review. One teleconference is anticipated to describe and discuss the project scope. Assist owner with preparation of Record of Negotiation.

Project Management

- a. Prepare, Coordinate and Execute subconsultant contracts. Assume three for T-O for survey, geotechnical and architecture. The lead architect, Alliance, will have six subcontracts for Baggage Screening and Conveyance; Mechanical, Plumbing, and Electrical Engineering; IT, Security, Common-Use Technologies, and Public Address; Vertical Circulation; Structural; and Wayfinding/Signage.
- b. Establish Owner & Agency review processes, project schedule, and project work plan.
- c. Conduct Internal / sub-consultant design team meetings, assume 4 per month from October to December for a total of 12 internal meetings.
- d. Set up and monitor project invoicing and accounting. Evaluate budget and cost of work throughout the project.

Grant Administration: Assist the Owner with Grant Administration tasks (Ardurra Only).

- a. Prepare at least three (3) Grant Application for submittal to FAA under the regular AIP, Bipartisan Infrastructure Law (BIL) Terminal funding program, and BIL Entitlement funding programs. Assist Owner in coordination of Grant Application submittals and process. Assist the Owner to prepare and process required certifications for submittal to the FAA.
- b. Assist the Owner with preparation of annual SF 271 and SF 425.
- c. Provide periodic project budget updates to Owner during execution of the work.
- d. Assist the owner with review of Requests for Reimbursement via the Delphi system.
- e. Prepare project closeout documentation, including Final report.

- f. Assist and coordinate with Owner to update to the five-year Capital Improvement Program (CIP).
- g. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit.
- h. Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2024.

PHASE 2 – SCHEMATIC DESIGN PHASE

Included in previous Work Order.

PHASE 3 – DESIGN DEVELOPMENT

Included in previous Work Order.

PHASE 4 - CONSTRUCTION DOCUMENTS

Subject to approval of the Schematic Design phase and Owner's sign off, construction document drawings and specifications will be generated for bidding purposes. Discipline drawings and specifications will be finalized which incorporate the comments from previous phases. The deliverables provided at the conclusion of the Construction Documents phase will be bid plans and specifications.

Approximate project areas, for Priority 1A – Phase 1 include (refer to Project Phasing Plan at the end of this document, Phase 1 work area shown in Green):

- Basement:
 - Updates to equipment and systems as required by scope of work within the terminal, incidental architectural scope.
 - Access tunnel expansion.
 - Stair access to basement and shell space (allowing for stair in administrative area to be removed when the checkpoint is renovated).
- Ground Level:
 - New Expansion Area: ~26,000 SF (Gate Hold Expansion, Outbound Baggage Makeup, Ticketing Hall Expansion, ATOs, Infrastructure support spaces, Vestibules, Passenger Elevator, and Egress Stairs).
- Upper Level:
 - New Expansion Area, including interior construction and finishes: ~3,700 SF.
 - New Expansion Area, Shell only (excluding interior construction and finishes): ~19,700 SF.

The following Construction Documents services will be provided:

Civil

- a. Finalize landside civil site grading including sidewalks, employee parking and vehicle turnaround.

- b. Finalize airside civil site grading including apron and aircraft parking. This work includes relocation of the Passenger Boarding Bridge (PBB) at Gate A1 and relocation of the ground load passenger walkways.
- c. Finalize landside and airside storm drainage design.
- d. Finalize site utility plans, including relocation of existing water, storm drain, power, fiber optic, and communication lines.
- e. Prepare Site Civil Layout, Construction Safety Phasing Plans, Utility Plan, Apron Plan, Grading and Drainage, Aircraft Parking Layout Marking Plan, Fence and Gate Plan, Passenger Boarding Bridge Relocation plan, and Civil Details.
- f. Finalize draft civil technical specifications and assist in preparation of front-end specifications.
- g. Prepare Final Construction Safety Phasing Plan (in coordination with CM/GC).
- h. Update project eligibility calculations for Airport and FAA. This includes separate calculations for AIP project eligibility along with PFC/BIL project eligibility and total building eligibility for both AIP and PFC/BIL.

Architectural, Mechanical and Electrical, Information Technology (IT), Conveyor Systems, Vertical Circulation, Wayfinding/Signage, and Structural

- a. Finalize design concepts and develop construction details.
- b. Provide CD-level engineering system design and coordination (structural, mechanical, electrical, IT, conveyance, civil)
- c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.
- d. Code official meetings, coordination, and drawing review.
- e. Provide CD-level drawings and coordination with all listed disciplines (sheet list, itemize required drawings and coordination).
- f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)
- g. Phasing refinement and construction schedule development (in coordination with Clayco)
- h. Facilitate TSA and FAA review including coordination and meetings.
- i. Meetings and coordination with airport and additional stakeholders as determined by IDA (airlines, police department, airport staff).
- j. Issue drawings to City of Idaho Falls Building Department for permitting.

Construction Documents Review Meetings

This will include one meeting in Idaho Falls with the Airport Staff to discuss the draft construction documents, refine the project approach, schedule, phasing and budget, and obtain owner signoff. One (1) additional progress meeting via conference calls to review architecture, MEP building systems, IT systems, structural, and civil concepts will also be conducted during the Construction Documents phase.

CM/GC Bidding Assistance

- a. Assist the CM/GC with documentation questions for pricing the early release packages.
- b. Assist the CM/GC with phasing of the work now that The Priority 1A work will be divided into three phases.
- c. Respond to substitution requests and RFIs from the documents during bidding.
- d. Weekly meetings with CM/GC and Owner for construction coordination.

Deliverables

At the completion of the construction documents phase, the Consultant will deliver the following documents to the Owner:

- Up to three (3) hard copies of the documents (drawings and specifications) will be provided to the Owner, if requested.
- Documents will be provided digitally in PDF format.

Additional copies requested shall be provided on an actual cost basis.

PHASE 5 – BIDDING PHASE

CM-GC bidding assistance provided in Phase 4.

PHASE 6 – CONSTRUCTION

Not included at this time.

PHASE 7 – CLOSEOUT

Included in Grant Administration.

PHASE 8 – ADDITIONAL SERVICES

A. Project Phasing

When originally scoped, SD and DD were intended to be delivered in one phase. SD was delivered in one phase however after pricing was received from the CM-GC, the project was split into the three phases to accommodate anticipated budgets. Additional phasing coordination and work is required for issuing Priority 1A Design Development in three packages instead of one as previously proposed.

B. Early Release Packages 0A and 0B and Early Equipment Package 1A

Additional effort was required to prepare and coordinate early release work packages for Phases 0A and 0B to secure federal funding. An early equipment package (1A) was required to procure long lead items prior to construction.

C. Restroom Block and Central Hall Modifications

Restrooms were requested to be split into the ticket lobby and baggage claim and removed from central hall requiring additional square footage and structure be added to the building.

The additional restrooms and expansion of the Central Hall required relocation and expansion of the roadways, sidewalks and canopies. This work also requires additional survey of the roadway in front of the terminal building.

D. Temporary Structure Coordination for Temporary Outbound Baggage

In order to maintain baggage operations, it was determined a temporary structure outside the building would be required. This structure required additional design, phasing, and coordination with building officials and the CM-GC to coordinate the temporary structure design requirements and phasing.

E. Covered Mall Code vs. Fire Separations

During SD the team discovered that the building was at the allowable area for the type of building construction. The team analyzed, reviewed, and evaluated multiple options with IDA and the Idaho Falls Building Official including converting the building to the covered mall code or utilizing fire separation to be able to add on to the building. Ultimately the covered mall code approach was selected which required the design of significant modifications to the existing structure and foundation. This work requires additional geotechnical investigation and recommendations.

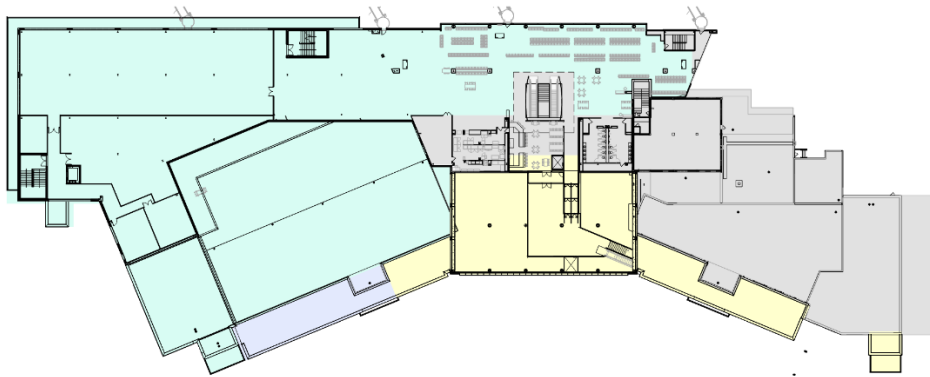
F. Landside Canopies

Design and Documentation of new landside canopies in coordination with civil roadway work associated with the increased size of the great hall is required. Landside canopy design was not included in the CBR.

G. South Expansion Increase in Square Footage

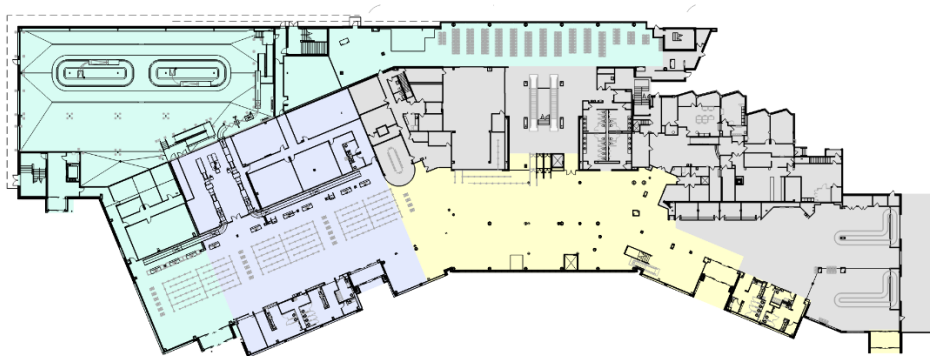
The Airport requested 20 agent positions which increased the south building expansion area of the ticket lobby from 2,500SF to 6,500 SF requiring additional structure and design effort.

Project Phasing Plan

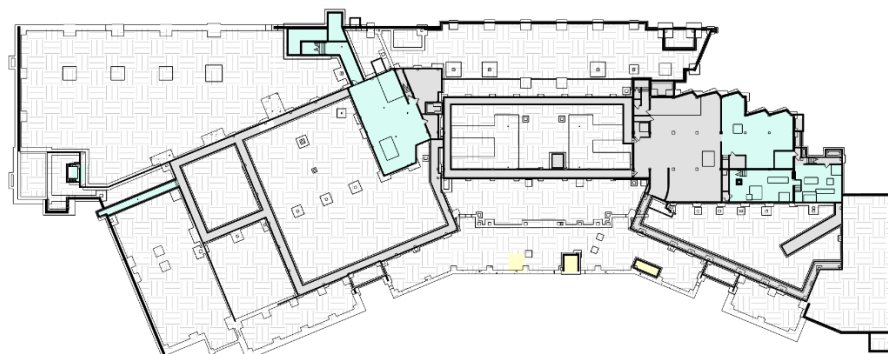


2B LEVEL 2 PLAN - PHASING THRU PHASE 3
1" = 40'-0"

PHASING LEGEND



2C LEVEL 1 PLAN - PHASING THRU PHASE 3
1" = 40'-0"



2E LEVEL 0 PLAN - PHASING THRU PHASE 3
1" = 40'-0"

END OF EXHIBIT A

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Full Team by Task

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management (CD 100%)	\$86,020.00	\$490.00	\$0.00	\$0.00	\$86,510.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$1,189,243.00	\$5,920.00	\$22,467.50	\$0.00	\$1,217,630.50
III. Additional Services (Accrued in SD and DD)	\$381,782.00	\$2,000.00	\$0.00	\$25,000.00	\$408,782.00
Totals	\$1,657,045.00	\$8,410.00	\$22,467.50	\$25,000.00**	\$1,712,922.50

By Firm

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
Ardurra - Civil	\$159,925.00	\$920.00	\$807.50	\$25,000.00	\$186,652.50
Alliance - Architecture	\$719,360.00	\$4,160.00	\$2,850.00		\$726,370.00
Michaud Cooley Erickson - Mechanical and Electrical Engineering	\$262,280.00	\$1,520.00	\$8,550.00		\$272,350.00
Faith Group - IT, Security, Common-Use Technologies, Public Address	\$157,920.00	\$910.00	\$2,850.00		\$161,680.00
Swanson Rink - Baggage Screening and Conveyance	\$57,010.00	\$340.00	\$0.00		\$57,350.00
VDA - Vertical Circulation	\$17,110.00	\$100.00	\$0.00		\$17,210.00
Entro - Wayfinding/Signage	\$80,370.00	\$460.00	\$4,560.00		\$85,390.00
MBJ - Structural	\$203,070.00	\$0.00	\$2,850.00		\$205,920.00
Totals	\$1,657,045.00	\$8,410.00	\$22,467.50	\$0.00**	\$1,712,922.50

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Ardurra - Civil

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management (CD 100%)	\$30,920.00	\$180.00	\$0.00		\$31,100.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$102,523.00	\$590.00	\$807.50		\$103,920.50
III. Additional Services (Accrued in SD and DD)	\$26,482.00	\$150.00	\$0.00	\$25,000.00*	\$51,632.00
Totals	\$159,925.00	\$920.00	\$807.50	\$25,000.00	\$186,652.50

Whole Project Labor Summary	Total Hours	Prin	PM	PE	EI	LA PM	LA	Admin	Total Cost for Labor
		\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00	
Labor	961	143	186	216	340	20	40	16	\$159,925.00

Ardurra - Civil

I. Project Definition and Management (CD 100%)	Total	Prin	PM	PE	EI	LA PM	LA	Admin		Total Cost
	Hours	\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00		per Item
Project Definition / Scope of Work Development	24	16	8							\$5,504.00
Project Management	40	16	8					16		\$7,616.00
Grant Administration (Ardurra Only)	80	40	40							\$17,800.00
Estimated Total Labor	144	72	56	0	0	0	0	16	\$0.00	\$30,920.00
Production Copier									\$130.00	\$130.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$180.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$17,496.00	\$11,312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,112.00	\$180.00	\$31,100.00

Ardurra - Civil

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Prin	PM	PE	EI	LA PM	LA	Admin		Total Cost per Item
		\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00		
Construction Documents (100%)	657	53	100	172	296	12	24	0		\$102,523.00
a.Finalize landside civil site grading.	82	2	8	12	24	12	24			\$11,930.00
b.Finalize airside civil site grading including apron & aircraft parking.	112	4	16	32	60					\$16,788.00
c.Finalize landside and airside storm drainage design.	46	2	8	12	24					\$6,998.00
d.Finalize site utility plans including existing and proposed wet and dry utilities.	29	1	4	8	16					\$4,315.00
e. Prepare final CD drawings.	144	8	12	24	100					\$20,296.00
f. Prepare final specifications.	54	2	12	40						\$9,790.00
g. Prepare final CSPP.	82	6	12	24	40					\$12,730.00
h. Update project eligibility plan and worksheets. Review eligibility with Owner and FAA.	52	8	8	12	24					\$8,456.00
i. Design Review Meetings	24	12	12							\$5,340.00
j. CM-GC Bidding Assistance	32	8	8	8	8					\$5,880.00
Estimated Total Labor	657	53	100	172	296	12	24	0	\$0.00	\$102,523.00
Production Copier									\$430.00	\$430.00
Postage and Freight									\$160.00	\$160.00
Estimated Total Expenses										\$590.00
Mileage									\$357.50	\$357.50
Flight/s (9 person-trips)									\$0.00	\$0.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$807.50
Total		\$12,879.00	\$20,200.00	\$29,584.00	\$34,928.00	\$2,220.00	\$2,712.00	\$0.00	\$1,397.50	\$103,920.50

Ardurra - Civil

III. Additional Services (Accrued in SD and DD)	Total Hours	Prin	PM	PE	EI	LA PM	LA	Admin		Total Cost per Item
		\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00		
A. Project Phasing	24	8	8	8						\$4,936.00
B. Early Release Packages	48	4	8	12	24					\$7,484.00
C. Restroom Blocks and Central Hall Modifications	14		2	4	8					\$2,036.00
D. Temporary Structure Coordination for Temp OBB	24	4	8	12						\$4,652.00
E. Covered Mall Code vs. Fire Separations	0									\$0.00
F. Landside Scope Additions	50	2	4	8	12	8	16			\$7,374.00
G. South Expansion Increase in Square Footage	0									\$0.00
Estimated Total Labor	160	18	30	44	44	8	16	0	\$0.00	\$26,482.00
Production Copier									\$110.00	\$110.00
Postage and Freight									\$40.00	\$40.00
Estimated Total Expenses										\$150.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$4,374.00	\$6,060.00	\$7,568.00	\$5,192.00	\$1,480.00	\$1,808.00	\$0.00	\$150.00	\$26,632.00

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management (CD 100%)	\$28,000.00	\$160.00	\$0.00		\$28,160.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$438,290.00	\$2,540.00	\$2,850.00		\$443,680.00
III. Additional Services (Accrued in SD and DD)	\$253,070.00	\$1,460.00	\$0.00		\$254,530.00
Totals	\$719,360.00	\$4,160.00	\$2,850.00	\$0.00	\$726,370.00

Whole Project Labor Summary	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title	Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00	for Labor
Labor	5004	112	1680	928	1080	1060	144	0	\$719,360.00

I. <u>Project Definition and Management (CD 100%)</u>	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00		per Item
Project Definition / Scope of Work Development	40	20	20							\$8,000.00
Project Management	120	20	100							\$20,000.00
Estimated Total Labor	160	40	120	0	0	0	0	0	\$0.00	\$28,000.00
Production Copier									\$120.00	\$120.00
Postage and Freight									\$40.00	\$40.00
Estimated Total Expenses										\$160.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$10,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	\$28,160.00

Alliance - Architecture

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title	Total Cost per Item	
		\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00		
Construction Documents (100%)	3081	53	1180	528	700	620	0	0	\$438,290.00	
a. Finalize architectural design concepts and develop construction details.	468	8	180	80	120	80			\$67,000.00	
b. Provide CD-level engineering system design and coordination	292		80	12	120	80			\$37,760.00	
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	282	2	80	160	20	20			\$45,900.00	
d. Code official meetings, coordination, and drawing review.	116		24	12	40	40			\$14,960.00	
e. Provide CD-level drawings and coordination with all listed disciplines	686	6	260	180	120	120			\$100,500.00	
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	280		120		80	80			\$36,400.00	
g. Phasing refinement and construction schedule development (in coordination with Clayco)	244	4	120	40	40	40			\$35,400.00	
h. Facilitate TSA and FAA review including coordination and meetings.	54	2	12		20	20			\$6,900.00	
i. Meetings and coordination with additional stakeholders as determined by IDA	85	5	40		20	20			\$11,850.00	
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	440		200		120	120			\$57,600.00	
k. Design Review Meetings	72	24	24	24					\$13,920.00	
l. CM/GC Bidding Assistance	62	2	40	20					\$10,100.00	
Estimated Total Labor	3081	53	1180	528	700	620	0	0	\$438,290.00	
Production Copier								\$1,840.00	\$1,840.00	
Postage and Freight								\$700.00	\$700.00	
Estimated Total Expenses									\$2,540.00	
Mileage									\$0.00	
Flight/s (9 person-trips)								\$2,400.00	\$2,400.00	
Hotel / Food								\$450.00	\$450.00	
Estimated Total Travel									\$2,850.00	
Total		\$13,250.00	\$177,000.00	\$95,040.00	\$91,000.00	\$62,000.00	\$0.00	\$0.00	\$5,390.00	\$443,680.00

Alliance - Architecture

III. <u>Additional Services (Accrued in SD and DD)</u>	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00		per Item
A. Project Phasing	264	4	60	40	60	60	40			\$38,200.00
B. Early Release Packages	222	2	40	60	60	60				\$31,100.00
C. Restroom Blocks and Central Hall Modifications	284	4	40	60	60	80	40			\$40,800.00
D. Temporary Structure Coordination for Temp OBB	182	2	60	40	40	40				\$25,900.00
E. Covered Mall Code vs. Fire Separations	181	1	60	40	40	40				\$25,650.00
F. Landside Scope Additions	286	2	40	80	60	80	24			\$41,020.00
G. South Expansion Increase in Square Footage	344	4	80	80	60	80	40			\$50,400.00
Estimated Total Labor	1763	19	380	400	380	440	144	0	\$0.00	\$253,070.00
Production Copier									\$1,060.00	\$1,060.00
Postage and Freight									\$400.00	\$400.00
Estimated Total Expenses										\$1,460.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$4,750.00	\$57,000.00	\$72,000.00	\$49,400.00	\$44,000.00	\$25,920.00	\$0.00	\$1,460.00	\$254,530.00

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$0.00	\$0.00	\$0.00		\$0.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$262,280.00	\$1,520.00	\$8,550.00		\$272,350.00
III. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$262,280.00	\$1,520.00	\$8,550.00	\$0.00	\$272,350.00

Whole Project Labor Summary	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting		Total Cost for Labor
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$1.00	
Labor	1630	38	188	428	576	236	164	0	\$262,280.00

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Michaud Cooley Erickson - Mechanical and Electrical Engineering

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	0		Total Cost per Item
\$250.00		\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$1.00			
Construction Documents (100%)	1630	38	188	428	576	236	164	0		\$262,280.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00
b. Provide CD-level engineering system design and coordination	508	8	40	120	160	100	80			\$80,400.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	96		20	20	40	8	8			\$15,580.00
d. Code official meetings, coordination, and drawing review.	58	2	16	16	8	8	8			\$10,340.00
e. Provide CD-level drawings and coordination with all listed disciplines	676	16	40	200	300	80	40			\$105,200.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	102	2	20	20	40	12	8			\$16,680.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	36	4	8	8	8	8				\$6,400.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	82	2	16	16	16	16	16			\$13,860.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	24	4	4	4	4	4	4			\$4,340.00
k. Design Review Meetings	48		24	24						\$9,480.00
l. CM/GC Bidding Assistance	0									\$0.00
Estimated Total Labor	1630	38	188	428	576	236	164	0	\$0.00	\$262,280.00
Production Copier									\$1,100.00	\$1,100.00
Postage and Freight									\$420.00	\$420.00
Estimated Total Expenses										\$1,520.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$7,200.00	\$7,200.00
Hotel / Food									\$1,350.00	\$1,350.00
Estimated Total Travel										\$8,550.00
Total		\$9,500.00	\$41,360.00	\$74,900.00	\$74,880.00	\$35,400.00	\$26,240.00	\$0.00	\$10,070.00	\$272,350.00

Michaud Cooley Erickson - Mechanical and Electrical Engineering

[illegible]

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Faith Group - IT, Security, Common-Use Technologies, Public Address

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$6,920.00	\$40.00	\$0.00		\$6,960.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$134,220.00	\$770.00	\$2,850.00		\$137,840.00
III. Additional Services	\$16,780.00	\$100.00	\$0.00		\$16,880.00
Totals	\$157,920.00	\$910.00	\$2,850.00	\$0.00	\$161,680.00

Whole Project Labor Summary	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support	Total Cost for Labor
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00	
Labor	858	72	196	46	288	40	160	56	\$141,140.00

Faith Group - IT, Security, Common-Use Technologies, Public Address

I. Project Definition and Management	Total	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost
	Hours	\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		per Item
Project Definition / Scope of Work Development	0									\$0.00
Project Management	40	24						16		\$6,920.00
Estimated Total Labor	40	24	0	0	0	0	0	16	\$0.00	\$6,920.00
Production Copier									\$30.00	\$30.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$40.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$5,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.00	\$40.00	\$6,960.00

Faith Group - IT, Security, Common-Use Technologies, Public Address

II. <u>Terminal South Expansion and CMC Enabling Work</u> (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost per Item
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		
Construction Documents (100%)	818	48	196	46	288	40	160	40		\$134,220.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00
b. Provide CD-level engineering system design and coordination	416	8	64	24	160	40	120			\$64,400.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	8		8							\$1,640.00
e. Provide CD-level drawings and coordination with all listed disciplines	56		12		12		32			\$7,700.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	112	8	24	16	48			16		\$19,440.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	24	8	8		8					\$4,880.00
h. Facilitate TSA and FAA review including coordination and meetings.	40	4	12		24					\$7,480.00
i. Meetings and coordination with additional stakeholders as determined by IDA	42	12	12	6	12					\$8,520.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	20	4	8				8			\$3,380.00
k. Design Review Meetings	24		24							\$4,920.00
l. CM/GC Bidding Assistance	76	4	24		24			24		\$11,860.00
Estimated Total Labor	818	48	196	46	288	40	160	40	\$0.00	\$134,220.00
Production Copier									\$560.00	\$560.00
Postage and Freight									\$210.00	\$210.00
Estimated Total Expenses										\$770.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
Total		\$11,280.00	\$40,180.00	\$9,200.00	\$48,960.00	\$5,400.00	\$16,000.00	\$3,200.00	\$3,620.00	\$137,840.00

Faith Group - IT, Security, Common-Use Technologies, Public Address

III. <u>Additional Services</u>	Total Hours	Principal in Charge	Lead Project Engineer	Airport SME	Sr. Systems Designer	Systems Designer	Designer	Project Support		Total Cost per Item
		\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		
A. Project Phasing	32		8		12		12			\$4,880.00
B. Early Release Packages	80		12	4	32		32			\$11,900.00
C. Restroom Blocks and Central Hall Modifications	0									
D. Temporary Structure Coordination for Temp OBB	0									
E. Covered Mall Code vs. Fire Separations	0									
F. Landside Scope Additions	0									
G. South Expansion Increase in Square Footage	0	0	0							\$0.00
Estimated Total Labor	112	0	20	4	44	0	44	0	\$0.00	\$16,780.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$0.00	\$4,100.00	\$800.00	\$7,480.00	\$0.00	\$4,400.00	\$0.00	\$100.00	\$16,880.00

Workplan and Fee Estimate
IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Swanson Rink - Baggage Screening and Conveyance

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$11,990.00	\$70.00	\$0.00		\$12,060.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$35,100.00	\$210.00	\$0.00		\$35,310.00
III. Additional Services	\$9,920.00	\$60.00	\$0.00		\$9,980.00
Totals	\$57,010.00	\$340.00	\$0.00	\$0.00	\$57,350.00

Whole Project Labor Summary	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA	Total Cost for Labor
		\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00	
Labor	363	0	0	116	0	53	98	82	#REF!	#REF!

Swanson Rink - Baggage Screening and Conveyance

I. Project Definition and Management	Total	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost
	Hours	\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00		per Item
Project Definition / Scope of Work Development	0										\$0.00
Project Management	96							82	14		\$11,990.00
Estimated Total Labor	96	0	0	0	0		0	82	14	\$0.00	\$11,990.00
Production Copier										\$50.00	\$50.00
Postage and Freight										\$20.00	\$20.00
Estimated Total Expenses											\$70.00
Mileage											\$0.00
Flight/s (0 person-trips)										\$0.00	\$0.00
Hotel / Food										\$0.00	\$0.00
Estimated Total Travel											\$0.00
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,660.00	\$1,330.00	\$70.00	\$12,060.00

Swanson Rink - Baggage Screening and Conveyance

II. <u>Terminal South Expansion and CMC Enabling Work</u> (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost per Item
		\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00		
Construction Documents (100%)	267	0	0	116	0	53	98	0	4		\$35,100.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00	\$0.00
b. Provide CD-level engineering system design and coordination	186			45		43	98			\$22,160.00	\$22,160.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00	\$0.00
d. Code official meetings, coordination, and drawing review.	0									\$0.00	\$0.00
e. Provide CD-level drawings and coordination with all listed disciplines	25			15		10				\$3,600.00	\$3,600.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	20			20					4	\$3,204.00	\$3,580.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	0									\$0.00	\$0.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00	\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	28			28						\$4,480.00	\$4,480.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	0									\$0.00	\$0.00
k. Design Review Meetings	8			8						\$1,280.00	\$1,280.00
l. CM/GC Bidding Assistance	0									\$0.00	\$0.00
Estimated Total Labor	267	0	0	116	0	53	98	0	4	\$0.00	\$35,100.00
Production Copier										\$150.00	\$150.00
Postage and Freight										\$60.00	\$60.00
Estimated Total Expenses											\$210.00
Mileage											\$0.00
Flight/s (2 person-trips)										\$0.00	\$0.00
Hotel / Food										\$0.00	\$0.00
Estimated Total Travel											\$0.00
Total		\$0.00	\$0.00	\$18,560.00	\$0.00	\$6,360.00	\$9,800.00	\$0.00	\$380.00	\$210.00	\$35,310.00

Swanson Rink - Baggage Screening and Conveyance

III. <u>Additional Services</u>	Total Hours	Senior VP	Director	Sr. Engineer	Project Engineer	Engineer II	CAD	PM	PA		Total Cost per Item
		\$200.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$130.00	\$95.00		
A. Project Phasing	16			8			8				\$2,080.00
B. Early Release Packages	18			12			6				\$2,520.00
C. Restroom Blocks and Central Hall Modifications	0										\$0.00
D. Temporary Structure Coordination for Temp OBB	41			12		25	4				\$5,320.00
E. Covered Mall Code vs. Fire Separations	0										\$0.00
F. Landside Scope Additions	0										\$0.00
G. South Expansion Increase in Square Footage	0										\$0.00
Estimated Total Labor	75	0	0	32	0	25	18	0	0	\$0.00	\$9,920.00
Production Copier										\$40.00	\$40.00
Postage and Freight										\$20.00	\$20.00
Estimated Total Expenses											\$60.00
Mileage											\$0.00
Flight/s (0 person-trips)										\$0.00	\$0.00
Hotel / Food										\$0.00	\$0.00
Estimated Total Travel											\$0.00
Total		\$0.00	\$0.00	\$5,120.00	\$0.00	\$3,000.00	\$1,800.00	\$0.00	\$0.00	\$60.00	\$9,980.00

10/20/2023

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$0.00	\$0.00	\$0.00		\$0.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$166,920.00	\$0.00	\$2,850.00		\$169,770.00
III. Additional Services	\$36,150.00	\$0.00	\$0.00		\$36,150.00
Totals	\$203,070.00	\$0.00	\$2,850.00	\$0.00	\$205,920.00

[illegible]

MBJ - Structural

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Principal	PM/Senior Engineer	Engineer	Modeler	Admin	Title	Title		Total Cost
		\$240.00	\$180.00	\$155.00	\$115.00	\$135.00	\$1.00	\$1.00		per Item
Construction Documents (100%)	1106	42	244	324	396	100	0	0		\$166,920.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00
b. Provide CD-level engineering system design and coordination	1060	32	216	316	396	100				\$157,820.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	0									\$0.00
e. Provide CD-level drawings and coordination with all listed disciplines	0									\$0.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	12	4	8							\$2,520.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	0									\$0.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	0									\$0.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	12	4	8							\$2,520.00
k. Design Review Meetings	16		8	8						\$2,800.00
l. CM/GC Bidding Assistance	6	2	4							\$1,260.00
Estimated Total Labor	1106	42	244	324	396	100	0	0	\$0.00	\$166,920.00
Production Copier									\$0.00	\$0.00
Postage and Freight									\$0.00	\$0.00
Estimated Total Expenses										\$0.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
Total		\$10,080.00	\$47,580.00	\$50,220.00	\$45,540.00	\$13,500.00	\$0.00	\$0.00	\$2,850.00	\$169,770.00

MBJ - Structural

III. Additional Services	Total Hours	Principal	PM/Senior Engineer	Engineer	Modeler	Admin	Title	Title		Total Cost
		\$240.00	\$195.00	\$155.00	\$115.00	\$135.00	\$1.00	\$1.00		per Item
A. Project Phasing	0									\$0.00
B. Early Release Packages	73	1	16	20	20	16				\$10,920.00
C. Restroom Blocks and Central Hall Modifications	39	1	8	12	12	6				\$5,850.00
D. Temporary Structure Coordination for Temp OBB	29	1	8	8	8	4				\$4,500.00
E. Covered Mall Code vs. Fire Separations	29	1	8	8	8	4				\$4,500.00
F. Landside Scope Additions	0									\$0.00
G. South Expansion Increase in Square Footage	69	1	16	20	20	12				\$10,380.00
Estimated Total Labor	239	5	56	68	68	42	0	0	\$0.00	\$36,150.00
Production Copier									\$0.00	\$0.00
Postage and Freight									\$0.00	\$0.00
Estimated Total Expenses										\$0.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$1,200.00	\$10,920.00	\$10,540.00	\$7,820.00	\$5,670.00	\$0.00	\$0.00	\$0.00	\$36,150.00

Workplan and Fee Estimate
IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Entro - Wayfinding/Signage

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$7,010.00	\$40.00	\$0.00		\$7,050.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$33,980.00	\$190.00	\$4,560.00		\$38,730.00
III. Additional Services	\$39,380.00	\$230.00	\$0.00		\$39,610.00
Totals	\$80,370.00	\$460.00	\$4,560.00	\$0.00	\$85,390.00

Whole Project Labor Summary	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician			Total Cost for Labor
		\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00	
Labor	244	10	66	84	72	12	0	0	\$40,990.00

Entro - Wayfinding/Signage

I. Project Definition and Management	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	0	0		Total Cost
	Hours	\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00		per Item
Project Definition / Scope of Work Development	26	2	8	16						\$4,730.00
Project Management	12		12							\$2,280.00
Estimated Total Labor	38	2	20	16	0	0	0	0	\$0.00	\$7,010.00
Production Copier									\$30.00	\$30.00
Postage and Freight									\$10.00	\$10.00
Estimated Total Expenses										\$40.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$650.00	\$3,800.00	\$2,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$7,050.00

Entro - Wayfinding/Signage

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	0	0		Total Cost per Item
		\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00		
Construction Documents (100%)	206	8	46	68	72	12	0	0		\$33,980.00
a. Finalize architectural design concepts and develop construction details.	84	8	12	24	32	8				\$14,320.00
b. Provide CD-level engineering system design and coordination	32		4	8	16	4				\$4,840.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	6		2	4						\$1,020.00
e. Provide CD-level drawings and coordination with all listed disciplines	14		2	4	8					\$2,140.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	6		2	4						\$1,020.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	8		8							\$1,520.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	12		4	8						\$2,040.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	28		4	8	16					\$4,280.00
k. Design Review Meetings	16		8	8						\$2,800.00
l. CM/GC Bidding Assistance	0									\$0.00
Estimated Total Labor	206	8	46	68	72	12	0	0	\$0.00	\$33,980.00
Production Copier									\$140.00	\$140.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$190.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$3,825.00	\$3,825.00
Hotel / Food									\$735.00	\$735.00
Estimated Total Travel										\$4,560.00
Total		\$2,600.00	\$8,740.00	\$10,880.00	\$10,080.00	\$1,680.00	\$0.00	\$0.00	\$4,750.00	\$38,730.00

Entro - Wayfinding/Signage

III. Additional Services	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	0	0		Total Cost per Item
		\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00		
A. Project Phasing	68	4	24	40						\$12,260.00
B. Early Release Packages	24		8	16						\$4,080.00
C. Restroom Blocks and Central Hall Modifications	72		16	32	16	8				\$11,520.00
D. Temporary Structure Coordination for Temp OBB	36		8	16	8	4				\$5,760.00
E. Covered Mall Code vs. Fire Separations	0									\$0.00
F. Landside Scope Additions	36		8	16	8	4				\$5,760.00
G. South Expansion Increase in Square Footage	0									\$0.00
Estimated Total Labor	236	4	64	120	32	16	0	0	\$0.00	\$39,380.00
Production Copier									\$170.00	\$170.00
Postage and Freight									\$60.00	\$60.00
Estimated Total Expenses										\$230.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$1,300.00	\$12,160.00	\$19,200.00	\$4,480.00	\$2,240.00	\$0.00	\$0.00	\$230.00	\$39,610.00

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

VDA - Vertical Circulation

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
I. Project Definition and Management	\$1,180.00	\$0.00	\$0.00		\$1,180.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$15,930.00	\$100.00	\$0.00		\$16,030.00
III. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$17,110.00	\$100.00	\$0.00	\$0.00	\$17,210.00

Whole Project Labor Summary	Total Hours	Project Lead							Total Cost for Labor
		\$295.00							
Labor	58	58	0	0	0	0	0	0	\$17,110.00

VDA - Vertical Circulation

[illegible]

VDA - Vertical Circulation

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Project Lead	0	0	0	0	0	0		Total Cost per Item
		\$295.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Construction Documents (100%)	54	54	0	0	0	0	0	0		\$15,930.00
a. Finalize architectural design concepts and develop construction details.	16	16								\$4,720.00
b. Provide CD-level engineering system design and coordination	16	16								\$4,720.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	0									\$0.00
e. Provide CD-level drawings and coordination with all listed disciplines	0									\$0.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	0									\$0.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	0									\$0.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	14	14								\$4,130.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	0									\$0.00
k. Design Review Meetings	8	8								\$2,360.00
l. CM/GC Bidding Assistance	0									\$0.00
Estimated Total Labor	54	54	0	0	0	0	0	0	\$0.00	\$15,930.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$15,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$16,030.00

VDA - Vertical Circulation

[illegible]

File #: 24-117

City Council Meeting

FROM: Wade Sanner, Director
DATE: Thursday, January 18, 2024
DEPARTMENT: Community Development Services

Subject

Extension of the Downtown Parking Memorandum of Understanding (MOU) between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls

Council Action Desired

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

Approve the extension of the Downtown Parking Memorandum of Understanding between IFDDC and the City of Idaho Falls (or take other action as deemed appropriate).

Description, Background Information & Purpose

Extension of the contract related to the MOU so the Idaho Falls Downtown Development Corporation can continue to enforce downtown parking.

Alignment with City & Department Planning Objectives



The proposed MOU extension is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

This MOU was reviewed by staff from the Planning Division and the City Attorney's Office

Fiscal Impact

The annual amount of the services provided within this MOU is \$92,200.00, with funding budgeted in the

2023/24 Community Development Services budget.

Legal Review

This MOU has been reviewed by the City's Legal Department pursuant to applicable law.

**MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING
PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO
FALLS DOWNTOWN DEVELOPMENT CORPORATION**

THIS MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION (hereinafter “MOU”) is entered into this day ____ of _____, 2024, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and the Idaho Falls Downtown Development Corporation, a 501 (c)(3) Idaho non-profit corporation, 381 Shoup Ave, Ste. 207, Idaho Falls, Idaho, 83402 (hereinafter “IFDDC”).

WHEREAS, the downtown area in Idaho Falls is a vital, vibrant, and important part of our community; and

WHEREAS, the commercial and business establishments in downtown thrive when there is efficient and effective and predictable parking usage; and

WHEREAS, CITY wishes to promote the downtown area and to explore a different way to manage the availability of on-street and off-street parking in the area depicted in Exhibit “A” incorporated in this MOU; and

WHEREAS, the Idaho Falls Downtown Development Corporation (“IFDDC”) is dedicated to the improvement and sustaining of the downtown area for commercial, business, and residential purposes; and

WHEREAS, CITY and IFDDC are of the opinion that IFDDC has the proper interest, organization, and staffing to regulate on-street and off-street parking in the downtown area; and

WHEREAS, CITY and IFDDC desire to allow IFDDC to regulate downtown parking for the term of this MOU in order to have an effective downtown parking program.

THEREFORE, in consideration of the mutual promises below, CITY and IFDDC agree as follows:

1.0 IFDDC’s OBLIGATIONS

1.1 Scope of IFDDC’S Authority

IFDDC shall administer permits and enforcement of IFDDC parking program on CITY streets and public rights-of-way within the area in and around downtown Idaho Falls and as identified on the map incorporated into this MOU as Exhibit “A,” including both sides of the streets that form the borders of the area illustrated in Exhibit “A.” Upon mutual written agreement, CITY and IFDDC may amend Exhibit “A.”

1.2 IFDDC’s Parking Regulations

IFDDC shall apply all relevant state and local on-street and off-street parking regulations on City streets and public rights-of-way within the downtown area, as identified on the map appropriated as Exhibit “A” through the term of this MOU. Such parking regulations

include those contained in Idaho Code Title 49 and Idaho Falls City Code , especially those regulations within Idaho Falls City Code Title 9.

1.3 Broadway Plaza Cleaning

IFDDC shall also conduct a cleaning of Broadway Plaza. The cleaning should include the removal of all trash, leaves, weeds, and other debris; and power washing of the concrete pedestrian plaza. The cleaning of Broadway Plaza shall be completed no later than September 31, 2024.

1.4 CITY's Jurisdiction

IFDDC acknowledges that this MOU is not intended to be construed in any way to void, limit, or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way. Neither shall this MOU be construed as granted IFDDC an exclusive right to apply or enforce on-street and off-street parking regulations in the downtown area.

1.5 Collections and Use of Revenue

CITY agrees to pay IFDDC seventy seven thousand dollars (\$77,000) per year, during the term of this MOU, for management and enforcement of on-street and off-street parking in the area illustrated in Exhibit "A." IFDDC shall collect revenues associated with regulation and enforcement of the IFDDC Parking Program, including collection of administrative fines and penalties related to enforcement as described in this MOU, on dedicated CITY streets, parking lots, and public rights-of-way in the area shown in Exhibit "A." IFDDC agrees that revenues generated from parking enforcement, encompassed by this MOU, shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets, public rights-of-way, public parking facilities, and public property, as directed by CITY. In the event that IFDDC's costs exceed, one hundred thirty-one thousand seven hundred dollars (\$131,700), IFDDC may deduct reasonable costs directly attributable to enforcement or collection of parking revenue from the amount of revenue collected for and on behalf of CITY.

Nothing in this MOU precludes IFDDC from retaining monies collected in excess of IFDDC program expenses as reserve funds for future downtown parking enhancements.

1.6 Parking and Traffic Control Signs

CITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by IFDDC. IFDDC shall correct any inadequate or improper signage or markings at the direction of CITY's Director of Public Works. Any additional signage requested by IFDDC related to this MOU shall be approved by CITY Director of Public Works.

1.7 Liability Coverage Provisions

CITY is a governmental entity subject to statutory and constitutional restrictions concerning the acceptance of liability, CITY's liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment and will not be responsible for the other Parties risks or liabilities.

1.8.1 Each Party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.8.2 Subject to the limits of CITY liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, IFDDC shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by IFDDC's performance under this MOU.

1.8.3 Indemnitee shall promptly notify the IFDDC of any such claim of which it has knowledge and shall cooperate fully with IFDDC or its representatives in the defense of the same, to the extent allowed by Idaho Code and Idaho County Risk Management Program (ICRMP).

1.8.4 IFDDC's shall maintain Automobile Insurance, Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of liability of one million dollars (\$1,000,000.00) Combined Single Limits. IFDDC shall provide to CITY, upon request, proof of insurance for any required coverage under this paragraph.

1.8.5 IFDDC shall indemnify, defend and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on IFDDC's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of IFDDC, or any of its agents, subcontractors, employees, invitees or guests. IFDDC, upon notice from CITY, shall defend CITY at IFDDC's expense by counsel reasonably satisfactory to CITY. IFDDC, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.8 Reporting Obligations

1.9.1 Claim Reporting. IFDDC shall provide a report to CITY of any liability or negligence claim of which it had knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.9.2 Activity Reporting. On or before June 1, 2024, IFDDC shall provide an annual report to CITY summarizing the following:

- a. number of parking permits sold for CITY streets and public-rights-of-way;
- b. revenue from permits sold for CITY streets and public rights-of-way;
- c. revenue generated from collection of administrative fines and penalty tickets;
- d. locations and amount of each ticket for parking violations on CITY streets, public property, public parking lots, and public rights-of-way; and
- e. percentage of total IFDDC parking ticket revenue collected from tickets for CITY streets, public property, public parking lots, and public rights-of-way.

2.0 Grant of Authority

IFDDC employees are hereby granted the authority to issue permits and tickets or citations and to enforce CITY parking regulations on all CITY streets and public rights-of-way shown on Exhibit “A” in the manner as outlined in the Idaho Falls City Code.

3.0 General Terms

3.1 Additional Acts

Except as otherwise provided herein, the Parties to this MOU shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as any Party to the MOU may reasonably require to execute the promises in this MOU.

3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

IFDDC: Executive Director
 381 Shoup Avenue, Ste. 207
 Idaho Falls, ID 83402

CITY: Director of Community Development Services Department
 P.O. Box 50220
 Idaho Falls, ID 83405
 (208) 612-8256

3.3 Term

The term of this MOU shall commence on execution of this Agreement and shall end September 31, 2024. This MOU shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either Party may terminate this MOU by providing written notice six (6) months in advance of the proposed termination. Monies and resources paid to or collected by IFDDC shall be apportioned pro rata, at the termination of this MOU. IFDDC shall remit CITY a detailed accounting of amounts paid to IFDDC from CITY, IFDDC's costs directly incurred by IFDDC's parking management, amounts collected by IFDDC, and any money withheld by IFDDC for its costs or retained as reserve funds for future downtown parking enhancements.

3.5 Open Records and Retention

IFDDC agrees that all records created as part IFDDC's day-to-day business performance of the MOU shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22.

3.6 Modification

This MOU may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.7 Headings

The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.8 Entity Authority

Each individual executing this MOU on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said Party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this MOU is binding upon said Party in accordance with its terms.

3.9 Nondiscrimination

IFDDC 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. In addition, IFDDC shall ensure that it administers the parking regulations and work under this MOU without discrimination 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.

3.10 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 IFDDC employs ten (10) or more persons, IFDDC 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.

3.11 Certification of No Chinese Ownership

Pursuant to Idaho Code § 67-2359, IFDDC certifies that IFDDC is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

ATTEST:

CITY OF IDAHO FALLS

Corrine Wilde, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

IFDDC

By: _____

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. 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 he is authorized to execute the same for and on behalf of said City.

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

Notary Public for State of Idaho

Residing at Idaho Falls, Idaho

My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2024, before me, the undersigned, a notary public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of the Idaho Falls Downtown Development Corporation.

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

Notary Public for State of Idaho

Residing at Idaho Falls, Idaho

My Commission Expires: _____

(Seal)

Exhibit "A"

Exhibit A

0 125 250 500 750 1,000 Feet





Memorandum

File #: 24-113

City Council Meeting

FROM: Bear Prairie, General Manager

DATE: Tuesday, January 16, 2024

DEPARTMENT: Idaho Falls Power

Subject
IFP 24-09 Disconnect Switches for York Substation Upgrade - Royal Switchgear

Council Action Desired







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

Accept and approve the bid received from Royal Switchgear for a total of \$77,390.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified vendors to provide switchgear for the York Substation upgrade. IFP has standardized specific dimensions for substations switches. Of the nine bids received, only two met the required bid specifications, with Royal Switchgear being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐☐☐☐☐☐☐☒

This action supports our readiness for long-term reliability by improving public infrastructure and facilities and supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

n/a

Fiscal Impact

This purchase is budgeted for in the 2023-24 Capital Improvement Plan Budget.

Legal Review

The Legal Department concurs the recommended action complies with state statute.

Idaho Falls Power Bid Tabulation									
Project: Disconnect Switches - York Substation Upgrade				Number: IFP - 24-09					
Submitted Krista Thornton Facility Services Manager				Date: 1/3/2024					
				Royal Switch Gear			Irby (Royal)		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	1200A V Ganged Switch	5	each	\$ 1,240.00	\$ 7,580.00	22-26 Weeks	\$ 7,815.00	\$ 39,075.00	26-30 Weeks
2	2000A V Ganged Switch	3	each	\$ 8,430.00	\$ 25,290.00	22-26 Weeks	\$ 8,690.00	\$ 26,070.00	26-30 Weeks
3	1200A Hookstick Switch	36	each	\$ 1,030.00	\$ 37,080.00	12-16 Weeks	\$ 1,062.00	\$ 38,232.00	9-12 Weeks
4	2000A Hookstick Switch	6	each	\$ 1,240.00	\$ 7,440.00	12-16 Weeks	\$ 1,279.00	\$ 7,674.00	9-12 Weeks
					\$ 77,390.00		Total	\$ 111,051.00	

Recommended Award \$77,390 Royal Switchgear

Attending: Nikki Bradford
Krista Thornton
Joe Arnold
Wilson Lin

NOTE: 7 additional bids did not meet our specifications and are considered nonresponsive.

Memorandum

File #: 24-115

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, January 18, 2024
DEPARTMENT: Public Works

Subject

Bid Award - Meppen Canal Trail, 25th East to Idaho Canal

Council Action Desired

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

Approve the plans and specifications; award to the lowest responsive, responsible bidder, JM Concrete Inc., for \$955,652.50; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, January 16, 2024, bids were received and opened for the Meppen Canal Trail project. A tabulation of bid results is attached. The proposed bid award aims to construct nearly 2.1 miles of multi-use path from 25th East to the Idaho Canal along the Meppen Canal.

Alignment with City & Department Planning Objectives



This project supports the community-oriented results of a livable community and reliable public infrastructure and transportation by constructing multi-use pathway along the Meppen Canal.

Interdepartmental Coordination

Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

Funds for this project have been budgeted by the Parks and Recreation Department and expenditures will be reimbursed by the Transportation Alternatives Program. The city will be required to pay 7.34% match for the project.

Legal Review

The Legal Department has reviewed the bid process and concurs that the Council action desired is within the Idaho State Statute.

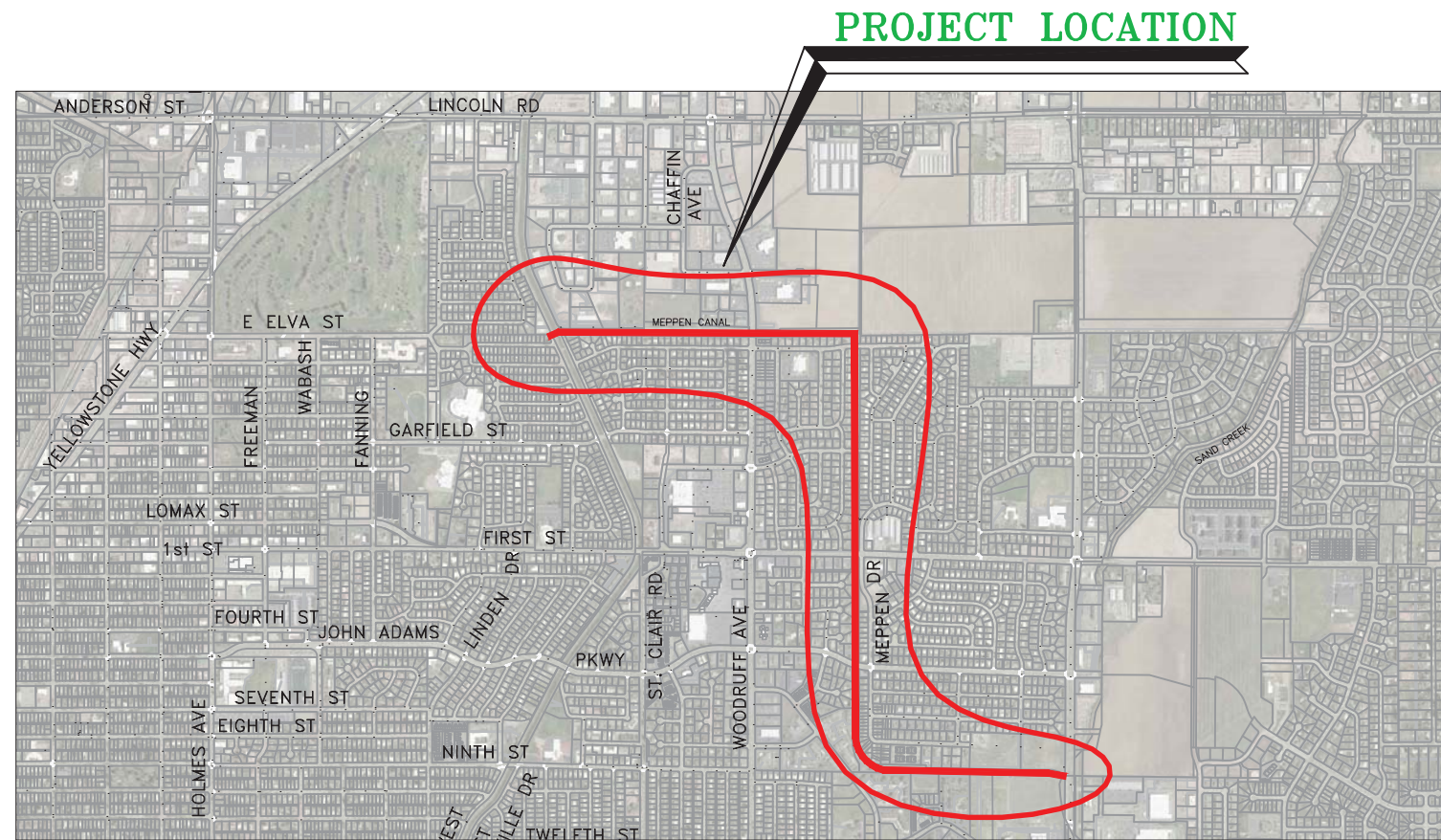
2-38-21-1-PRK-2018-40
2024-004

MEPPEN CANAL TRAIL

25TH EAST TO IDAHO CANAL

KEY #23696 | IDAHO FEDERAL AID #A023(696)

CITY PROJECT # 2-38-21-1-PRK-2018-40



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY



JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2023

<small>Digitally signed by Kent J. Fugal; A01410C00000177F92E041C00017649 Date: 2023.12.21 16:23:25-0700</small>			
AS BUILT DATE / BY:			
____ / ____			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION			
MEPPEN CANAL TRAIL 25TH EAST TO IDAHO CANAL TITLE PAGE			
CHECKED BY: KF	DESIGN TECH: RS	DATE PLOTTED: 12/21/2023	SHEET NO. 1 OF 17

City of Idaho Falls

Engineering Division Bid Tabulation

Project: Meppen Canal Trail - 25th East to Idaho Canal
Submitted: Kent J. Fugal, P.E., PTOE

Number: A023(696)---PRK-2018-40
Date: January 16, 2024

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		JM Concrete Inc		HK Contractors Inc		Knife River Corporation		Sunroc Corp	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
DIVISION 200 - EARTHWORK													
BASE BID 200	BASE BID DIVISION 200 - EARTHWORK												
201.4.1.D.1	Removal of Concrete	208	SY	\$15.00	\$3,120.00	\$10.00	\$2,080.00	\$13.25	\$2,756.00	\$12.00	\$2,496.00	\$33.00	\$6,864.00
201.4.1.E.1	Removal of Curb & Gutter	343	LF	\$20.00	\$6,860.00	\$5.00	\$1,715.00	\$11.50	\$3,944.50	\$8.00	\$2,744.00	\$47.00	\$16,121.00
206.4.1.H.3.	Loose Riprap	54	CY	\$106.00	\$5,724.00	\$50.00	\$2,700.00	\$66.25	\$3,577.50	\$93.00	\$5,022.00	\$85.00	\$4,590.00
700 DIVISION 700 - CONCRETE													
706.4.1.A.7	Curb and Gutter, Type Standard	409	LF	\$100.00	\$40,900.00	\$20.00	\$8,180.00	\$59.00	\$24,131.00	\$83.00	\$33,947.00	\$79.00	\$32,311.00
706.4.1.E.1.a	Concrete Sidewalks, 4" thickness	200	SY	\$120.00	\$24,000.00	\$36.00	\$7,200.00	\$83.00	\$16,600.00	\$93.00	\$18,600.00	\$144.00	\$28,800.00
706.4.1.E.1.b	Concrete Sidewalks, 5" thickness	48	SY	\$140.00	\$6,720.00	\$36.00	\$1,728.00	\$83.00	\$3,984.00	\$127.00	\$6,096.00	\$345.00	\$16,560.00
706.4.1.E.1.c	Concrete Sidewalks, 7" thickness	57	SY	\$180.00	\$10,260.00	\$45.00	\$2,565.00	\$103.00	\$5,871.00	\$109.00	\$6,213.00	\$202.00	\$11,514.00
1100 DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING													
1104.4.1.B.1	Thermoplastic Pavement Markings	711	SF	\$10.00	\$7,110.00	\$20.50	\$14,575.50	\$23.00	\$16,353.00	\$22.00	\$15,642.00	\$27.50	\$19,552.50
1105.4.1.E.1.a	Install Traffic Sign, Type Informational Sign	10	EA	\$900.00	\$9,000.00	\$1,200.00	\$12,000.00	\$1,320.00	\$13,200.00	\$1,250.00	\$12,500.00	\$1,660.00	\$16,600.00
1105.4.1.E.1.b	Install Traffic Sign, Type No Public Access	12	EA	\$600.00	\$7,200.00	\$1,100.00	\$13,200.00	\$1,210.00	\$14,520.00	\$1,150.00	\$13,800.00	\$1,520.00	\$18,240.00
1105.4.1.E.1.c	Install Traffic Sign, Type III Barricade, Dead Enc	2	EA	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,650.00	\$3,300.00	\$1,600.00	\$3,200.00	\$2,075.00	\$4,150.00
1105.4.1.G.1	Rectangular Rapid Flash Beacon (RRFB)	2	EA	\$7,500.00	\$15,000.00	\$23,000.00	\$46,000.00	\$27,225.00	\$54,450.00	\$20,500.00	\$41,000.00	\$26,300.00	\$52,600.00
2000 DIVISION 2000 - MISCELLANEOUS													
2010.4.1.A.1	Mobilization	1	LS	\$125,328.11	\$125,328.11	\$175,000.00	\$175,000.00	\$40,000.00	\$40,000.00	\$132,751.25	\$132,751.25	\$197,500.00	\$197,500.00
2080.4.1.A.1	Handrail	461	LF	\$150.00	\$69,150.00	\$65.00	\$29,965.00	\$227.00	\$104,647.00	\$240.00	\$110,640.00	\$289.00	\$133,229.00
SP SPECIAL PROVISIONS													
S0703	Concrete Retaining Wall	294	SF	\$60.00	\$17,640.00	\$60.00	\$17,640.00	\$138.00	\$40,572.00	\$150.00	\$44,100.00	\$311.00	\$91,434.00
S0706	Concrete Walk with Thickened Edge, 5"	130	SY	\$200.00	\$26,000.00	\$45.00	\$5,850.00	\$104.00	\$13,520.00	\$142.00	\$18,460.00	\$215.00	\$27,950.00
S0800	Pathway	10991	LF	\$38.00	\$417,658.00	\$28.00	\$307,748.00	\$34.00	\$373,694.00	\$48.00	\$527,568.00	\$48.25	\$530,315.75
S900-50A	SP Contingency Amount - Directed Repairs	10000	CA	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
212-011A	Fiber Wattle	11257	LF	\$2.50	\$28,142.50	\$1.00	\$11,257.00	\$5.00	\$56,285.00	\$4.00	\$45,028.00	\$5.00	\$56,285.00
210-005A	Structure Excavation Schedule No. 1	91	CY	\$71.00	\$6,461.00	\$15.00	\$1,365.00	\$22.00	\$2,002.00	\$30.00	\$2,730.00	\$28.15	\$2,561.65
210-015A	Compacting Backfill	68	CY	\$35.00	\$2,380.00	\$15.00	\$1,020.00	\$88.00	\$5,984.00	\$75.00	\$5,100.00	\$112.60	\$7,656.80
502-065A	Concrete Class 40AF	28	CY	\$1,500.00	\$42,000.00	\$1,000.00	\$28,000.00	\$765.00	\$21,420.00	\$1,175.00	\$32,900.00	\$980.00	\$27,440.00
503-020A	Epoxy Coated Metal Reinforcement	2059	LB	\$3.25	\$6,691.75	\$2.00	\$4,118.00	\$3.50	\$7,206.50	\$2.25	\$4,632.75	\$4.20	\$8,647.80
574-005A	Anti-Graffiti Coating	121	SF	\$12.00	\$1,452.00	\$10.00	\$1,210.00	\$14.50	\$1,754.50	\$9.00	\$1,089.00	\$18.30	\$2,214.30
640-010A	Riprap/Erosion Control Geotextile	126	SY	\$4.00	\$504.00	\$2.00	\$252.00	\$31.00	\$3,906.00	\$7.00	\$882.00	\$39.45	\$4,970.70
S501-25A	SP Bridge, Steel Pedestrian Bridge #884	1	LS	\$104,800.00	\$104,800.00	\$84,000.00	\$84,000.00	\$110,226.00	\$110,226.00	\$111,000.00	\$111,000.00	\$137,260.00	\$137,260.00
TOTAL BASE BID	TOTAL BASE BID				\$996,101.36		\$792,368.50		\$953,904.00		\$1,208,141.00		\$1,465,367.50
ALT-1 ADDITIVE ALTERNATE BID SCHEDULE NO.1													
200 DIVISION 200 - EARTHWORK													
201.4.1.F.1	Removal of Sign	2	EA	\$500.00	\$1,000.00	\$350.00	\$700.00	\$386.00	\$772.00	\$140.00	\$280.00	\$485.00	\$970.00
206.4.1.H.3.	Loose Riprap	27	CY	\$106.00	\$2,862.00	\$50.00	\$1,350.00	\$67.00	\$1,809.00	\$93.00	\$2,511.00	\$85.00	\$2,295.00
700 DIVISION 700 - CONCRETE													
706.4.1.A.7	Curb and Gutter, Type Standard	118	LF	\$100.00	\$11,800.00	\$20.00	\$2,360.00	\$93.00	\$10,974.00	\$83.00	\$9,794.00	\$79.00	\$9,322.00
706.4.1.E.1.a	Concrete Sidewalks, 4" thickness	191	SY	\$120.00	\$22,920.00	\$36.00	\$6,876.00	\$83.00	\$15,853.00	\$93.00	\$17,763.00	\$144.00	\$27,504.00
800 DIVISION 800 - AGGREGATES & ASPHALT													
801.4.1.A.1	6" Minus Uncrushed Aggregate Base	13	CY	\$30.00	\$390.00	\$20.00	\$260.00	\$189.00	\$2,457.00	\$112.00	\$1,456.00	\$135.00	\$1,755.00
802.4.1.A.1	Crushed Aggregate for Base Type 1	13	CY	\$50.00	\$650.00	\$20.00	\$260.00	\$189.00	\$2,457.00	\$140.00	\$1,820.00	\$113.00	\$1,469.00
810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	11	TO	\$150.00	\$1,650.00	\$300.00	\$3,300.00	\$375.00	\$4,125.00	\$285.00	\$3,135.00	\$193.00	\$2,123.00
1100 DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING													
1105.4.1.E.1.c	Install Traffic Sign, Type III Barricade, Dead Enc	4	EA	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,650.00	\$6,600.00	\$1,600.00	\$6,400.00	\$2,075.00	\$8,300.00
2000 DIVISION 2000 - MISCELLANEOUS													
2010.4.1.A.1	Mobilization	1	LS	\$24,250.50	\$24,250.50	\$50,000.00	\$50,000.00	\$7,780.00	\$7,780.00	\$20,010.00	\$20,010.00	\$18,275.00	\$18,275.00
2050.4.1.C.1	Subgrade Separation Geotextile	74	SY	\$3.00	\$222.00	\$2.00	\$148.00	\$37.00	\$2,738.00	\$6.00	\$444.00	\$7.70	\$569.80
SP SPECIAL PROVISIONS													
210-005A	Structure Excavation Schedule No. 1	70	CY	\$71.00	\$4,970.00	\$15.00	\$1,050.00	\$22.00	\$1,540.00	\$30.00	\$2,100.00	\$28.15	\$1,970.50
210-015A	Compacting Backfill	48	CY	\$35.00	\$1,680.00	\$15.00	\$720.00	\$88.00	\$4,224.00	\$80.00	\$3,840.00	\$112.60	\$5,404.80
502-065A	Concrete Class 40AF	24	CY	\$1,500.00	\$36,000.00	\$1,000.00	\$24,000.00	\$765.00	\$18,360.00	\$1,175.00	\$28,200.00	\$980.00	\$23,520.00
503-020A	Epoxy Coated Metal Reinforcement	1864	LB	\$3.25	\$6,058.00	\$2.00	\$3,728.00	\$3.50	\$6,524.00	\$2.25	\$4,194.00	\$4.20	\$7,828.80
574-005A	Anti-Graffiti Coating	137	SF	\$12.00	\$1,644.00	\$10.00	\$1,370.00	\$14.50	\$1,986.50	\$9.00	\$1,233.00	\$18.30	\$2,507.10
640-010A	Riprap/Erosion Control Geotextile	81	SY	\$4.00	\$324.00	\$2.00	\$162.00	\$31.00	\$2,511.00	\$7.00	\$567.00	\$39.45	\$3,195.45
S501-25B	SP Bridge, Steel Pedestrian Bridge #885	1	LS	\$65,500.00	\$65,500.00	\$61,000.00	\$61,000.00	\$76,126.00	\$76,126.00	\$77,000.00	\$77,000.00	\$93,620.00	\$93,620.00
TOTAL ALT-1	TOTAL ADDITIVE ALTERNATE BID SCHEDULE NO.1				\$185,920.50		\$163,284.00		\$166,836.50		\$180,747.00		\$210,629.45
GRAND TOTAL					\$1,182,021.86		\$955,652.50		\$1,120,740.50		\$1,388,888.00		\$1,675,996.95

Memorandum

File #: 24-119

City Council Meeting

FROM: Mark Hagedorn, City Treasurer
DATE: Thursday, January 18, 2024
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for November 2023

Council Action Desired

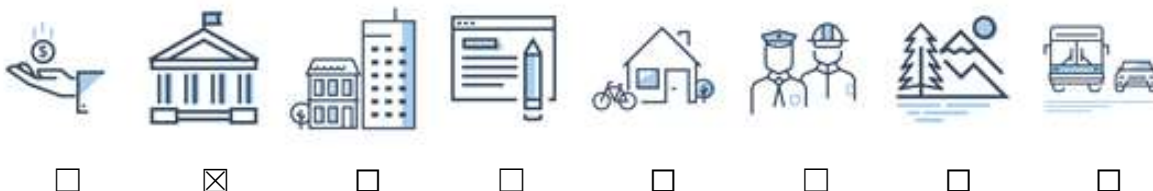
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the Treasurer's Report for the month-ending November 2023 or take other action deemed appropriate.

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending November 2023, total cash, and investments total \$163.2M. Total fiscal year to date receipts received and reconciled to the general ledger were reported at \$35.0 M, which includes revenues of \$20.7M for charges for services and intergovernmental revenues of \$8.6M. Total fiscal year to date distributions reconciled to the general ledger were reported at \$35.9M, which includes salary and benefits of \$12.2M, operating costs of \$15.7M, capital acquisition/construction costs of \$9.1M, debt service of 1.1M, and interdepartmental transfers of \$2.2M.

Alignment with City & Department Planning Objectives



The monthly Treasurer's Report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

City of Idaho Falls

Treasurers Report

November 30, 2023

Table of Contents

Page 1	Bank Reconciliation- Showing Bank and Ledger Balances
Page 2	Cash by Fund- Showing the balances for the reported month in comparison to previous years
Page 3	Revenue and Expense Summary, presenting significant categories in relation to the overall budget
Page 4	Summary of Significant Adjustments- presenting a list of adjustments made by Finance office

Prepared BY: Mark Hagedorn, City Treasurer

City of Idaho Falls
Bank Reconciliation Summary
November 30, 2023

Account By Institution:	Begininng Bank Balances	Deposits	Withdrawls	Ending Bank Balances
Mountain West- Workers Comp	\$ 100,000.00			\$ 100,000.00
Bank of Idaho 8013	2,000,000.00	9,796,433.37	(9,796,433.37)	2,000,000.00
Bank of Idaho 1952	2,389,699.05	87,798.52	-	2,477,497.57
Bank of Idaho 2720	2,000,000.00	7,278,660.52	(7,278,660.52)	2,000,000.00
Bank of Idaho 2746	-	7,769,716.30	(7,769,716.30)	-
Bank of Idaho 2845	2,152,771.07	7,487,287.36	(7,632,196.92)	2,007,861.51
Bank of Idaho 2886	1,435,324.41	23,459,214.09	(23,181,616.83)	1,712,921.67
Wells Fargo 0017	2,691,581.04	30,422,888.19	(32,859,208.39)	255,260.84
Wells Fargo 0962	-	-	-	-
Wells Fargo 4394	-	1,406,913.99	(1,406,913.99)	-
Wells Fargo 7687	-	366,859.10	(366,859.10)	-
Invenstment Portfolio	165,124,135.43	22,573,827.02	(22,529,899.59)	165,168,062.86
Total Financial Instiution Balances	\$ 177,893,511.00	\$ 110,649,598.46	\$ (112,821,505.01)	\$ 175,721,604.45
Reconciling Items	Beginning \$ (16,467,173.91)	Deposits \$ 1,600,233.58	Withdrawls / Market Value \$ 2,722,667.31	Ending \$ (12,144,273.02)
Total Reconciled Balances	161,426,337.09	112,249,832.04	(110,098,837.70)	163,577,331.43
General Accounting Ledger	Begininng Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	\$ 87,141,669.46	\$ 23,514,699.01	\$ (21,737,728.45)	\$ 88,918,640.02
Designated/Restricted Cash (106 and 107)	57,866,734.85	84,674.43	(22,460.90)	57,928,948.38
MERF Cash (105)	15,903,813.14	541,267.10	(19,526.20)	16,425,554.04
Total General Ledger Balances	160,912,217.45	24,140,640.54	(21,779,715.55)	163,273,142.44

Summary of Cash by Fund and Year

#	FUND	Nov-20	Nov-21	Nov-22	Nov-23
1	GENERAL	5,401,653.46	13,304,673.82	18,981,213.88	19,957,704.91
10	STREET	2,224,622.48	3,314,485.16	7,131,540.92	10,238,816.20
11	RECREATION	(357,409.93)	854,361.92	(102,978.44)	(21,491.27)
12	LIBRARY	3,078,640.14	3,649,797.27	3,591,020.57	3,698,319.71
13	AIRPORT PFC/CFC FUND	-	734,598.03	1,996,697.67	2,490,893.98
14	MUNICIPAL EQUIP. REPLCMT.	5,868,864.90	4,592,460.44	-	-
15	EL. LT. WEATHERIZATION FD	3,488,719.99	3,652,119.23	(10,707.62)	25,205.12
16	BUSINESS IMPRV. DISTRICT	76,092.51	83,009.03	75,554.56	(369,578.33)
18	GOLF	(338,575.46)	(294,271.08)	(64,941.26)	4,916,075.46
19	RISK MANAGEMENT	2,944,638.03	3,343,604.86	3,404,970.09	341,951.76
20	SELF-INSURANCE FD.	4,639,289.45	4,630,064.04	4,511,729.14	4,738,923.37
23	EMERGENCY MEDICAL SERVICES	(1,752,031.01)	(681,878.03)	493,393.08	2,042,654.19
24	WILDLAND	(743,850.85)	870,166.20	608,064.33	689,376.53
32	POLICE IMPACT FEES	-	-	65,108.53	376,182.38
33	FIRE IMPACT FEES	-	-	20,252.72	214,480.89
34	PARKS IMPACT FEES	-	-	46,826.23	443,101.31
35	STREETS IMPACT FEES	-	-	249,228.02	1,502,495.40
41	MUNICIPAL CAPITAL IMP.	1,913,110.15	2,255,477.76	2,300,704.54	2,707,629.79
42	STREET CAPITAL IMPROVEMENT	1,195,185.95	865,716.67	1,042,061.21	730,134.14
43	BRIDGE & ARTERIAL STREET	954,350.45	835,302.23	948,441.63	1,151,992.49
45	SURFACE DRAINAGE	223,299.64	185,361.40	160,463.50	3,637.72
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,083,707.35	1,295,578.11	1,325,793.09	1,307,751.33
47	PARKS CAPITAL IMPROVEMENT	2,637.02	(186,118.04)	(334,987.53)	(150,519.10)
49	ZOO CAPITAL IMPROVEMENT	311,371.84	416,692.34	460,269.62	719,585.07
50	CIVIC AUDITORIUM CAPITAL IMP.	204,383.31	204,706.07	202,915.23	211,081.64
51	GOLF CAPITAL IMP.	304,242.47	(1,412,674.47)	139,223.91	170,238.28
52	POLICE CAPITAL IMPROVEMENT	-	(1,659,585.07)	1,180.09	(2,563,101.42)
60	AIRPORT	1,470,645.23	1,153,517.64	7,150,709.05	1,403,140.06
61	WATER	13,149,870.57	16,428,371.83	18,735,421.18	22,300,481.17
62	SANITATION	5,002,729.95	5,688,189.55	5,977,167.60	6,833,587.62
64	IDAHO FALLS POWER	56,358,486.71	32,929,018.94	46,359,482.43	49,951,036.16
67	FIBER	372,973.78	(1,281,360.87)	(930,565.32)	1,333,407.86
68	WASTEWATER	24,577,549.06	28,368,967.01	29,627,815.57	25,877,948.02
	TOTAL	131,655,197.19	124,140,351.99	154,163,068.22	163,273,142.44

City of Idaho Falls
Monthly Revenue and Expense Summary
November 30, 2023

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Financing Sources	Total	Budget	%
General Fund	\$ 5,088,299.28	\$ 310,712.81	\$ 407,834.95	\$ 248,926.23	\$ 528,219.84	\$ 6,583,993.11	\$ 69,830,459.00	9.43%
Special Revenue Funds	1,791,459.85	1,462,476.32	3,350.00	218,191.37	350,683.04	\$ 3,826,160.58	31,788,219.00	12.04%
Internal Service Funds	-	-	-	108,475.15	672,963.06	\$ 781,438.21	3,180,000.00	24.57%
Impact Fee Funds	-	-	750,991.69	27,653.27	-	\$ 778,644.96	3,225,353.00	24.14%
Capital Improvement Funds	91,388.12	64,302.97	-	86,442.48	550.00	\$ 242,683.57	15,554,624.00	1.56%
Enterprise Funds	1,681,247.45	18,866,924.89	-	1,307,238.51	975,178.19	\$ 22,830,589.04	152,957,171.00	14.93%
Total	\$ 8,652,394.70	\$ 20,704,416.99	\$ 1,162,176.64	\$ 1,996,927.01	\$ 2,527,594.13	\$ 35,043,509.47	\$ 276,535,826.00	

Expenditures

Fund Type	Personnel Cost	Operating Expense	Capital	Debt	Interfunding	Total	Budget	%
General Fund	\$ 7,174,178.94	\$ 3,348,968.62	\$ 1,048,082.39	\$ -	\$ (2,112,420.77)	\$ 9,458,809.18	\$ 73,455,480.00	12.88%
Special Revenue Funds	1,886,796.50	1,256,053.12	344,241.83	-	(3,618.61)	3,483,472.84	\$ 34,749,740.00	10.02%
Internal Service Funds	11,769.77	507,295.18	-	-	-	519,064.95	\$ 25,980,823.00	2.00%
Impact Fee Funds	-	854.20	-	-	-	854.20	\$ 3,225,353.00	0.03%
Capital Improvement Funds	-	15,037.31	1,878,982.69	-	(8,019.73)	1,886,000.27	\$ 18,395,200.00	10.25%
Enterprise Funds	3,155,864.77	10,610,122.20	5,826,353.00	1,100,000.00	(107,673.72)	20,584,666.25	\$ 183,776,948.00	11.20%
Total	\$ 12,228,609.98	\$ 15,738,330.63	\$ 9,097,659.91	\$ 1,100,000.00	\$ (2,231,732.83)	\$ 35,932,867.69	\$ 339,583,544.00	

City of Idaho Falls
Summary of Significant Adjustments
November 30, 2023

The transparency of financial adjustments is crucial for maintaining trust and accountability, particularly in the governmental sector. Financial adjustments refer to changes made to financial statements or records to correct errors, account for new information, or comply with accounting standards. Transparency in financial adjustments involves providing clear and comprehensive information about the nature, reasons, and impact of the adjustments. The Finance Division is committed to providing a high level of transparency with the adjustments made to budget line items and purchase orders. Budget and purchasing type adjustments do not require council approval unless they create an authorization to spend above \$75,000. Typically, budget adjustments are not considered authorizations to spend unless they add to the over all budget of the City or Department.

Significant budget adjustments

1. During the budget preparation for Fiscal Year 2024, council approved the Fire Department storage facility construction project of \$900,000 to be spent from funds earned from wildland fire deployments. During the upload of budget line items, the budget amount was posted to the Fire Department in the General Fund. This adjustment is to move the budget amount to the Wildland Fund as approved by Council.

File #: 24-110

City Council Meeting

FROM: Corrin Wilde, City Clerk
DATE: Tuesday, January 16, 2024
DEPARTMENT: Mayor's Office

Subject

Minutes from Council Meetings

Council Action Desired

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

Approve the minutes from 11 January 2024 Special Meeting-Executive Session.

Description, Background Information & Purpose

11 January 2024 Special Meeting - Executive Session

Alignment with City & Department Planning Objectives



The minutes support Good Governance by providing assurance of regulatory and policy compliance to facilitate transparency and minimize and mitigate risk.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

January 11, 2024 Council Special Meeting – Executive Session

The City Council of the City of Idaho Falls met in Council Special Meeting, Thursday, January 11, 2024, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 9:21 p.m.

It was then moved by Councilor Freeman, seconded by Councilor Larsen, to move into Executive Session (at 9:23 p.m.). The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. Council will not reconvene in an open session. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay – none

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford
Councilor Kirk Larsen
Councilor Jim Freeman
Councilor Jim Francis
Councilor Michelle Ziel-Dingman

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager
Stephen Boorman, Idaho Falls Power (IFP) Assistant General Manager
Josh Roos, Idaho Falls Power, Chief Financial Officer
Chris Fredericksen, Public Works Director
Michael Kirkham, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

There being no further business, the meeting adjourned at 10:20 PM

s/Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

Memorandum

File #: 24-114

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, January 25, 2024
DEPARTMENT: Municipal Services

Subject

IF-24-06 Main Line Materials for Public Works

Council Action Desired

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

Accept and approve the bids from the lowest responsive and responsible bidders by section to Ferguson Waterworks, HD Fowler, and Core & Mai for a total of \$1,209,318.67 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will provide water line materials for Water Division projects.

Alignment with City & Department Planning Objectives



The purchase of the water line materials supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing materials required in the field.

Interdepartmental Coordination

Public Works concurs with the recommendation for these awards

Fiscal Impact

Funds for the water line materials are budgeted in the 2023/24 Public Works, Water Division.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.

Municipal Services Department Bid Tabulation

Submitted:	Municipal Services Finance Division	Date:	January 16, 2024
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TOTAL

Recommended Reward Total Per Vendor

File #: 24-109

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, January 16, 2024
DEPARTMENT: Municipal Services

Subject

City of Idaho Falls Elevator Addition

Council Action Desired

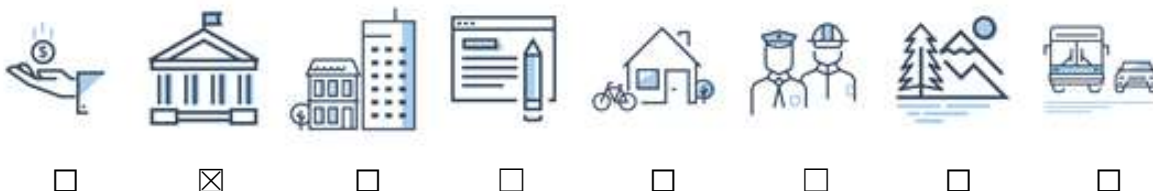
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the lowest responsive responsible bidder, Ormond Builders, Inc. for a total of \$964,800.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

This project will construct a 4-stop elevator to allow for American with Disabilities Act (ADA) public access to the City Hall building. Currently, the only ADA public access to the building is on the west-side of the building, where access is limited to the utility billing customer service area. Resin Architecture, a local architectural firm with historical preservation experience was contracted to provide architectural professional services and served as the City's owner's representative for the construction bid package. City procurement staff published the advertising notice for the formal bidding opportunity between November 21, 2023, and November 28, 2023. The construction bid package, 18024, City of Idaho Falls City Hall Elevator Addition was issued. A pre-bid meeting was required for prospective bidders on Tuesday, December 12, 2023. Bid submittals were received by Resin on Thursday, January 11, 2024. The city received a total of four (4) bids. A public opening and reading of the bids occurred at City Hall, Procurement Offices on Friday, January 12, 2024.

Alignment with City & Department Planning Objectives



☐
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☐

Approval of the City Hall elevator bid award supports the good governance community-oriented result by installing improved public access areas for residents to conduct city business.

Interdepartmental Coordination

City Engineer Kent Fugal reviewed the bid documents and did not note any abnormalities in the bids received.

Fiscal Impact

Funding for the design and construction of the City Hall Elevator was identified and approved within the City's American Rescue Plan Act (ARPA) allocation.

Legal Review

The Legal Department concurs that the Council action is within state statute.

**SECTION 00 01 01
PROJECT TITLE PAGE
PROJECT MANUAL**

FOR

18024-CITY OF IDAHO FALLS CITY HALL ELEVATOR ADDITION

**CITY OF IDAHO FALLS
380 CONSTITUTION WAY
IDAHO FALLS, IDAHO 83402
DATE: NOVEMBER 2023
PREPARED BY:**



RESIN
ARCHITECTURE

END OF SECTION

OWNERS INSTRUCTIONS TO BIDDERS

COVER SHEET

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 - PROPOSED SCHEDULE OF VALUES FORM
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S7.1 STEEL BEAM AND COLUMN CONNECTIONS

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END OF DOCUMENT 00 01 15

DOCUMENT 00 11 13 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.

Regulatory Requirements: State of Idaho Public Works laws shall govern submittal, opening, and award of bids. Minimum bidder requirements include an Idaho Public Works License at time of bid.

B. Project Identification: City Hall Elevator Addition for City of Idaho Falls, Idaho.

Project Location: 308 Constitution Way, Idaho Falls, ID 83402

C. Owner: City of Idaho Falls, Idaho.

Owner's Representative: Resin Architecture, Jamee Moulton, 305 1st Street, Idaho Falls, Idaho 83401, Telephone: 208.757.5700, Email: jamee@resinarchitecture.com.

D. Architect of Record: Resin Architecture, 305 1st Street, Idaho Falls, Idaho 83401. Telephone: 208-757-5700.

E. Project Description:

Project consists of construction for a 4-stop elevator to allow the public to access more of the existing city hall building. The two buildings will be separated by a seismic joint and where the elevator enters the existing building at each floor remodeling will take place as described in the plans. The building consists of a steel frame with steel framing to infill the walls. Glazing and storefront systems, concrete foundations, concrete basement floors, steel deck floors, HVAC, plumbing, electrical, lighting, and elevator system.

F. Construction Contract: Bids will be received for the following Work:

General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

Bid Date: **Thursday, January 11, 2024.**

Bid Time: **3:00 p.m., local time.**

Location: **Resin Architecture, 305 1st Street, Idaho Falls, Idaho 83401.**

The opening and reading of the bids will be **Friday, January 12, 2024 at 10:00 a.m. at 308 Constitution Way, Idaho Falls, ID 83402.**

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 45 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PRE-BID MEETING

A. Prebid Meeting: A Prebid meeting for all bidders will be held **Tuesday, December 12, 2023, at 10:00 a.m., local time** at 308 Constitution Way, Idaho Falls, ID 83402. **Prospective prime bidders are required to attend.**

1.5 DOCUMENTS

A. Printed Procurement and Contracting Documents: Obtain at cost by contacting Architect. Documents will be provided to prime bidders only; only complete sets of documents will be issued.

Shipping: Additional shipping charges may apply.

B. Procurement and Contracting Documents: Prime Bidders will obtain access by contacting Resin Architecture at 208.757.5700 or jamee@resinarchitecture.com. The contact information is needed for all addenda.

1.6 TIME OF COMPLETION [AND LIQUIDATED DAMAGES]

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

A. This Advertisement for Bids document is issued by City of Idaho Falls Public Works.

END OF DOCUMENT 00 11 13

DOCUMENT 00 21 13 -INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 00 21 13

DOCUMENT 00 22 15 –SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete, or add to the "Instructions to Bidders", AIA Document A701, 1997. Where any part of the Instructions to Bidders is modified or voided by these Articles, the undeleted provisions of that part shall remain in effect.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES

3.1.2 Delete the entire subparagraph and substitute the following: "Bidding Documents may be issued to major Sub-bidders or others at the discretion of the Architect on a first come first serve basis.

3.3 SUBSTITUTIONS

3.3.2 In the second line change the word "ten" to "seven".

ARTICLE 4: BIDDING PROCEDURES

4.2 BID SECURITY

4.2.1.1 No proposal will be considered unless accompanied by a deposit in the amount of five percent (5%) of the total bid, either by a Bid Bond, certified or cashier's check made payable to the Owner.

4.2.2 In the first line following the word "Bond," add "or other approved form,".

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Sealed Bids for performing the work contemplated by this contract will be received at the date, time and place indicated in the invitation to bid.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.3 The Bidder to whom the award is made will be promptly notified and within seven (7) calendar days. From the date of such notification, he shall execute the contract agreement in triplicate, furnish contract bond and insurance certification.

ARTICLE 9: PROJECT INFORMATION

9.1 THE WORK

9.1.1 City of Idaho Falls City Hall Elevator Addition
308 Constitution Way
Idaho Falls, Idaho 83402

9.2 THE OWNER

9.2.1 City of Idaho Falls
308 Constitution Way
Idaho Falls, Idaho 83402

9.3 THE ARCHITECT

9.3.1 Architect of Record: Resin Architecture
305 1st Street
Idaho Falls, ID 83401

ARTICLE 10: ARRANGEMENT OF CONTRACTS

10.1 PROPOSALS

10.1.1 The proposed work will be bid and awarded under one contract covering only those divisions and work stipulated in the construction Documents.

10.1.2 Proposals must be for the complete Work and no separate proposals will be received on portions of the Work.

ARTICLE 11: CONSTRUCTION TIME AND LIQUIDATED DAMAGES

11.2 TIME OF COMPLETION

11.2.1 Time is hereby expressly declared to be of the essence of the contract. The successful bidder will be expected to gear his operations and organize his work and subcontract to complete this project in the earliest possible time. The Owner acknowledges that the Contractor is not able to control the weather; however, the Contractor shall be otherwise required to take all necessary steps to furnish adequate labor to complete the project as soon as possible. He shall be responsible for any and all damages incurred by the Owner by reason of delays necessitated by his failure or failure of the Subcontractors to diligently act to secure necessary materials and labor for the completion of this project in a reasonable time, which we have calculated to be 548 calendar days after receiving notice to proceed with actual construction.

11.3 LIQUIDATED DAMAGES

11.3.1 The Contractor agrees to pay to the Owner the sum of \$2,750.00 per day as liquidated damages unless he notified the Architect in writing that conditions are beyond his control and his request is approved by the Architect and the Owner.

END OF DOCUMENT 00 2215

DOCUMENT 00 26 00 -PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 2500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 20 days prior to date of bid opening.
2. Submittal Format: Submit three copies of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
3. Submittal Format: Submit Procurement Substitution Request.
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
 - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - i) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - ii) Copies of current, independent third-party test data of salient product or system characteristics.
 - iii) Samples where applicable or when requested by Architect.
 - iv) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - v) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - vi) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - vii) Coordination information, including a list of changes or modifications needed to other parts of

the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.

d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 00 26 00

DOCUMENT 00 41 13 -BID FORM -STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: _____

B. Project Name: City of Idaho Falls City Hall Elevator Addition.

C. Project Location: 308 Constitution Way Idaho Falls, Idaho 83402.

D. Owner: City of Idaho Falls, 380 Constitution Way, P.O. Box 50220, Idaho Falls, Idaho 83405-0220.

E. Architect of Record: Resin Architecture, 305 1st Street, Idaho Falls, ID 83401. Telephone: 208.757.5700.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by ADG Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars (\$ _____).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 45 days after receipt of bid.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies will perform the indicated portions of the Work if the undersigned bidder is awarded the Contract:

1. Plumbing Work (Name): _____.

(Address): _____.

Idaho Plumbing Contractor's License No. _____.

2. HVAC Work (Name): _____.

(Address): _____.

Idaho Contractor's License No. _____.

3. Electrical Work (Name): _____.

(Address): _____.

Idaho Electrical Contractor's License No. _____.

B. Attach Subcontractors List Form.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall substantially complete the Work within 240 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.

1.7 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Idaho Falls, Idaho, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

Respectfully submitted this ____ day of _____, 2024.

Submitted By: _____ (Name of bidding firm or corporation)

Authorized Signature: _____ (Handwritten signature)

Signed By: _____ (Type or print name)

Title: _____ (Owner/Partner/President/Vice President)

Street Address: _____

City, State, Zip: _____

Phone: _____

License No.: _____

Federal ID No.: _____

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 73 -PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

A. A completed Proposed Schedule of Values form is required to be submitted to the Architect within 1 day of the bid opening.

1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.

B. Arrange schedule of values consistent with format of AIA Document G703.

1. Copies of AIA standard forms may be obtained from the American Institute of Architects;
<http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 00 43 73

DOCUMENT 00 43 93 -BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

A. Bidder: _____

B. Project Name: City of Idaho Falls City Hall Elevator Addition.

C. Project Location: 380 Constitution Way, Idaho Falls, Idaho 83402.

D. Owner: City of Idaho Falls, 380 Constitution Way, P.O. Box 50220, Idaho Falls, Idaho 83405-0220.

E. Architect of Record: Resin Architecture, 305 1st Street, Idaho Falls, ID 83401. Telephone: 208.757.5700.

1.2 BIDDER'S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

1. Used the Bid Form provided in the Project Manual.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Bid envelope shows name and address of the Bidder.
5. Bid envelope shows name of Project being bid.
6. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
7. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 00 43 93

DOCUMENT 00 60 00 -PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

The General Conditions for Project are AIA Document A201, "General Conditions of the Contract for Construction."
1.2.

The General Conditions are included in the Project Manual. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.

1.2 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects;
<http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:

1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."

D. Information and Modification Forms:

1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)" or acceptable Contractor's form
2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request" or acceptable Contractor's form.
3. Change Order Form: City of Idaho Falls Change Order
4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
5. Form of Change Directive: AIA Document G714, "Construction Change Directive."

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF DOCUMENT 00 60 00

**CONSTRUCTION CONTRACT
CITY OF IDAHO FALLS CITY HALL ELEVATOR ADDITION**

THIS CONTRACT, entered into this ____ day of _____, 2024, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter referred as "CITY"), and _____ (hereinafter 'CONTRACTOR');

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to construct the City of Idaho Falls City Hall Elevator Addition (the "Project"), extended through an officially published "Advertisement for Bids," CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CITY has determined that said offer was the lowest and best submitted:

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

**SECTION 1
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the work to be performed include this Contract and the following:

1. Advertisement for Bids;
2. The "Project Manual for the Construction of City of Idaho Falls City Hall Elevator Addition, Idaho Falls, Idaho," including the General Conditions and Special Supplemental Conditions.

Notwithstanding the foregoing, the following are specifically excluded from the Contract Documents.

1. Paragraph 3.18 "Indemnification" from the General Conditions, AIA Document A201-2007, and all references to that paragraph in the Contract Documents.
2. Article 14 "Termination or Suspension of the Contract" from the General Conditions, AIA Document A201-2007, and all references to that Article in the Contract Documents.
3. Sections 15.3 and 15.4 of Article 15 "Claims and Disputes" from the General Conditions, AIA Document A201-2007, and all references to those sections in the Contract Documents.
4. AIA A101 "Standard Form of Agreement" and references to it.
3. Bid/Proposal of CONTRACTOR, dated _____, to be physically attached to this Contract;

4. The Project Plans;
5. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Contract;
6. Change Orders which may be delivered or issued after the effective date of this Contract;
7. Addenda issued prior to opening of bids.

There are no Contract Documents other than those listed in Section 1.

If there is a conflict between any of the Contract Documents and this Contract, this Contract shall control.

SECTION 2 SCOPE OF WORK

CONTRACTOR shall perform all services necessary to complete the entire work described in the Contract Documents, in accordance with the plans and specifications established for this Project, except as specifically indicated in the Contract Documents to be the responsibility of others.

SECTION 3 CONTRACT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Contract shall be substantially complete on or before two hundred forty (240) days from the date of commencement unless adjustment of the contract time is made in accordance with the provisions of the Contract Documents. Contract time shall be measured from the date of commencement. The date of commencement shall be the later of

1. The date CONTRACTOR receives the Notice to Proceed, or
2. The date specified on Notice to Proceed issued to CONTRACTOR that the Work is to begin.

SECTION 4 CONTRACT SUM

CITY shall pay CONTRACTOR for completion of work in accordance with the Contract Documents in current funds, the amount of _____.

SECTION 5 PROGRESS PAYMENTS

1. CITY shall make progress payments on account of the Contract Sum to CONTRACTOR based upon Applications for Payment submitted to ARCHITECT by CONTRACTOR and Certificates for Payment issued by ARCHITECT to CITY.
2. Application for Payment shall be made for the period of one calendar month, ending on the last day of the month.

3. Provided that an Application for Payment is received by ARCHITECT not later than the first day of a month, CITY shall make payment of the certified amount to CONTRACTOR not later than the last day of the same month. If an Application for Payment is received by ARCHITECT after the first day of the month, payment shall be made by CITY not later than thirty (30) days after ARCHITECT receives the Application for Payment.

Applications for Payment shall show the percentage of completion for each portion of the Work as of the end of the period covered by the Application for Payment.

4. The amount of each Progress Payment shall be computed as follows:
 1. The portion of the Contract Sum properly allocable to completed Work, determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%);
 2. Plus the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site (or, if approved in advance by CITY, suitably stored off the site at a location agreed upon in writing) for subsequent incorporation in the completed construction, less retainage of five percent (5%);
 3. Less the aggregate of previous payments made by CITY; and
 4. Less any amounts for which ARCHITECT has withheld or nullified through ARCHITECT's Certification for Payment.
5. The Progress Payment shall further be modified under the following circumstances:
 1. Add, upon Substantial Completion of Work, a sum sufficient to increase the total payment to the full amount of the Contract Sum, less such amount ARCHITECT determines are left for incomplete Work, retainage applicable to such Work and unsettled claims; and
 2. Add, if final completion of the Work is thereafter materially delayed through no fault of CONTRACTOR, any additional amounts payable.
6. Except with CITY's prior written approval, CONTRACTOR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

6. Payments due and unpaid under this Contract shall bear interest from the date payment is due at eighteen percent (18%) per annum.

SECTION 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by CITY to CONTRACTOR when:

1. CONTRACTOR has fully performed the Contract except for CONTRACTOR's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by ARCHITECT.

CITY's final payment to CONTRACTOR shall be made no later than thirty (30) days after the issuance of ARCHITECT's final Certificate for Payment.

SECTION 7 INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Contract. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, agents, representatives, or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 8 HOLD HARMLESS INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers, and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or omission of CITY and its officers, agents, and employees, in performance of this Contract.

SECTION 9 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, CONTRACTOR shall immediately disclose such conflict to CITY.

SECTION 10 ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Contract and Contract Documents hereto contain the entire agreement between the parties, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Contract may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of CITY.

SECTION 11
ADHERENCE TO LAW REQUIRED

All applicable local, state, and federal statutes and regulations are hereby made a part of this Contract and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Contract for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

CITY shall not terminate this Agreement for a minor or immaterial violation of the law.

SECTION 12
LEGAL FEES / JURISDICTION AND VENUE

In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

It is agreed that this Contract shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning this Contract, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

SECTION 13
NON-DISCRIMINATION

CONTRACTOR 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.

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

SECTION 14
SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Contract. Any such activity by CONTRACTOR shall make this Contract null and void.

**SECTION 15
COMMUNICATIONS**

Written notice as are required by this Contract shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR: _____

CITY:

Chris Fredericksen, Public Works Director

P.O. Box 50220

Idaho Falls, ID 83405

pwd@idahofalls.gov

Neither the CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

**SECTION 16
INSURANCE AND BOND REQUIREMENTS**

CONTRACTOR shall purchase and maintain insurance and provide performance and payment bonds as specified in Contract Documents.

**SECTION 17
CITY'S RIGHT FOR TERMINATION OR SUSPENSION**

1. Termination of the Construction Contract for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Contract, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Contract for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided.

2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an period of fifteen (15) days.

Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

Within the period of the above noted time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

1. cancel the Suspension Order; or
2. delete the portion of the Project covered by the Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Contract in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following: .

1. For Work Performed. The amount of the Contract Sum allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.
2. For Close-out Costs. Reasonable costs of CONTRACTOR and its Subcontractors and Sub-subcontractors for:

i. Demobilizing, and

ii. Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days

c. For Fabricated Items. Previously unpaid cost of any items delivered to the Project site which were fabricated for subsequent incorporation in the Project.

d. As a liquidated damage, CITY shall pay CONTRACTOR six percent (6%) of the remaining Contract Sums less the amount paid and owed for work performed and for Close-out Costs.

4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Contract and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.
5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue the Project to the extent specified in the notice;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;
 3. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or contract;
 4. Promptly assign to CITY those subcontracts, purchase orders or contracts, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that CITY does not elect to accept by assignment; and
 5. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18 CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Contract for cause only upon the occurrence of one of the following:
 1. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
 2. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within thirty (30) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days notice to CITY, CONTRACTOR may terminate the Contract.
2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 17.3 City's "Termination Without Cause" outlined above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____

Jasmine Marroquin, Deputy City Clerk

By _____

Rebecca L. Noah Casper, Mayor

“CONTRACTOR”

By _____

STATE OF IDAHO)
) ss

County of Bonneville)

On this _____ day of _____, _____, 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, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

Notary Public of Idaho
Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a notary public, in and for said State, personally appeared _____ known or identified to me to be the _____ of _____. and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said _____.

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

Notary Public of Idaho
Residing at: _____

My Commission Expires: _____

(Seal)

DOCUMENT 00 61 10 - SUPPLEMENTARY CONDITIONS

The following supplements modify AIA Document A201-2007, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified, or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.1 ARTICLE 4 ARCHITECT

A. Add Section 4.2.2.1 to Section 4.2.2:

1. ' 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

1.2 ARTICLE 7 CHANGES IN THE WORK

A. Add the following Section 7.1.4 to Section 7.1:

1. ' 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:
 1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
 2. For the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.
 3. For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 10 percent of the cost.
 4. For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
 5. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
 6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.
 7. No more than three (3) five percent (5%) markups shall be added regardless of number of subcontractors and the maximum percentage of all markups allowed on any change order shall not exceed fifteen percent (15%).

1.3 ARTICLE 9 PAYMENTS AND COMPLETION

A. ' 9.3 Applications for Payment

1. Add the following Section 9.3.1.3 to Section 9.3.1:

- a. ' 9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

B. ' 9.8 Substantial Completion

1. Add the following Section 9.8.3.1 to Section 9.8.3:

- a. ' 9.8.3.1 The Architect will perform no more than Two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

2. Add the following Section 9.10.1.1 to Section 9.10.1:

- a. ' 9.10.1.1 The Architect will perform no more than Two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The

Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

3. Add the following Section 9.11 to Article 9:

a. ' 9.11 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, and not as a penalty, for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete Two Thousand Seven Hundred and Fifty and No/100Dollars (\$2,750.00).

1.4 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

A. ' 10.2 Safety of Persons and Property

1. Add the following Section 10.2.4.1 to Section 10.2.4:

a. ' 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

1.5 ARTICLE 11 INSURANCE AND BONDS

A. Add the following Sections 11.1.2.1 through 11.1.2.4 to Section 11.1.2:

1. § 11.1.2.1 The limits for Worker's Compensation and Employers' Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided, (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

2. § 11.1.2.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$ 500,000	Each Occurrence
\$ 1,000,000	General Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000 Aggregate	Products-Completed Operations Aggregate

.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.

.2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201TM-2007 under Section 3.18.

.3 Products and Completed Operations insurance shall be maintained for a minimum period of at least one (1) year(s) after the expiration of the period for correction of Work.

3. § 11.1.2.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage: \$ 1,000,000 Each Accident

4. § 11.1.2.4 Umbrella or Excess Liability coverage: an umbrella policy may be used in combination with other policies to provide a minimum coverage of \$1,000,000.

B. Add the following sentence to Section 11.1.3:

1. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715TM-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of In

a. Modify the first sentence of Section 11.3.1 as follows: Delete "Unless otherwise provided, theOwner" and substitute "The Contractor." Add the following sentences:

1) If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

2) Delete Section 11.3.1.2.

3) Modify Section 11.3.1.3 by substituting "Contractor" for "Owner."

- 4) Delete Section 11.3.4
- 5) Modify Section 11.3.6 by making the following substitutions: (1) in the first sentence, substitute "Contractor" for "Owner" and "Owner" for "Contractor," and (2) substitute "Owner" for "Contractor" at the end of the last sentence.
- 6) Modify Section 11.3.7 by substituting "Contractor" for "Owner" at the end of the first sentence.
- 7) Modify Section 11.3.8 by substituting "Contractor" for "Owner"; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's."
- 8) Modify Section 11.3.9 by substituting "Contractor" for "Owner" each time the latter word appears except in the last sentence.
- 9) Modify Section 11.3.10 by substituting "Contractor" for "Owner" each time the latter word appears.

C. ' 11.4 Performance Bond and Payment Bond

1. Delete Section 11.4.1 and substitute the following:

a. ' 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

1) ' 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

2) ' 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

1.6 ARTICLE 13 MISCELLANEOUS PROVISIONS

A. ' 13.8 1. EQUAL OPPORTUNITY

1. ' 13.8.1 The Contractor shall maintain policies of employment as follows:

a. ' 13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b. ' 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

1.7 ARTICLE 15 CLAIMS AND DISPUTES

A. Add the following Sections 15.1.5.3 and 15.1.5.4 to Section 15.1.5:

1. ' 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days= increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

2. ' 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

1.8 ARTICLE 16: DELIVERING AND STORING

A. ' 16.1 DELIVERING AND STORING

1. '16.1.1 Schedule deliveries and unloading to prevent traffic congestion, blocking of access, and interference with work in progress. Arrange deliveries to avoid larger accumulations than can be suitably stored at site.
2. ' 16.1.2 Provide for continuity of supply to avoid change of supplier or change in brand of materials during any phase of work.
3. ' 16.1.3 Pack and handle materials to prevent damage during loading, delivering, and storing.
4. ' 16.1.4 Deliver packaged materials to site in manufacturer's original unopened, labeled, containers. Do not open containers until approximate time for use.
5. ' 16.1.5 Store materials at locations that will not interfere with progress of work. Arrange locations of storage areas in approximate order of intended use.
6. ' 16.1.6 Store materials in a manner that will prevent damage to materials or structure, and that will prevent injury to persons.
7. ' 16.1.7 Store cementitious materials in dry, weathertight, ventilated, spaces. Store ferrous materials to prevent contact with ground and to avoid rusting and damage from weather.

1.9 ARTICLE 17: MANUFACTURED ITEMS

A. ' 17.1 1. INSTALLATION AND INSTRUCTIONS

1. '17.1.1 Apply, install, connect, and erect manufactured items or materials according to the recommendations of the manufacturer when such recommendations are not in conflict with the Contract Documents.
2. ' 17.1.2 Furnish to the Architect, on request, copies of the manufacturer's recommendations before proceeding with the work.
3. ' 17.1.3 Keep at the site not less than one copy, in good conditions, of manufacturer's recommendations, or directions, pertaining to work at the site. Inform involved personnel of requirements and availability of the manufacturer's recommendations.

B. ' 17.2 1. MANUALS AND INSTRUCTIONS

1. ' 17.2.1 Deliver to the Owner, upon substantial completion of the work, three copies of maintenance and instruction manuals customarily supplied by the manufacturers for items incorporated in this work.
2. ' 17.2.2 Give physical demonstration and oral instructions for proper operation and maintenance of machines and equipment to the Owner or his designated representative.
3. ' 17.2.3 Arrange, with Owner, appointment for time to give demonstration and instruction.

1.10 ARTICLE 18: RECORD DRAWINGS

A. ' 18.1 RECORD DRAWINGS

1. ' 18.1.1 Prepare record or as-built drawings as work progresses or as necessary to show changes from the Contract Document.
2. ' 18.1.2 Show deviations from Documents with reference to locations, sizes, methods, qualities, quantities, and other specified requirements.
3. ' 18.1.3 Indicate the actual locations of pipes, conduits, switches, cut-offs, equipment, and machinery, that would not be visible and readily accessible after work is completed.
4. ' 18.1.4 Deliver record drawings to the Architect upon substantial completion of the work.

1.11 ARTICLE 19: SPECIFICATIONS AND STANDARDS

A. ' 19.1 1. SPECIFICATIONS EXPLANATION

1. ' 19.1.1 The specifications have been partially "stream-lined" and some words and phrases have been intentionally omitted. Missing portions shall be supplied by inference as with notes on drawings.
2. ' 19.1.2 Words like "approved", "inspected", "directed", and "selected" shall be construed to be followed by the words "by the Architect". Words like "satisfactory", "submitted", and "reported", shall be construed to be followed by the words "to the Architect".
3. ' 19.1.3 Words like "install", "provide", "furnish", and "supply" shall be construed to include complete furnishing, installing, and constructing, unless modified by additional information.
4. ' 19.1.4 Instructions, directions, and requirements, as specified, shall be construed to be followed by the phrase "unless otherwise specified or indicated".

B. ' 19.2 1. STANDARDS

1. ' 19.2.1 References to standards, codes, specifications, recommendations, and regulations, refer to the latest editions or printing in effect at the date of issue shown in the Documents unless another date is implied by the suffix number of the standard.
2. ' 19.2.2 Applicable portions of the standards listed that are not in conflict with the Contract Documents shall be construed as "Specifications for this work".
3. ' 19.2.3 Specified variations from the standards listed shall be construed as amendments and the unaltered portions of the standards shall remain in full effect.
4. ' 19.2.4 In cases of discrepancies or variations between the specifications and the standards, the requirements shall govern.
5. ' 19.2.5 Keep at the site not less than one copy, in good condition, of the standards specifically indicated as the methods for applying, installing, connecting, and erecting. Inform involved personnel as to the requirements and availability of the standards.

END OF DOCUMENT 00 61 10

DOCUMENT 00 41 13 -BID FORM -STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Ormond Builders, Inc.
- B. Project Name: City of Idaho Falls City Hall Elevator Addition.
- C. Project Location: 308 Constitution Way Idaho Falls, Idaho 83402.
- D. Owner: City of Idaho Falls, 380 Constitution Way, P.O. Box 50220, Idaho Falls, Idaho 83405-0220.
- E. Architect of Record: Resin Architecture, 305 1st Street, Idaho Falls, ID 83401. Telephone: 208.757.5700.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by ADG Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. NINE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$964,800.00) Dollars (\$ 964,800.00).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 45 days after receipt of bid.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies will perform the indicated portions of the Work if the undersigned bidder is awarded the Contract:

1. Plumbing Work (Name): Mathews Plumbing & Heating, Inc.
(Address): P.O. Box 464, Shelley, Idaho 83274
Idaho Plumbing Contractor's License No. PLB2102-0016/ PWC-C-11625-AA-4
2. HVAC Work (Name): Conan's, Inc.
(Address): P.O. Box 2253, Idaho Falls, Idaho 83403
Idaho Contractor's License No. HVC-C-1512/ PW #004979-B-4
3. Electrical Work (Name): Giles Electric LLC dba Mountain Valley Electric
(Address): P.O. Box 440, Rigby, Idaho 83442
Idaho Electrical Contractor's License No. #021047/ PW #025872-U-4

B. Attach Subcontractors List Form.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall substantially complete the Work within 240 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated December 19, 2023.

1.7 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Idaho Falls, Idaho, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

Respectfully submitted this 11th day of January, 2024.

Submitted By: Ormond Builders, Inc. (Name of bidding firm or corporation)

Authorized Signature:  (Handwritten signature)

Signed By: Don Ormond (Type or print name)

Title: President (Owner/Partner/President/Vice President)

Street Address: 1088 North Skyline Drive

City, State, Zip: Idaho Falls, Idaho 83402

Phone: (208) 524-1422

License No.: RCE-1448/ PWC-C-11936-U-1-3-5

Federal ID No.: 82 0357295

END OF DOCUMENT 00 41 13

City of Idaho Falls City Hall Elevator Addition

Ormond Builders, Inc.
Subcontractors List Form


1/11/2024

<u>Subcontractor</u>	<u>Work Description</u>
1. Mathews Plumbing & Heating, Inc.	Plumbing System
2. Conan's, Inc.	HVAC
3. Mountain Valley Electric	Electric Systems
4. Idaho Interiors, Inc.	Drywall/ Acoustic Ceilings
5. Wall 2 Wall Flooring	Floor Coverings
6. Aspen Painting, Inc.	Paint
7. Thomas D. Robison Roofing, Inc.	Roofing/ Siding
8. Kone Inc.	Elevator

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ormond Builders, Inc.
PO Box 1814
Idaho Falls, ID 83403-1814

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405-0220

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City Hall IF Elevator Addition

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of January, 2024



(Witness)



(Witness) Christian Deane

Ormond Builders, Inc.

(Principal)

(Seal)

By: 

(Title)

PRESIDENT

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title) Spencer T Monk

Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Spencer T Monk** of **IDAHO FALLS**, Idaho, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

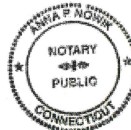
By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **January**, 2024



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Bid Tabulation

Submitted: Municipal Services Finance Division **Date:** January 12, 2024

[illegible]

Memorandum

File #: 24-116

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, January 18, 2024
DEPARTMENT: Public Works

Subject

Holmes Avenue and John Adams Parkway Right-of-Way Plat

Council Action Desired

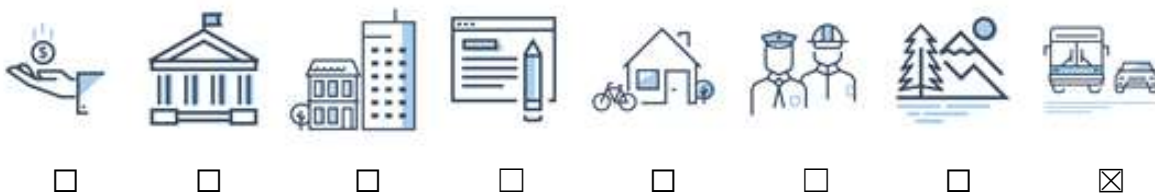
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept the Right-of-Way Plat for Holmes Avenue and John Adams Parkway and give authorization for Mayor and city staff to sign the document (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a Right-of-Way Plat for portions of Holmes Avenue and John Adams Parkway. The purpose of the plat is to define the intersection right-of-way of these two streets in advance of a federal aid improvement project.

Alignment with City & Department Planning Objectives



This plat supports the community-oriented result of reliable public infrastructure by defining the right-of-way in advance of intersection improvements.

Interdepartmental Coordination

Plat reviews have been conducted with all necessary city departments.

Fiscal Impact

There are no fiscal impacts to the city associated with accepting the proposed plat.

Legal Review

The process for accepting dedicated right-of-way has been approved by the City Attorney.

2024-005

E:\6-SURVEY BY DEPARTMENT\15TH AND HOLMES INTERSECTION IMPROVEMENT\HOLMES 5TH R-O-W TOPO.DWG, 1/17/2024 4:59:21 PM, \\SVCHRGINT\PIWEG HP DJ 76600

Memorandum

File #: 24-118

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, January 18, 2024
DEPARTMENT: Public Works

Subject

Memorandum of Understanding (MOU) for Strategic Initiatives Grant with Idaho Transportation Department (ITD) for the Pancheri Bridge Project

Council Action Desired

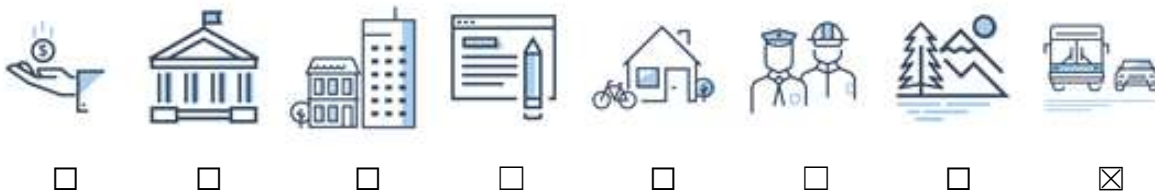
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the MOU for the Pancheri Bridge Strategic Initiatives Grant with ITD and give authorization for the Public Works Director to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

A grant application was submitted for the Strategic Initiatives Grant Program with ITD for improvements to the Pancheri Bridge. The grant was selected for award providing \$3,451,904.30 for the completion of project activities. The proposed project involves replacement of a bridge girder, beam seats and deck rehabilitation.

Alignment with City & Department Planning Objectives



This MOU supports the community-oriented result of reliable public infrastructure and transportation by providing funding for improvements to the Pancheri Bridge over the Snake River.

Interdepartmental Coordination

Interdepartmental coordination will take place as required for this grant.

Fiscal Impact

Execution of the MOU will provide \$3,451,904.30 towards project improvements for the Pancheri Bridge. No city match is required.

Legal Review

The MOU has been reviewed by the City's Legal Department.

2-37-24-4-STR-2020-21
2024-006

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE IDAHO TRANSPORTATION DEPARTMENT
AND THE CITY OF IDAHO FALLS**

To provide the agreement guidelines for the Idaho Transportation Department (ITD) and the City of Idaho Falls (GRANT RECIPIENT), hereinafter "Party" or "Parties", in cooperative endeavors within each agency's scope of responsibility related to the FY2024 Strategic Initiatives Program Local Transportation Grant Program.

AUTHORITY:

Idaho Code 40-719 created the Strategic Initiatives Grant Program and established the Strategic Initiatives Grant Program Fund, and Senate Bill No. 1189 appropriated funds to ITD for FY2024. Idaho Code section 40-317 and Idaho Code sections 67-2326 through 2333 and 67-2339.

AWARD AMOUNT AND PROJECT DESCRIPTION:

\$ 3,451,904.30 is approved from the Strategic Initiatives Grant Program for Grant Recipient's project as described in their application attached as Exhibit A for Pancheri Dr. Bridge Over the Snake River Rehab Pavement Rehabilitation.

ITD RESPONSIBILITIES:

1. To ensure the Strategic Initiatives Grant Program is used to mitigate the impact of state highway projects on local roads or for economically significant local transportation projects that require the assistance of ITD to facilitate funding.
2. Review Grant Recipient's provided information outlined below and concur in project readiness before processing fund transfer(s) from the Strategic Initiatives Grant Program Fund to the Grant Recipient, and process funding transfer within 30 days of approving the Grant Recipient's request for construction funding.
3. Report annually to the transportation and defense committee of the House of Representatives and the transportation committee of the Senate of the Legislature regarding the Strategic Initiatives Grant Program.

GRANT RECIPIENT RESPONSIBILITIES:

1. Utilize Grant funding to complete project scope within allotted cost and schedule as described in Grant Recipient's application included as Exhibit A.
2. Provide account routing information for the transfer of the Strategic Initiatives Grant Program award.
3. Follow all applicable state laws governing the expenditures of state funds.
4. Submit construction-ready plans to ITD, including a construction schedule and request for construction funding.
5. Follow State procurement rules for advertising, bidding and award of contracts.

6. Provide construction oversight and project administration.
7. Provide an annual update on the project status no later than September 30, beginning in 2024.
8. Complete project construction, including any change orders or other contract adjustments.
9. Provide a final close-out report including a summary of project accounting, with before and after pictures upon project completion.
10. Responsible for answering media, public or government inquiries related to the expenditures of these funds.

LIMITATIONS:

Nothing in this MOU between the Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States. Nothing in this MOU shall be construed as expanding the liability of the Parties. In the event of a liability claim, each Party shall defend their own interests. No Party shall be required to provide indemnification of the other Parties.

EFFECTIVE DATE:

This MOU shall become effective upon the most recent signature by authorized representative of the Director, Idaho Transportation Department, and the authorized representative for the Grant Recipient, and will remain in force unless formally terminated by both Parties.

METHOD OF AMENDMENT OR TERMINATION:

Amendments or requests for termination of this MOU may be proposed in writing at any time by any Party. Amendments will become effective upon signature by all Parties to this MOU and shall be attached to this MOU and made a part thereof.

CONFLICTING PROVISION:

If any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU be enacted, then that conflicting provision in the MOU shall be deemed null and void. In the event any provision of this MOU is determined null and void, all remaining provisions shall remain in full force and effect.

EFFECTIVE DATE: _____, 2024

IDAHO TRANSPORTATION DEPARTMENT

GRANT RECIPIENT



Dan McElhinney, Chief Deputy Director

Chris Fredericksen, Public Works Director

Exhibit A

Grant Recipient's Application



*Your Safety.
Your Mobility.
Your Economic Opportunity.*

Applicant Information

Applicant: City of Idaho Falls

Mailing Address: 380 Constitution Way
City: Idaho Falls
State: Idaho
Zip Code: 83405

Contact person: Chris Canfield, P.E.
Title: Assistant Public Works Director
Phone: (208) 612-8259
Email: ccanfield@idahofalls.gov

Co-Applicant (if different from Applicant): N/A

Mailing Address:
City:
State:
Zip Code:

Contact Person:
Title:
Phone:
Email:



*Your Safety.
Your Mobility.
Your Economic Opportunity.*

FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM AGREEMENT FORM

Please complete the form with the appropriate signing authority at the bottom of the form. Return the form with your completed application.

Local Highway Jurisdiction: City of Idaho Falls

Signing Authority: Chris H. Fredericksen, P.E.

Position: Idaho Falls Public Works Director

Project Name: Pancheri Dr Bridge Over the Snake River Rehab

Receiving this grant requires the Local Highway Agency to agree to the following program requirements:

- Prepare plans and bid documents
- Provide a construction schedule before construction begins
- Follow State Procurement Rules for advertising, bidding and award of contracts
- Provide construction oversight and project administration
- Provide a project close-out report including a summary of project accounting, and before and after pictures upon project completion
- Complete project construction

ACKNOWLEDGED BY

SIGNATURE

August 31, 2023

DATE



*Your Safety.
Your Mobility.
Your Economic Opportunity.*

FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM SCORING CRITERIA

1. Description of project; 15 pts
 - a. Excellent description including need, agency & financial benefit + Safety; 15 pts
 - b. Excellent description including need, agency & financial benefit, 10-14 pts
 - c. Adequate description of need/benefit, 5-9 pts
 - d. Poor description of need/benefit, 0-4 pts
2. Scope, limits, estimate; 15 pts
 - a. Feasible scope/schedule, project size, necessary permits/environmental agreements, reasonable project cost; 11-15 pts
 - b. Some concerns with scope, schedule, project cost etc.; 6-10 pts
 - c. Major concerns with scope, project cost; 1-5 pts
3. R/W or easements; 10 pts
 - a. If no additional R/W is needed (own property, have executed property use agreements/easements, etc.); 10 pts
 - b. May need property use agreement for small amount of work on property, or if LHJ has letters of commitments; 5-9 pts
 - c. R/W needs to be acquired including # of parcels; 1-4 pts
4. Bid ready; 20 pts
 - a. Plans in hand, ready to bid; 17-20 pts
 - b. 75% plans or feasible to develop within 3 months of grant award (verified by scope); 12-16 pts
 - c. 50% plans, needs considerable work; 8-11 pts
 - d. 25% plans; 4-7 pts
 - e. Concept/less; 1-3 pts
5. Describe how the project mitigates the impacts of a state highway projects OR why the project is economically significant and requires assistance from the Idaho Transportation Department; 30 pts
 - a. If the project is directly impacted by a state highway system project or funding a project would be an economically infeasible for the local agency; 20-30 pts
 - b. If project is indirectly affected by a state highway system project or the project would be an economic hardship for the local agency; 10-19 pts
 - c. Other explanation; 1-9 pts
6. Support/Partnerships; 10 pts
 - a. Unique, diverse, and excellent letters or statements of support; 8-10 pts
 - b. Form letters or non-diverse letters of support; 4-7 pts
 - c. Poor community support; 1-3 pts

Pancheri Drive Bridge Rehab over the Snake River, Idaho Falls

1. Project Description & Need:

Description

The bridge over the Snake River at Pancheri Drive is in desperate need of rehabilitation. The upstream portion of the bridge is nearing 50 years old. As the structure was widened in the 1990's (downstream portion) the sufficiency rating is skewing the ratings to properly rank the project in the program. The bridge inspection report notes the need for girder and deck rehabilitation as well as bearing replacement. This bridge supports a significant arterial east west connection of Idaho Falls on the west side of town to the 17th St business district corridor on the east side of town. Its importance is accentuated by its significant traffic count in excess of 28,000 vehicles per day.

Need for the Bridge

There are multiple consequences if the bridge left in its deteriorating condition. Traffic will be forced to detour to alternate streets, which are currently over capacity; particularly Broadway/US 20. Delay of rehabilitation will also cause significant deterioration of the remaining structure increasing costs exponentially for this \$15 Million Dollar structure crossing. Delay of replacement will cause a domino effect creating congestion and frequent traffic delays as well as increased costs for increased structure deficiencies. The current railing and sidewalk are extremely unsafe for pedestrians and are not ADA compliant.

School Bus & Postal Route

Two schools within a mile are served by this bridge, which is on multiple desired bus routes for the school district. Interruption of this bridge service will significantly hinder service to Skyline High School and Eagle Rock Junior High which are immediately served by Pancheri Drive on the West side of Idaho Falls. This bridge is on postal delivery routes and integral to the service of the neighborhoods on the west side of Idaho Falls.

Economic Impact

The arterial road supported by this structure provides access to busiest business district in the city where Pancheri Drive feeds/extends 17th St. Access to the commercial district along 17th St to the east, schools, parks, and churches to the west are severely restricted if this structure is impacted. The city currently does not have the means to fund the rehabilitation or replacement of the structure, nor do we anticipate funds from new developments. The city does not have an impact fee structure for our local streets therefore, without the funds from the federal grant; the city will be left with an obsolete/deteriorating structure.

System Connectivity

Pancheri Drive is an important arterial roadway in Idaho Falls. It carries traffic from the adjoining neighborhoods to arterial streets of E. 17th St in our commercial districts. Continuing east of this corridor provides direct access to such locations as College of Eastern Idaho and the Grand Teton Mall. Additionally, Pancheri Drive provides a valuable alternative to congested parallel State Highway routes (Broadway/US 20 and Sunnyside). As this bridge continues to deteriorate with age, the city services will be greatly impacted including emergency and sanitation services. Rehabilitation of the bridge will restore connectivity and assure continuous service well into the future.

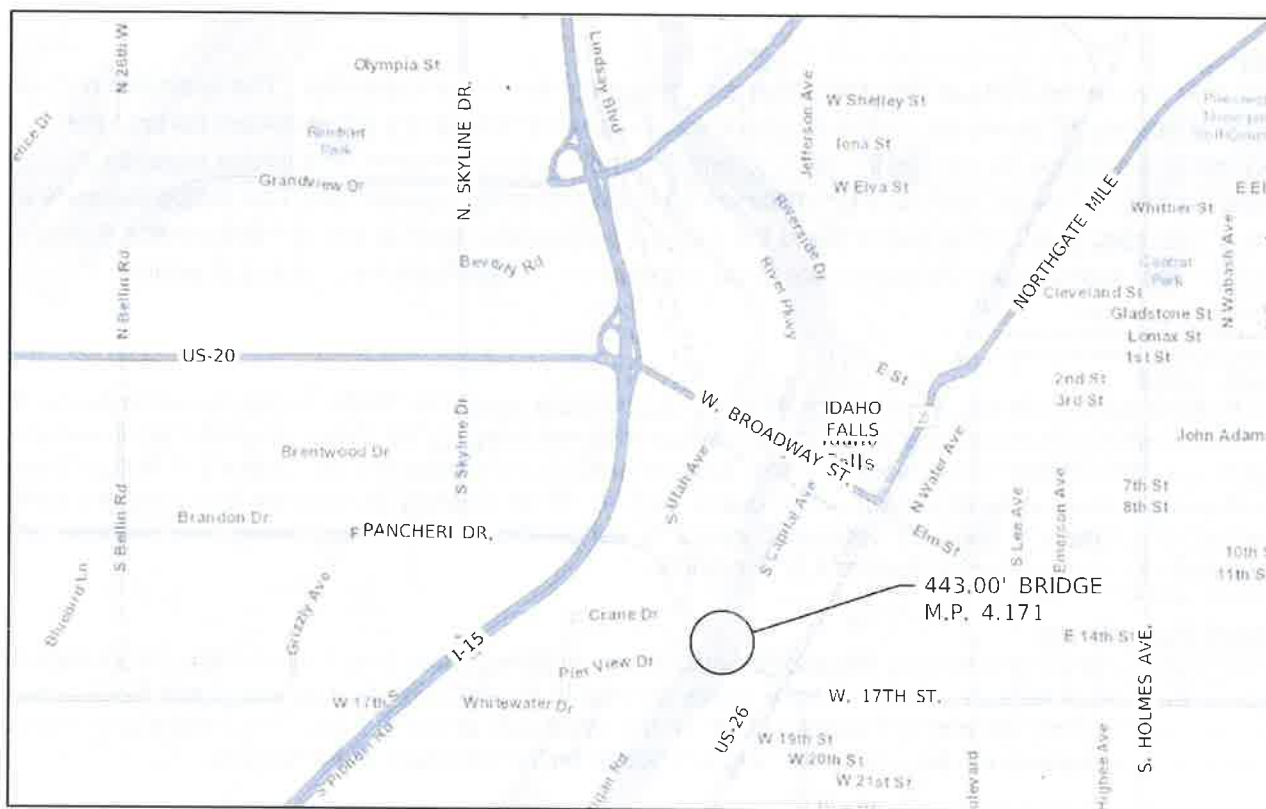
Safety

Included with the pedestrian safety improvements of this project will be a wider sidewalk on the North side of the structure (3 feet to 9 feet wide) as well as the improved deck surface. Crashes experienced within the project limits over the last 5 years include one Serious (A) injury accident, three (B) injury accidents, 5 (C) injury accidents and 13 property damage accidents. The resurfacing in combination with the wider sidewalk will greatly increase the safety of this high-volume arterial roadway.

Summary

Due to the issues outlined above, this bridge is designated as the most critical for rehabilitation within the corporate limits of the City of Idaho Falls. Therefore, your consideration in adding this project to the Strategic Initiative program is greatly appreciated.

1A Map. (Additional Vicinity Map in the Appendix)



VICINITY MAP
NTS

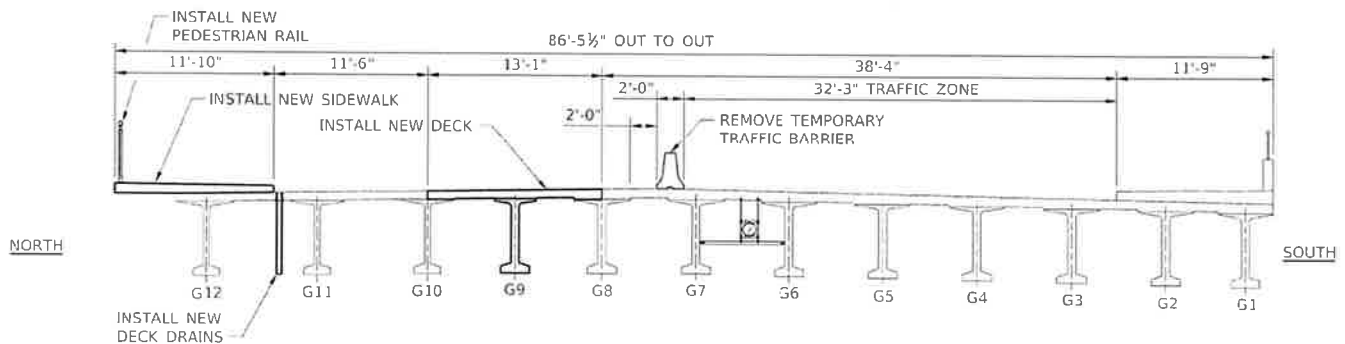
1B: Photos:





2. Project Scope:

The existing structure is a 443 ft long, 4-span prestressed concrete girder bridge that carries Pancheri Drive over the Snake River in Idaho Falls, Idaho. The original bridge was built in 1971 and had an out-out width of 35'-6". The bridge was then widened in 1999 to an out-out width of 86'-3". The existing south portion of the bridge is currently 47 years old, while the new north portion is 19 years old. The bridge currently has a 0.5-inch asphalt overlay that is worn down to the concrete deck in some areas.



A recent bridge inspection report (in the appendix) listed several items for repair/rehabilitation. This project will address the following the replacement of the girder line and deck, girder bearing rehabilitation and a deck overlay to address the items in the inspection report identified below:

1. Clean and rehabilitate joint assemblies – The inspection report indicates that the expansion joints at the abutments are leaking. The configuration of the abutment joints allows moisture/deicing salts to leak thru the joints directly onto the abutment seat and girder ends, which accelerates deterioration of the girder ends, along with the bearing units listed below.
2. Rehabilitate steel/bronze moveable bearings at older part of abutments. Disassemble to remove internal pack and laminar rust and replace worn parts. This requires that the girders be jacked up to allow for removal and replacement. This project will replace these with steel reinforced elastomeric bearing pads, which are less susceptible to corrosion, and match the system installed on the widened portion of the bridge constructed in 1999.
3. Seal to prevent leakage at old/new deck joint –The inspection report indicates that there are stay-in-place (SIP) forms below the old/new deck joint. The SIP forms tend to trap moisture and deicing salts within the pans and accelerating corrosion and rebar/concrete delamination within the deck. Rusty SIP forms are an indication that moisture/salt is being trapped and may be causing accelerated deterioration in those locations. Additionally, the inspection report indicates that the girder (from the original 1971 construction) near the deck joint has severe rust staining, delamination, and spalling from the top flange reinforcement. This girder is on the "down-slope" side of the old/new deck joint and it is possible that the moisture/salt are being directed to the girder top flange by the SIP forms. The rusting in the top flange is a sign that chlorides may have penetrated into the girder and replacement of the entire girder line is needed.

Project construction limits are within the Pancheri Drive Right of Way over the Snake River. Limits are contained to within the structure (Approximately 450 feet long). A plan view of construction activities is shown below, further details are available in the plan bid set attached to the application:



Estimated Project cost:

Item No.	Ref. No.	Description	Estimated Quantity	Unit	Unit Price Dollars	Total Amount Dollars
		1000 DIVISION 1000 - CONSTRUCTION STORMWATER BMP's				
10.01	1001.4.1.A.1	Sediment Control	1	LS	\$50,000.00	\$50,000.00
		2000 DIVISION 2000 - MISCELLANEOUS				
20.01	2010.4.1.A.1	Mobilization	1	LS	\$750,000.00	\$750,000.00
	SP	SPECIAL PROVISIONS	0			
S2100A	203-021A	Removal of Bridge - Partial	1	EA	\$326,400.00	\$326,400.00
S2100B	502-065A	Concrete Class 40AF	284.8	CY	\$1,545.00	\$440,016.00
S2100C	502-375A	Prestressed Bulb Tee Girder (Top Flange 37", Depth 66")	438.5	LF	\$1,068.00	\$468,318.00
S2100D	503-005A	Metal Reinforcement	29790	LB	\$2.40	\$71,496.00
S2100E	503-020A	Epoxy-Coated Metal Reinforcement	27693	LB	\$3.40	\$94,156.20
S2100F	504-035A	Pedestrian/Bicycle Railing	441	LF	\$300.00	\$132,300.00
S2100G	507-005A	Elastomeric Bearings Plain	6	EA	\$144.00	\$864.00
S2100H	507-010A	Elastomeric Bearings Laminate	8	EA	\$1,080.00	\$8,640.00
S2100I	511-005A	Concrete Waterproof System, Type C	579	SY	\$24.00	\$13,896.00
S2100J	553-005A	Epoxy Overlay	27848	SF	\$9.50	\$264,556.00
S2100K	566-005A	Compression Seal Expansion Joint	173	LF	\$108.00	\$18,684.00
S2100L	569-005A	Removal of Expansion Joint	27	LF	\$300.00	\$8,100.00
S2100M	579-005A	Bond Reinforcing Steel	1	LS	\$29,355.30	\$29,355.30
S2100N	580-005A	Removal of Asphalt Overlay	2776	SY	\$26.40	\$73,286.40
S2100O	581-005A	Concrete Crack Repair Preparation	100	LF	\$78.00	\$7,800.00
S2100P	581-010A	Concrete Crack Epoxy Injection	2	GAL	\$2,100.00	\$4,200.00
S2100Q	582-005A	Patch and Repair of Concrete Surface	134	SF	\$330.00	\$44,220.00
S2100R	582-010A	Patch and Repair of Concrete Deck	1440	SF	\$230.00	\$331,200.00
S2100S	583-005A	Superstructure Jacking	1	LS	\$60,000.00	\$60,000.00
S2100T	632-005A	Concrete Bridge Deck Removal Class A	160	SY	\$300.00	\$48,000.00
S2100U	632-010A	Concrete Bridge Deck Removal Class B	8	SY	\$300.00	\$2,400.00
S2100V	S501-020A	SP Bridge - Deck Drains	12	EA	\$1,370.00	\$16,440.00
S2100W	S501-055A	SP Bridge - Bridge Bearings	8	EA	\$2,900.00	\$23,200.00
		Total Construction				\$3,287,527.90
		Contingency (5%)				\$164,376.40
		Total				\$3,451,904.30

3. Right of Way:

The City of Idaho Falls has all of the Right of way. All construction will be within the existing Right of Way on the Pancheri Drive Structure.

The deed of easement number 5944 Bonneville County Instrument number 913167 from the State Department of Lands for the Pancheri Structure to the City of Idaho Falls is attached in the appendix.

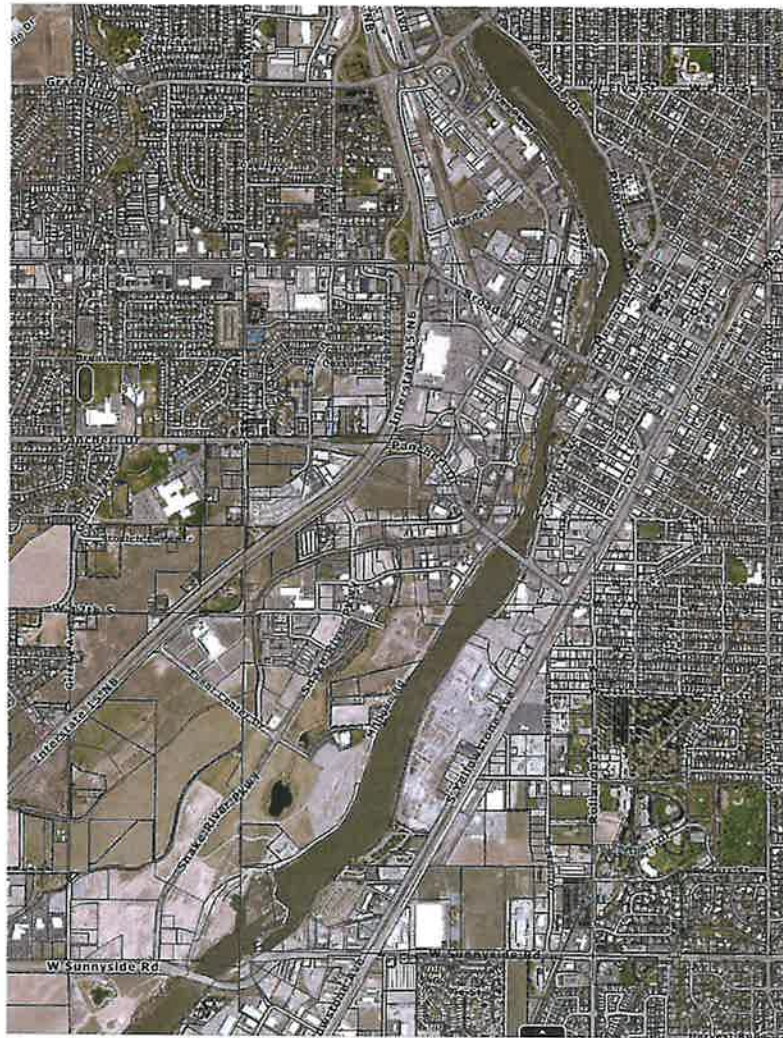
4. Engineering Plans Bid ready:

Our project plans are complete (sealed in June 2013 designed to ITD standards. A copy of the completed plans and specifications for advertisement bid package is attached in the appendix.

5. State Highway System Mitigation:

Pancheri Drive provides a valuable alternative to congested parallel East/West State Highway routes over the Snake River that include US-26 (Broadway), US 20 and I-15 business route (Sunnyside), see Map below. Additionally, Pancheri Drive is an important arterial roadway in Idaho Falls. It carries traffic from the adjoining neighborhoods to arterial streets of E. 17th St in our commercial districts. Continuing east of this corridor provides direct access to such locations as College of Eastern Idaho and the Grand Teton Mall. As this bridge continues to deteriorate with age, the city services will be greatly impacted including emergency and sanitation services. Rehabilitation of the bridge will restore connectivity and assure continuous service well into the future.

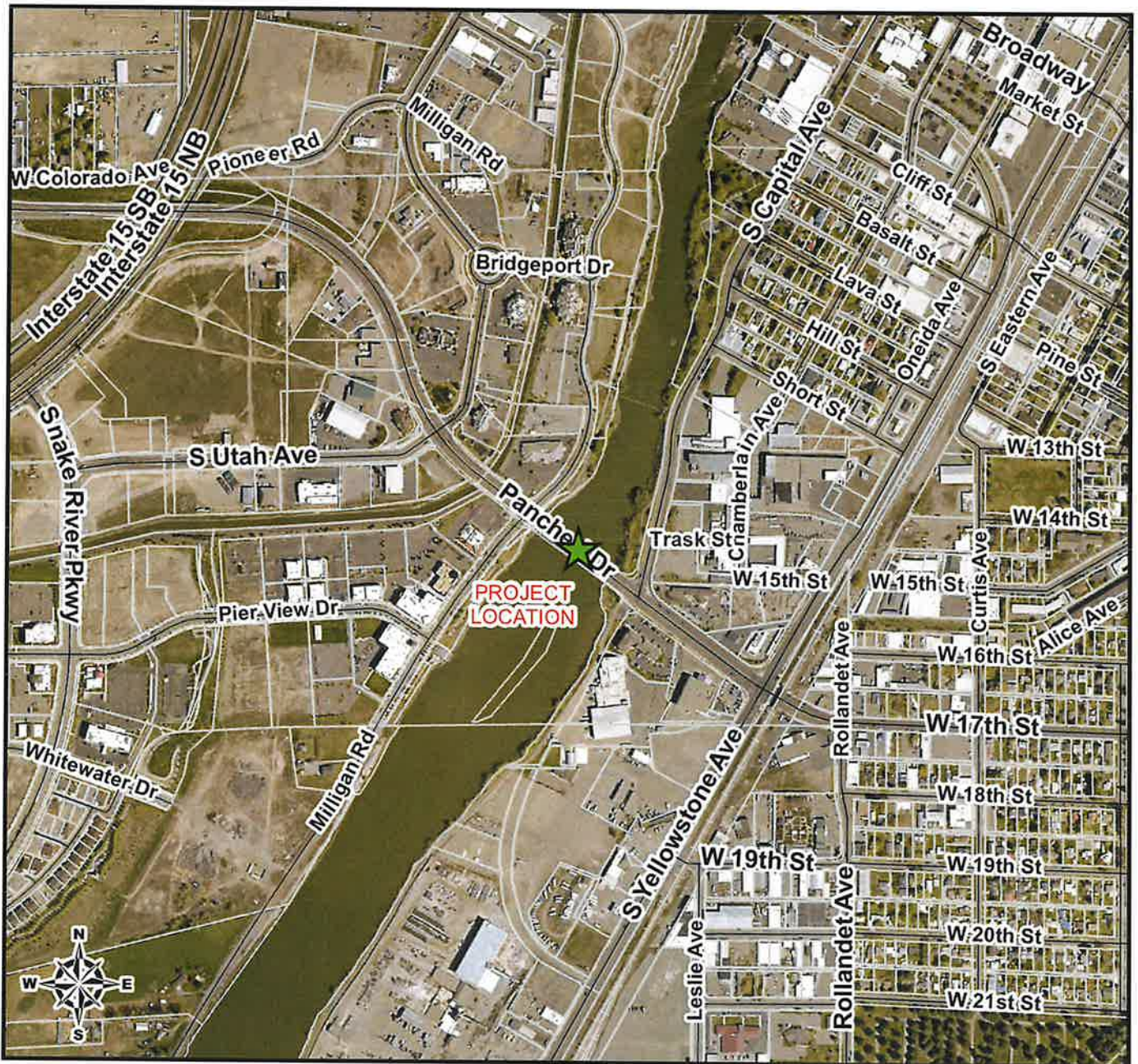
This arterial road supported by this structure provides access to busiest business district in the city where Pancheri Drive feeds/extends 17th St. Access to the commercial district along 17th St to the east, schools, parks, and churches to the west are severely restricted if this structure is impacted. The city currently does not have the means to fund the rehabilitation or replacement of the structure, nor do we anticipate funds from new developments. The city does not have an impact fee structure for our local streets therefore, without the funds from the federal grant; the city will be left with an obsolete/deteriorating structure.



Pancheri Bridge Rehab over the Snake River

VICINITY MAP

VICINITY MAP



1" = 700'

PANCHERI DR BRIDGE OVER SNAKE RIVER
BRIDGE #21565; SUFFICIENCY RATING 85.3
BONNEVILLE COUNTY
CITY OF IDAHO FALLS

Pancheri Bridge Rehab over the Snake River

PROJECT PLANS



CONSTRUCTION SPECIFICATIONS

MATERIALS, CONSTRUCTION AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE STATE OF IDAHO TRANSPORTATION DEPARTMENT, "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION", 2023 EDITION, "THE PROJECT PLANS AND SPECIFICATIONS UNLESS NOTED OTHERWISE. EXISTING BRIDGE DESIGN IS IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES", 1967 AND 1994 EDITION AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES.

MATERIALS

CONCRETE: DECK SLAB AND PARAPET - CLASS 40AF
ABUTMENTS AND WINGS - CLASS 40AF
PRESTRESS GIRDERS
METAL REINFORCEMENT AASHTO M31, GRADE 60
PRESTRESSING REINFORCEMENT AASHTO M203, GRADE 270 LOW RELAXATION
 $f'_c = 4,000 \text{ ksi}$
 $f'_c = 4,000 \text{ ksi}$
 $f'_c = 8,000 \text{ ksi}$
 $f'_c = 60,000 \text{ ksi}$
 $f_{pu} = 270,000 \text{ ksi}$

PLAN DIMENSIONS AND ELEVATIONS

THE DIMENSIONS SHOWN ARE FROM EXISTING PLANS.
THE CONTRACTOR SHALL FIELD VERIFY DIMENSIONS OF EXISTING STRUCTURE BEFORE ORDERING MATERIALS.
PROVIDE 2" CONCRETE COVER MEASURING FROM THE FACE OF THE CONCRETE TO THE FACE OF ANY REINFORCING BAR,
UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
PLANS FOR THE EXISTING STRUCTURE (DWG # 15571, 15571-A, AND 15571-B) ARE AVAILABLE FOR REVIEW AT DISTRICT
OFFICES IN RIGBY, IDAHO AND AT BRIDGE SECTION OFFICE IN BOISE, IDAHO.

CONSTRUCTION

CONSTRUCTION

DURING REMOVAL OPERATIONS, CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO THE PORTIONS OF THE STRUCTURE AND REINFORCING STEEL THAT ARE TO BE RETAINED. ANY CONCRETE OVERBREAK OR DAMAGE OUTSIDE THE DESIGNATED REMOVAL ZONE SHALL BE REPAIRED. THE DESIGNATED REMOVAL ZONE SHALL BE REINFORCED WITH DAMAGED REINFORCING STEEL BEYOND DESIGNATED LIMITS. THE REINFORCING STEEL SHALL BE REINFORCED WITH ALL MATERIALS REMOVED FROM STRUCTURES SHALL BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE DISPOSED OF PROPERLY. ALL REINFORCING STEEL TO BE EPOXY COATED IS DESIGNATED BY AN "E" AFTER THE BAR MARK. TRAFFIC DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN. DURING REMOVAL AND CONSTRUCTION, ONE LANE OF TRAFFIC IN EACH DIRECTION SHALL BE KEPT OPEN.

INCIDENTAL ITEMS

ALL ITEMS SHOWN OR NOTED ON PLANS WHICH ARE NOT SPECIFICALLY BID ITEMS ARE CONSIDERED INCIDENTAL ITEMS. THE COST OF FURNISHING AND INSTALLING ALL INCIDENTAL ITEMS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS, UNLESS NOTED OTHERWISE. TEMPORARY TRAFFIC BARRIER IS INCIDENTAL TO OTHER BID ITEMS.

NOTES

NOTES
PEDESTRIAN ACCESS WILL BE MAINTAINED AT ALL TIMES ACROSS THE STRUCTURE ON THE SOUTH SIDE DURING CONSTRUCTION.

SITUATION AND LAYOUT

443' PRESTRESS CONCRETE BRIDGE REHAB
PANCHERJ DRIVE OVER SNAKE RIVER
CITY OF IDAHO FALLS PROJECT#
2-37-24-4-STR-2020-21

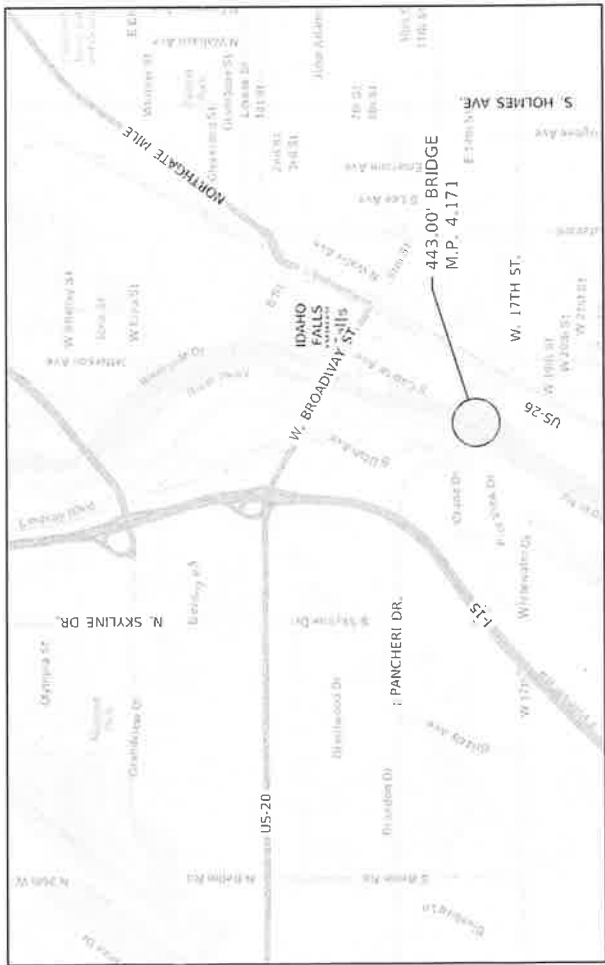
BRIDGE PLANS

BRIDGE KEY NO. 21565

BRIDGE DWG. NO. 5571 C SHEET 1 OF 1

DATE SIGNED: 6/16/2023

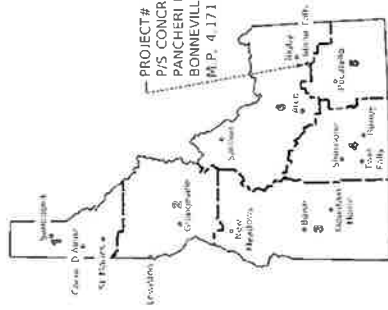
1 OF 1



VICINITY MAP
NTS

SHEET INDEX

NO	DATE BY	REVISIONS	DESCRIPTION
1			SITUATION AND LAYOUT
2			SHEET INDEX, QUANTITIES, & VICINITY MAP
3			STAGE CONSTRUCTION (1 OF 2)
4			STAGE CONSTRUCTION (2 OF 2)
5			66" BULB TEE PRESTRESSED GIRDER
6			PRESTRESSED GIRDER GENERAL DETAILS
7			GIRDER JACKING & BEARING DETAILS (1 OF 2)
8			GIRDER JACKING & BEARING DETAILS (2 OF 2)
9			DECK AND DIAPHRAGM REMOVAL DETAILS
10			DECK AND DIAPHRAGM DETAILS (1 OF 2)
11			DECK AND DIAPHRAGM DETAILS (2 OF 2)
12			CONCRETE REPAIR DETAILS (1 OF 2)
13			CONCRETE REPAIR DETAILS (2 OF 2)
14			NORTH SIDEWALK AND LIGHT SUPPORT DETAILS
15			DECK DRAIN DETAILS
16			COMPRESSION SEAL EXPANSION JOINT (1 OF 2)
17			COMPRESSION SEAL EXPANSION JOINT (2 OF 2)
18			PEDESTRIAN/BICYCLE RAILING DETAILS
19			METAL REINFORCEMENT
20			



PROJECT# 2-37-24-4-STR-2020-21
P/S CONCRETE BRIDGE REHAB
PANCHERI DRIVE OVER SNAKE RIVER,
BONNEVILLE COUNTY
M.P. 4.171

BID ITEMS

203-021A	REMOVAL OF BRIDGE-PARTIAL	1 EA
502-065A	CONCRETE CLASS 43AF	284.8 CY
+502-375A	PRESTRESSED BULB TEE GIRDER (TOP FLANGE 37", DEPTH 66")	438.5 FT
+503-005A	METAL REINFORCEMENT	29790 LB
+503-020A	EPOXY-COATED METAL REINFORCEMENT	27693 LB
504-035A	PEDESTRIAN/BICYCLE RAILING	440.6 FT
+507-005A	ELASTOMERIC BEARINGS PLAIN	6 EA
+507-010A	ELASTOMERIC BEARINGS LAMINATE	8 EA
+511-005A	CONCRETE WATERPROOF SYSTEM, TYPE C	579 SY
+553-005A	EPOXY OVERLAY	27048 SF
+566-005A	COMPRESSION SEAL EXPANSION JOINT	172.5 FT
+579-005A	REMOVAL OF EXPANSION JOINT	26.1 FT
+583-005A	BOND REINFORCING STEEL	2775 LB
581-010A	REMOVAL OF ASPHALT OVERLAY	100 FT
582-005A	CONCRETE CRACK REPAIR PREPARATION	2 GAL
582-005A	PATCH AND REPAIR OF CONCRETE SURFACE	134 SF
582-005A	SUPERSTRUCTURE JACKING	1440 SF
632-005A	CONCRETE BRIDGE DECK REMOVAL CLASS A	160 SY
632-010A	CONCRETE BRIDGE DECK REMOVAL CLASS B	8 SY
501-20A	SP BRIDGE - DECK DRAINS	12 EA
+5501-55A	BRIDGE BEARINGS	8 EA

+DENOTES PLAN QUANTITY



NO	DATE BY	REVISIONS	DESCRIPTION	DESIGNED	CHECKED	SCALE	SHOWN	AREAS	PRINTS	ONLY	FILE NAME	DRAWING DATE
1				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
2				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
3				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
4				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
5				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
6				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
7				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
8				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
9				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
10				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
11				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
12				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
13				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
14				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
15				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
16				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
17				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
18				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
19				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023
20				B. SCHILLER	B. SCHILLER	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	1"=40'	6/15/2023



FORSGREN Associates, Inc.

SHEET INDEX, QUANTITIES, & VICINITY MAP	BRIDGE PLANS
443' PRESTRESS CONCRETE BRIDGE REHAB PANCHERI DRIVE OVER SNAKE RIVER CITY OF IDAHO FALLS, PROJECT # 2-37-24-4-STR-2020-21	BRIDGE KEY NO. 21565 COUNTY BONNEVILLE BRIDGE DWG. NO. 3571-C SHEET 2 OF 20 DATE SIGNED: 6/16/2023

DATE SIGNED: 5/16/2023

STAGE 3 TYPICAL SECTION

NEW TYPICAL SECTION

[illegible]

NORTH SIDEWALK
TREATMENT DETAIL
1"=5'-0"

NORTH SIDE
SIDEWALK DETAIL
1"=5'-0"



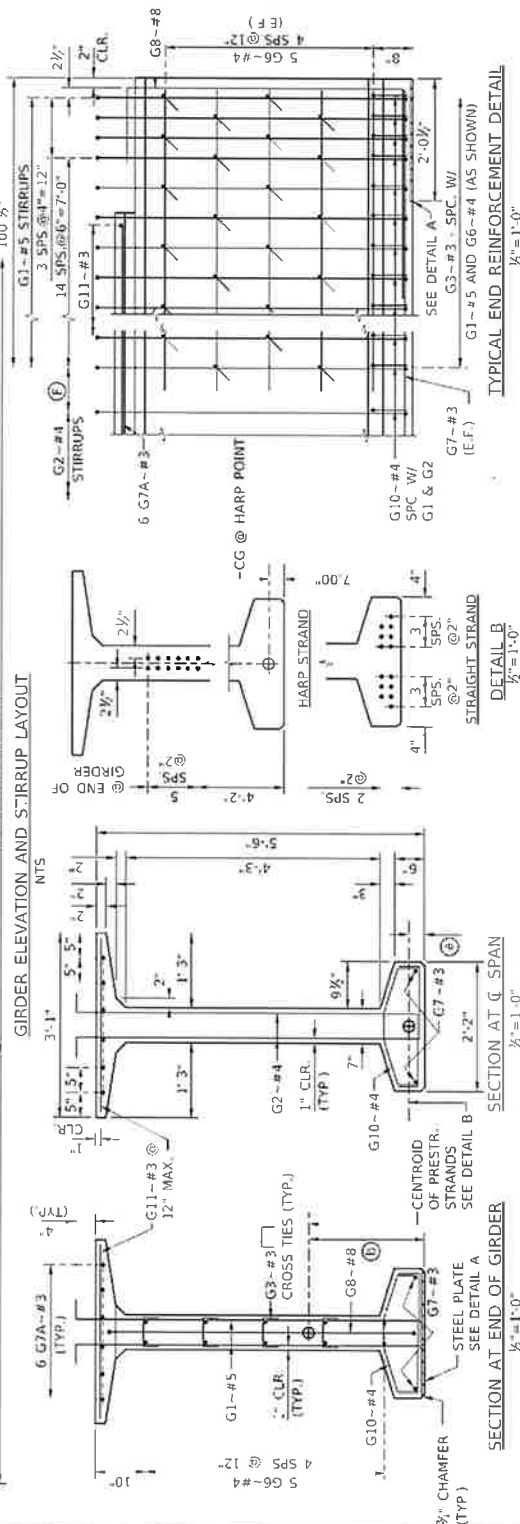
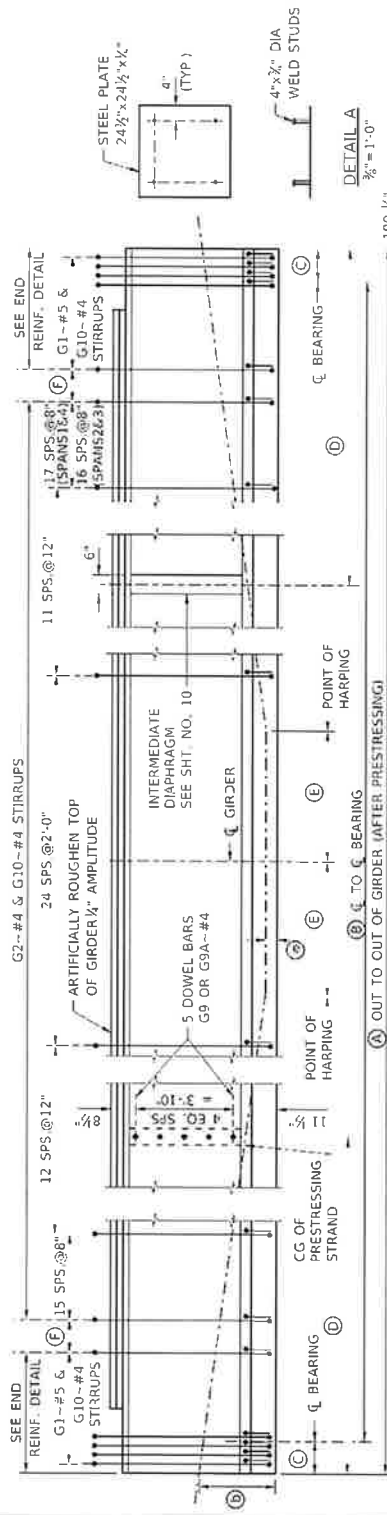
FORSGREN *Associates Inc.*

STAGE CONSTRUCTION (2 OF 2)
443' PRESTRESS CONCRETE BRIDGE REHAB
PANCHERI DRIVE OVER SNAKE RIVER
CITY OF IDAHO FALLS PROJECT#
2-37-24-4-STR-2020-21

BRIDGE PLANS
BRIDGE KEY NO. 21565

BONNEVILLE	SHEET
BRIDGE DWG. NO.	4 OF 20
5571-C	

PRESTRESSED GIRDER SCHEDULE																	REINFORCEMENT DIAGRAM					
GIRDERS		PRESTRESS FORCE ~ KIPS		CONCRETE STRENGTH ~ PSI		GIRDER DIMENSIONS								END DETAIL		C.G. OF STRAND		MARK	SIZE	GRADE	SKETCH	
NO.	LOCATION	FINAL AFTER LOSSES	INITIAL BEFORE LOSSES	AT RELEASE f _{ci}	AT 28 DAYS f _c	(A)	(B)	(C)	(D)	(E)	(F)	LEFT	RIGHT	END GIRDER	MID SPAN				5'-9"			
						LEFT	RIGHT	LEFT	RIGHT										4'-10"			
																			5"			
																			5'-0"			
1	SPAN 1	932.6	1142.5	7000	8000	110'-1"	109'-1"	6"	6"	37'-2"	36'-3"	11'-0"	4"	TYPE A	TYPE C	26.923	4.765	G1-	#5	60		
2	SPANS 2&3	932.2	1142.5	7000	8000	109'-2"	108'-2"	6"	6"	35'-3"	36'-3"	11'-0"	6 1/2"	TYPE C	TYPE C	26.923	4.765	G2-	#4	60		
3	SPAN 4	932.6	1142.5	7000	8000	110'-1"	109'-1"	6"	6"	36'-3"	37'-2"	11'-0"	4"	TYPE C	TYPE A	26.923	4.765	G3-	#3	60		
4																		G4-	#5	60		



NOTES

1. ALL DIMENSIONS TO STIRRUPS AND DOWEL BARS ARE GIVEN AT Q OF GIRDER.
2. SEE PRESTRESSED GIRDER GENERAL DETAILS AND PRESTRESSED BULB TEE GIRDER DETAILS SHEETS FOR NOTES, DIAPHRAGM DOWEL DETAILS, END DETAILS AND DEFLECTION DATA.
3. ALL BEND DETAILS IN ACCORDANCE WITH LATEST ACI STANDARD PRACTICE.


• STIRRUP AND TIE HOOK BEND DIMENSIONS, STIRRUPS AND TIES SHALL HAVE A MINIMUM 1" COVER OUTSIDE OF BARS

GIRDER WEIGHT _____ 731 LBS. PER FOOT



9108

OHIO
STATE



DATE SIGNED: 6/16/2023

NOTES

1. SPANS 1 & 4 GIRDERS DESIGNED USING IMMEDIATE PRESTRESS LOSSES OF 14,480 PSI AND FINAL TOTAL PRESTRESS LOSSES OF 37,203 PSI.
2. SPANS 2 & 3 GIRDERS DESIGNED USING IMMEDIATE PRESTRESS LOSSES OF 14,561 PSI AND FINAL TOTAL PRESTRESS LOSSES OF 37,284 PSI.

3. PROVIDE DOWELS BY ANY OF THE FOLLOWING METHODS:
a. CAST IN PLACE AS SHOWN, PROVIDED THAT HOOKED BARS ARE USED WHEN NECESSARY ON THE EXTERIOR GIRDER.
b. PROVIDE COIL ROD INSERTS AND THREADED DOWELS, IF THE ULTIMATE STRENGTH OF THE INSERT IS IN ACCORDANCE WITH THE FOLLOWING:
MINIMUM ULTIMATE TENSION CAPACITY (LBS.)
BAR SIZE #4 12,000
#5 18,600
#6 26,400

c. ON INTERIOR GIRDERS ONLY, 1 1/2" O HOLES MAY BE PROVIDED DURING FABRICATION AND DOWELS GROUTED IN PLACE AFTER DELIVERY TO THE JOB SITE.

4. PLACE END DIAPHRAGM DOWELS PARALLEL TO THE BEARING PLACE INTERMEDIATE DIAPHRAGM DOWELS PERPENDICULAR TO THE GIRDERS.

5. PROVIDE SHOP DRAWING DETAILS THAT CONFORM TO CURRENT AASHTO SPECIFICATIONS. SHOW DETENSIONING SEQUENCE AND GIRDER LIFT POINTS ON SHOP DRAWINGS.

6. SUBMIT SHOP DRAWINGS TO THE ENGINEER ELECTRONICALLY IN PDF FORMAT IN ACCORDANCE WITH SECTION 506 AND INCLUDE COMPLETE DETAILS OF FABRICATION. CLEARLY SPECIFY MATERIALS BEING USED. FURNISH THE ENGINEER ELECTRONIC AS-BUILT SHOP DRAWINGS IN PDF FORMAT BEFORE PROJECT COMPLETION.

7. LATERALLY RESTRAIN THE GIRDER DURING TRANSPORTATION AND ERECTION. SHOW THE METHOD OF LATERAL RESTRAINT ON THE SHOP DRAWINGS.

8. PROVIDE DESIGN CALCULATIONS AND SHOW THE DETAILS ON THE SHOP DRAWINGS IF TEMPORARY STRANDS ARE ADDED IN THE TOP FLANGE FOR HANDLING, TRANSPORTATION, OR ERECTION. PROVIDE A REVISED DEFLECTION DATA TABLE AND SCREED ADJUSTMENT TABLE. CHANGES SHALL BE APPROVED BY THE ENGINEER AND SHALL BE AT THE CONTRACTOR'S EXPENSE.

9. PROVIDE GIRDERS WITH ENDS THAT ARE PLUMB WHEN SET TO GRADE.

10. DIMENSION (A) IN THE PRESTRESSED GIRDER SCHEDULE TABLE IS A HORIZONTAL DIMENSION. FINISHED LENGTH OF GIRDER SHALL BE CORRECTED FOR GRADE AND ALLOWANCE MADE FOR BEAM SHORTENING.

11. BLOCK OUT TOP FLANGE OF BULB TEE AND WF GIRDERS TO ALLOW PLACEMENT OF CONCRETE FOR THE END DIAPHRAGMS.

12. IF THE TOP FLANGE OVERHANG IS TO BE USED FOR SUPPORT OF DECK FORMS OR SCREDS, APPROVAL BY THE ENGINEER OF THE METHOD TO BE USED WILL BE REQUIRED PRIOR TO CASTING OF THE BEAMS. SHOW THE METHOD OF DECK FORM AND SCREED SUPPORT ON SHOP DRAWINGS, AND DESIGN THE REINFORCEMENT ACCORDINGLY.

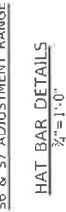
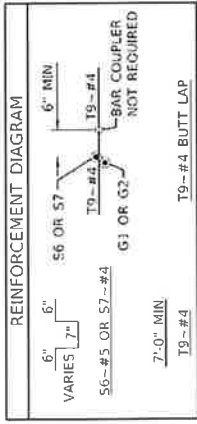
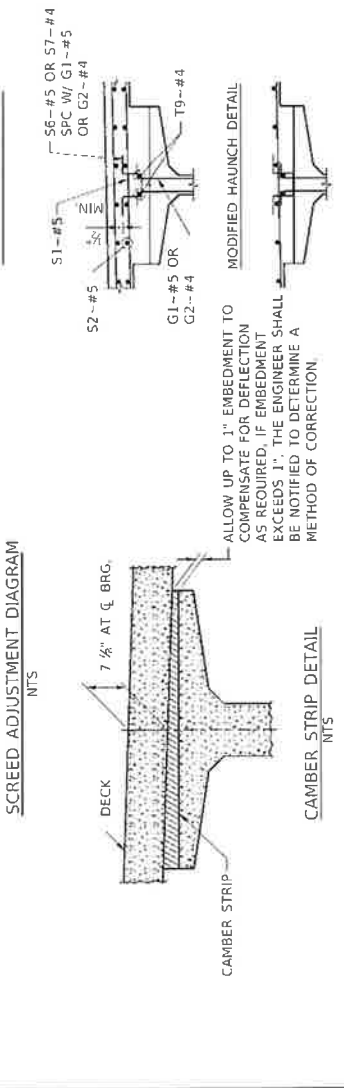
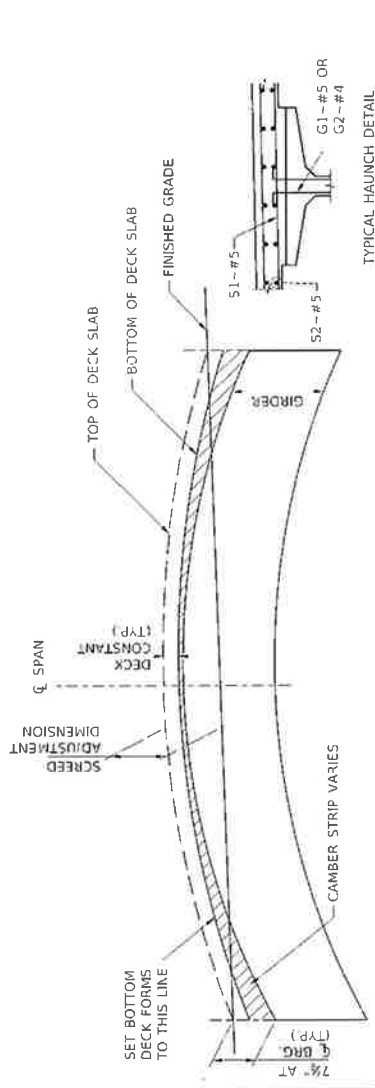
13. GIRDER ERECTION/DECK PLACEMENT ASSUMED TO OCCUR WITHIN 60-90 DAYS AFTER GIRDER FABRICATION.

14. FABRICATE IN ACCORDANCE WITH SECTION 506.

15. DESIGN BASED UPON 0.6" DIA. AASHTO M203 LOW RELAXATION STRAND.

16. DO NOT SHIP PRESTRESSED CONCRETE MEMBERS UNTIL TESTS ON CONCRETE CYLINDERS MANUFACTURED FROM THE SAME CONCRETE AND CURED UNDER THE SAME CONDITIONS AS THE GIRDERS INDICATE THAT THE CONCRETE OF THE PARTICULAR MEMBER HAS ATTAINED A COMPRESSIVE STRENGTH EQUAL TO THE SPECIFIED DESIGN 28 DAY COMPRESSIVE STRENGTH.

17. PRESTRESSING CONCRETE MEMBERS CONSIDERED INCIDENTAL TO THE COST OF PROVIDING PRECAST MEMBERS SPECIFIED IN SECTION 502.



NOTE:
A. AT LOCATION THAT THE GIRDER STIRRUPS (G1 AND G2 BARS) DO NOT RISE ABOVE THE BOTTOM MAT OF REINFORCEMENT, HAT BARS (S6 AND S7 BARS) SHALL BE ADDED.
B. ADDITIONAL S6, S7 AND T9 BARS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR METAL REIN. SCH. NO. 2.

SCREED ADJUSTMENT DIMENSIONS AT C. OF GIRDERS												
0.0		0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	SPAN (TENTH POINTS)
0.00		0.40	0.71	0.93	1.07	1.11	1.07	0.93	0.71	0.40	0.00	SPANS 1 & 4 SCREED ADJUSTMENT DIMENSION - INCHES
0.00		0.39	0.69	0.90	1.03	1.07	1.03	0.90	0.69	0.39	0.00	SPANS 2 & 3 SCREED ADJUSTMENT DIMENSION - INCHES

DEFLECTION DATA ~ INCHES											
LOCATION		PRESTRESS		GIRDER		ΔP		ΔG		ΔS	
		ΔP + ΔG		ΔS		NON COMP. DL		ΔC		ΔS + ΔC	
SPANS 1&4		2.74	1.29	1.46	2.13	0.94	0.17	1.11			
SPANS 2&3		2.69	1.24	1.45	2.13	0.91	0.16	1.07			
ESTIMATED DEFLECTION OF PRESTRESSED GIRDER AT RELEASE											

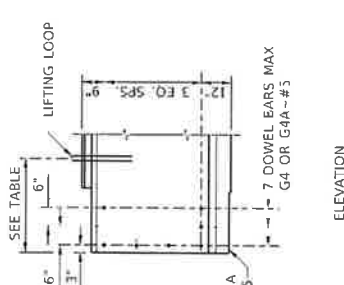
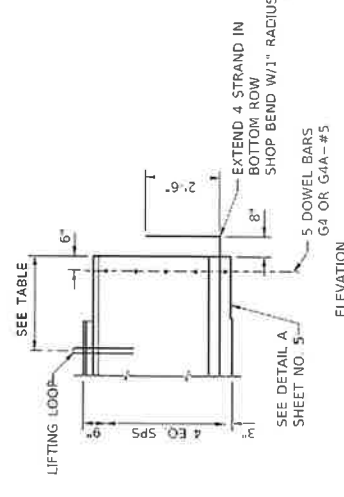
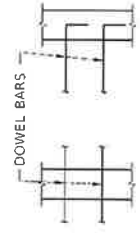
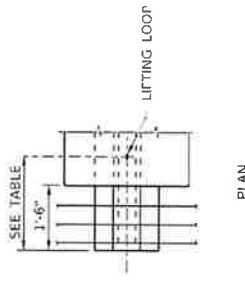
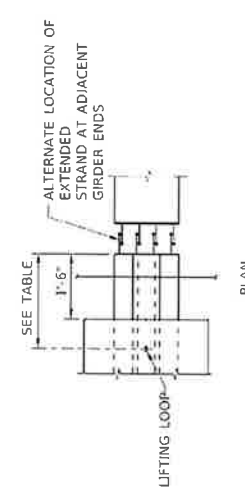
* ESTIMATED DEFLECTION OF PRESTRESSED GIRDER AT RELEASE

* ESTIMATED DEFLECTION OF PRESTRESSED GIRDER AT GIRDER ERECTION/DECK PLACEMENT

PRESTRESSED GIRDER GENERAL DETAILS				BRIDGE PLANS			
443' PRESTRESS CONCRETE BRIDGE REHAB				BRIDGE KEY NO. 21365			
PANCHERI DRIVE OVER SNAKE RIVER				COUNTY BONNEVILLE			
CITY OF IDAHO FALLS PROJECT # 2-37-24-4-STR-2020-21				BRIDGE DWG. NO. 5571-C			
				SHEET 6 OF 20			




REVISIONS		DESIGNED		CHECKED		DESIGNED		CHECKED		DESIGNED	
NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION
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2				2				2			
3				3				3			
4				4				4			
5				5				5			
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10				10				10			
11				11				11			
12				12				12			
13				13				13			
14				14				14			
15				15				15			
16				16				16			
17				17				17			



GIRDER END DETAILS
 $\frac{1}{4}'' = 1'-0''$

	MIN.	MAX.
RELEASE	2'-0"	15'-0"
FRECTION	2'-0"	15'-0"

LIFT LOOP TABLE



DATE SIGNED: 5/16/2023

BRIDGE PLANS	
BRIDGE KEY NO.	21565
COUNTY	BONNEVILLE
BRIDGE DWG. NO.	SHEET 7 OF -5573-C

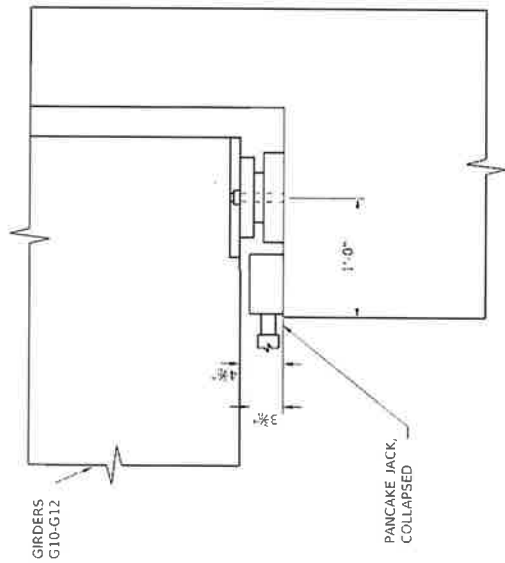
PRESTRESSED BULB TEE GIRDER DETAILS



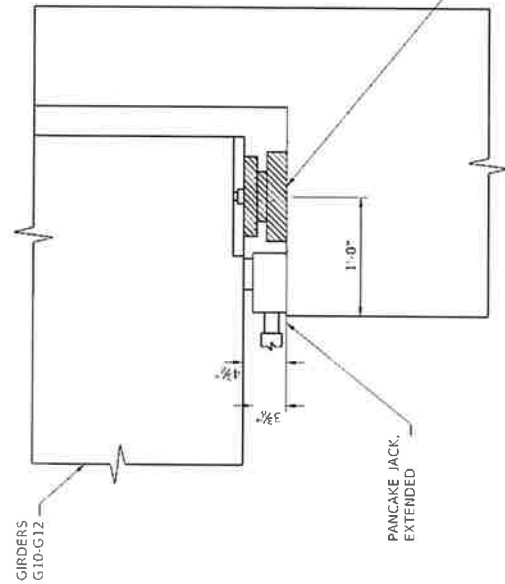
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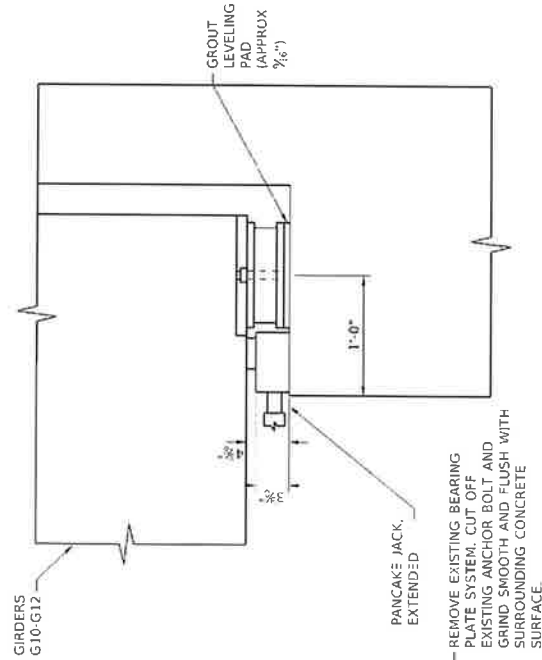
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BEARING REPLACEMENT - STEP 1
1"=1'0






BEARING REPLACEMENT - STEP 2
1" = 1'-0"



BEARING REPLACEMENT - STEP 3
1"=1'-0"

14. PLACE COLLAPSED PANCAKE JACK UNDER GIRDERS G10 TO G12 AT ABUTMENT 5

1. **EXTEND PANCAKE JACK.**
2. **REMOVE EXISTING BEARING PLATE SYSTEM.**

1.  INSTALL NEW BEARING PLATE SYSTEM.
2.  INSTALL GROUT LEVELING PAD.
3.  AFTER GROUT LEVELING PAD HAS OBTAINED FULL DESIGN STRENGTH, COLLAPSE AND REMOVE PANCAKE JACK

NOTES:

- NOTES:
1. PERFORM GIRDER REPAIRS PRIOR TO JACKING. SEE SHEET 13.
 2. PLAN DETAILS SHOW ONE POSSIBLE CONFIGURATION FOR JACKING THE SUPERSTRUCTURE. CONTRACTOR MUST SUBMIT FULLY DETAILED PLANS AND CALCULATIONS TO THE ENGINEER IN ACCORDANCE WITH SECTION 583
 3. PROVIDE CLASS 1, NONMETALLIC, NONSHRINK TYPE B GROUT IN ACCORDANCE WITH SECTION 705 FOR THE GROUT PAD. GROUT SHALL BE CONSIDERED INCIDENTAL TO THE BEARING PAD PAY ITEM 5501-55A.
 4. SUPERSTRUCTURE JACKING LOADS (SERVICE 1) AT EACH GIRDER ARE:
GIRDER DEAD LOAD LIVE LOAD TOTAL (DEAD+LIVE)

GIRDER	DEAD LOAD	LIVE LOAD	TOTAL (DEAD+LIVE)
G10	103 kips	0 kips	103 kips
G11	107 kips	0 kips	107 kips
G12	132 kips	0 kips	132 kips

DESIGNED BY: MOSS	SCALES SHOWN ARE FOR 11" X 17"
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SCALES SHOWN
ARE FOR 11" X 17"

SCALES SHOWN
ARE FOR 11" X 17"

SCALES SHOWN
ARE FOR 11" X 17"



IDAHO FALLS
PUBLIC
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FORSYTH ASSOCIATES INC.

GIRDER JACKING & BEARING DETAILS (2 OF 2)

43' PRESTRESS CONCRETE BRIDGE REHAB
PANCHERJ DRIVE OVER SNAKE RIVER
CITY OF IDAHO FALLS PROJECT#
2-37-24-4-STR-2020-21

BRIDGE PLANS

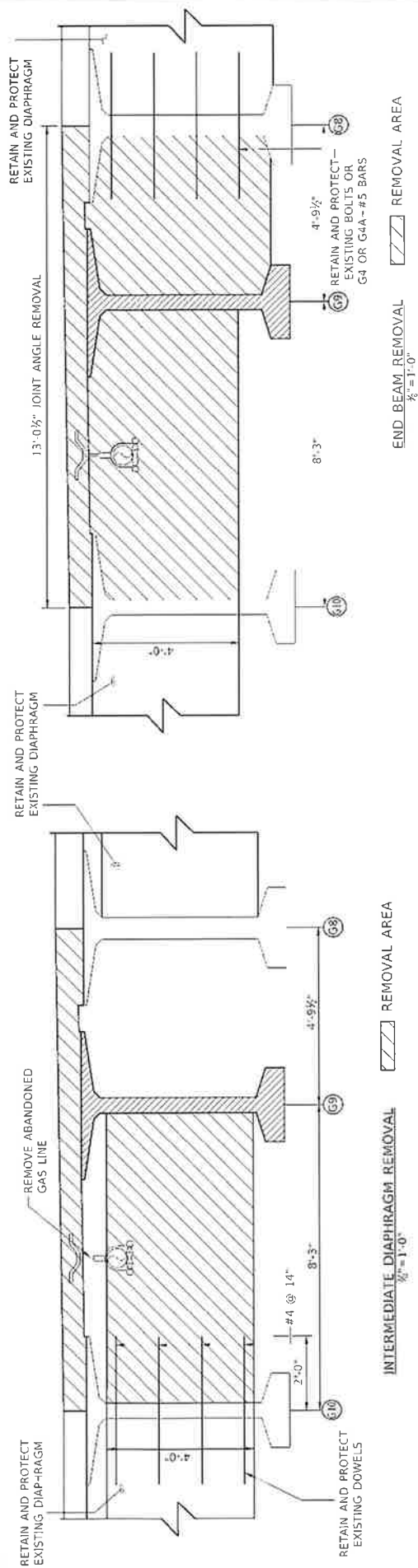
BRIDGE KEY NO. 21565

COUNTY	BONNEVILLE	PRICE	ONE NO	PIST
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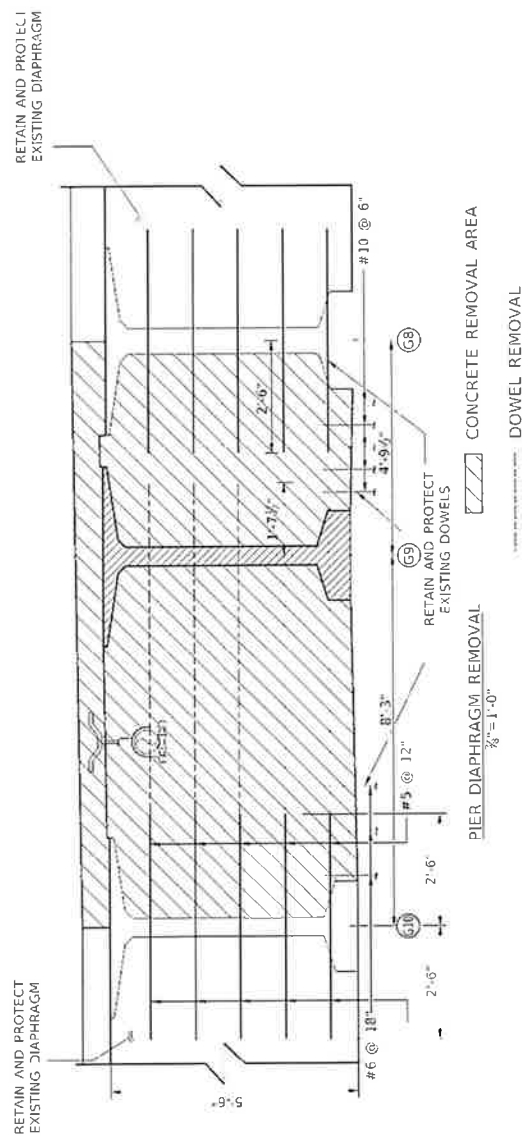
BRIDGE DWG. NO.	9	SHEET
:5571-C		OF

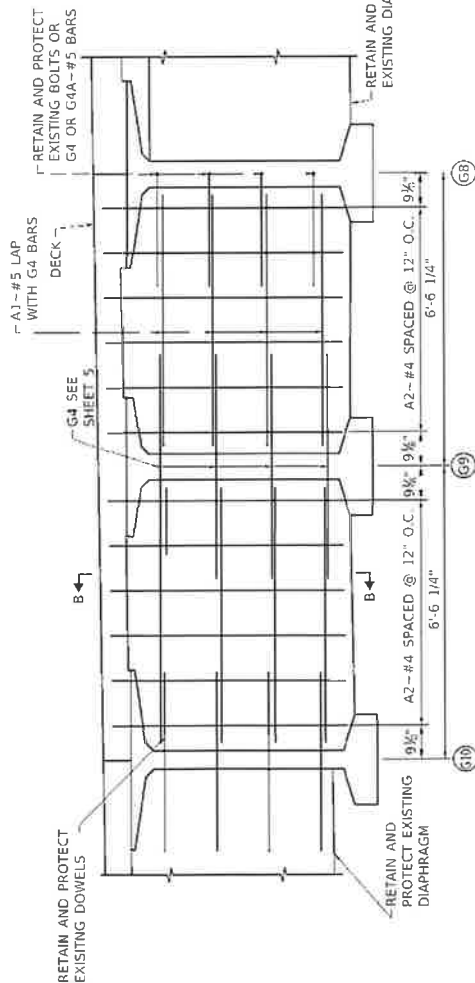
DATE SIGNED: 6/16/2023



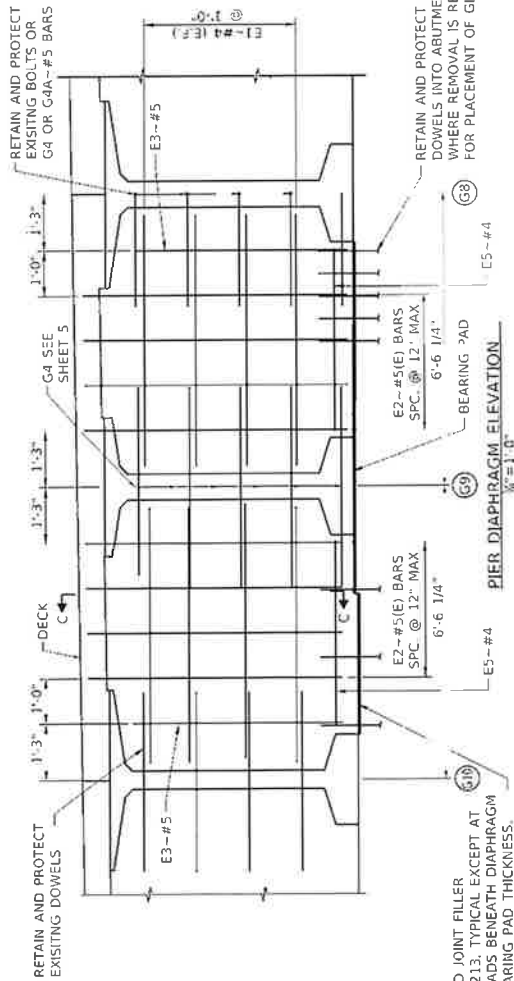


NOTES:
1. CUT AND REMOVE JOINT ANGLE IN PORTION OF THE DECK TO BE REMOVED.
2. SEE SHEET 15.

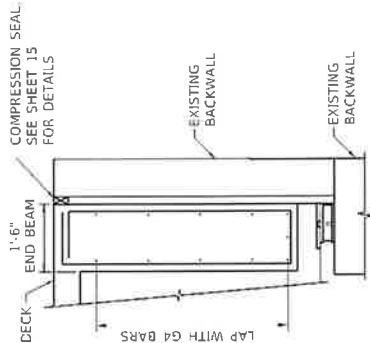
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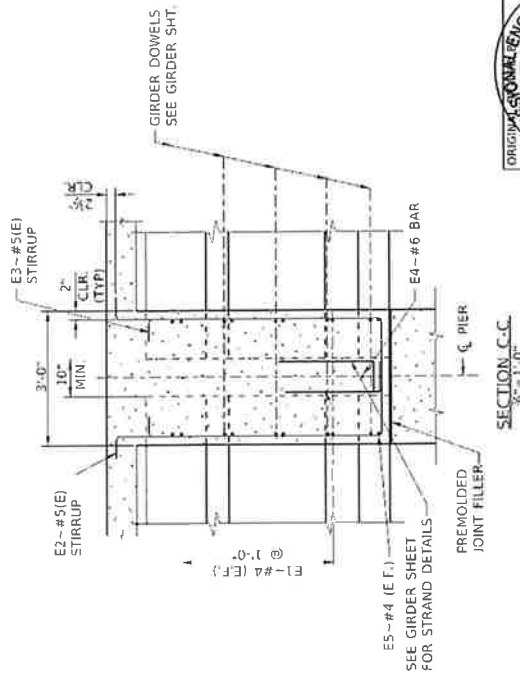
END BEAM ELEVATION AT ABUTMENT'S
1/8" = 1'-0"



PREMOULDED JOINT FILLER
ASHTO M213. TYPICAL EXCEPT AT
BEARING PADS BENEATH DIAPHRAGM
MATCH BEARING PAD THICKNESS.



SECTION B-B
1/8" = 1'-0"



SECTION C-C
1/8" = 1'-0"

NOTE:
NO HORIZONTAL CONSTRUCTION
JOINTS ALLOWED BETWEEN TOP
SLAB AND PIER DIAPHRAGM

ORIGINAL SCALE ENGINEER
REGISTERED
9108
STATE OF IDAHO
BRENT H. SCHMIDT

BRIDGE KEY NO.	21565
COUNTY	BONNEVILLE
BRIDGE DWG. NO.	35711C
SHEET	12 OF 20

DECK AND DIAPHRAGM DETAILS (2 OF 2)
443' PRESTRESS CONCRETE BRIDGE REHAB
PANCHERI DRIVE OVER SNAKE RIVER
CITY OF IDAHO FALLS PROJECT #
2-37-24-4-STR-2020-21

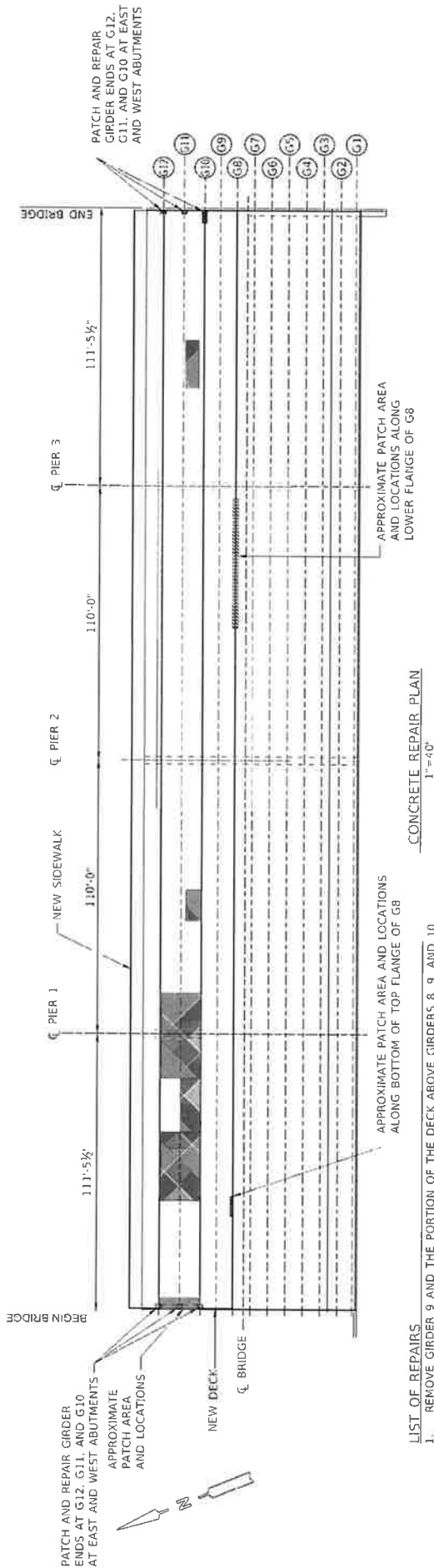


FORNGREN Associates Inc.

DESIGNED B. MOSS	DESIGN CHECKED B. MOSS	PRINTS ONLY	SCALE SHOWN ARE FOR 11" X 17"
DATE BY	DATE BY	DATE BY	DATE BY
DATE BY	DATE BY	DATE BY	DATE BY
DATE BY	DATE BY	DATE BY	DATE BY

NO.	DATE BY	REVISIONS	DESCRIPTION
1			
2			
3			
4			
5			

DATE BY	DATE BY	DATE BY	DATE BY
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DATE BY	DATE BY	DATE BY	DATE BY



LIST OF REPAIRS

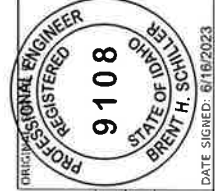
1. REMOVE GIRDER 9 AND THE PORTION OF THE DECK ABOVE GIRDERS 8, 9, AND 10
2. REMOVE ASPHALT OVERLAY ON BRIDGE DECK'S NORTH OF REMOVED GIRDER,
3. CHAIN DECK TO DETERMINE AREAS IN NEED OF REPAIR
4. HYDRO-DEMO SPALLS AND DELAMINATED AREAS ON THE BRIDGE DECK NORTH OF THE REMOVED GIRDER.
5. REMOVE LEAKY COMPRESSION SEAL AT ABUTMENT.
6. REPAIR DETERIORATED AREAS OF GIRDER 8
7. JACK THE ABUTMENT ENDS ON THE NORTH PORTION OF THE BRIDGE (GIRDERS G10, G11, AND G12), REPLACE BEARINGS, AND LOWER BACK INTO PLACE.
8. PATCH AND REPAIR GIRDER ENDS AT G12, G11, G10, AT EAST AND WEST ABUTMENTS
9. PLACE NEW GIRDER G9.
10. POUR NEW CONCRETE DECK AND PATCH PORTIONS OF EXISTING DECK TO REMAIN IN PLACE THAT ARE SPALLED OR DELAMINATED
11. POUR NEW SIDEWALK AND LIGHT SUPPORTS ON NORTH SIDE
12. PLACE NEW COMPRESSION SEAL AT ABUTMENTS AND INSTALL SALVAGED LIGHT POLES ON NORTH SIDEWALK.

TABLE OF ESTIMATED BRIDGE REPAIR QUANTITIES

TABLE OF ESTIMATED BRIDGE REPAIR QUANTITIES					
LOCATION	581-005A CONCRETE CRACK REPAIR PREPARATION (FT)	581-010A CONCRETE CRACK EPOXY INJECTION (GAL)	582-005-A PATCH & REPAIR CONC. SURFACE QUANTITIES (SF)	582-005-A PATCH & REPAIR CONC. SURFACE QUANTITIES (SF)	582-010A PATCH & REPAIR DECK CONC. SURFACE QUANTITIES (SF)
DECK/APPROACH SLABS	40	0.8			1440
GIRDERS/END DIAPHS,	30	0.6		190	
ABUTMENTS	30	0.6			
PIER CAPS					
SIDEWALK/CURB					
TOTAL	100	2.0		190	1440

NOTES

1. EXISTING PLANS ARE AVAILABLE AT THE RESIDENT ENGINEER'S OFFICE.
2. PATCH AND REPAIR CONCRETE IN ACCORDANCE WITH SECTION 582 EXCEPT CONCRETE REMOVAL SHALL BE TO A MINIMUM DEPTH OF $\frac{3}{4}$ " BELOW THE OUTER LAYER OF REINFORCEMENT.
3. EXERCISE CARE DURING CONCRETE REMOVAL TO PREVENT ADDITIONAL DEBONDING OF REINFORCEMENT.
4. REPAIR CONCRETE SURFACE CRACK WIDTHS EXCEEDING 0.016" IN ACCORDANCE WITH SECTION 581.
5. REPAIR QUANTITIES ARE APPROXIMATE. REPAIR ADDITIONAL DETERIORATED CONCRETE AREAS NOT SHOWN OR NOTED IN ACCORDANCE WITH SECTION 581 AND 582. CONTRACTOR AND ENGINEER WILL AGREE ON CONCRETE REMOVAL AREAS AND CRACK REPAIR LENGTHS PRIOR TO WORK.
6. BID ITEMS 581-005A AND 581-010A ARE INCLUDED TO SET A PRICE BASIS IF NEEDED. CRACK REPAIRS AND USE OF THESE BID ITEMS WILL BE AT THE ENGINEERS SOLE DISCRETION.



CONCRETE REPAIR DETAILS (1 OF 2)

443' PRESTRESS CONCRETE BRIDGE REHAB
PANCHERI DRIVE OVER SNAKE RIVER
CITY OF IDAHO FALLS PROJECT#
2-37-24-4-STR-2020-21

2-37-24-4-STR-2020-21

BRIDGE PLANS

BRIDGE KEY NO	21565
COUNTY	BONNEVILLE
BRIDGE DWG NO.	5571-C

GE DWG NO. SHEET
:5571-C 13 OF

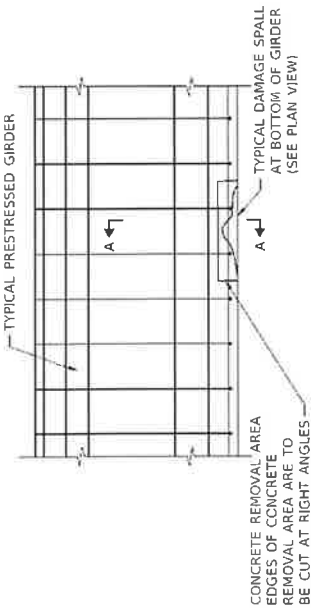


FORSGREN *Associates Inc.*

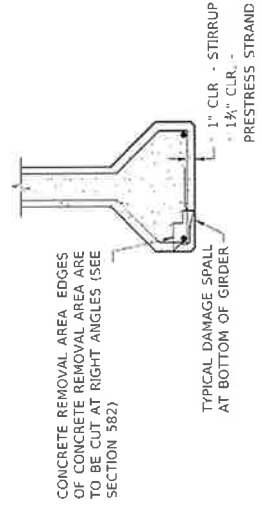
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DESIGN CHECKED BY SCHILLER	PRINTS ONLY
DEVELOPED BY FLOESSNER	CADD FILE NAME
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CORRECTIONS	DRAWING DATE 6/15/2013

DRAWING DATE
6/15/2023

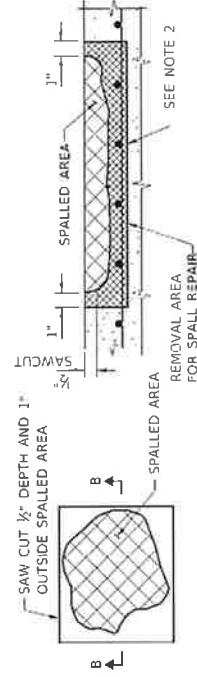
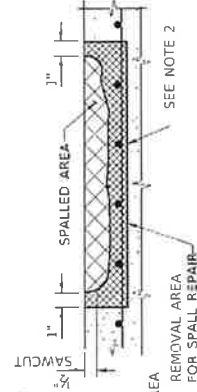
— TYPICAL PRESTRESSED GIRDER



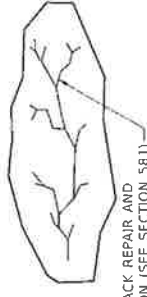
TYPICAL GIRDER ELEVATION
NTS



SECTION A-A
VTS

PLAN VIEW
NTS

SECTION B-B
NTS



FOR CRACK REPAIR AND
INJECTION (SEE SECTION 581)-

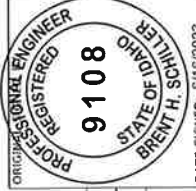
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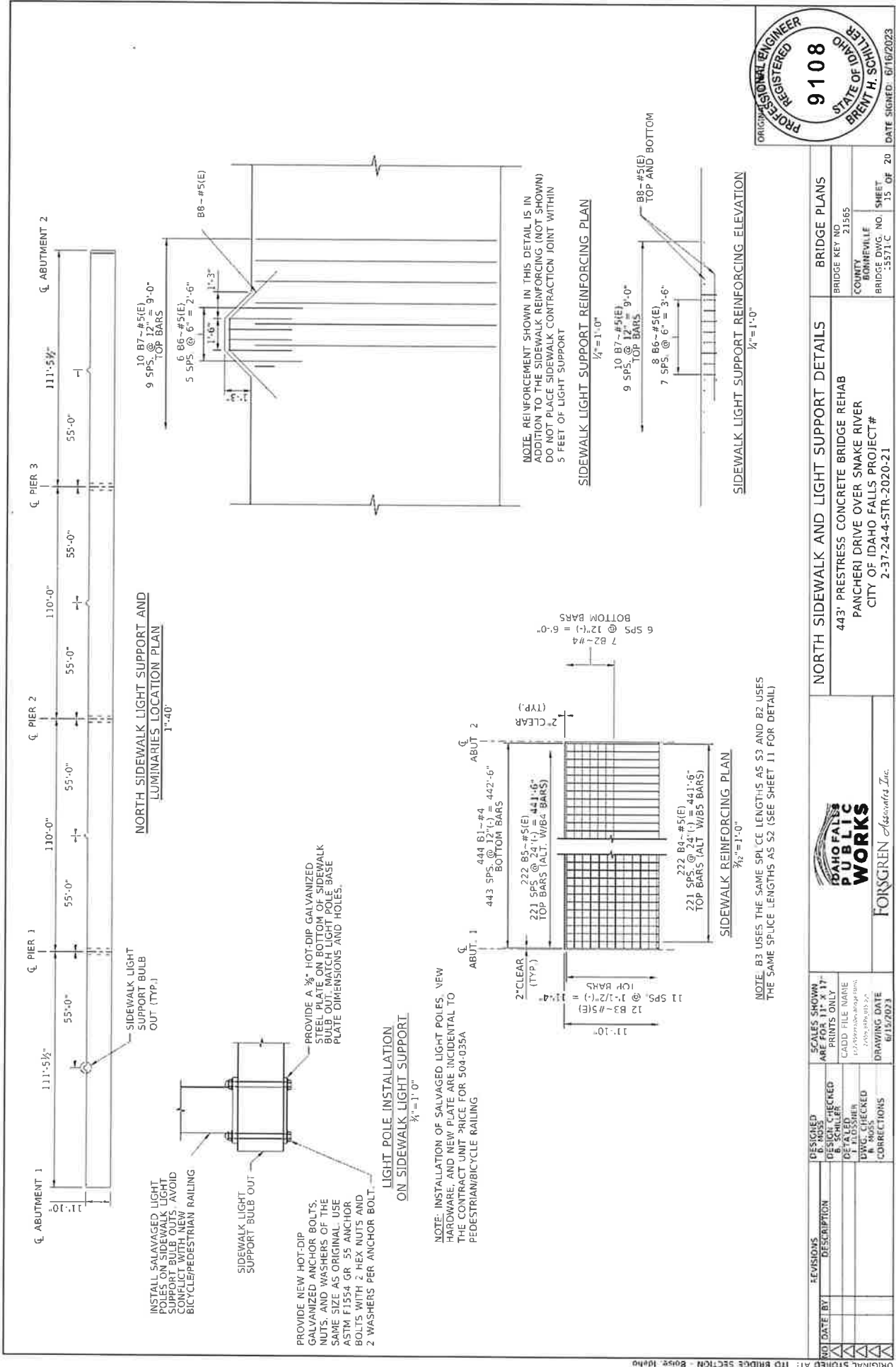
**IDAHO FALLS
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WORKS**

CONCRETE REPAIR DETAILS (2 OF 2)

443' PRESTRESS CONCRETE BRIDGE REHAB
 PANCHERI DRIVE OVER SNAKE RIVER
 CITY OF IDAHO FALLS PROJECT #
 2-37-24-4-5TR-2020-21

BRIDGE PLANS	
BRIDGE KEY NO.	21565
COUNTY	BONNEVILLE
BRIDGE DWG. NO.	SHEET
-5571-C	14 OF 20





ORIGINAL STORED AT: ITO BRIDGE SECTION - Boise, Idaho

DESIGNED BY: B. SCHILLER
CHECKED BY: B. SCHILLER
DATE: 11/11/2023

DESIGNED BY: B. SCHILLER
CHECKED BY: B. SCHILLER
DATE: 11/11/2023

DESIGNED BY: B. SCHILLER
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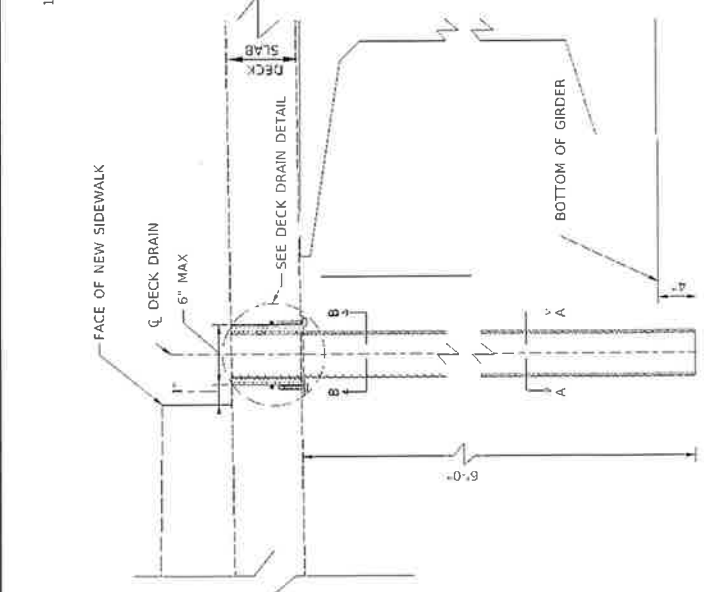
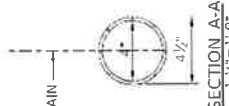
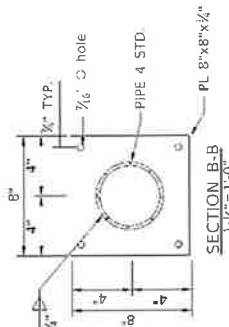
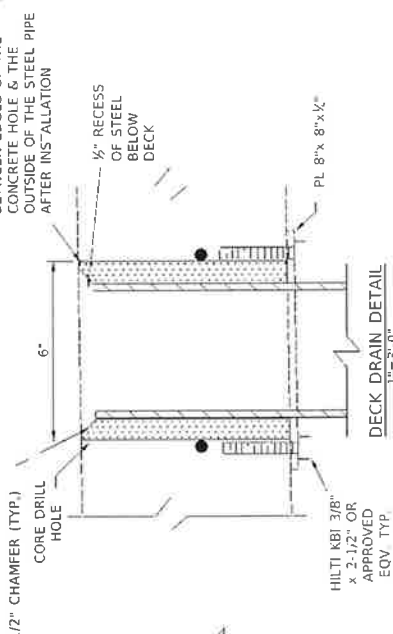
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CHECKED BY: B. SCHILLER
DATE: 11/11/2023

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DATE: 11/11/2023

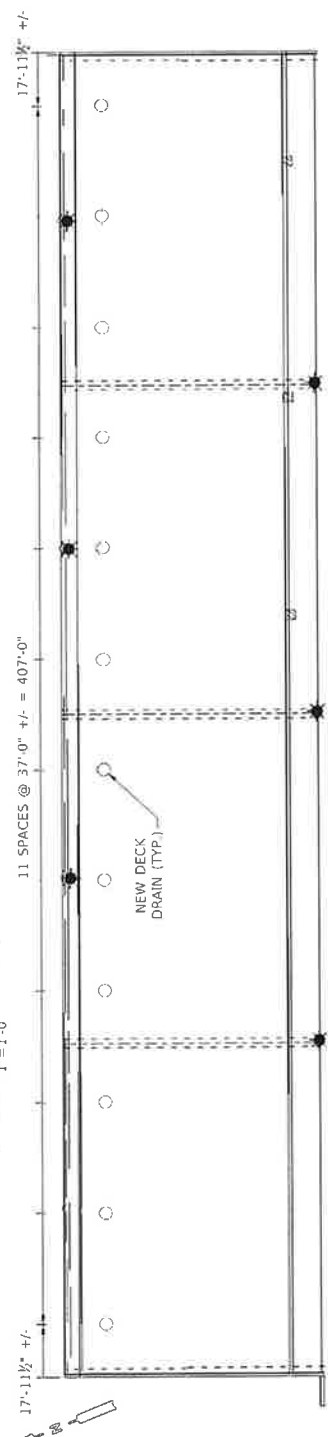
DRAIN NOTES

- 1 HOT DIP GALVANIZE DRAIN ASSEMBLY AFTER FABRICATION IN ACCORDANCE WITH ASTM A123
- 2 SEAL WELD ALL SEAMS NOT SHOWN WELDED.
- 3 GRIND SMOOTH SEAMS ON TOP OF THE DRAIN PLATE TO ENSURE A FLUSH FIT TO BOTTOM OF DECK.
- 4 PROVIDE STRUCTURAL STEEL TUBING THAT CONFORM WITH ASTM A709 GRADE 36, OR A501.
- 5 USE GROUT TYPE B IN ACCORDANCE WITH SECTION 705 OF THE STANDARD SPECIFICATIONS. DO NOT ADD GRAVEL TO THE GROUT.
- 7 FOR DRAIN LOCATIONS, SEE LAYOUT THIS SHEET.
- 8 USE APPROVED METHOD TO LOCATE EXISTING REBAR, RETAIN AND PROTECT THE EXISTING REBAR WHEN CORING A HOLE FOR THE NEW DRAIN.
- 9 THE UNIT COST ASSOCIATED WITH THE DECK DRAIN INCLUDING LOCATING REBAR, CORE DRILLING, ANCHOR BOLTS AND INSTALLATION, GROUT, AND ALL OTHER WORK AND MATERIALS NEEDED FOR A COMPLETE INSTALLATION ARE INCLUDED UNDER BID ITEM 5503-20A.

GROUT ENTIRE DEPTH BETWEEN EDGES OF THE CONCRETE HOLE & THE OUTSIDE OF THE STEEL PIPE AFTER INSTALLATION



DECK DRAIN ELEVATION
1"=1'-0"



DECK DRAIN LAYOUT
1"=40'

ORIGINAL ENGINEER
REGISTERED
9108
STATE OF IDAHO
BRENT H. SCHILLER

BRIDGE KEY NO.	21565
COUNTY	BONNEVILLE
BRIDGE DWG. NO.	5573-C
SHEET	16 OF 20

DECK DRAIN DETAILS
443' PRESTRESS CONCRETE BRIDGE REHAB
PANCHERI DRIVE OVER SNAKE RIVER
CITY OF IDAHO FALLS PROJECT #
2-37-24-4-STR-2020-21

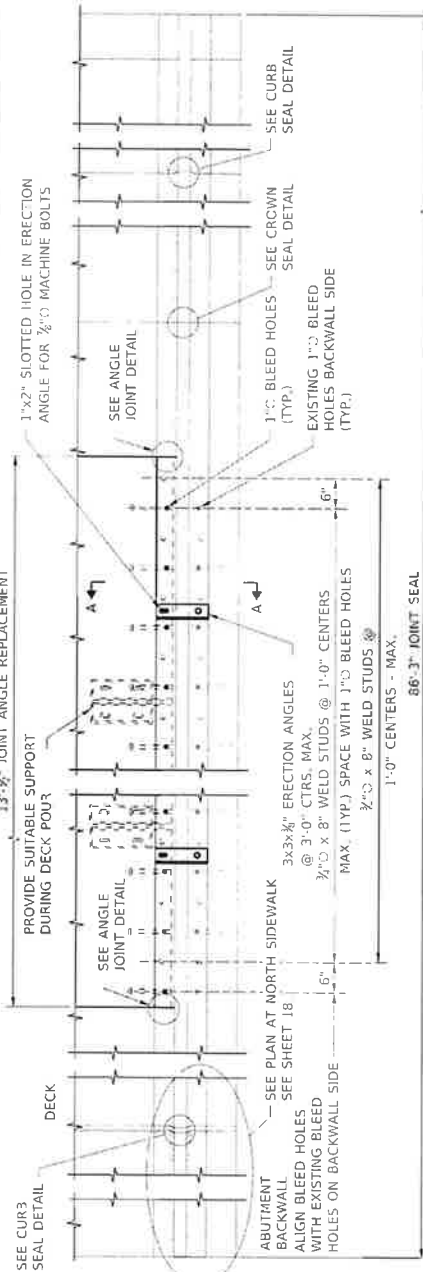
IDAHO FALLS
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FONGREN Associates Inc.

DESIGNED	B. MOSS
CHECKED	B. SCHILLER
DATE	06/15/2023

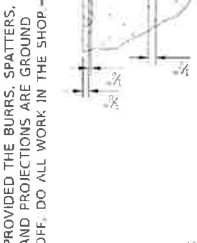
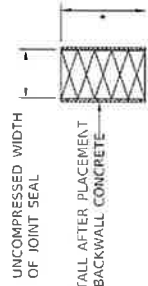
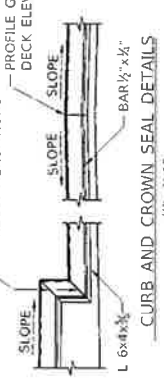
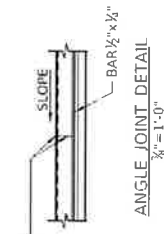
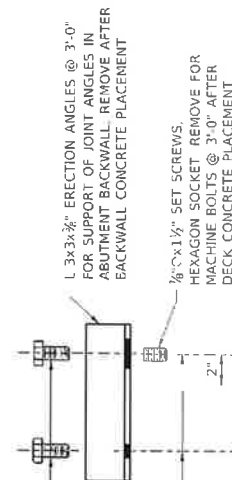
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CHECKED	B. SCHILLER
DATE	06/15/2023

DESIGNED	B. MOSS
CHECKED	B. SCHILLER
DATE	06/15/2023

DESIGNED	B. MOSS
CHECKED	B. SCHILLER
DATE	06/15/2023



7/8" x 1 3/4" MACHINE BOLTS FOR SUPPORT OF ERECTION ANGLES @ 3'-0". BOLTS AND ANGLES TO BE PLACED AFTER DECK CONCRETE PLACEMENT. REMOVE IMMEDIATELY AFTER BACKWALL CONCRETE PLACEMENT.



JOINT SEAL DETAIL
1 1/2" = 1'-0"

DETAIL A
1 1/2" = 1'-0"

APPROXIMATE STEEL WEIGHT 48 LB/FT.

RECOMMENDED MANUFACTURES OF THE SHOWN JOINT ASSEMBLY			
LOCATION	MANUFACTURER	STYLE	SEAL SIZE - INCHES WIDTH HEIGHT
	WATSON BOWMAN ACME	JEENE 65W	2.5 4 125
	D S BROWN	J-250	2.5 3.75

OR APPROVED EQUAL

COMPRESSION SEAL EXPANSION JOINT (1 OF 2)
443' PRESTRESS CONCRETE BRIDGE REHAB
PANCHERI DRIVE OVER SNAKE RIVER
CITY OF IDAHO FALLS PROJECT #
2-37-24-4-2020-21



FORSGREN Associates, Inc.

NO.	DATE	BY	DESCRIPTION
1			DESIGNED
2			DESIGN CHECKED
3			DETAILS
4			DWG. CHECKED
5			CORRECTIONS

NO.	DATE	BY	DESCRIPTION
1			DESIGNED
2			DESIGN CHECKED
3			DETAILS
4			DWG. CHECKED
5			CORRECTIONS

BRIDGE KEY NO.	BRIDGE NO.
21565	
COUNTY	CITY
BONNEVILLE	IDAHO FALLS
BRIDGE NO.	SHEET
5571 C	17 OF 20

REGISTERED PROFESSIONAL ENGINEER
9108
STATE OF IDAHO
BRENT H. SCHILLER
DATE SIGNED: 6/16/2023

NOTES:

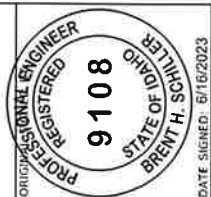
1. PROVIDE STRUCTURAL STEEL THAT CONFORMS WITH ASTM A709 GRADE 36, AND GALVANIZE IN ACCORDANCE WITH ASTM A123.
2. INSTALL THE TOP OF THE JOINT ANGLE PARALLEL TO THE PROFILE GRADE.
3. PROVIDE JOINT ANGLES WITH A MINIMUM THICKNESS OF 5/8".
4. PROVIDE SUITABLE SUPPORT DURING DECK POUR AND INCLUDE SUPPORT SYSTEM DETAILS ON SHOP PLANS.
5. DIMENSIONS MARKED ARE PER MANUFACTURER'S RECOMMENDATIONS. FIELD VERIFY DEPTH OF SEAL.
6. ADJUST THE EXPANSION JOINT B 1/2" FOR EVERY 10°F CHANGE IN TEMPERATURE FROM THE MEDIAN TEMPERATURE OF 60°F AT THE TIME OF INSTALLATION OF THE JOINT.

JOINT WIDTH B = @60°F = 0-2 1/4"

7. JOINT SEAL WILL BE CONTINUOUS
8. WHEN THE JOINT ANGLES EXCEED 60" IN LENGTH, A MAXIMUM OF TWO FIELD SPLICES WILL BE PERMITTED. DO NOT LOCATE THE FIELD SPLICE IN THE WHEEL PATH, AND SHOW THE LOCATION ON THE SHOP DRAWINGS.
9. INSTALL THE SEAL AS PER MANUFACTURER'S RECOMMENDATIONS USING AN ADHESIVE LUBRICANT. PROVIDE ADHESIVE LUBRICANT THAT CONFORMS WITH ASTM D4070.
10. PROVIDE PERFORMED EXPANSION JOINT SEAL THAT CONFORMS WITH AASHTO M297.
11. SUBMIT SHOP DRAWINGS TO THE ENGINEER ELECTRONICALLY IN PDF FORMAT IN ACCORDANCE WITH SECTION 504 AND INCLUDE COMPLETE DIMENSIONS AND DETAILS OF REMOVAL, FABRICATION, AND INSTALLATION. CLEARLY SPECIFY MATERIALS BEING USED. FURNISH THE ENGINEER ELECTRONIC AS-BUILT SHOP DRAWINGS IN PDF FORMAT BEFORE PROJECT COMPLETION, INCLUDING ALL COMPONENTS AND SUBASSEMBLIES, BY ONE MANUFACTURER.
12. EXISTING HOLES FOR ERECTION ANGLES MAY REQUIRE CLEANOUT. IF EXISTING HOLES FOR ERECTION ANGLES ARE UNSUITABLE THEN PROVIDE ALTERNATE METHOD FOR SUPPORTING REPLACEMENT ANGLE DURING INSTALLATION OF JOINT ANGLE.
13. EXPANSION JOINT REMOVAL SHALL BE PAID FOR UNDER BID ITEM 569-003A. COMPRESSION SEAL FOR EXPANSION JOINT SHALL BE PAID FOR UNDER BID ITEM 566-003A.

BEVEL MAY BE FLAME CUT PROVIDED THE BURRS, SPATTERS, AND PROJECTIONS ARE GRIND OFF. DO ALL WORK IN THE SHOP.

1. RAILING SHALL BE FABRICATED FROM ASTM A-500 GRADE B OR ASTM A-501 STEEL, PLATES AND SLEEVES TO BE ASTM A-36 STEEL.
2. ANCHOR BOLTS, NUTS AND WASHERS SHALL CONFORM WITH ASTM A-307
3. THE RAILING SHALL BE FABRICATED IN PLANT EXPERIENCED IN PRODUCING RAILINGS AND ARCHITECTURAL METAL WORK AND SHALL BE ERCTED BY SKILLED WORKMEN EXPERIENCED IN THIS TYPE OF WORK.
4. THE FABRICATION AND ERECTION OF THE RAILING SHALL CONFORM TO THE REQUIREMENTS OF THE AASHTO SPECIFICATIONS FOR HIGHWAY BRIDGES AND ITD STANDARD SPECIFICATIONS.
5. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER IN ACCORDANCE WITH SECTION 504 SHOWING COMPLETE DIMENSIONS AND DETAILS OF FABRICATION INCLUDING AN ERECTION DIAGRAM. MATERIALS BEING USED SHALL BE CLEARLY SPECIFIED ON THE SHOP DRAWINGS. BEFORE PROJECT COMPLETION, THE CONTRACTOR SHALL FURNISH THE ENGINEER A PDF COPY OF THE APPROVED SHOP DRAWINGS.
6. ALL POSTS SHALL BE PLUMB.
7. ALL WELDED AREAS SHALL BE THOROUGHLY CLEANED PRIOR TO PAINTING TO REMOVE ALL SLAG OR OTHER MATERIAL THAT WOULD INTERFERE WITH THE ADHERENCE OF THE PAINT. THE RAILING SURFACES SHALL BE FREE OF FINS, ABRASIONS, ROUGH OR SHARP EDGES OR OTHER SURFACE DEFECTS
8. ANCHOR BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-153
9. ALL ENDS TO TUBE SECTIONS AT SPLICES SHALL BE SAWED OR MILLED. CUT ENDS SHALL BE TRUE, SMOOTH AND FREE FROM BURRS OR RAGGED EDGES.
10. ALTERNATE SPLICE DETAILS MAY BE SUBMITTED FOR APPROVAL ON THE SHOP DRAWINGS.
11. EACH RAIL SECTION SHALL BE ATTACHED TO A MINIMUM OF TWO POSTS, BUT PREFERABLY THREE OR MORE. RAILING SYSTEM SHALL BE CONTINUOUS FROM END TO END, HORIZONTAL RAIL SPLICES FOR EACH END OF RAIL SECTION SHALL BE POSITIONED TO ALIGN VERTICALLY.
12. THE RAILING SYSTEM SHALL BE POWDER COATED BLACK. THE CONTRACTOR SHALL SUBMIT A COLOR SAMPLE FOR APPROVAL.
13. THE POST CAP SHALL BE SECURELY FASTENED TO THE POST BY WELDING, SET SCREWS OR OTHER APPROVED MEANS.
14. SIDEWALKS/BICYCLE RAILING SHALL BE PAID FOR UNDER BID ITEM 504-0354
15. REMOVAL OF EXISTING METAL RAILING SHALL BE PAID FOR UNDER BID ITEM 503-0212. REMOVAL OF BRIDGE PARTIAL



10

ORIGINAL STORED AT: ITO BRIDGE SECTION - Boise, Idaho

Pancheri Bridge Rehab over the Snake River

PROJECT ROW EASEMENT DEED

913167

STATE OF IDAHO

EASEMENT NO. 5944

THIS INDENTURE, made this 16th day of January, 19 96, by and between the STATE OF IDAHO, Department of Lands, P.O. Box 83720, Boise, Idaho 83720-0050, acting by and through the State Board of Land Commissioners, as party of the first part (Grantor), and **CITY OF IDAHO FALLS, Public Works Division**, P.O. Box 50220, Idaho Falls, Idaho 83405 as party of the second part (Grantee);

WITNESSETH: That for and in consideration of the payment of a one-time administrative fee in the amount of THREE HUNDRED AND NO/100ths DOLLARS (\$300.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, the Grantor does hereby grant to the Grantee an easement for the purpose of constructing, using, and maintaining a bridge (Pancheri Drive Bridge) over and across the following described lands situated in BONNEVILLE County, State of Idaho, so much of the following described lands which were below the natural or ordinary high water line on the date the State of Idaho was admitted to the Union with the right to additions thereto and subject to deletions therefrom which have occurred, causing the boundary of the state's ownership to change, to-wit:

A strip of land 91.25 feet wide, being 40.50 feet on the left (north) side and 50.75 feet on the right (south) side of the following described centerline:

Commencing at the center section corner of Section 24, Township 2 North, Range 37 East, Boise Meridian, said corner also being the northwest corner of Government Lot 3; thence South $0^{\circ}17'44''$ East, 703.21 feet to a point on the centerline of Pancheri Drive; thence South $53^{\circ}10'34''$ East, 1,484.24 feet along said centerline to a point on the natural and ordinary high water line on the right (west) bank of the Snake River, said point being the REAL POINT OF BEGINNING; thence continuing South $53^{\circ}10'34''$ East, 442.92 feet to a point on the natural and ordinary high water line on the left (east) bank of the Snake River, said point being the terminus of said easement, the above described area containing 0.93 of an acre, more or less.

It is understood and agreed that the bridge is to be constructed and maintained in such a manner that will not obstruct or hinder or affect navigation, recreation, or other authorized and customary use of the Snake River. The State Board of Land Commissioners reserves the right to terminate this easement for failure to construct and maintain the bridge cable as herein provided, upon thirty (30) days written notice to the Grantee.

Subject to the following terms:

It is understood and agreed that this easement authorizes use of this bridge only on the lands lying below and between the ordinary high water marks of the Snake River.

The Grantee shall comply with all state laws and with all rules and regulations of the State Board of Land Commissioners pertaining to watershed protection and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code.

The Grantee shall indemnify and hold harmless the State of Idaho and its representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this easement.

Upon termination or abandonment, the Grantee shall have twelve (12) months from the date of receipt of the final notice to remove all facilities or improvements.

This easement is issued by the authority of the Rules for Easements on Submerged Lands and Formerly Submerged Lands (IDAPA 20.03.09) dated September 9, 1992.

If the easement is not used for the specified purpose for any five (5) year period, the Grantor may declare, in writing, such easement forfeited and the use of the lands shall revert to the Grantor or to the record owner of the lands.

If the easement is not used for the specified purpose within five (5) years from the date the easement is issued, then in such event the said lands so granted shall automatically revert to the Grantor without any further action required by Grantor.

If the bridge for which such easement has been granted is not completed within five (5) years after the date of issuance of this easement, the Grantor shall have the right to declare such easement forfeited.

The Grantee of right-of-way agrees to indemnify the Grantor against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq or the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the Grantee's activity on the right-of-way), or resulting from the activity of the Grantee on the right-of-way. This agreement applies without regard to whether a release is caused by the Grantee or its agent.

Subject to State of Idaho Easement No. 4120 issued on April 16, 1970 to City of Idaho Falls for a bridge.

Also subject to State of Idaho Stream Alteration Permit No. 01-S-173 issued to the City of Idaho Falls for a bridge.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Department of Lands.

STATE BOARD OF LAND COMMISSIONERS


Governor of the State of Idaho and President
of the State Board of Land Commissioners

COUNTERSIGNED:


Secretary of State




Director, Department of Lands

38 JUN 22 PM 3 07

BONNEVILLE COUNTY
RECORDER

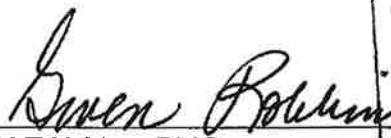
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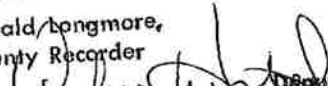
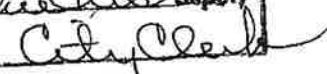
STATE OF IDAHO)
(ss.
County of)

On this 16 day of Jan, 1994, before me, a Notary Public in and for said State, personally appeared **PHILIP E. BATT**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **PETE T. CENARRUSA**, known to me to be the Secretary of State of the State of Idaho; and **STANLEY F. HAMILTON**, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.




NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission expires 9/8/2001

INSTRUMENT NO.	1-22-96
DATE	9-13-96
INST. CODE	1136-43
EICHE NO.	1200
STATE OF IDAHO COUNTY OF BONNEVILLE	ss
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	
Request of	

14 13
23 24
S 00°12'04" E
2641.38'

SECTION TIE BASED ON CITY OF IDAHO FALLS
NOT TO SCALE

T. 2 N., R. 37 E., B.M.
IDAHO FALLS, IDAHO

2640.73'
N 88°29'56" E
CENTER OF SECTION 24
23 24

N 00°17'44" W
703.21'

2560.45'

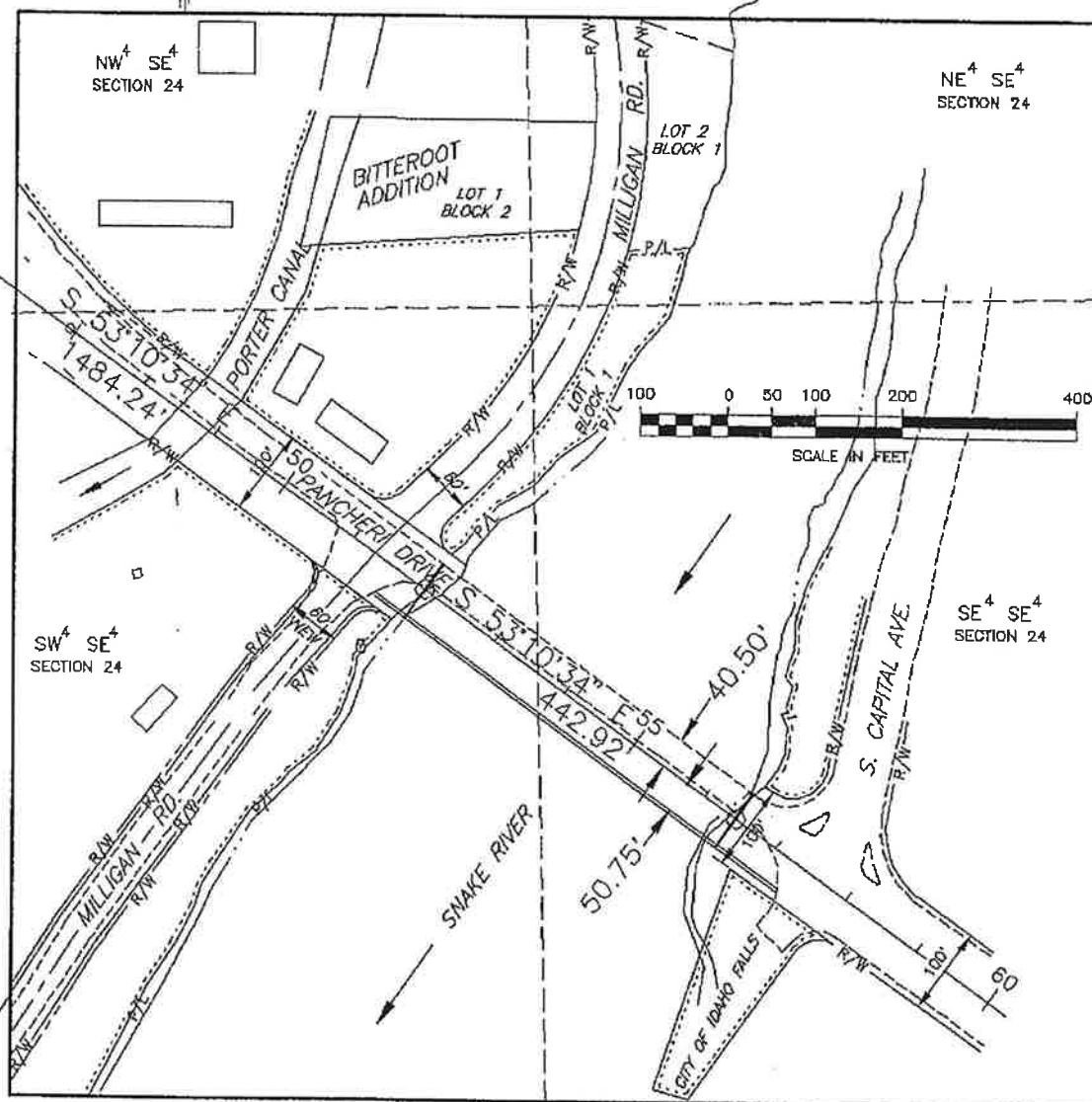
N 00°17'44" W

24 25

2623.32'
N 89°25'52" E

N 00°17'44" W

24 19
25 30



IDAHO
TRANSPORTATION
DEPARTMENT



BOISE, IDAHO

FEDERAL AID PROJECT NO.

STP-M-7406(007)

REGION 10

IDAHO

BRIDGE LOCATION MAP

PANCHERI DRIVE
SNAKE RIVER BRIDGE

FORM CATALOG NUMBER

COUNTY BONNEVILLE

KEY NUMBER
3588

SHEET OF

PANCHERI DR BRIDGE OVER SNAKE RIVER REHAB TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR BRIDGE RELATED ITEMS

Utilize the 2023 Idaho Transportation Department Standard Specifications for Highway Construction for bid items and work shown on the bridge plans unless noted otherwise. The following special provisions and all addenda issued supplement or modify the 2023 Idaho Transportation Department Standard Specifications for Highway Construction: 2020 Quality Assurance (QA) Manual (10/19), 2022 QA Manual Buy America Supplemental (11/10/22), 2020 Quality Assurance Special Provision for State Acceptance (10/21/2019), and April 2023 Standard Drawings.

CLEANING OF ROAD SURFACE

The Contractor will clean and clear the road surface prior to being used by public traffic. The Contractor will conduct additional debris removal and cleaning of the road surface using brooms and other equipment as directed by the Engineer. Road surface cleaning and clearing of any debris is incidental to item 580-005A Removal of Asphalt Overlay.

ENVIRONMENTAL ASBESTOS REQUIREMENTS

This demolition project contains structures with a *potential* for asbestos containing material. Comply with the following:

- National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations 40 CFR 61
- Toxic Substances Control Act – Asbestos 40 CFR 763
- Asbestos Hazard Emergency Response Act (AHERA)
- Relevant OSHA Standards

The Department considers the Contractor responsible for any time delays, fines, costs to mitigate damages, and penalties against the State for regulatory non-compliance.

The Bridges were sampled and tested for asbestos containing materials. Asbestos was ***not*** identified in the samples submitted for analysis. However, the work involves drilling into existing concrete and other work with the potential to disturb parts of the structure. Refer to the asbestos inspection report available from the Engineer for more information.

For all structures being demolished regardless of asbestos content, and structures being renovated that **exceed** the threshold quantities of asbestos as defined in NESHAP 40 CFR 61.145, comply with the requirements for asbestos containing materials in all of the above listed regulations and standards.

The contractor is to provide a competent person during demolition of the bridge. Competent person means, in addition to the definition in 29 CFR 1926.32 (f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f); in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR part 763) for supervisor, or its equivalent

and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92 (a)(2)(ii).

The threshold quantities defined in NESHAP 40 CFR 61.145 for renovations as of November 18, 2016 are:

- Greater than or equal to 260 linear feet on pipes,
- Greater than or equal to 160 square feet on other facility components or,
- Greater than or equal to 35 cubic feet of “off facility” components within the area of disturbance or adjacent storage areas.

Complete a Notification of Demolition/Renovation in writing and submit to the EPA at least 10 days prior to the start of demolition/renovation operations, as outlined in NESHAP 40 CFR 61.145. Use of the following form is recommended.

http://www.epa.gov/region10/pdf/asbestos/demolition-renovation-notification-form_fillable.pdf

Submit a copy of the notification to the Engineer for concurrence prior to the EPA submittal. Allow 10 working days for Engineer concurrence. Upon concurrence, submit notification to the EPA Region 10 office.

Asbestos NESHAP Coordinator
U.S. Environmental Protection Agency
Region 10 Office of Compliance and Enforcement (OCE-101)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101

The Department considers completing the NESHAP sampling, testing, submitting the EPA notification and any other required submittals as incidental and the costs included in the contract unit price for the 582-010A Patch and Repair of Concrete Deck bid item.

If during the monitoring asbestos is found, the Contractor will adhere to the standard Specifications 203.03.E. Removal and Disposal of Asbestos. If asbestos is present, the Department considered removal and disposal incidental to the 582-010A Patch and Repair of Concrete Deck bid item.

ON PAGE 39, SUBSECTION 105.07 – UTILITY FACILITIES

01/18

Add the following to the end of the subsection:

Intermountain Gas Company
Candy Elliott
Sr. Field Operations Coordinator
Office: 208-542-6632
Cell: 208-351-3822
Candy.elliott@intgas.com

No work is anticipated with the gas line.

City of Idaho Falls Water
David Richards
Idaho Falls Water Superintendent

Office: 208-612-8472
drichards@idahofallsidaho.gov

City of Idaho Falls Power
John Morgan
Idaho Falls Power
(208) 612-8336
(208) 709-3720

No work is anticipated with the City's water line or power.

Request locates of buried utility facilities by contacting the Utility One-Call Center by calling 1-800-342-1585, e-mailing digline@digline.com or faxing 1-800-342-1586.

Retain and protect all utilities located within the project limits unless noted otherwise.

ON PAGE 123, SUBSECTION 203.01 – DESCRIPTION

Add the following after the last sentence:

Partial bridge removal shall consist of:

- A. Removal of abandoned gas line.
- B. Removal of deck overlay.
- C. Removal of north sidewalk & railing.
- D. Removal and salvage of light poles on the north sidewalk for reinstallation on new north sidewalk light support bulb-outs.
- E. Removal of portions of the deck as shown on the plans.
- F. Removal of end, intermediate, and pier diaphragms as shown on the plans.
- G. Removal of girder end concrete as shown on the plans.
- H. Removal of Girder 9 on all spans as shown on the plans.
- I. All other removals as shown on the plans or as needed to perform the work shown in the plans.

ON PAGE 125, SUBSECTION 203.03 – CONSTRUCTION REQUIREMENTS

Add the following after subsection F:

- G. Partial Bridge Removal. All methods and equipment shall be approved by the Engineer prior to beginning of the removal of the existing concrete. Retain and protect the prestressed girders, diaphragms, deck, and all other portions of the bridge to remain in place.

Exercise care during removal operations to prevent damage to areas of concrete outside of the removal area by initially surface scoring the concrete as shown on the plans and per Section 203.03. Scoring of concrete shall be accomplished with a dry concrete saw. Scoring depth shall be ½ inch unless shown or noted otherwise on the plans or in the specifications. Exercise care to prevent damage to the existing reinforcement to remain in place.

Perform concrete removal by mechanical means using a 15-pound maximum nominal rated jackhammer operated at an angle of 45° or less from horizontal, or by the use of hand tools unless noted otherwise in the plans or specifications. Retain and protect all reinforcing steel within the removal limits. Replace any exposed reinforcement that is damaged, broken, or has lost more than 25 percent of its section. Replacement or supplemental steel shall be properly embedded or spliced in accordance to AASHTO requirements as directed by the Engineer. Remove, form, and replace any concrete over-break or other damage outside the limits designated on the plans at the Contractor's expense as directed.

Hydrodemolition may be used to perform concrete removal in lieu of mechanical removal at the contractor's option. Perform hydrodemolition in accordance with Section 632. Do not use larger than a 15-pound nominal rated jackhammer operated at an angle of 45° or less from horizontal if mechanical removal is required in areas inaccessible to hydrodemolition.

All material removed from the bridge shall be kept from falling to the ground or water below. Debris containment systems may consist of any horizontal or vertical system that will prevent debris or construction equipment from falling to the ground or water below. Debris containment system shall not interfere with traffic on the roadway above. Any debris containment system used shall be considered incidental to the Removal of Bridge-Partial Item.

Material removed shall become the property of the Contractor and shall be removed from the site by the Contractor.

S501-55A - BRIDGE BEARINGS

Description. This work shall consist of removing existing bridge bearing assemblies and furnishing and installing steel plates, threaded rods, adhesive for threaded rods, and grout leveling pads at abutment locations as shown on the plans.

Removal of bridge bearings shall consist of:

1. Removal of bridge bearing assemblies at Girders 10, 11, and 12 after jacking of the girders as shown on the plans.
2. Removal of bridge bearing assemblies at Girder 9 as shown on the plans.

Installation of bridge bearings shall consist of:

1. Installation of bridge bearing assemblies at Girders 10, 11, and 12 as shown on the plans.
2. Installation of bridge bearing assemblies at Girder 9 as shown on the plans.

Materials. Provide Steel plates as specified in 504. Provide anchor bolts in accordance with ASTM F1554 Grade 36, or a higher grade. All steel and hardware shall be hot dip galvanized and meet the requirements of Section 504 and 708. Provide Grout Type B in accordance with 705.

Construction Requirements. All methods and equipment shall be approved by the Engineer prior to beginning of the removal of the existing bridge bearing assemblies. Retain and protect the prestressed girders, diaphragms, and all other portions of the bridge to remain in place.

Exercise care during removal operations to prevent damage to areas of concrete outside of the removal area as shown on the plans and per Section 203.

Fabricate and furnish bearing plates and threaded rods as specified in Section 504 and as shown on the plans. Installation of threaded rods and adhesive for threaded rods shall be in accordance with manufacturers requirements and per plan notes and details.

Fabricate and furnish elastomeric bearing pads as specified in Section 507 and as shown on the plans.

Provide grout leveling pad per Section 705 and as shown on the plans.

Prevent debris from entering the river.

Take ownership and dispose of removed material.

Method of Measurement. The Engineer will measure acceptably completed work by the each. A quantity of 1 each includes the removal of existing bearings, furnishing of materials, and installation of bearings at a single bearing location.

Basis of Payment. The Department will pay for the accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
Bridge Bearings	EA
Superstructure Jacking is paid under 583.	
Reinforced elastomeric bearing pads are paid under 507.	

File #: 24-104

City Council Meeting

FROM: Wade Sanner, Director
DATE: Wednesday, January 10, 2024
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Stone Creek Estates Division No. 4.

Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Stone Creek Estates Division No. 4 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Stone Creek Estates Division No. 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 Stone Creek Estates Division No. 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 Stone Creek Estates Division No. 4. The Planning and Zoning Commission considered this item at its 15 February 2022 meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council. Work on site design issues resulted in delay. The plat was taken back to the Planning and Zoning Commission on 7 February 2023 to be reviewed. At that time the Planning and Zoning Commission again voted unanimously to recommend approval of the extension to the Mayor and City Council as presented. Staff concurs with these recommendations.

Alignment with City & Department Planning Objectives



A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, Engineering, and Survey Divisions.








Fiscal Impact

NA

















Legal Review

This application has been reviewed by the Legal Department and is consistent with applicable law.

Legend

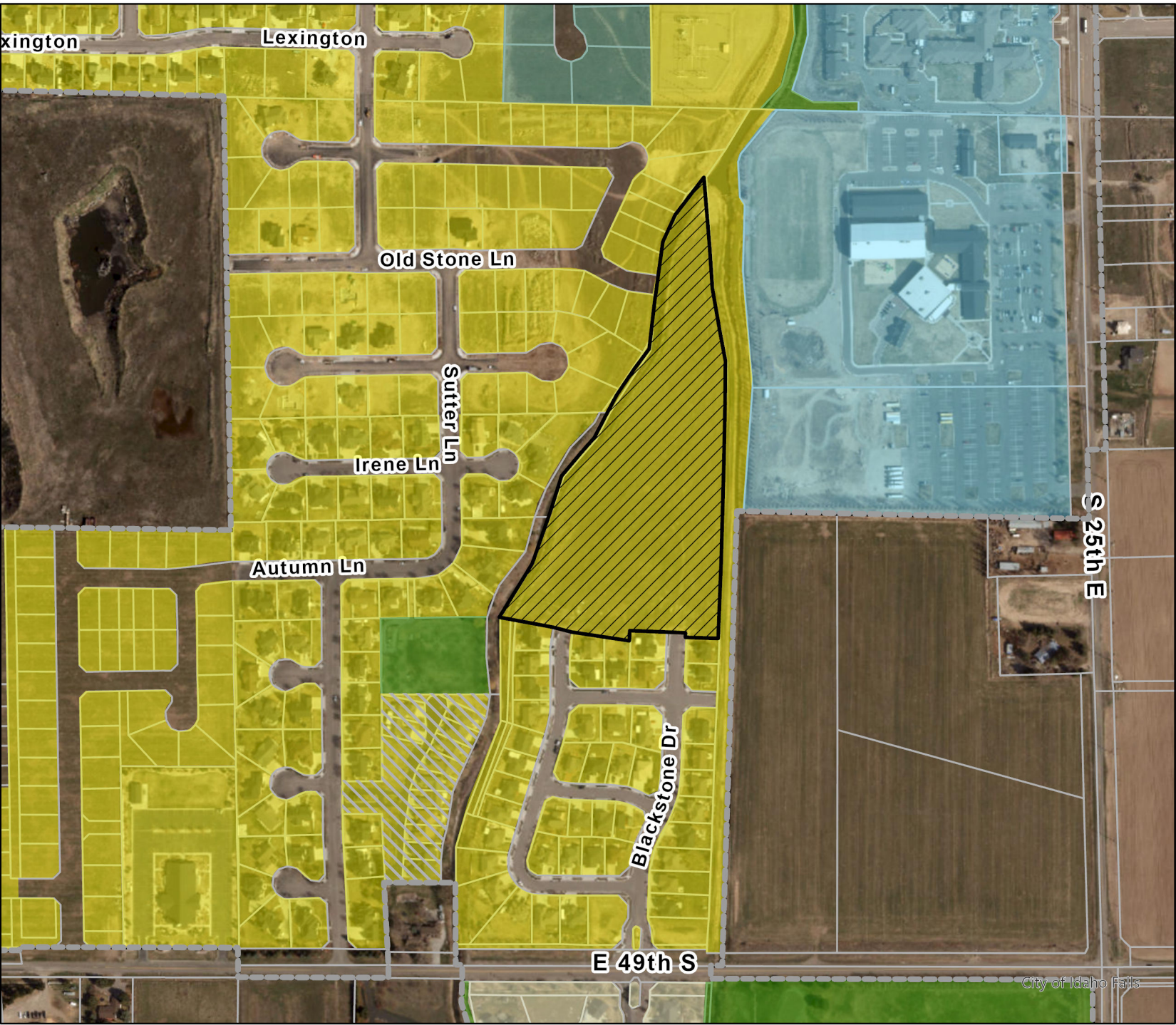
-  PLAT21-039
-  City Limit
- Overlays**
-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2

Zoning

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



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





STONE CREEK ESTATES

DIVISION NO. 4

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE 1/4 OF SECTION 33, T2N R38E, B.M.

NARRATIVE

This survey was commissioned by Fall Creek Homes for the purpose of Subdividing their property (Warranty Deed 1488752) into single family home lots. Stone Creek Estates, Divisions No. 1, 2, and 3 were recorded in the early to mid 2000's. The Preliminary Plat for Division No. 4 was also approved during this time by the city, but said approval has now expired. A gap did exist between Warranty Deed Instrument No. 1488752 and Brookside Divisions No. 6 & 7 which was created out of Warranty Deed Instrument No. 1567643. Said deed calls to the centerline of Sand Creek (aka Little Sand Creek). Brookside Divisions 6 & 7 follow the high water mark or West bank. A Quitclaim deed was created to correct this gap and is recorded as Instrument No. 1728846. Monuments were found along divisions 6 & 7 as well as aluminum cap monuments stamped "P.L.S. 15571 W/C" were found as noted on this plat. The Division No. 7 recorded plat does not show the witness corners found in the field and shown on this plat, but are shown on Record of Survey Instrument No. 1730652. Another gap along the East boundary was created by warranty deed book 64 page 51 and Instrument No 456968. Both deeds add up to be 160 Rods. Warranty deed Instrument No 710983 then appears to be based on a survey which left a gap between this plats East boundary and the centerline of Sand Creek canal. The South boundary of this plat was determined by the aluminum caps in centerline of road as well as the SE corner of Stone Creek Division 1. Extensive field research was performed to locate monuments from Warranty Deed Instrument No. 1488752, but no monuments were found along the East boundary line or along the centerline of Little Sand Creek canal. The boundary for this plat was determined using Warranty Deed Instrument No. 1488752.

OWNER'S DEDICATION

Know all men by these presents: that the undersigned Greater Idaho Falls Land Investments, LLC, a Idaho Limited Liability Company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and have caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as Stone Creek Estates, 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, that OWNER also does hereby grant, convey and forever quitclaim to the City of Idaho Falls Lot 34, Block 2, and Lot 2, Block 7.

OWNER, or its heirs, successors or assigns, agree they will construct no permanent structure within or upon any public 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, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Fall's use thereof, such right of removal may be exercised without prior notice to OWNER or OWNER'S 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, or each lot owner as the case may be, against said OWNER and its heirs 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 seal and signature this _____ day of _____, 202__.

Greater Idaho Falls Land Investments, LLC - a Idaho Limited Liability Company

Bryson K. Higley - Managing Member

ACKNOWLEDGMENT

STATE OF _____)
)
) :SS.
COUNTY OF _____)

On this _____ day of _____, 202__, before me the undersigned, a notary public in and for said state, personally appeared Bryson K. Higley, known or identified to me, to be a managing member of the limited liability company of Greater Idaho Falls Land Investments, 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 _____

Residing at: _____

Commission Expiration 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__.

Greater Idaho Falls Land Investments, LLC - a Idaho Limited Liability Company

Bryson K. Higley - Manager

REFERENCE INSTRUMENT NO'S

Warranty Deed Instrument No. 1488752, Warranty Deed Instrument No. 1567643
Stone Creek Estates, Division No. 1, Instrument No. 1167107
Stone Creek Estates, Division No. 2, Instrument No. 1228107
Stone Creek Estates, Division No. 3, Instrument No. 1264983
Brookside, Division No. 2, Instrument No. 1095365
Brookside, Division No. 3, Instrument No. 1141585
Brookside, Division No. 4, Instrument No. 1164693
Brookside, Division No. 6, Instrument No. 1627924
Brookside, Division No. 7, Instrument No. 1646041

FLOOD PLAIN NOTE

This Subdivision falls outside the 500 year Flood Plain as per FIRM Community Map No. 1600270235D. Dated September April 2, 2002.

IRRIGATION WATER RIGHTS STATEMENT

The property included in this plat has petitioned for and been removed from all future irrigation water rights.

Date: 8/19/2021 Instrument No. 1696913

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 that it complies with I.C. §50-1305.

Date: _____
BONNEVILLE COUNTY SURVEYOR, David Douglas Romrell PLS 12223

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

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: _____

SURVEYOR'S CERTIFICATE

I, Kevin L. Thompson, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as Stone Creek Estates, 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.

_____, P.L.S. 10563

RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat Stone Creek Estates, Division No. 4, was filed in the Office of the Recorder of Bonneville County, Idaho

BONNEVILLE COUNTY RECORDER

SURVEYOR
Kevin L. Thompson, P.L.S.
215 Farnsworth Way
Rigby, ID. 83442
(208) 745-8771

CIVIL ENGINEER
Ryan Loftus, P.E.
10727 N Yellowstone Hwy
Idaho Falls, ID 83401
(208) 542-1911

LAND DEVELOPER
Fall Creek Homes
980-B Pier View Dr
Idaho Falls, ID 83402
(208-522-4505)

CANAL RIGHT-OF-WAY

All canals, as shown hereon, exist within a right-of-way defined by I.C. §42-1102 and must have written permission of the owner or operator of the right-of-way to construct anything within, under, upon or over the area, to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the right-of-way.

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 KENT J. FUGAL, PE 9247 CITY SURVEYOR KENNETH BALDWIN ROBERTS, PLS 9755

BOUNDARY DESCRIPTION

Part of the SE¼ of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 33, said corner monumented with a City of Idaho Falls Brass Cap, recorded as Instrument No. 1725832 in the Bonneville County Clerk's Office;
Thence N89°49'51"W along the South line of said Section 33 a distance of 1203.63 feet, said corner monumented with a 2" Aluminum Cap, said point being the Southeast corner of Stone Creek Estates, Division No. 1, re-recorded as Instrument No. 1167107 in the Bonneville County Clerk's Office;
Thence N02°14'31"E a distance of 996.40 to the Northeast corner of Stone Creek Estates, Division No. 3, recorded as Instrument No. 1264983 in the Bonneville County Clerk's Office, also being the POINT OF BEGINNING;
The next seven (7) calls follow the Northern boundary of said plat:
(1)Thence N88°08'04"W a distance of 100.00 feet; (2)Thence N02°14'31"E a distance of 13.87 feet;
(3)Thence N87°45'29"W a distance of 169.99 feet; (4)Thence S02°14'31"W a distance of 30.96 feet;
(5)Thence N81°21'56"W a distance of 177.80 feet; (6)Thence N75°34'42"W a distance of 60.00 feet;
(7)Thence N79°31'28"W a distance of 164.59 feet to the Northwest corner of said Division No 3, also being on the Easterly line of Brookside, Division No. 2, recorded as Instrument No. 1095365 in the Bonneville County Clerk's Office;
Thence N31°33'13"E (*Plat Record = N31°31'45"E*) along the Easterly line of said Division 2 a distance of 191.21 (*Plat Record = 191.19*) feet;
Thence N19°15'20"E along said Easterly line a distance of 153.12 feet to the Southeast corner of Brookside, Division No. 4, recorded as Instrument No. 1164693 in the Bonneville County Clerk's Office;
Thence continuing N19°15'20"E along the Easterly line of said plat a distance of 130.00 feet;
Thence N40°42'51"E along the Easterly line of said plat a distance of 150.95 feet;
Thence N27°57'43"E along the Easterly line of said plat a distance of 91.84 (*Plat Record = 91.65*) feet to the Northeast corner of said Division 4, also being on the Westerly line of Warranty Deed Instrument No. 1488752;
Thence along the boundary line of said Warranty Deed Instrument No. 1488752 the following nine (9) calls:
(1)Thence N27°57'43"E a distance of 54.56 feet; (2)Thence N34°22'03"E a distance of 168.37 feet;
(3)Thence N08°06'53"E a distance of 326.57 feet; (4)Thence N24°30'43"E a distance of 88.61 feet;
(5)Thence N37°22'03"E a distance of 145.22 feet; (6)Thence S03°48'34"E a distance of 347.85 feet;
(7)Thence S10°42'48"E a distance of 215.65 feet; (8)Thence S01°09'59"W a distance of 491.62 feet;
(9)Thence S02°14'31"W a distance of 346.43 feet to the POINT OF BEGINNING, containing 11.036 acres more or less.

FINAL PLAT

LOCATED IN THE SE 1/4 OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BONNEVILLE, IDAHO

Job Name: Fall Creek Homes, LLC
Job Number: 2021-081
CoGo File: N/A

Drawn By: J.W.T

Checked By: K.L.T

Date: 11/3/2023

Revision No.

Scale: N/A

Sheet 1 Of 3



STONE CREEK ESTATES

DIVISION NO. 4

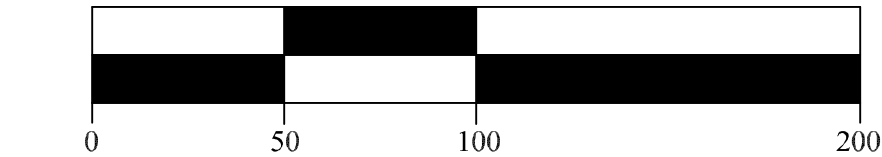
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE 1/4 OF SECTION 33, T2N R38E, B.M.

LINE	BEARING	DISTANCE
L1	N 02°14'31" E	13.87'
L2	S 02°14'31" W	30.96'
L3	N 79°31'28" W	15.07'
L4	N 79°31'28" W	31.83'
L5	N 13°58'01" E	15.13'
L6	N 13°58'01" E	15.13'
L7	S 13°58'01" W	15.13'
L8	N 31°07'07" E	9.12'
L9	N 76°07'07" E	28.28'
L10	N 13°52'53" W	28.28'
L11	N 02°14'31" E	6.53'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	200.00'	61°07'24"	213.36'	N 28°19'11" W	203.39'
C2	230.00'	18°05'05"	72.60'	N 06°48'02" W	72.30'
C3	230.00'	12°08'05"	48.71'	N 21°54'37" W	48.62'
C4	230.00'	14°53'44"	59.79'	N 35°25'32" W	59.63'
C5	230.00'	16°00'30"	64.26'	N 50°52'38" W	64.05'
C6	170.00'	11°56'22"	35.43'	S 03°43'40" E	35.36'
C7	170.00'	49°11'02"	145.93'	S 34°17'22" E	141.49'
C8	300.00'	12°25'21"	65.04'	N 20°37'58" E	64.92'
C9	270.00'	12°25'20"	58.54'	N 20°37'59" E	58.42'
C10	330.00'	10°13'36"	58.90'	N 19°32'06" E	58.82'
C11	330.00'	2°11'44"	12.65'	N 25°44'47" E	12.64'
C12	250.00'	7°07'39"	31.10'	N 23°16'50" E	31.08'
C13	250.00'	5°44'59"	25.09'	N 16°50'31" E	25.08'
C14	220.00'	12°52'38"	49.45'	N 20°24'20" E	49.34'
C15	190.00'	12°52'38"	42.70'	N 20°24'20" E	42.61'
C16	170.00'	17°09'06"	50.89'	N 22°32'34" E	50.70'
C17	200.00'	17°09'06"	59.87'	N 22°32'34" E	59.65'
C18	230.00'	7°40'13"	30.79'	N 17°48'07" E	30.77'
C19	230.00'	9°28'53"	38.06'	N 26°22'40" E	38.02'
C26	300.00'	14°44'44"	77.21'	S 07°02'56" W	76.99'

LEGEND

- Set 5/8" Iron Rod with Aluminum cap stamped "K.L.T. PLS 10563"
- Set 1/2" Iron Rod with plastic cap marked "K.L.T. 10563"
- Set 5/8" Iron Rod with Aluminum cap stamped "K.L.T. PLS 10563 W/C"
- Found 1/2" Iron Rod with cap marked "PLS 2341"
- Found 5/8" Iron Rod with Aluminum Cap "PLS 2341" or as noted
- Found 5/8" Iron Rod with Plastic Cap "P.L.S. 15571" or as noted
- Monument falls in fence post, set MAG nail with washer stamped "Kevin L. Thompson, P.L.S. 10563" in side of post approximately 3' above ground
- Calculated Corner (No Monument Found or Set)
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) unless noted otherwise.
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) and PUBLIC SIDEWALK EASEMENT (P.S.E.)
- Adjacent Property line
- Approximate location of existing canal Right-of-Way, see Canal Right-of-Way Certificate, Sheet 1
- Canal Bank
- Road Centerline
- P.O.B. Point of Beginning
- Ac Acres
- SF Square Feet
- R1 = Record pursuant to Stone Creek Estates, Division No. 1, Recorded as Instrument No. 1167107 on 12th October, 2004.
- R2 = Record pursuant to Brookside, Division No. 2, Recorded as Instrument No. 1095365 on November 20th, 2002.
- R3 = Record pursuant to Brookside, Division No. 4, Recorded as Instrument No. 1164693 on September 15th, 2004.



Graphic Scale
(This Scale Valid only for 18" X 24" Prints)
Scale 1"=50'

FINAL PLAT

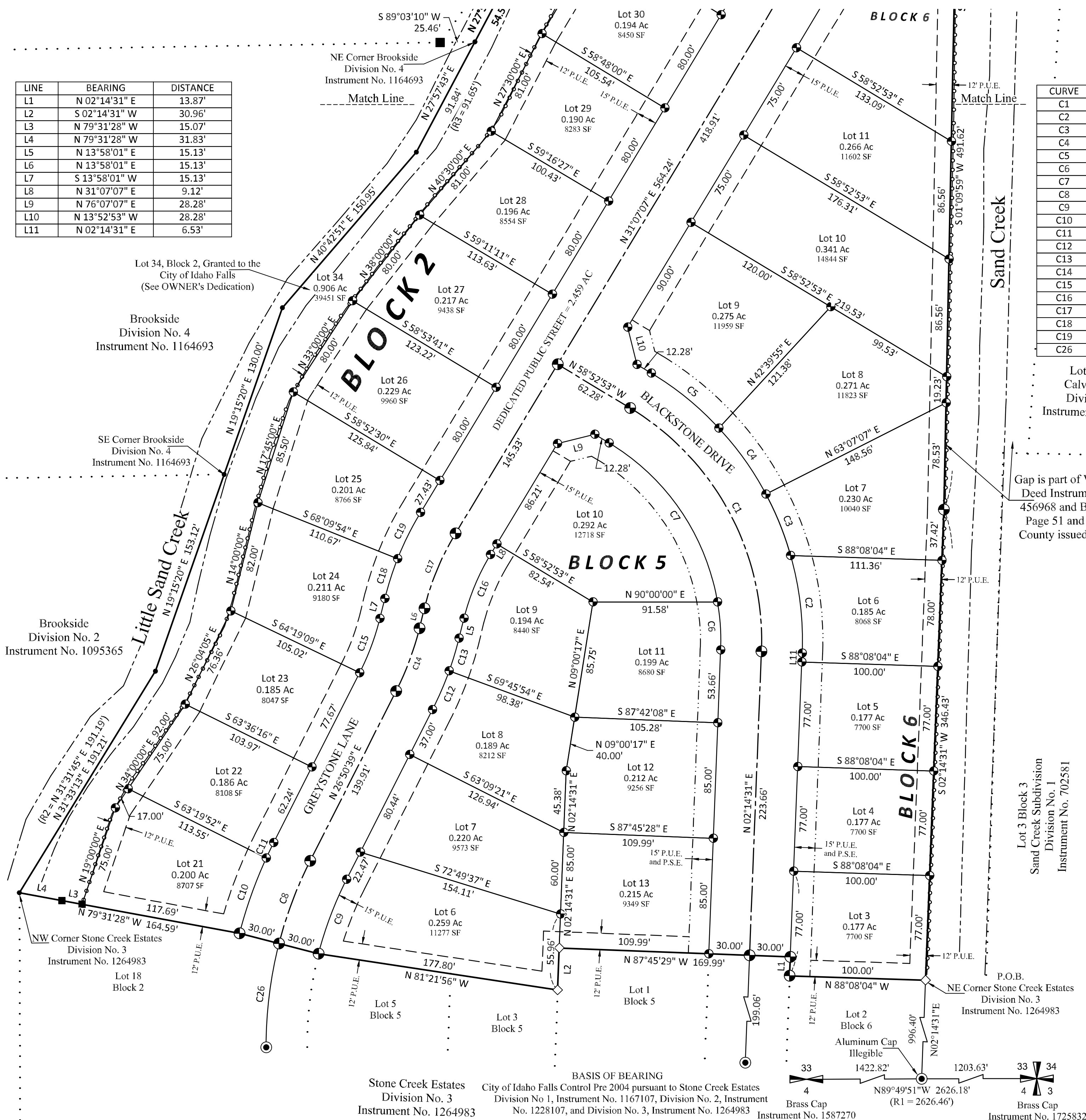
LOCATED IN THE SE 1/4 OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BONNEVILLE, IDAHO

Job Name: Fall Creek Homes, LLC
Job Number: 2021-081
CoGo File: N/A

Drawn By: J.W.T
Checked By: K.L.T
Date: 11/3/2023
Revision No.
Scale: 1" = 50'

THOMPSON
LAND SURVEYING, INC.
215 Farnsworth Way, Rigby, Idaho 83442

Sheet 2 Of 3



STONE CREEK ESTATES

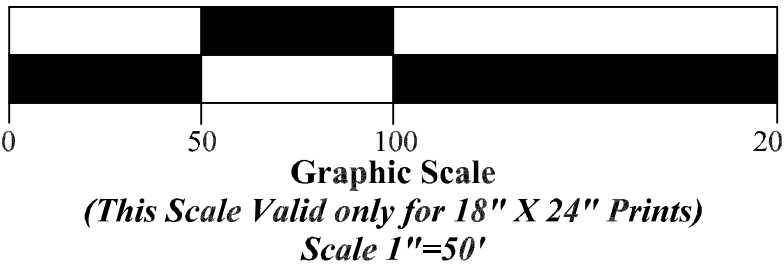
DIVISION NO. 4

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE 1/4 OF SECTION 33, T2N R38E, B.M.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C20	170.00'	17°40'00"	52.42'	N 22°17'07" E	52.21'
C21	230.00'	41°49'55"	167.92'	N 10°12'09" E	164.22'
C22	200.00'	41°49'55"	146.02'	N 10°12'09" E	142.80'
C23	170.00'	24°09'55"	71.70'	N 01°22'09" E	71.17'
C24	50.00'	115°37'11"	100.90'	N 61°37'09" W	84.63'
C25	60.00'	35°05'48"	36.75'	S 78°07'10" W	36.18'

LEGEND

- Set 5/8" Iron Rod with Aluminum cap stamped "K.L.T. PLS 10563"
- Set 1/2" Iron Rod with plastic cap marked "K.L.T. 10563"
- Set 5/8" Iron Rod with Aluminum cap stamped "K.L.T. PLS 10563 W/C"
- Found 1/2" Iron Rod with cap marked "PELS 2341"
- Found 5/8" Iron Rod with Aluminum Cap "PELS 2341" or as noted
- Found 5/8" Iron Rod with Plastic Cap "P.L.S. 15571" or as noted
- Monument falls in fence post, set MAG nail with washer stamped "Kevin L. Thompson, P.L.S. 10563" in side of post approximately 3' above ground
- Calculated Corner (No Monument Found or Set)
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) unless noted otherwise.
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) and PUBLIC SIDEWALK EASEMENT (P.S.E.)
- Adjacent Property line
- Approximate location of existing canal Right-of-Way, see Canal Right-of-Way Certificate, Sheet 1
- Canal Bank
- Road Centerline
- P.O.B. Point of Beginning
- Ac Acres
- SF Square Feet
- R1 = Record pursuant to Stone Creek Estates, Division No. 1, Recorded as Instrument No. 1167107 on 12th October, 2004.
- R2 = Record pursuant to Brookside, Division No. 2, Recorded as Instrument No. 1095365 on November 20th, 2002.
- R3 = Record pursuant to Brookside, Division No. 4, Recorded as Instrument No. 1164693 on September 15th, 2004.
- PLSS Corner Contol



FINAL PLAT

LOCATED IN THE SE 1/4 OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BONNEVILLE, IDAHO

Job Name: Fall Creek Homes, LLC
Job Number: 2021-081
CoGo File: N/A

Drawn By: J.W.T
Checked By: K.L.T
Date: 11/3/2023
Revision No.
Scale: 1" = 50'



Sheet 3 Of 3

Brookside
Division No. 7
Instrument No. 1646041

Lot 2, Block 7, Granted to the
City of Idaho Falls
(See OWNER's Dedication)

Aluminum Cap
P.L.S. 15571
W/C

See Narrative regarding
Brookside Division 7

Aluminum Cap
P.L.S. 15571
W/C

Brookside
Division No. 7
Instrument No. 1646041

Aluminum Cap
P.L.S. 15571

Lot 34, Block 2, Granted to the
City of Idaho Falls
(See OWNER's Dedication)

UNPLATTED City of Idaho
Falls property by QC Deed
Instrument No. 1728846

Brookside
Division No. 6
Instrument No. 1627924

NE Corner Brookside
Division No. 4
Instrument No. 1164693

Match Line

LINE	BEARING	DISTANCE
L12	S 47°31'22" E	23.97'
L13	N 84°19'56" W	10.00'
L14	S 49°25'32" E	33.62'

Gap is part of Warranty
Deed Instrument No.
456968 and Book 64,
Page 51 and has no
County issued Tax ID

Lot 1 Block 1
Calvary Chapel
Division No. 1
Instrument No. 1061835

Lot 2 Block 1
Calvary Chapel
Division No. 2
Instrument No. 1226937

STAFF REPORT
Final Plat
Stone Creek Estates Division No. 4
Janaury 25, 2024



Community
Development
Services

Applicant: Aspen Engineering

Project Manager: Caitlin Long

Location: Generally, north of Riverstone Way, east of Sutter Ln, south of Saratoga Dr, west of S 25th E

Size: 11.036 acres

Total Lots: 34

Buildable Lots: 32

Common Lots: 2

Existing Zoning: R1

North: R1

South: R1

East: R3A, County A-1

West: R1

Existing Land Uses:

Site: Vacant

North: Residential

South: Residential

East: Church

West: Residential

Future Land Use Map:

Suburban

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Preliminary Plat
5. Reasoned Statement

Requested Action: To **approve** the Final Plat for Stone Creek Estates Division No. 4.

Staff Comments: This property was annexed in September 2000. A preliminary plat for Stone Creek Estates was approved in March 2004. An updated Preliminary Plat for Stone Creek Estates Division 4 was approved on February 1, 2022.

This property is zoned R1, Single Dwelling Residential. The plat is the final phase of Stone Creek Estates. The final plat includes 32 buildable lots and 2 canal lots, for future pathways. The plat includes approximately 11.036 acres. Access will come from the continuation of Blackstone Dr and Greystone Ln, both having one main access from E 49th S. Access to the north of the plat is Old Stone Rd that connects to the Brookside Division 7 to the west with a bridge that will need to be built with this Division.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the R1 Zone. Staff **recommends approval** of the final plat of Stone Creek Estates Division 4 to the Mayor and City Council.

10-1-5: GENERAL SUBDIVISION STANDARDS:

(I) Cross Sections:

(1) Final geometric design of street sections shall be approved at the time improvement drawings are submitted for approval by the City. Traffic counts and traffic impact studies, when required, shall be performed by the developer and submitted to the City for review and approval.

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.	X
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.	N/A

Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Blackstone Dr, Greystone Ln, Old Stone Rd – Local Streets
---------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------

Comprehensive Plan Policies:



4. Suburban

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

Zoning Ordinance:

11-3-3 : PURPOSE OF RESIDENTIAL ZONES

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

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

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*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) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

February 15, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Arnold Cantu, George Morrison, Margaret Wimborne, Lindsey Romankiw

MEMBERS ABSENT: None.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, planners Naysha Foster, Caitlin Long Anas Almassrahy and Caitlin Long and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: None.

Business:

1. PLAT 21-039: FINAL PLAT. Stone Creek Estates Division No. 4:

Applicant: Brian Jacobson, 980 Pier View Drive, Idaho Falls, Idaho. Jacobson stated that the preliminary plat was approved February 1, 2022, and nothing has changed since then. Jacobson presented that this is an 11- acre parcel with 32 residential lots. Jacobson stated that Division 4 will be the final division.

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

Wimborne asked if Blackstone and Greystone will be going to 49th and confirmed that there is access into the Brookside Subdivision. Long confirmed that there will be a bridge built to connect to Old Stone Lane.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Stone Creek Estates Division No. 4, Morrison seconded the motion. Denney called for roll call vote: Cantu, yes; Dixon, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.

February 7, 2023

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Margaret Wimborne, Scott Geddes, Dale Storer, Bill Scott, Kristi Brower, Forrest Ihler, Marsha McDaniel, Glen Ogden, Arnold Cantu

MEMBERS ABSENT: None.

ALSO PRESENT: Interim Planning Director Kerry Beutler; planners David Peterson; Naysha Foster and interested citizens.

CALL TO ORDER: Margaret Wimborne called the meeting to order at 7:00 p.m.

MINUTES: Storer moved to accept the minutes of January 3, 2023, Ogden seconded the motion. The motion passed unanimously.

Business:

3. PLAT 21-039: FINAL PLAT. Final Plat Stone Creek Estates Division No. 4 Extension.

Beutler stated that the applicant is Aspen Engineering, and they are not present, because this is only an extension of the Final Plat. The Final Plat for Stone Creek Estates Division No. 4, came before the Planning commission last February. Beutler explained that when a plat hasn't proceeded to City Council for over a year, they bring it back to the Planning Commission to refresh the recommendation and make sure there haven't been any adjustments or changes that need to be addressed prior to it preceding to City Council. Beutler stated that since February 15 will be a year mark, and they are trying to get ahead of it. The applicant is still working on the plat and working through review comments with Staff. Stone Creek Estates is on the east side of town by 49th. There have been previous divisions of Stone Creek Estates platted, and street sections are stubbed in so that future divisions could be platted and moved forward. The area is vacant waiting for construction. The plat is an odd shape, so it appears on a couple of pages. There is an internal street network to connect existing roads on the south and north ends of the plat. Beutler stated that this Division is a final piece to the puzzle to make the connection across Sandcreek so everyone doesn't have to go down to 49th if they want to move through the neighborhood. Nothing has changed in the subdivision and zoning standards related to this plat in the last year, and staff still continues to recommend approval.

Ogden moved to recommend to the Mayor and City Council continued approval of the Final Plat for Stone Creek Estates Division No. 4, Cantu seconded the motion. Wimborne called for roll call vote: Cantu, yes; McDaniel, yes; Ogden, yes; Storer, yes; Wimborne, yes; Ihler, yes; Brower, yes; Geddes, yes; Scott, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF STONE CREEK ESTATES DIVISION NO. 4 LOCATED GENERALLY NORTH OF RIVERSTONE WAY, EAST OF SUTTER LN, SOUTH OF SARATOGA DR, WEST OF S 25TH E

WHEREAS, the applicant filed an application for a final plat on December 30, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 15, 2022 and February 7, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on January 25, 2024; 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 11.036 acre parcel located generally north of Riverstone Way, east of Sutter Ln, south of Saratoga Dr, west of S 25th E.
3. The property is zoned R1, Single Dwelling Residential
4. The plat includes 32 buildable lots and 2 canal lots for future pathways.
5. Access to the subdivision will come from E 49th S by way of two local streets, Greystone Ln and Blackstone Ln as well as Old Stone Road to the north.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.
8. The Idaho Falls Planning and Zoning Commission recommend approval of this Final Plat on February 15, 2022. Due to the time since the Commission's recommendation, it was taken back to the Commission on February 7, 2023, and the Commission reconfirmed their recommendation to approve the plat.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
STONE CREEK ESTATES DIVISION NO. 4

This DEVELOPMENT AGREEMENT STONE CREEK ESTATES DIVISION NO. 4 (“AGREEMENT”), made this _____ day of _____, 2023, 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 FALL CREEK HOMES, LLC, (“DEVELOPER”), whose mailing address is 980-B Pier View Drive, Idaho Falls, Idaho 83402.

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. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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

Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

FALL CREEK HOMES, LLC

By Bryson K. Higley, President
~~Ryan Jacobsen, Director of Operations~~

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2023, 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.

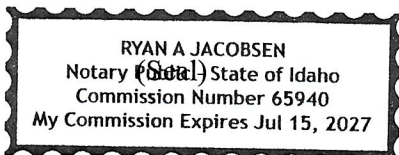
(Seal)

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 8th day of January, 202⁴, before me, the undersigned, a notary public, in and for said State, personally appeared Ryan Jacobsen, known or identified to me to be an authorized signator 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 developer.

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



[Signature]

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

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
STONE CREEK ESTATES DIVISION NO. 4

BOUNDARY DESCRIPTION Part of the SE 1 4 of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:
COMMENCING at the Southeast Corner of said Section 33, said corner monumented with a City of Idaho Falls Brass Cap, recorded as Instrument No. 1725832 in the Bonneville County Clerk's Office; Thence N89 ° 49'51"W along the South line of said Section 33 a distance of 1203.63 feet, said corner monumented with a 2" Aluminum Cap, said point being the Southeast corner of Stone Creek Estates, Division No. 1, re-recorded as Instrument No. 1167107 in the Bonneville County Clerk's Office; Thence N02 ° 14'31"E a distance of 996.40 to the Northeast corner of Stone Creek Estates, Division No. 3, recorded as Instrument No. 1264983 in the Bonneville County Clerk's Office, also being the POINT OF BEGINNING; The next seven (7) calls follow the Northern boundary of said plat: (1)Thence N88 ° 08'04"W a distance of 100.00 feet; (2)Thence N02 ° 14'31"E a distance of 13.87 feet; (3)Thence N87 ° 45'29"W a distance of 169.99 feet; (4)Thence S02 ° 14'31"W a distance of 30.96 feet; (5)Thence N81 ° 21'56"W a distance of 177.80 feet; (6)Thence N75 ° 34'42"W a distance of 60.00 feet; (7)Thence N79 ° 31'28"W a distance of 164.59 feet to the Northwest corner of said Division No 3, also being on the Easterly line of Brookside, Division No. 2, recorded as Instrument No. 1095365 in the Bonneville County Clerk's Office; Thence N31 ° 33'13"E (Plat Record = N31 ° 31'45"E) along the Easterly line of said Division 2 a distance of 191.21 (Plat Record = 191.19) feet; Thence N19 ° 15'20"E along said Easterly line a distance of 153.12 feet to the Southeast corner of Brookside, Division No. 4, recorded as Instrument No. 1164693 in the Bonneville County Clerk's Office; Thence continuing N19 ° 15'20"E along the Easterly line of said plat a distance of 130.00 feet; Thence N40 ° 42'51"E along the Easterly line of said plat a distance of 150.95 feet; Thence N27 ° 57'43"E along the Easterly line of said plat a distance of 91.84 (Plat Record = 91.65) feet to the Northeast corner of said Division 4, also being on the Westerly line of Warranty Deed Instrument No. 1488752; Thence along the boundary line of said Warranty Deed Instrument No. 1488752 the following nine (9) calls: (1)Thence N27 ° 57'43"E a distance of 54.56 feet; (2)Thence N34 ° 22'03"E a distance of 168.37 feet; (3)Thence N08 ° 06'53"E a distance of 326.57 feet; (4)Thence N24 ° 30'43"E a distance of 88.61 feet; (5)Thence N37 ° 22'03"E a distance of 145.22 feet; (6)Thence S03 ° 48'34"E a distance of 347.85 feet; (7)Thence N10 ° 42'48"E a distance of 215.65 feet; (8)Thence S01 ° 09'59"W a distance of 491.62 feet; (9)Thence S02 ° 14'31"W a distance of 346.43 feet to the POINT OF BEGINNING, containing 11.036 acres

**EXHIBIT “B”
SPECIAL CONDITIONS**

STONE CREEK ESTATES 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 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Twenty Thousand One Hundred Eleven Dollars and Seventy Cents (\$20,111.70) 6,594 square yards at \$3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY’s sole discretion on timing.

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 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY’s Storm Drainage Policy. The storm drainage system shall drain to the existing pond constructed in Stone Creek Estates south of this Subdivision.

S.C. 5.00 Bridge Construction. This Subdivision is part of a connection of Old Stone Lane that crosses Sand Creek adjacent to this Subdivision. DEVELOPER shall provide for the design and construction of the Bridge. Such improvements shall be shown on the Development Improvement Drawings subject to the approval of CITY Engineer and the Idaho Irrigation District. Recognizing that the structure shall serve other subdivisions, CITY agrees to reimburse DEVELOPER for one-half (1/2) of the construction costs, as “Shared Work” per Paragraph 11 of this AGREEMENT. DEVELOPER shall provide three (3) independent bona fide bids for the performance of the work, subject to review and approval by CITY.

Memorandum

File #: 24-105

City Council Meeting

FROM: Wade Sanner, Director
DATE: Wednesday, January 10, 2024
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Barnwood Estates Townhomes.

Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Barnwood Estates Townhomes and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Barnwood Estates Townhomes 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 Barnwood Estates Townhomes 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 Barnwood Estates Townhomes. The Planning and Zoning Commission considered this item at its November 1, 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



A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, Engineering, and Survey Divisions.

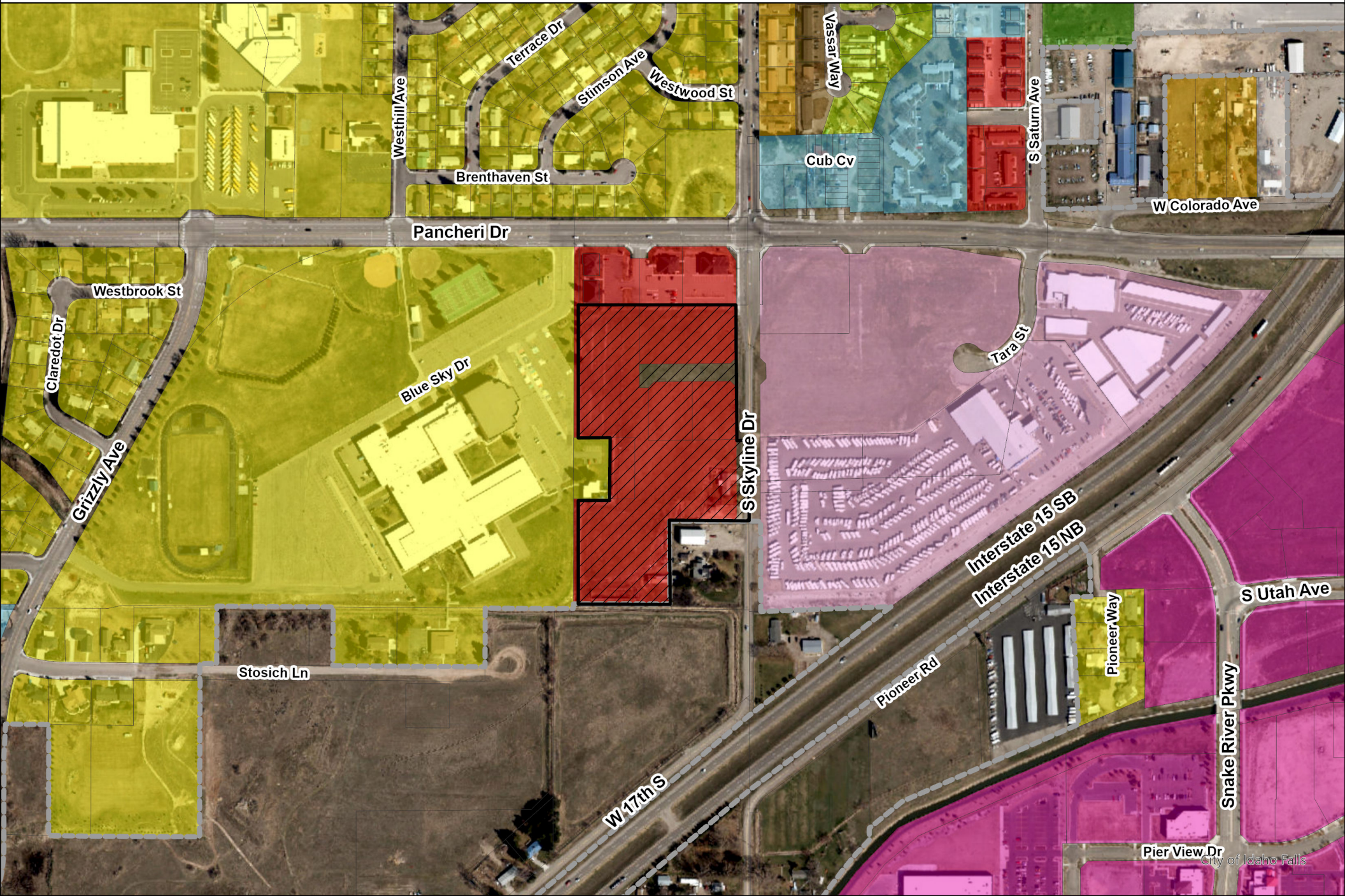
Fiscal Impact

NA

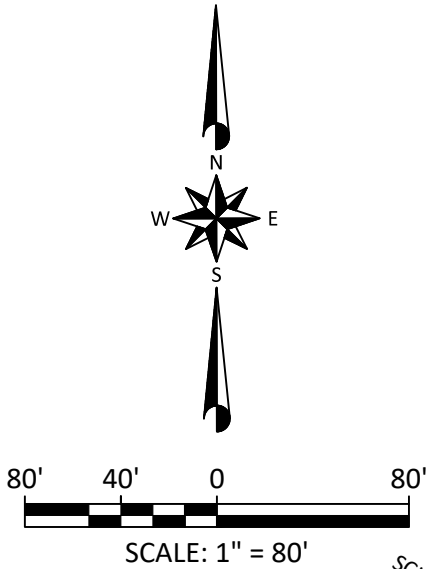
Legal Review

This application has been reviewed by the Legal Department and is consistent with applicable law.

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







LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	N83°14'12"W	53.39'
L2	S00°12'14"E	54.00'
L3	S89°47'46"W	130.00'
L4	N00°12'14"W	54.00'
L5	N89°47'46"E	130.00'
L6	N89°47'46"E	43.50'
L7	S89°47'46"W	54.00'
L8	S00°12'14"E	130.00'
L9	N89°47'46"E	54.00'
L10	N00°12'14"W	130.00'
L11	S89°47'28"W	41.00'
L12	S00°12'14"E	130.00'
L13	S89°47'46"W	54.00'
L14	N00°12'14"W	130.00'
L15	N89°47'46"E	54.00'
L16	S89°47'46"W	30.54'
L17	S89°47'46"W	52.00'
L18	N00°12'14"W	110.00'
L19	N89°47'46"E	52.00'
L20	S00°12'14"E	110.00'
L21	S00°12'14"E	51.50'
L22	S89°47'46"W	52.00'
L23	N00°12'14"W	110.00'
L24	N89°47'46"E	52.00'
L25	S00°12'14"E	110.00'
L26	S45°02'58"W	36.93'
L27	S33°47'55"E	34.82'
L28	S10°59'12"W	48.93'
L29	S81°53'26"W	36.34'
L30	N37°57'14"W	71.05'
L31	S89°47'28"W	41.00'
L32	N60°04'31"E	37.33'

SCHOOL DISTRICT No. 91

SCHOOL DISTRICT No. 91

FOUND ALUMINUM CAP
SOUTH 1/4 CORNER, SECTION 23
TOWNSHIP 2 NORTH, RANGE 37 EAST
BOISE MERIDIAN
CPF No. 1699616

N89°56'53"W 2624.52'

WESTGATE PROFESSIONAL PARK A
CONDOMINIUM PROJECT & LOT 2, BLOCK
1 SAFARI 66, DIVISION No. 1
INSTRUMENT No. 1226938

SAFARI 66, DIVISION No. 1 FIRST AMENDED
INSTRUMENT No. 1470313

LOT 5
BLOCK 1

LOT 6
BLOCK 1

(R2) S89°57'49"W 145.99'

(R2) S89°57'49"W 184.00'

(R1,R3) S89°57'49"W 206.32'

158.50'

27.12'

EXISTING JOINT ACCESS EASEMENT
PURSUANT TO INSTRUMENT No. 1756080
DATED: 10/12/2023

(R3 N89°57'49"E 330.02')

BLOCK 1
LOT 1
350855 SF
8.055 AC.

FOUND 3 INCH BRASS CAP
EAST ¼ CORNER, SECTION 23
TOWNSHIP 2 NORTH, RANGE 37 EAST
BOISE MERIDIAN
CPF No. 1713213

P.O.B.
PLS No. 14222

S89°57'52"W 40.00'

10.00'

300.01'

W

R/W

W

R/W

W

R/W

W

R/W

W

R/W

W

R/W

W

R/W

W

R/W

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R/W

W

R/W

W

R/W

W

R/W

W

R/W

W

R/W

W

R/W

FOUND 3½ INCH BRASS CAP
SOUTHEAST CORNER, SECTION 23
TOWNSHIP 2 NORTH, RANGE 37 EAST
BOISE MERIDIAN
CPF No. 1705933

BARNWOOD ESTATES TOWNHOMES

A SUBDIVISION OF THE CITY OF IDAHO FALLS, CREATED UNDER IDAHO CODE
TITLE 50, CHAPTER 13

BEING A REPLAT OF SAFARI 66 DIVISION No. 2 INSTRUMENT NUMBER 990475, A
SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST,
BOISE MERIDIAN
SHEET 1 OF 3

NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISSIONED BY TERRACE GATE PROPERTY FUND LLC TO DESIGN A PLAT ON LANDS THAT ARE PURSUANT TO WARRANTY DEED INSTRUMENT NUMBER 1721541. A QUITCLAIM DEED FOR FREDERICK A. MEICHLE AND MAXINE E. MEICHLE PURSUANT TO INSTRUMENT NUMBER 996426 CLAIMS THE SOUTH 1/2 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE RIGHT-OF-WAY OF INTERSTATE 15. DEED OF DISTRIBUTION FOR THE ESTATE OF CAROLINA NEWMAN PROPERTY CLAIMS THE NORTH 1/2 OF THE SOUTHEAST 1/4 PURSUANT TO INSTRUMENT NUMBER 509220. WARRANTY DEED INSTRUMENT NUMBER 1721541 OVERLAPS INTO THE SOUTH 1/2 OF THE SOUTHEAST 1/4. THE DECISION WAS MADE TO HOLD THE 1/16TH LINE AS THE SOUTH BOUNDARY LINE OF THIS PLAT. THE LAND IS ADJOINED BY PLATS IN THE CITY OF IDAHO FALLS, IDAHO AND ARE AS FOLLOWS. WESTGATE PROFESSIONAL PARK A CONDOMINIUM PROJECT PURSUANT TO INSTRUMENT NUMBER 1226938, SAFARI 66 DIVISION NUMBER 1 FIRST AMENDED PURSUANT TO INSTRUMENT NUMBER 1470313 AND SAFARI 66, DIVISION NUMBER 2 PURSUANT TO INSTRUMENT NUMBER 990475. IDAHO FALLS SCHOOL DISTRICT NUMBER 91 ADJOINS ON THE WEST PURSUANT TO INSTRUMENT NUMBER 885794. SECTION CORNER CONTROL USED WAS THE EAST 1/4 CORNER PURSUANT TO CORNER PERPETUATION RECORD INSTRUMENT NUMBER 1713213, SOUTHEAST CORNER PURSUANT TO CORNER PERPETUATION RECORD INSTRUMENT NUMBER 1705933 AND THE SOUTH 1/4 CORNER PURSUANT TO CORNER PERPETUATION RECORD INSTRUMENT NUMBER 1699616. FOUND MONUMENTS FROM WESTGATE PROFESSIONAL PARK, SAFARI 66, DIVISION NUMBER 2, SAFARI 66, DIVISION NUMBER 1, FIRST AMENDED AND RECORDS OF SURVEY INSTRUMENT NUMBERS 1553563 AND 1690515 WERE USED TO ESTABLISH THE BOUNDARY OF THIS PLAT. WARRANTY DEED INSTRUMENT NUMBER 1721541 SECTION LINE CALL IS THE BASIS OF BEARING FOR THIS PLAT. THIS BASIS OF BEARING MATCHES THE BEARING ON 2004 CITY OF IDAHO FALLS CONTROL AS OF JULY 2021.

BOUNDARY DESCRIPTION

ALL OF THAT PROPERTY PLATTED IN SAFARI 66, DIVISION NUMBER 2, FILED UNDER INSTRUMENT NUMBER 990475, TOGETHER WITH ALL THAT PORTION OF THE STREET VACATION COMPLETED BY CITY OF IDAHO FALLS ORDINANCE NUMBER 3453, FILED UNDER INSTRUMENT NUMBER 1720769, AND ALSO TOGETHER WITH SOME UNPLATTED PORTIONS OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS S.00°12'14"E. ALONG THE SECTION LINE 300.01 FEET AND S.89°57'52"W. 40.00 FEET FROM THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SKYLINE DRIVE; RUNNING THENCE S.00°12'14"E. ALONG SAID WEST RIGHT-OF-WAY LINE 460.12 FEET; THENCE N.89°47'46"E. 40.00 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE S.00°12'14"E. ALONG SAID EAST LINE 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 NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N.89°59'25"W. ALONG SAID SOUTH LINE 312.92 FEET TO THE EAST BOUNDARY LINE OF SCHOOL DISTRICT NUMBER 91; THENCE FOLLOWING ALONG SAID BOUNDARY LINE OF SAID SCHOOL DISTRICT NUMBER 91 THE FOLLOWING SIX (6) COURSES: (1) THENCE N.00°10'03"E. 350.90 FEET; (2) THENCE N.89°50'43"E. 108.38 FEET; (3) THENCE N.01°16'54"E. 6.90 FEET; (4) THENCE N.01°13'41"E. 208.76 FEET; (5) THENCE N.89°59'57"W. 112.37 FEET; (6) THENCE N.00°10'03"E. 451.00 FEET TO THE SOUTHWEST CORNER OF WESTGATE PROFESSIONAL PARK, A CONDOMINIUM PROJECT, PURSUANT TO IDAHO CODE, TITLE 55, CHAPTER 15, A PART OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°57'52"E. ALONG THE SOUTH LINE OF SAID WESTGATE PROFESSIONAL PARK AND THE SOUTH LINE OF SAFARI 66, DIVISION NUMBER 1ST AMENDED, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY IDAHO A DISTANCE OF 536.34 FEET TO THE POINT OF BEGINNING.

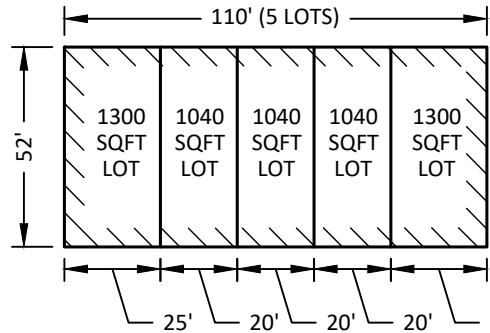
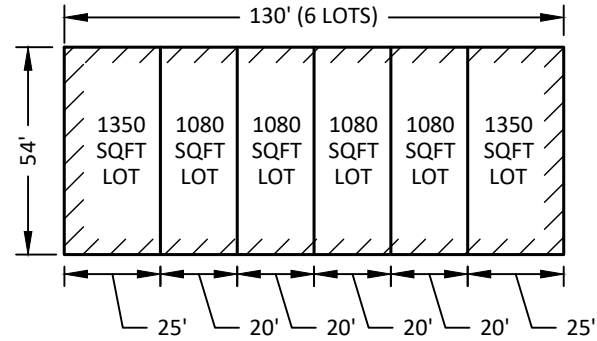
CONTAINING 10.831 ACRES

NOTES:

- SOME EASEMENT LINES NOT SHOWN FOR CLARITY, SEE SHEET 2.

RECORD DATA:

- RECORD DATA PURSUANT TO WESTGATE PROFESSIONAL PARK, INSTRUMENT No. 1226938 DATED 6/13/2006
- RECORD DATA PURSUANT TO SAFARI 66 DIVISION No. 1 FIRST AMENDED, INSTRUMENT No. 1470313 DATED 4/07/2014 AND SAFARI 66 DIVISION No. 2, INSTRUMENT No. 990475 DATED 3/02/1999
- RECORD DATA FROM RECORD OF SURVEY INSTRUMENT No. 1553563 DATED 5/24/2017
- RECORD DATA FROM RECORD OF SURVEY INSTRUMENT No. 1690515 DATED 6/25/2021

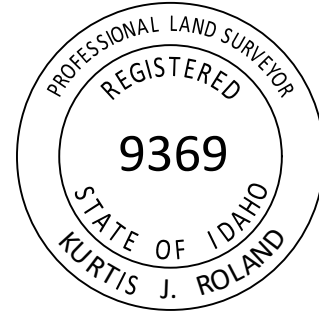


NOTE:

- SEE LINE TABLE FOR INDIVIDUAL LOT GROUP BEARINGS & DISTANCES.

TOWNHOME LOT DIMENSIONS

N.T.S.



LEGEND



P.L.S.S. SECTION CORNER



SET 1/2" ROD WITH
CAP MARKED P.L.S. 9369



SET 5/8" x 24" ROD WITH
CAP MARKED P.L.S. 9369



FOUND 1/2" IRON ROD



FOUND 5/8" IRON ROD



CALCULATED POINT

P.O.B.

POINT OF BEGINNING

P.U.E.

PUBLIC UTILITY EASEMENT

R.O.W.

RIGHT-OF-WAY

SQFT

SQUARE FEET

CPF

CORNER PERPETUATION AND FILING
RECORD

SECTION LINE

BOUNDARY LINE

LOT LINE

ADJACENT PROPERTY LINE

RIGHT-OF-WAY LINE

TIE LINE

EXISTING JOINT ACCESS EASEMENT
(J.A.E.)



EAGLE ROCK ENGINEERING

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

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:

A. SNARR

DRAWN BY:

R. JORDAN

APPROVED BY:

K. ROLAND

PROJECT NO.

21068

DATE:

December 2023

CAD NAME:

X_21068 TERRACE_BARNWOOD FP.DWG

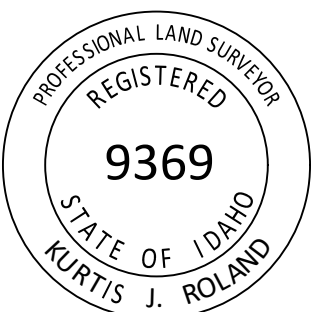
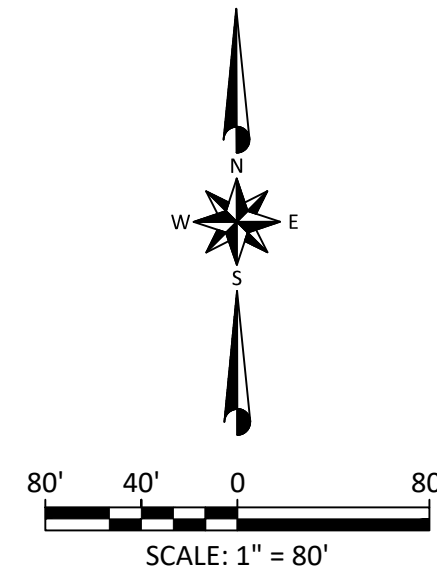
BARNWOOD ESTATES TOWNHOMES

A SUBDIVISION OF THE CITY OF IDAHO FALLS, CREATED UNDER IDAHO CODE
TITLE 50, CHAPTER 13

BEING A REPLAT OF SAFARI 66 DIVISION No. 2 INSTRUMENT NUMBER 990475, A
SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST,
BOISE MERIDIAN
SHEET 2 OF 3

LEGEND

- ◆ P.L.S.S. SECTION CORNER
■ SET 1/2" ROD WITH
CAP MARKED P.L.S. 9369
● SET 5/8" x 24" ROD WITH
CAP MARKED P.L.S. 9369
□ FOUND 1/2" IRON ROD
○ FOUND 5/8" IRON ROD
△ CALCULATED POINT
P.O.B. POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
CPF CORNER PERPETUATION AND FILING RECORD
--- SECTION LINE
--- SUBDIVISION BOUNDARY LINE
--- LOT LINE
--- ADJACENT PROPERTY LINE
--- EXISTING EASEMENT LINE AS NOTED
--- EASEMENT LINE (GRANTED PURSUANT
TO THE EXECUTION OF THIS DOCUMENT)
--- C.A.E. LINE (GRANTED PURSUANT TO
THE EXECUTION OF THIS DOCUMENT)
--- R/W R/W RIGHT-OF-WAY
--- TIE LINE
▨ CROSS ACCESS EASEMENT (C.A.E.)



NON-PLOTABLE DEED OF DISTRIBUTION
THIS PLAT IS SUBJECT TO A 16' WIDE RIGHT-OF-WAY FOR
SEWER BEING PART OF EXISTING DEED OF DISTRIBUTION
PURSUANT TO INSTRUMENT No. 509220 DATED: 12/28/1976

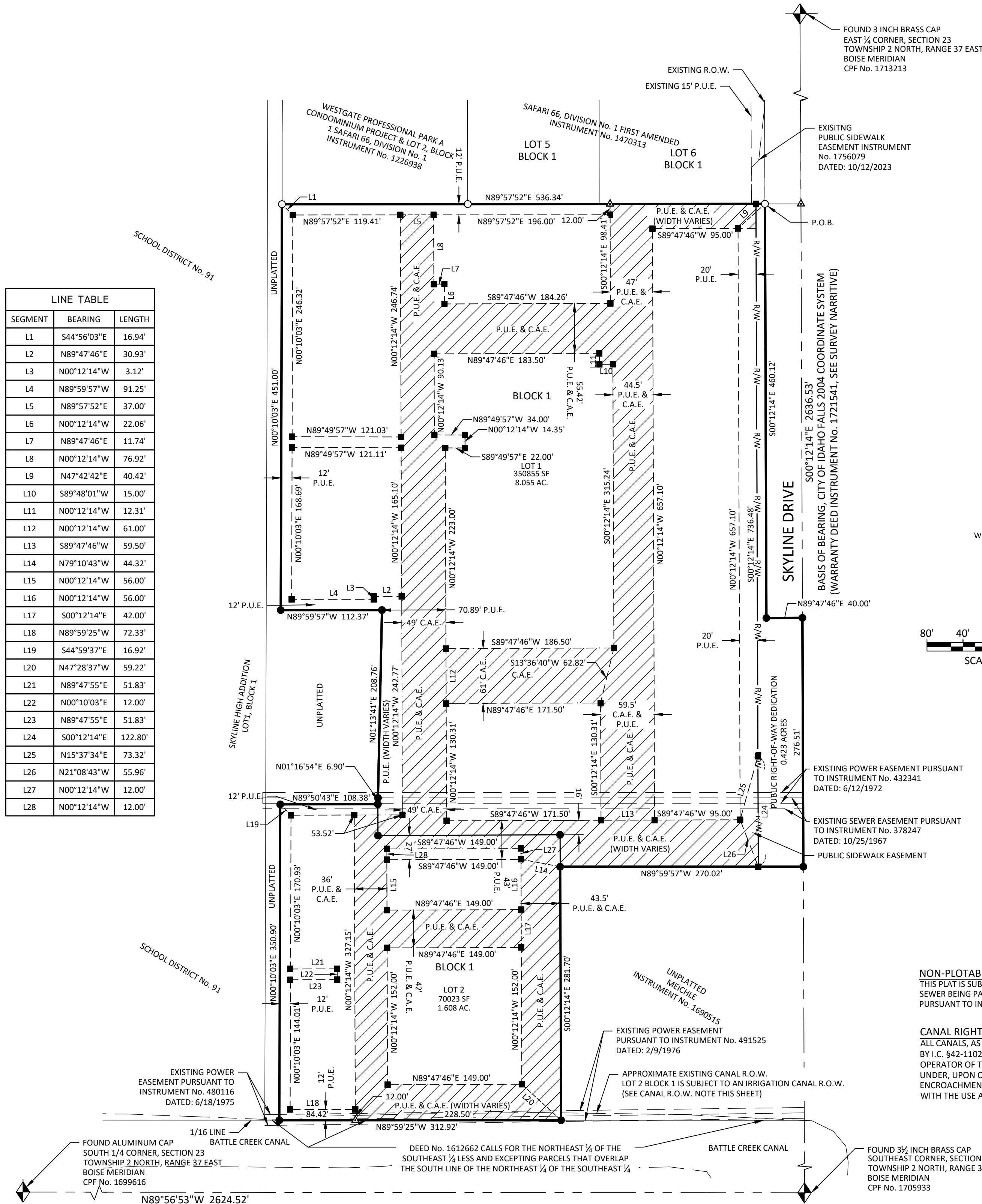
CANAL RIGHT-OF-WAY
ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF-WAY DEFINED
BY I.C. §42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR
OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN,
UNDER, UPON OR OVER THE AREA, TO ENSURE THAT ANY SUCH
ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE
WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY.



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

OFFICES AT:	SURVEYED BY:	A. SNARR
1331 Fremont Ave. Idaho Falls, Idaho 83402	DRAWN BY:	R. JORDAN
	APPROVED BY:	K. ROLAND
	PROJECT NO.	21068
343 E 4th N, Suite 119 Rexburg, Idaho 83440	DATE:	December 2023
	CAD NAME:	X_21068 TERRACE_BARNWOOD FP.DWG

LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	S44°56'03"E	16.94'
L2	N89°47'46"E	30.93'
L3	N00°12'14"W	3.12'
L4	N89°59'57"W	91.25'
L5	N89°57'52"E	37.00'
L6	N00°12'14"W	22.06'
L7	N89°47'46"E	11.74'
L8	N00°12'14"W	76.92'
L9	N47°42'42"E	40.42'
L10	S89°48'01"W	15.00'
L11	N00°12'14"W	12.31'
L12	N00°12'14"W	61.00'
L13	S89°47'46"W	59.50'
L14	N79°10'43"W	44.32'
L15	N00°12'14"W	56.00'
L16	N00°12'14"W	56.00'
L17	S00°12'14"E	42.00'
L18	N89°59'25"W	72.33'
L19	S44°59'37"E	16.92'
L20	N47°28'37"W	59.22'
L21	N89°47'55"E	51.83'
L22	N00°10'03"E	12.00'
L23	N89°47'55"E	51.83'
L24	S00°12'14"E	122.80'
L25	N15°37'34"E	73.32'
L26	N21°08'43"W	55.96'
L27	N00°12'14"W	12.00'
L28	N00°12'14"W	12.00'



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED TERRACE GATE PROPERTY FUND, LLC A IDAHO 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 HEREFTER BE KNOWN AS BARNWOOD ESTATES TOWNHOMES, 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 ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENT (C.A.E.)

FURTHER, OWNER DOES HEREBY GRANT AND CONVEY TO THE OWNERS OF EACH AND EVERY LOT NOW OR HEREAFTER CREATED IN BARNWOOD ESTATES TOWNHOMES, INCLUDING BUT NOT LIMITED TO LOTS 1 AND 2 AND LOTS 3-30 OF BLOCK 1, AND THEIR RESPECTIVE LICENSEES, INVITEES, AGENTS, SUCCESSORS, ASSIGNS, AND THE NEW SWEDEN CANAL COMPANY THE USE OF COMBINED CROSS ACCESS EASEMENT (C.A.E.) AS SHOWN ON SHEET 2 OF THIS PLAT, TO BE USED FOR PRIVATE PEDESTRIAN ACCESS, VEHICULAR ACCESS, ACCESS TO COMMON AREAS AS SHOWN HEREON AND ACCESS TO PARKING LOTS.

OWNER, OR ITS HEIRS, SUCCESSORS OR 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, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID C.A.E. WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL’S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER’S 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, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID C.A.E. INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS, OR ASSIGNS FURTHER AGREE TO MAINTAIN THE SAID CROSS ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS, OR ASSIGNS HEREBY RELEASE THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES 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, PERMITEES 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, OR EACH LOT OWNER, OR NEW SWEDEN IRRIGATION DISTRICT 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 SET ITS SIGNATURE THIS _____DAY OF _____, 2023.

TERRACE GATE PROPERTY FUND, LLC

BRANDT MONETTE
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF _____)
 :SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BRANDT MONETTE, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF TERRACE GATE PROPERTY FUND, LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY’S NAME TO THE FOREGOING OWNER’S DEDICATION, PREVIOUSLY PLATTED EASEMENT VACATION CERTIFICATE, 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 THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: _____

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 SIGNATURE THIS _____DAY OF _____, 2023.

TERRACE GATE PROPERTY FUND, LLC

BRANDT MONETTE, MANAGING MEMBER

HEALTH DEPARTMENT CERTIFICATE

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:

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

IRRIGATION WATER RIGHTS STATEMENT

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A WATER RIGHT.

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 THAT IT COMPLIES WITH I.C. §50-1305.

DATE: _____

BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL
P.L.S. NO. 12223

CITY’S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202____.

MAYOR

CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY CLERK

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

BARNWOOD ESTATES
TOWNHOMES
A SUBDIVISION OF THE CITY OF IDAHO FALLS, CREATED UNDER IDAHO
CODE TITLE 50, CHAPTER 13

BEING A REPLAT OF SAFARI 66 DIVISION No. 2 INSTRUMENT NUMBER 990475,
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37
EAST, BOISE MERIDIAN
SHEET 3 OF 3

ATTACHED HOMES NOTIFICATION

LOTS 3 - 30, BLOCK 1 ARE PLATTED FOR USE BY ATTACHED SINGLE UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE

THE OWNER DOES HEREBY CERTIFY THAT THE REQUIREMENTS OF I.C. §50-1306A(5) HAVE BEEN COMPLIED WITH IN ORDER TO VACATE PORTIONS OF THE FOLLOWING EASEMENTS OF RECORD WITHIN THE PLAT BOUNDARY:

- 1.) ALL PUBLIC UTILITY EASEMENTS GRANTED BY SAFARI 66, DIVISION NUMBER 2, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO, AS INSTRUMENT NUMBER 990475, DATED MARCH 2, 1999, EXCEPTING THEREFROM ANY PORTIONS OF SAID EXISTING EASEMENTS OVERLAPPED BY A GRANT OF PUBLIC UTILITY EASEMENT PURSUANT TO THE EXECUTION OF THIS DOCUMENT.

THE VACATED EASEMENTS LISTED HAVE BEEN REMOVED FROM THIS DRAWING. ALL OTHER EXISTING EASEMENTS SHOWN HEREON ARE STILL ACTIVE AND VALID.

UPON APPROVAL BY THE CITY OF IDAHO FALLS, EXECUTION AND RECORDING OF THIS DOCUMENT, THE PORTIONS OF SAID EASEMENTS SHALL BE VACATED WITHOUT FURTHER FUNCTION OF LAW. IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____2023.

TERRACE GATE PROPERTY FUND, LLC

BRANDT MONETTE, MANAGING MEMBER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT BARNWOOD ESTATES TOWNHOMES , WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

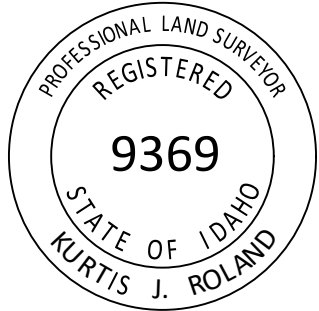
BONNEVILLE COUNTY RECORDER

DATE

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS BARNWOOD ESTATES TOWNHOMES, 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.

_____, P.L.S. 9369



OFFICES AT: 1331 Fremont Ave. Idaho Falls, Idaho 83402 343 E 4th N, Suite 119 Rexburg, Idaho 83440	SURVEYED BY:	A. SNARR
	DRAWN BY:	R. JORDAN
	APPROVED BY:	K. ROLAND
	PROJECT NO.	21068
	DATE:	December 2023
CAD NAME:		X_21068 TERRACE_BARNWOOD FP.DWG

**STAFF REPORT
FINAL PLAT
Barnwood Estates Townhomes
January 25, 2024**



Community
Development
Services

Applicant: Eagle Rock Engineering

Project Manager: Naysha Foster

Location: Generally, north of W 17th S, east of Grizzly Ave, south of Pancheri, west of S Skyline Dr.

Size: 9.663 acres

Lots: 30

Buildable: 29

Lot Size:

Lot 1: 8.477 acre

Lot 2: 2.354 acre

Lots 3-30: 1,200 Square ft.

Existing Zoning:

Site: LC

North: LC

South: County A-1

East: HC

West: R1

Existing Land Uses:

Site: Vacant

North: Professional Business

South: Vacant

East: Commercial

West: High School

Future Land Use Map:

Suburban and Mixed Use Corridor

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 Barnwood Estates Townhomes.

History: The northeast portion of this property was annexed in January 1999 and zoned C-1. It was platted as the Safari Subdivision in March of 1999. The plat consisted of 3 lots and a public ROW known as Tara Street. This property was then rezoned as part of the City initiated city-wide rezone in April of 2018 to LC. The rest of the property was annexed in December of 2021 and zoned LC. Tara street was also vacated in 2021. A PUD, Planned Unit Development was recommended for approval by the Planning and Zoning Commission on June 7, 2022 and was approved by the Mayor and City Council on October 27, 2022.

Staff Comments: This final plat consists of approximately 9.663 acres. There are 30 lots, with 29 buildable. This will be developed as a PUD. This plat does not contain any new public right of ways, but rather private drive isles that will both have two accesses to S Skyline. The north access is a shared access with the medical offices on the corner of Pancheri and S Skyline, a minor arterial.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance when developed as a PUD. 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.	N/A PUD
Residential lots do not have direct access to arterial streets.	N/A
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.	N/A
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:

In the LC Zone, multi-unit developments shall comply with the development standards of the R3A Zone.

11-3-3: Purposes of Residential Zones

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.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.**Table 11-3-1: Standards for Residential Zones**

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

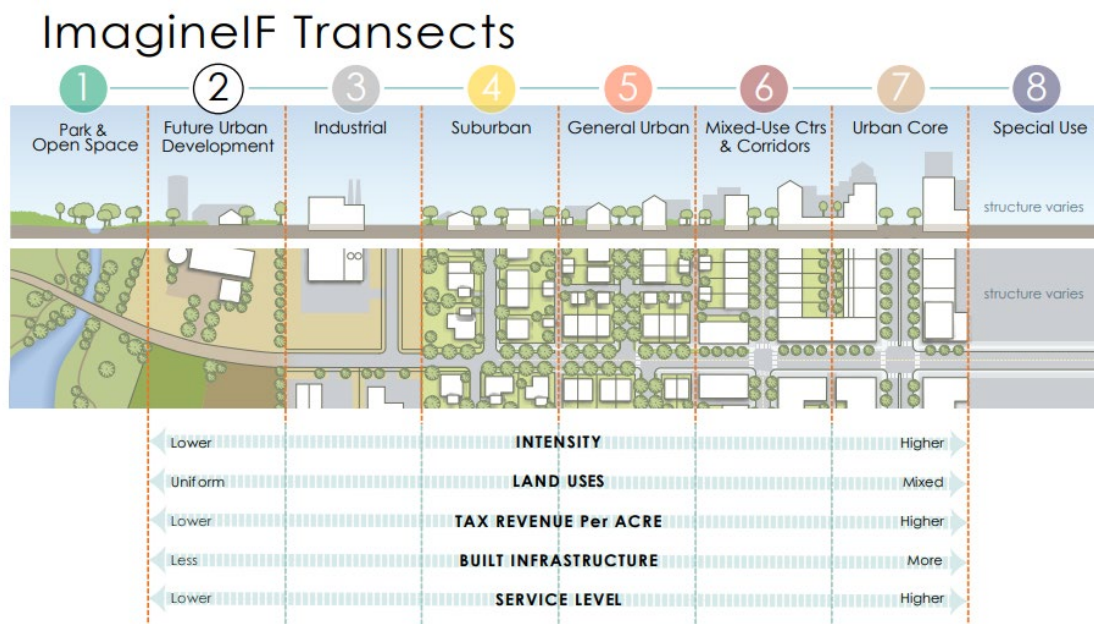
11-3-5: PURPOSE OF COMMERCIAL ZONES

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
Setbacks – Minimum in ft.				
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.				

Comprehensive Plan:





4. Suburban

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions



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 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

November 1, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Lindsey Romankiw, Arnold Cantu, George Morrison, Brent Dixon (via Webex).

MEMBERS ABSENT: Margaret Wimborne, Glen Ogden, Kristi Brower

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Naysha Foster, Caitlin Long and David Peterson; and interested citizens.

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

CHANGES TO AGENDA:

MINUTES: Morrison moved to accept the minutes of October 4, 2022, Cantu seconded the motion. The motion passed unanimously.

Business:

7. PLAT 22-031: FINAL PLAT. Terrace Gate Apartments and Barnwood Estates

Applicant: Kurt Roland Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls. Roland stated that this is on Skyline Drive south of the intersection of Pancheri and Skyline near the dental offices. Roland is proposing a final plat for the project, and they are splitting it into one big lot for the apartments and townhomes on the south portion of the property. Tara Street has been vacated from the north portion of the property. Roland stated that the PUD was approved by City Council last week.

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

Dixon asked what is involved in the PUD. Foster stated that Mayor and City Council approved it, and the PUD has all the required amenities and parking; 7 three story buildings, club house; and townhomes. Dixon confirmed that it is all residential. Foster agreed. Dixon asked about the property to the south. Foster stated that the property has been annexed, but no further applications have come forward.

Morrison moved to recommend to the Mayor and City Council approval, Cantu seconded the motion. Denney called for roll call vote: Morrison, yes; Romankiw, yes; Cantu, yes; Dixon, yes; The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT BARNWOOD ESTATES TOWNHOMES LOCATED GENERALLY NORTH OF W 17TH S, EAST OF GRIZZLY AVE, SOUTH OF PANCHERI DR, WEST OF S SKYLINE DR

WHEREAS, the applicant filed an application for a final plat on September 13, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 1, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on January 25, 2024; 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 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 final plat is a 9.663 acre parcel located generally north of W 17th, east of Grizzly Ave, south of Pancheri Dr, west of S Skyline Dr.
3. The property is currently zoned LC, Limited Commercial.
4. The final plat consists of 29 buildable lots, and 1 common lot.
5. The proposed development is proposed as a PUD, Planned Unit Development.
6. The final plat complies with the requirements of both the Subdivision and Zoning Ordinance as a PUD, and is consistent with the policies of the of the City of Idaho Falls Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____ 2024

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
BARNWOOD ESTATES TOWNHOMES

This DEVELOPMENT AGREEMENT BARNWOOD ESTATES TOWNHOMES (“AGREEMENT”), made this _____ day of _____, 2024, 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 TERRACE GATE PROPERTY FUND, LLC, (“DEVELOPER”), whose mailing address is 901 Pier View Drive, Suite 204, Idaho Falls, Idaho 83402.

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. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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.

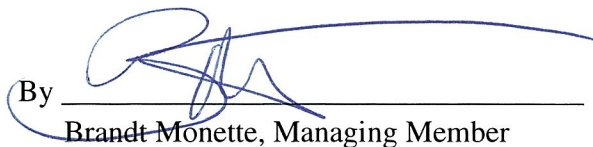
ATTEST:

CITY OF IDAHO FALLS, IDAHO

Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

TERRACE GATE PROPERTY FUND, LLC

By _____
Brandt Monette, Managing Member

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2024, 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.

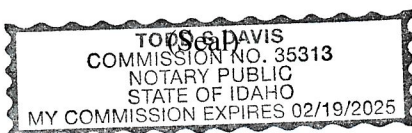
(Seal)


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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 5th day of January, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Brandt Monette, known or identified to me to be an authorized signator 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 developer.

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





Notary Public of Idaho
Residing at: Shaw City Id
My Commission Expires: 2/19/2025

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
BARNWOOD ESTATES TOWNHOMES

ALL OF THAT PROPERTY PLATTED IN SAFARI 66, DIVISION NUMBER 2, FILED UNDER INSTRUMENT NUMBER 990475, TOGETHER WITH ALL THAT PORTION OF THE STREET VACATION COMPLETED BY CITY OF IDAHO FALLS ORDINANCE NUMBER 3453, FILED UNDER INSTRUMENT NUMBER 1720769, AND ALSO TOGETHER WITH SOME UNPLATTED PORTIONS OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS S.00°12'14"E. ALONG THE SECTION LINE 300.01 FEET AND S.89°57'52"W. 40.00 FEET FROM THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SKYLINE DRIVE; RUNNING THENCE S.00°12'14"E. ALONG SAID WEST RIGHT-OF-WAY LINE 460.12 FEET; THENCE N.89°47'46"E. 40.00 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE S.00°12'14"E. ALONG SAID EAST LINE 276.51 FEET; THENCE N.89°59'57"W. 270.02 FEET; THENCE S.00°12'14"E. 281.70 FEET TO THE SOUTHLINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N.89°59'25"W. ALONG SAID SOUTH LINE 312.92 FEET TO THE EAST BOUNDARY LINE OF SCHOOL DISTRICT NUMBER 91; THENCE FOLLOWING ALONG SAID BOUNDARY LINE OF SAID SCHOOL DISTRICT NUMBER 91 THE FOLLOWING SIX (6) COURSES: (1) THENCE N.00°10'03"E. 350.90 FEET; (2) THENCE N.89°50'43"E. 108.38 FEET; (3) THENCE N.01°16'54"E. 6.90 FEET; (4) THENCE N.01°13'41"E. 208.76 FEET; (5) THENCE N.89°59'57"W. 112.37 FEET; (6) THENCE N.00°10'03"E. 451.00 FEET TO THE SOUTHWEST CORNER OF WESTGATE PROFESSIONAL PARK, A CONDOMINIUM PROJECT, PURSUANT TO IDAHO CODE, TITLE 55, CHAPTER 15, A PART OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE N.89°57'52"E. ALONG THE SOUTH LINE OF SAID WESTGATE PROFESSIONAL PARK AND THE SOUTH LINE OF SAFARI 66, DIVISION NUMBER 1ST AMENDED, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY IDAHO A DISTANCE OF 536.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.831 ACRES

EXHIBIT "B"
SPECIAL CONDITIONS

BARNWOOD ESTATES TOWNHOMES

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 Skyline Drive. Subdivision access to Skyline Drive shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

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 Arterial Street Section Improvements. DEVELOPER shall design and construct the Roadway improvements in Skyline Drive in accordance with the City Approved Improvement Drawings/Site Plan. DEVELOPER shall be reimbursed for this work and to subject to requirements of this Agreement. Reimbursement schedule is subject to the City's ability to collect impact fees and final acceptance of the Roadway. 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 Water Line Connection in Skyline Drive. CITY agrees to allow DEVELOPER to connect to the water main located in Skyline Drive, subject to DEVELOPER's payment of the water main connection fees in the amount of One Thousand Seven Hundred Fifty-One Dollars and Eighty Cents (\$1,751.80; 38 feet currently at \$46.10 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of Idaho Falls 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 City Code Sections.

S.C. 6.00 Sewer Main Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the development, 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 Thousand One Hundred Sixty-Nine Dollars and Ninety Cents (\$20,169.00; 747 feet; currently at \$27.00 per foot). Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual wastewater system connection fees each time an individual wastewater service line is connected to CITY wastewater systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

The sewer main in Skyline Drive where this Subdivision will connect is shallow with respect to

other developments in this area. DEVELOPER shall address this issue with the building design and provide for additional measures necessary to mitigate potential freezing of sewer service lines. DEVELOPER acknowledges that sewer service lines shall be maintained by DEVELOPER or DEVELOPERS'S heirs, successors, or assigns.

S.C. 7.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond to be constructed as shown on the improvement drawings and Site Plan. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

File #: 24-107

City Council Meeting

FROM: Wade Sanner, Director
DATE: Wednesday, January 10, 2024
DEPARTMENT: Community Development Services

Subject

Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Falcon Crest Estates.

Council Action Desired

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

1. Approve the Planned Unit Development for Falcon Crest 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 Falcon Crest 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 Falcon Crest Estates. On April 19, 2022, the Planning and Zoning Commission recommended approval of the PUD with the condition that the developer install a fence along the existing properties along 5th E. Additional instruction was given to clarify the sufficiency of available parking when presenting to the Mayor and City Council. On December 5, 2023, the Planning and Zoning Commission approved an extension of the PUD. Staff concurs with Planning and Zoning's recommendation.

Alignment with City & Department Planning Objectives



The PUD 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 PUD plan has been reviewed by Public Works, Engineering, Fire, Planning, Power, Sanitation, Sewer, and Water.

Fiscal Impact

NA

Legal Review

This application has been reviewed by the Legal Department pursuant to applicable law.





FALCON CREST ESTATES

(SEC. 31, T. 3 N., R. 38 E.B.M.)

IDAHO FALLS, IDAHO
NOVEMBER 2023

LANDSCAPE AND AMENITIES

LANDSCAPE TREES ALONG BOUNDARY AT
20' SPACING
TOTAL LANDSCAPED AREA = 7.06 ACRES
(307,478 SF) 45.4%
LANDSCAPED BUFFER AREA = 2.45 ACRES
(106,733 SF)
INTERIOR LANDSCAPED AREA = 4.48 ACRES
(200,745 SF) 29.6%
TREES REQUIRED = 1 PER 5,000 SF = (200,745
SF) / 5,000 = 40 TREES AND 80 SHRUBS

AMENITIES

SAND VOLLEYBALL COURT
SWING SET
PAVILION (20'X36')
HORSE SHOE PIT
2 BENCHES ALONG HWY PATH
HALF COURT BASKETBALL

ESTIMATED STORM WATER RUNOFF

(85119 SF X 1.33 IN)/12 =
94,332 CF

STORM POND CAPACITY

98,947 CF

BENCH MARK

OF NAVD-88 DATUM
BENCH MARK #223 ELEV. = 4736.34
A CHISELED SQUARE 10.5 IN. NORTH OF
THE SOUTH END OF THE WEST WALL OF A
CHECK DAM IN A CANAL ON THE EAST
SIDE OF EAST RIVER ROAD, 1 MILE NORTH
OF IONA ROAD.

SURVEY NOTE

THIS PLAN SET CONFORMS TO AN ACTUAL SURVEY
THAT WAS PERFORMED ON THE GROUND BY A
LICENSED LAND SURVEYOR OR IN AND FOR THE STATE
OF IDAHO. IT IS THE OWNER'S RESPONSIBILITY TO
CONSTRUCT ALL STRUCTURES SHOWN ON THIS SITE
PLAN IN ACCORDANCE WITH SAID SURVEY.

BASIS OF BEARINGS

CITY OF IDAHO FALLS COORDINATE SYSTEM
OF 2004, DERIVED FROM THE IDAHO STATE
PLANE COORDINATE SYSTEM (EAST ZONE
1101) U.S. SURVEY FEET AND USING A
COMBINED SCALE FACTOR OF 1.00027265
FOR A GRID TO GRID CONVERSION. ALL
BEARINGS ARE GRID NORTH ALONG THE
CENTRAL MERIDIAN.

BOUNDARY DESCRIPTION

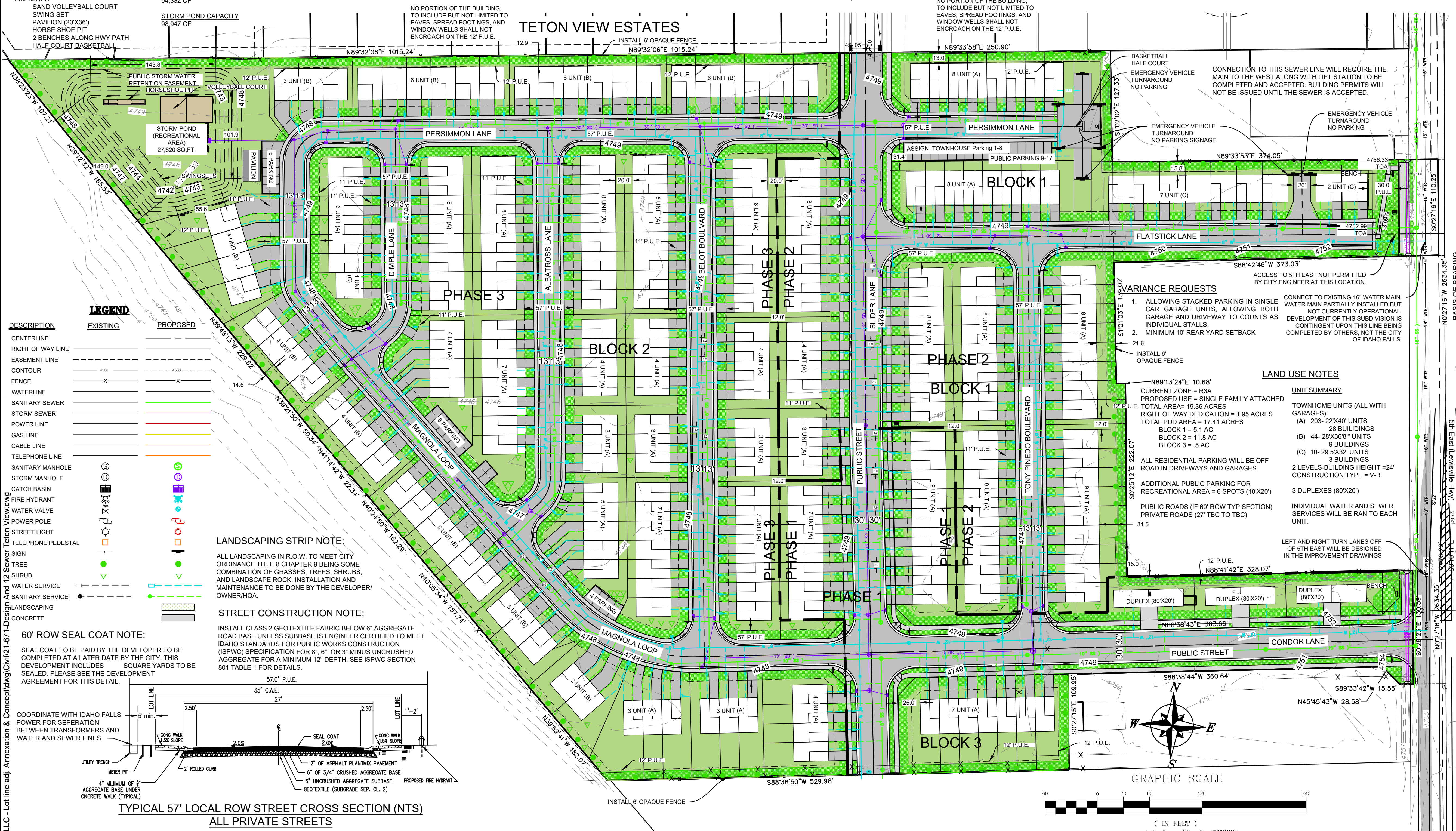
PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO,
MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE N 00°27'16" W 965.95 FEET ALONG THE EAST SECTION
LINE; THENCE S89°32'44" W 33.00 FEET TO THE POINT OF BEGINNING; THENCE S89°33'42" W 15.55 FEET; THENCE N45°45'43" W
28.58 FEET; THENCE S88°38'44" W 360.64 FEET; THENCE S00°27'15" E 109.95 FEET; THENCE S88°38'50" W 529.98 FEET TO THE
NORTHEASTERLY BANK OF THE IDAHO CANAL; THENCE NORTHWESTERLY, ALONG SAID CANAL BANK THE FOLLOWING EIGHT
(8) COURSES: 1) THENCE N39°59'41" W 182.07 FEET; 2) THENCE N40°05'34" W 157.74 FEET; 3) THENCE N40°24'50" W 162.29 FEET;
4) THENCE N41°14'42" W 22.34 FEET; 5) THENCE N39°15'50" W 50.34 FEET; 6) THENCE N39°48'13" W 229.62 FEET; 7) THENCE
N39°12'32" W 165.53 FEET; 8) THENCE N38°23'23" W 107.21 FEET TO THE SOUTHERLY LINE OF TETON VIEW ESTATES, DIVISION
NO. 1, (INSTRUMENT NO. 1310084); THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) THENCE
N89°32'06" E 1015.24 FEET; 2) THENCE N89°33'58" E 250.90 FEET; 3) THENCE S01°02'02" E 127.33 FEET; 4) THENCE N89°33'53" E
374.05 FEET TO SAID EAST SECTION LINE OF SAID SECTION 31; THENCE S00°27'16" E 110.25 FEET ALONG SAID EAST LINE;
THENCE S88°42'46" W 373.03 FEET; THENCE S01°01'03" E 139.02 FEET; THENCE N89°13'24" E 10.68 FEET; THENCE S00°25'12" E
222.07 FEET; THENCE N88°41'42" E 328.07 FEET; THENCE S00°28'23" E 130.59 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 19.903 ACRES, MORE OR LESS.

NO PORTION OF THE BUILDING,
TO INCLUDE BUT NOT LIMITED TO
EAVES, SPREAD FOOTINGS, AND
WINDOW WELLS SHALL NOT
ENCROACH ON THE 12' P.U.E.

TETON VIEW ESTATES



DESCRIPTION	EXISTING	PROPOSED
CENTERLINE		
RIGHT OF WAY LINE		
EASEMENT LINE		
CONTOUR		
FENCE	X	X
WATERLINE		
SANITARY SEWER		
STORM SEWER		
POWER LINE		
CABLE LINE		
TELEPHONE LINE		
SANITARY MANHOLE		
STORM MANHOLE		
CATCH BASIN		
FIRE HYDRANT		
WATER VALVE		
POWER POLE		
STREET LIGHT		
TELEPHONE PEDESTAL		
SIGN		
TREE		
SHRUB		
WATER SERVICE		
SANITARY SERVICE		
LANDSCAPING		
CONCRETE		

LANDSCAPING STRIP NOTE:

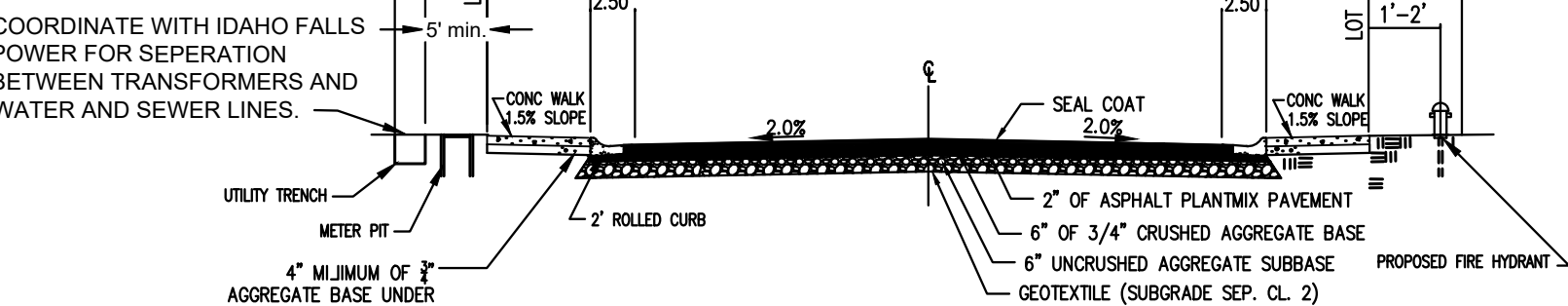
ALL LANDSCAPING IN R.O.W. TO MEET CITY
ORDINANCE TITLE 8 CHAPTER 9 BEING SOME
COMBINATION OF GRASSES, TREES, SHRUBS,
AND LANDSCAPE ROCK. INSTALLATION AND
MAINTENANCE TO BE DONE BY THE DEVELOPER/
OWNER/HOA.

STREET CONSTRUCTION NOTE:

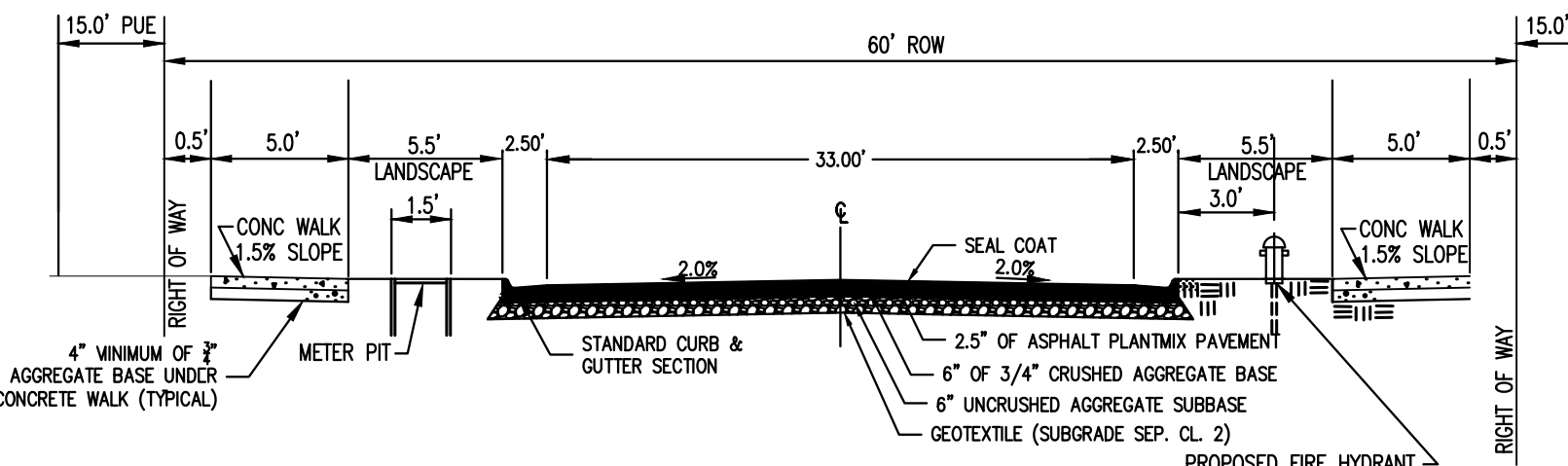
INSTALL CLASS 2 GEOTEXTILE FABRIC BELOW 6" AGGREGATE
ROAD BASE UNLESS SUBBASE IS ENGINEER CERTIFIED TO MEET
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION
(ISPW) SPECIFICATION FOR 8", 6", OR 3" MINUS UNCRUSHED
AGGREGATE FOR A MINIMUM 12" DEPTH. SEE ISPW SECTION
801 TABLE 1 FOR DETAILS.

60' ROW SEAL COAT NOTE:

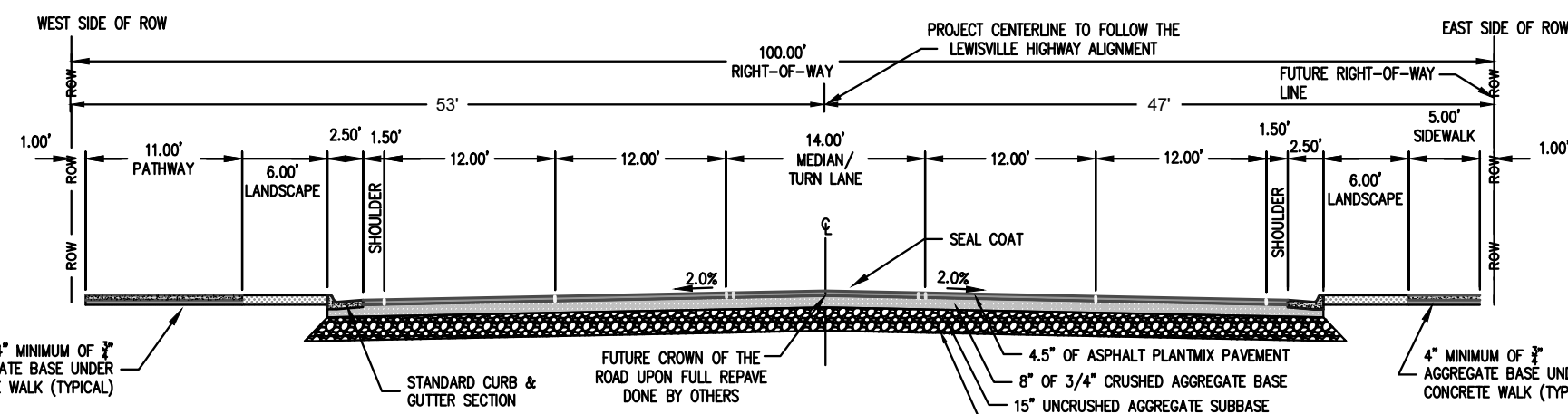
SEAL COAT TO BE PAID BY THE DEVELOPER TO BE
COMPLETED AT A LATER DATE BY THE CITY. THIS
DEVELOPMENT INCLUDES SQUARE YARDS TO BE
SEALED. PLEASE SEE THE DEVELOPMENT
AGREEMENT FOR THIS DETAIL.



TYPICAL 57' LOCAL ROW STREET CROSS SECTION (NTS)
ALL PRIVATE STREETS



TYPICAL 60' LOCAL ROW STREET CROSS SECTION (NTS)
ALL PUBLIC STREETS



PRINCIPAL ARTERIAL, SHARED PRIORITY (100' ROW)
5TH EAST (LEWISVILLE HIGHWAY) NTS



NOTES

- LOT 81, BLOCK 1 IN ITS ENTIRETY AND LOT 176, BLOCK 2 IN ITS ENTIRETY, ARE RESERVED AS A BLANKET CROSS ACCESS EASEMENT AND AS DEFINED IN THE OWNER'S DEDICATION.
- LOT 80, BLOCK 1 WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS' ASSOCIATION AND IS A PUBLIC UTILITY EASEMENT IN ITS ENTIRETY.

BASKETBALL
HALF COURT
EMERGENCY VEHICLE
TURNAROUND
NO PARKING

CONNECTION TO THIS SEWER LINE WILL REQUIRE THE
MAIN TO THE WEST LIFT STATION TO BE
COMPLETED AND ACCEPTED. BUILDING PERMITS WILL
NOT BE ISSUED UNTIL THE SEWER IS ACCEPTED.

EMERGENCY VEHICLE
TURNAROUND
NO PARKING

ASSIGN TOWNHOUSE PARKING 1-8
PUBLIC PARKING 9-17

8 UNIT (A)
2 UNIT (C)
30.0 P.U.E.

15.8'
N89°33'53" E 374.05'
4756.33'
BENCH
TOA

ACCESS TO 5TH EAST NOT PERMITTED
BY CITY ENGINEER AT THIS LOCATION.

CONNECT TO EXISTING 16" WATER MAIN
WATER MAIN PARTIALLY INSTALLED BUT
NOT CURRENTLY OPERATIONAL
DEVELOPMENT OF THIS SUBDIVISION IS
CONTINGENT UPON THIS LINE BEING
COMPLETED BY OTHERS, NOT THE CITY
OF IDAHO FALLS.

1. ALLOWING STACKED PARKING IN SINGLE
CAR GARAGE UNITS, ALLOWING BOTH
GARAGE AND DRIVEWAY TO COUNTS AS
INDIVIDUAL STALLS.
2. MINIMUM 10' REAR YARD SETBACK

1. N89°13'24" E 10.68'
CURRENT ZONE = R3A
PROPOSED USE = SINGLE FAMILY ATTACHED
CAR GARAGE UNITS, ALLOWING BOTH
GARAGE AND DRIVEWAY TO COUNTS AS
INDIVIDUAL STALLS.
2. MINIMUM 10' REAR YARD SETBACK

ALL RESIDENTIAL PARKING WILL BE OFF
ROAD IN DRIVEWAYS AND GARAGES.
ADDITIONAL PUBLIC PARKING FOR
RECREATIONAL AREA = 6 SPOTS (10'X20')

PUBLIC ROADS (IF 60' ROW TYP SECTION)
PRIVATE ROADS (27' TBC TO TBC)

LEFT AND RIGHT TURN LANES OFF
OF 5TH EAST WILL BE DESIGNED IN
THE IMPROVEMENT DRAWINGS

12' P.U.E.
N88°41'42" E 328.07'

12' P.U.E.
N88°41'42" E 328.07'

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N88°41'42" E 328.07'

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12' P.U.E.
N88°41'42" E 328.07'

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 Planning and Building Division 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 Specifications and Drawings**.
- 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 Department 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 Department. The department 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 Sewer Department prior to backfilling (612-8108).
- Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-3. Contact Water Supt. (208-612-8471) to determine if meter itself is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department 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, or under the supervision of, 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 shall be installed per City of Idaho Falls Standard Drawing 600-3. Contact Water Supt. (208-612-8471) to determine if meter itself is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department warehouse (208-612-8474).
- All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities. Individual residential trash containers will be used per household.
- 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 SITE PLAN APPROVAL
Revision 10/2018

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.

AN ADDITION TO THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO

SITE PLAN CONTACT PERSON

NAME GILMORE JENKINS/CLINT JOLLEY
ADDRESS 101 S. PARK ZIP 83405
PHONE (208) 524-0212

SITE PLAN NAME AND ADDRESS (See Note #1)

FALCON CREST ESTATES

FILE NO.	21-671	DRAWN BY:	RR	DATE PLOTTED:	11/20/2023	SHEET NO.	1 of 1
SCALE:	1" = 60'	CHECKED BY:	DK	REVIEW NO.:	FINAL		







STAFF REPORT
PLANNED UNIT DEVELOPMENT (PUD)
Falcon Crest Estates
January 25, 2024



Community
Development
Services

Applicant: HLE, Inc

Project Manager:
Naysha Foster

Location: Generally,
north of Saddle Rock
Ln. east of N 5th W,
south of W 65th N,
west of N 5th E.

Size: 19.503 acres

Units: 260

Gross Density: 14
units per acre

Existing Zoning:
Site: R3
North: R1
South: County A-1
East: County A-1
West: P

Existing Land Uses:
Site: Ag
North: Vacant
South: Residential
East: Ag
West: Golf Course

**Future Land Use
Map:**
General Urban

Attachments:

1. Maps
2. Aerial photos
3. PUD and
Elevations
4. PUD Standards

Requested Action: To approve the Planned Unit Development for Falcon Crest Estates.

History: This property was annexed in February of this year with initial zoning of R3, Multiple Dwelling Residential Zone and the Approach Surface Airport Overlay Zone. Approach Surface overlay zone allows residential development. The PUD was recommended for approval by the Planning and Zoning Commission on April 19, 2022. The Planning and Zoning Commission also approved an extension in December of 2023.

Staff Comments: The proposed PUD consists of 260 total units. Each townhome will have at least a single car garage, approximately 1/3rd will have two car garages. The development is largely two-story townhomes but also includes three duplex style buildings (6 units). The PUD is required to provide five amenities and there are six proposed, a sand volleyball court, swing set, pavilion, horseshoe pit, two benches along the pathway and half-court basketball.

The proposed PUD meets the 25% landscape requirement with a total of 29.6%. Per section 11-2-6 (W)(8), the storm retention pond is included in the 25% common space calculations, because it includes an amenity.

The landscape strip contiguous to the public streets shall be 20 ft. and will include trees every 30 ft. on center and grass or other ground cover as required by the Zoning Ordinance. A 10 ft landscape strip along the private streets is also required with trees no less than 40 ft on center. The developer is planning to construct the PUD in three phases.

The allowed density in the R3 zone for residential is 35 units per gross acre when utilizing a PUD. The developer is proposing 14 units per gross acre.

In addition to the garage parking, there will be six standard parking spaces in the recreational area. The developer is asking for a **variance to allow tandem parking in the driveway outside the garage and a minimum rear setback of 10 ft.**

Staff Recommendation: The Planning and Zoning Commission recommended approval of the PUD with the condition that the developer install a fence along the existing properties along 5th East. The PUD calls for a 6-foot opaque fence to be installed around the existing residential homes. Staff and the Planning and Zoning Commission have reviewed the PUD and finds that it complies with the zoning requirements and is consistent with the development standards of the PUD. Staff and the Planning and Zoning Commission recommend approval of the PUD.

PUD Standards	Staff Comments
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of 17.421 acres. The minimum site size for a PUD shall be 2 acres. Section 11-2-6(W).
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 R3A. The R3A use and standards shall govern the project.
Unified Control:	The PUD will include a Home Owners Association.
Density: The residential density in the R3A with a PUD is 35 units per gross acre.	The allowed density would be 35 units. The developer is proposing 14 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	There is no building height restrictions in the R3A zone unless the development is contiguous to single family dwellings, in that case additional setbacks are required.
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 in the front as well as balconies per the elevations, 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 meets the twenty five percent requirement.
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 five amenities. The developer is proposing six.
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:	Construction is proposed to be completed in three phases.

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:

- (a) 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.
- (b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
- (c) Achieve a compatible land use relationship with the surrounding area.
- (d) Promote redevelopment and reuse of previously developed property.
- (e) Encourage development of vacant properties within developed areas.
- (f) Provide usable and suitably located common space, recreation facilities or other public/common facilities.
- (g) 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 ft²). 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.

Comprehensive Plan:

Table 5.11 Area 4 Housing pg. 177

Issue: Affordability and Availability

Objective: Diversity of Housing Stock

Action 1: Modify zoning in north area to allow more housing types, especially at major intersections and along major roads.



5. 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

April 19, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Margaret Wimborne (via Webex), Arnold Cantu (via Webex) George Morrison (via Webex)

MEMBERS ABSENT: Lindsey Romankiw

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Brian Stevens, Naysha Foster, Anas Almassrahy and interested citizens.

CALL TO ORDER: Joanne Denney called the meeting to order at 7:00 p.m. (Technical difficulties)

CHANGES TO AGENDA: None.

Commissioner Morrison asked to speak about misinformation that was published in the Post Register about the Commission operating quietly in the night, implying that they are doing something secretive. Morrison takes exception to that comment. Morrison stated that they do meet in the night – at 7:00 p.m. so public has time to get home from work and then come to the meeting. Morrison stated that they conform to the open meeting rules, and they are not doing anything secretive. Morrison IS NOT QUIET ... HE IS YELLING.

MINUTES: None.

Public Hearing(s):

7. PUD 22-001: PLANNED UNIT DEVELOPMENT for Falcon Crest Estates.

Denney opened the public hearing.

Applicant: Clint Jolley, 101 S. Park Ave., Idaho Falls, Idaho. Jolley stated that Falcon Crest Estates is following the Comprehensive Plan and meeting the zoning requirements of the current zone of R3A which allows for 35 units per acre, and their proposal is 14 units per acre. Jolley stated that the allowed zoning does allow them to go up and the only way to get 35 units per acre, but the applicants have chosen to do a townhome development instead. Jolley stated that the current plan has 26.5% landscape, and the requirement is 25% and they are trying to get additional parking in some of the landscape to get closer to 25% and add some parking. Jolley stated that they have adopted changes that the City has requested. Jolley stated that they will have a sand volleyball court, swing set, pavilion, horseshoe pit, benches and half-court basketball area. Jolley stated that the required landscape buffer to the adjacent houses will have a tree every 30'. Jolley stated that they are also required to build frontages with turn lane.

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

Dixon asked if they had elevations of what the 8-plex buildings would look like, as he doesn't feel that the 3-plex that is given is representative. Foster stated that they are demonstrating the façade only.

Wimborne asked what the development would look like without the PUD and what is the tradeoff for the PUD. Foster stated that without the PUD they would not be allowed to do private roads and they would not be required to meet the 25% landscape requirement or the

amenities. Foster stated that it is a give and take with the PUD as the PUD does require more landscaping, and does require amenities, but the offset would be the private streets and the gross acreage density versus net acreage density.

Wimborne asked what the net density would be for R3A. Foster stated that it would still be 35 units per acre, and because they are doing gross density it does get them a few more units.

Wimborne asked about parking, and the 6 additional parking spaces that was noted in the staff report. Wimborne asked if that is 6 additional for the entire development or 6 for each amenity area. Foster deferred to Jolley, but understands that it is 6 total, so they want to reduce the landscaping to add some parking, but that is not reflected in the site plan.

Support/Opposition:

Dan Hiatt, 6129 N 5th E, Idaho Falls, Idaho. Hiatt is near the north access road of the property. Hiatt stated that the developer came and talked to him about the development, and he had no idea that the property was being annexed, and he had no notification. Hiatt stated that the developer stopped by, and he asked if there would be an access point near his house, and they told him that nothing was going to go by his road, and it would go to the north. Hiatt stated that his bedroom would be right next to the access road. Hiatt bought the property for the privacy in the County, and now he feels that privacy is being taken away, with cars going by his bedroom. Hiatt stated that the traffic on N 5th E will be bad. Hiatt stated that they need to put a privacy noise fence around his property, so the cars with loud exhaust going through the development will be loud. Hiatt builds for a living, and he stated that any multi-family dwelling is nothing but a headache. Hiatt has dogs and wants to do horses and cow, and now maybe pigs on his property. Hiatt is upset about the lack of privacy for his property and feels the trees won't stop any noise. Hiatt built back off of N 5th E to avoid the highway noise in his house, and he doesn't want the vroom vroom cars keeping him awake and asked again for a noise privacy fence.

Mark Anderson, 6055 N 5th E, Idaho Falls, Idaho. Anderson's property is the other property near the development and the other access road will go by his house. Anderson has the same concerns as Hiatt. Anderson asked how close the houses will be to his property line and asked if that is called out in the code. Foster stated that they would have to do a 20' buffer with trees every 30' on center. Anderson stated that the trees aren't going to stop noise and asked for a fence all the way around the development to separate them from the new development. Anderson stated that they have livestock and if dogs from the development come and chase his livestock, he will shoot them. Anderson stated that when the developer came to visit Anderson, they told him that they would be single unit custom homes, as he told them he didn't want high density apartments to turn into Section 8 with less than desirable neighbors. Anderson stated that the reality is that the townhomes deteriorate, and they become rentals and they become subsidized housing. Anderson doesn't want that in his back yard. Anderson again asked for a privacy/noise fence to separate the properties from this development. Anderson stated that the developer agreed to that during their meeting. Anderson is concerned about his irrigation water that goes across the front of the property where the new road will go. Anderson stated that the water needs to be addressed. Anderson would like a barrier committed to and the irrigation water resolved before this is approved.

Tonna Hiatt, 6129 N 5th E, Idaho Falls, Idaho. Hiatt stated that Anderson's bought a year after Hiatt's. Hiatt loves her country living and asked if they will be forced to annex into the

City. Hiatt asked about the irrigation rights and wants that resolved. Hiatt stated that there is another subdivision north of this development with an access to N 5th E, this subdivision will have 2 access points to N 5th E, and another division closer to Bish's that will have another access point, and that is 4 new openings onto N 5th E, and that is a lot of traffic to deal with. Hiatt would like that considered. Hiatt stated that when the developer first came to their house, they stated that they wanted to make good relationships. Hiatt stated that they now feel like they have been lied to about a lot of things and they are struggling to believe anything.

Mark Anderson, 6055 N 5th E, Idaho Falls, Idaho. Anderson asked if the traffic impact study looks at all of the new and upcoming developments collectively, or individually, because it will impact the same road. Anderson stated that individually one development might not be bad, but you start putting 4 or 5 developments all together and that is 2-3,000 additional cars. Anderson understands that the roads will be fixed and upgraded over time, but it might be appropriate to do a graduated approach, as opposed to build everything as fast as you can and then hope to get the money for the roads later.

Applicant: Clint Jolley, 101 S. Park, Idaho Falls, Idaho. Jolley stated that the northern road near Hiatt's property doesn't extend to the Lewisville Highway, and it is only to access the units on that private drive. Jolley stated that the two access points for the development are the southern one and straight north. Jolley stated that they are going to have to reroute the ditch through the new development. Jolley stated that they will not restrict their water and they have to make sure they still get the appropriate amount of water. Jolley stated that he is not a traffic engineer, but it is his understanding that the traffic studies look at what has been proposed, so if a traffic study is required, it would look at this project, the project north of them, and if the other project east has been submitted, then it would be considered as well.

Dixon stated that when they developed South Point there were comments about City coming up against existing agricultural use. Dixon asked the applicant if they would be willing to provide fencing as well as the landscaping. Jolley deferred to the developer who will speak next.

Dixon asked for views that show 8-plexes and not 3-plexes. Dixon stated that having multiple units that look exactly the same is hard to anticipate what it will look like, and whether they are going to vary as they go across the back and front. Jolley deferred to developer.

Dixon asked how deep the driveways for the homes are. Dixon stated that there is an area that was developed with private roads and the garages are close enough to the road that you cannot park in the driveway without hanging over the sidewalk. Jolley stated that they tried to take that into account and stated that some of the driveways along the western line are long driveways, and they tried to stay around 20-22' and most cars are about 19'. Dixon asked that for a standard unit in the middle, the driveway would be long enough for a car to park without impeding the road or the sidewalk. Jolley stated that he cannot remember the exact dimension, but that is what they were trying to accomplish. Dixon asked if the 6 units is for the entire development for the entire 274 units, so the math is 1 guest parking for each 45 units. Jolley stated that all the public right of ways will have street parking. Dixon clarified that the road sections will be large enough to park without impeding traffic. Jolley clarified that for the public right of way roads they will be wide enough. Jolley stated that they are roughly 3,000 square feet over on the landscaping requirement, so 20x10 parking stall is 180 square feet, so that will get them approximately 15 more spots.

Wimborne asked if the garages are double or single car garages. Brian Crandall (developer) indicated that most of the homes have a single car garage.

Brian Crandall, Developer, 428 Shelley Ave., Shelley, Idaho. Crandall stated that they are committed to putting fence around the two homes (Crandall showed on map). Anderson asked what type of fence – Crandall stated that he would be happy to sit down and discuss. Crandall stated that they were trying to involve neighbors and make sure everyone is informed and happy. Crandall stated that Section 8 will not be in this development, and in their by-laws, they will indicate that Section 8 is not permissible. Crandall stated that the townhomes will be upscale and have amenities. Crandall stated that when he met with the neighbors they were talking about townhomes, and the zoning would allow for 35 units per acre, and they are only putting 14 per acre. Crandall stated that the farthest north road is not an access but is more like a cul-de-sac. Anderson asked if the road is going to be right near his property line or go farther south. Crandall showed that the road will have a buffer and some duplexes, and the road will be farthest to the south on the property.

Dixon asked for clarification as it states in the staff notes that each townhome has its own 2 – car garage, but now the developer is indicating that most of the townhomes are single car garages. Crandall stated that yes, most of the townhomes are single car garages. Crandall stated that 2/3 of the homes are 1 car garage, and 1/3 will have 2 car garages. Dixon asked what the parking requirement is per unit. Foster indicated that it is one parking stall per one bedroom unit, and 2 parking stalls for 2+ bedrooms. Dixon asked if their parking calculations include the garage and the driveway, or will they need a variance to do tandem parking. Foster stated that they would not need a variance to do tandem parking in a PUD. Beutler corrected Foster and indicated that they would need a variance to do tandem parking in a PUD. Dixon asked if the 2/3 of the homes are 1-bedroom townhomes and the other 1/3 are 2-bedroom townhomes. Crandall stated that the townhomes are 3-bedroom units.

Dixon asked about the calculation for the size of the runoff is based on acreage or based on the amount of hard surface. Beutler stated that the calculations are done by the engineer, based on the total development, and they would have to be addressing both the road rights of way, and any hard surfaced areas as well as the soft.

Rod Morrelly, Developer (partner). Morrelly indicated that they were always planning to put fence around the current homes, and they will make sure that the fence will accomplish what they want and give the sound barrier. Morrelly stated that in the CC&R's they will include that there will not be Section 8 accepted. Morrelly stated that any developer will have to follow the guidelines. Morrelly stated that their intent is to make these nicer higher end homes that people can afford with the current market. Morrelly stated that they could have gone 3-4 stories with apartments, but they decided to make them nice homes. Morrelly stated that they will work to get more parking in the area, as there is a need for more. Morrelly stated that was addressed 2-3 days ago, and they didn't have time to put it on the plat. Morrelly stated that they will culvert the canal.

Dixon stated that when a number of units in a condominium development exceeds 50% it becomes impossible to get a mortgage from the bank which means that after you reach the 50% tipping point, ownership is all investors and a large number of units become rentals. Dixon stated that he understands that this does not apply to townhomes and the difference is you not only own the unit, but you own the dirt that the unit sits on, whereas a condominium you only

own the unit, not the land. Dixon stated that he understands by developing townhomes, even if a number do become rentals at some point, people moving into the area, would be able to get mortgages, and so these units would presumably be more economical for first time home buyers than single family detached homes.

Morrelly stated that his background is in mortgage and Dixon is correct. Morrelly stated that Fannie Mae and Freddy Mac and FHA they do have requirements of owner home occupancy of greater than 50% and that does apply to condominiums, and townhomes are different, so the criteria are different, and the ability to obtain financing for individuals that want home ownership is easier for townhome versus condominium.

Jake Roberts, 10704 N. River Road, Idaho Falls, Idaho. Roberts is a builder in town Vantage Point Homes. Roberts has no money involved in this project. Roberts stated that the reason he is interested, is for the first-time home buyers. Roberts stated in January there were 9 homes under 400,000 in Bonneville County. Roberts stated that he paid \$58 for OSB last month, and no one can afford anything. Roberts stated that he is interested in building a product that someone can afford, as there is nothing for the first-time home buyers. Roberts lives in Osgood. Roberts stated that this has to get approved or there will never be able to have affordable housing, as a 1600 square foot home is \$600,000 currently.

Mark Anderson, 6055 N. 5th East, Idaho Falls, Idaho. Anderson asked if the commitment of the developer to put the fence in around his property, will become part of the adoption of this application. Beutler stated that if the Commission made it a condition of approval, then it would be a condition that would be required to be met. Anderson asked the Commission to make it a condition of approval. Anderson understands that people need affordable housing.

Tonna Hiatt, 6129 N 5th East, Idaho Falls, Idaho. Hiatt asked to see the picture of the townhomes (elevation drawings). Hiatt wanted clarification that when they talk about 8-plexes it is 8 in a row, or 8 condominiums that go up. Foster clarified that it is 8 in a row.

Denney closed the public hearing.

Wimborne would like to see the fence on the entrances to provide a buffer for the residents on N 5th E. Wimborne feels that this type of housing is needed in the community. Wimborne is supportive of the development. Wimborne does worry about giving up landscaping for parking. Wimborne wants the developer to work with staff when finalizing the parking details.

Dixon asked that with a PUD, with more than one bedroom, and only a one car garage, is a variance needed to do tandem parking and use the driveway as a second parking spot. Foster agreed that the developer would need to do a variance for that. Foster was not aware that they were one car garages. Foster is unsure if the overall parking number is meeting the parking requirements. Foster stated that they will look into that and make sure that it meets the minimum standards. Dixon asked where the variance for parking would occur. Foster stated that it would come back to Planning and Zoning if they cannot make parking requirements with the current plan. Beutler stated that because the PUD is a conditional use permit through the zoning code, the State Statute allows the City Council as the approving body to grant the variance as part of the conditional use permit approval. Beutler added that the Planning Commission could include that in the recommendation to the City Council, or you could ask for the developer to address the parking and address that prior to making the recommendation. Dixon stated that if they were

mute on the matter, then when it went to City Council, City Council would have to either explicitly grant or explicitly deny. Beutler agreed that City Council would need to address the parking as part of the approval process. Dixon stated that it would give staff more time to analyze the parking situation. Foster stated that at this time she cannot verify that they meet the parking requirements. Dixon feels it is important to see the 8-plex design because of what has been built by Freeman Park suggests that if you have exactly the same design on all units it does get a different appearance than if you vary the appearance. Dixon suggested to the developers to vary the appearance, and that can be made available when it goes to City Council.

Dixon feels this is a lot of density in an area. Dixon stated that because it is townhouses it is important that mortgages would be available even if some of the units are rented, so it does give an opportunity for first time home buyers.

Dixon moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Falcon Crest Estates with the inclusion of the offer by the developer to include fencing along the existing residences on N 5th East, and the improvement drawings and information that has been requested before it goes to the Mayor and City Council, Wimborne seconded the motion. Denney called for roll call vote: Dixon, yes; Cantu, yes; Morrison, yes; Wimborne, yes. The motion passed unanimously.

December 5, 2023

7:00 p.m.

Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Glen Ogden, Kristi Brower, Forrest Ihler, Marsha McDaniel, Bill Scott.

MEMBERS ABSENT: Margaret Wimborne, Scott Geddes, Dale Storer.

ALSO PRESENT: Assistant Planning Director Kerri Beutler, Planners Naysha Foster, and interested citizens.

CALL TO ORDER: Wimborne called the meeting to order at 7:00 p.m.

MINUTES: Scott moved to accept the minutes of November 14, 2023 with small modifications on members present and also present, Ihler seconded the motion. The motion passed unanimously.

Business:

4. PUD 22-002. PLANNED UNIT DEVELOPMENT. Falcon Crest Estates Extension.

Applicant: City of Idaho Falls.

Foster presented the staff report, a part of the record. Foster confirmed that nothing has changed on the PUD, there was a delay in getting utilities lined up.

Cantu moved to approve the Extension of the Planned Unit Development for Falcon Crest Estates. Scott seconded the motion. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT (PUD) OF FALCON CREST ESTATES, GENERALLY LOCATED NORTH OF SADDLE ROCK LN, EAST OF N 5TH W, SOUTH OF W 65TH N, WEST OF N 5TH E.

WHEREAS, the applicant filed an application for a Planned Unit Development on February 23, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 19, 2022 and December 5, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on January 25, 2024; 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 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 19.503 acres parcel located generally north of Saddle Rock Ln, east of N 5th W, south of W 65th N, and west of N 5th E.
3. The PUD complies with all requirements of Section 11-2-6 (W) PUD standards and the R3, Multiple Dwelling Residential Zone of the Zoning Ordinance.
4. The PUD complies with the requirements of the Approach Surface Airport Overlay Zone.
5. The PUD is consistent with the policies of the Comprehensive Plan.
6. The PUD includes variances to allow for tandem parking for some units and a 10-foot rear setback.
7. The Idaho Falls Planning and Zoning Commission recommended approval of this PUD with a condition that the developer construct a fence around the existing residential properties along N 5th E.
8. The proposed PUD shows the 6-foot opaque fence around the existing homes.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Planned Unit Development for Falcon Crest Estates.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024.

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 24-106

City Council Meeting

FROM: Wade Sanner, Director
DATE: Wednesday, January 10, 2024
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Falcon Crest Estates.

Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Falcon Crest Estates and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Falcon Crest Estates 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 Falcon Crest 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 Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Falcon Crest Estates. The Planning and Zoning Commission considered this item at its 2 August 2022, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. On 5 December 2023, the Planning and Zoning Commission approved an extension of the final plat. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

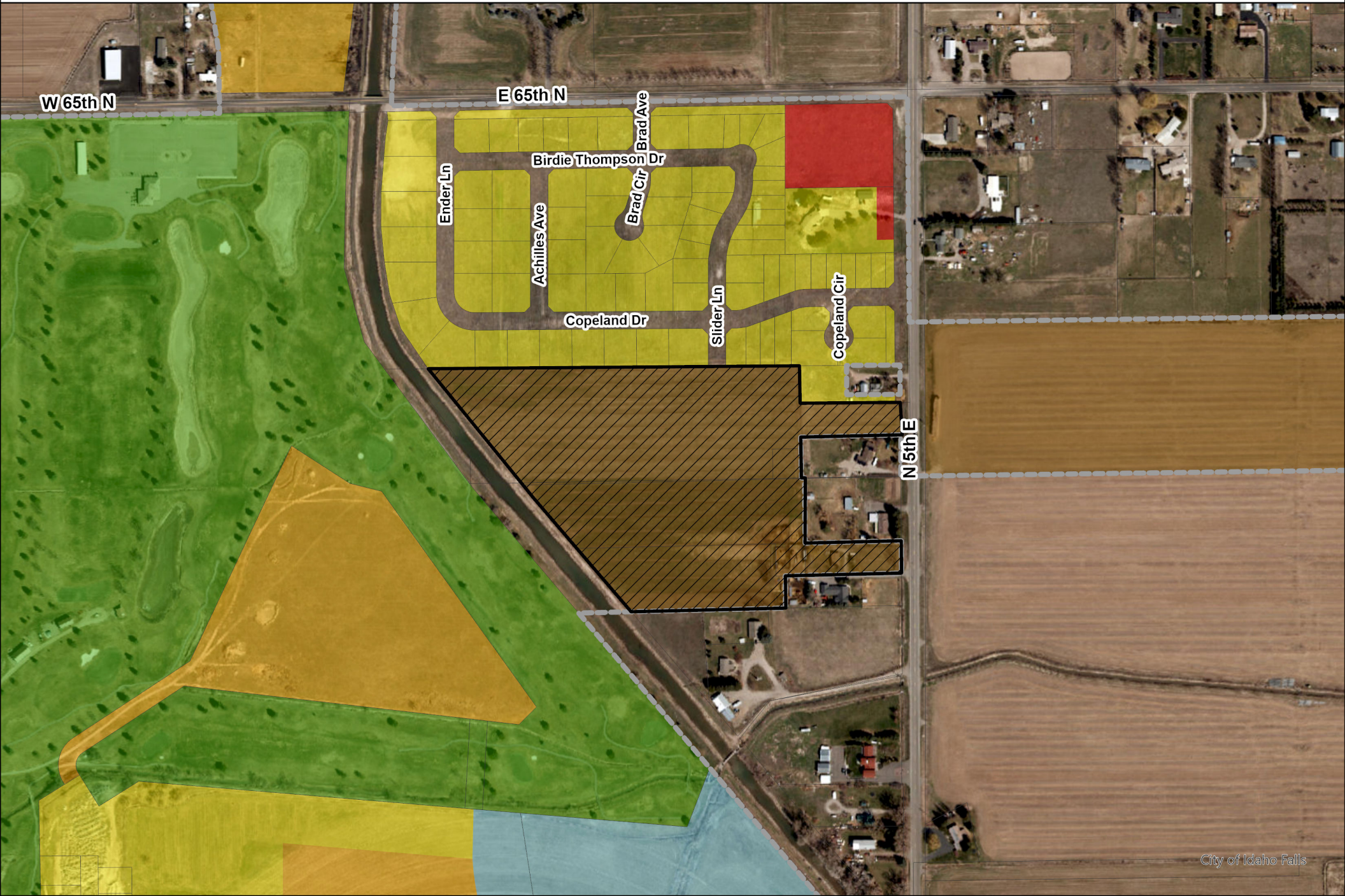
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, Engineering, and Survey Divisions.

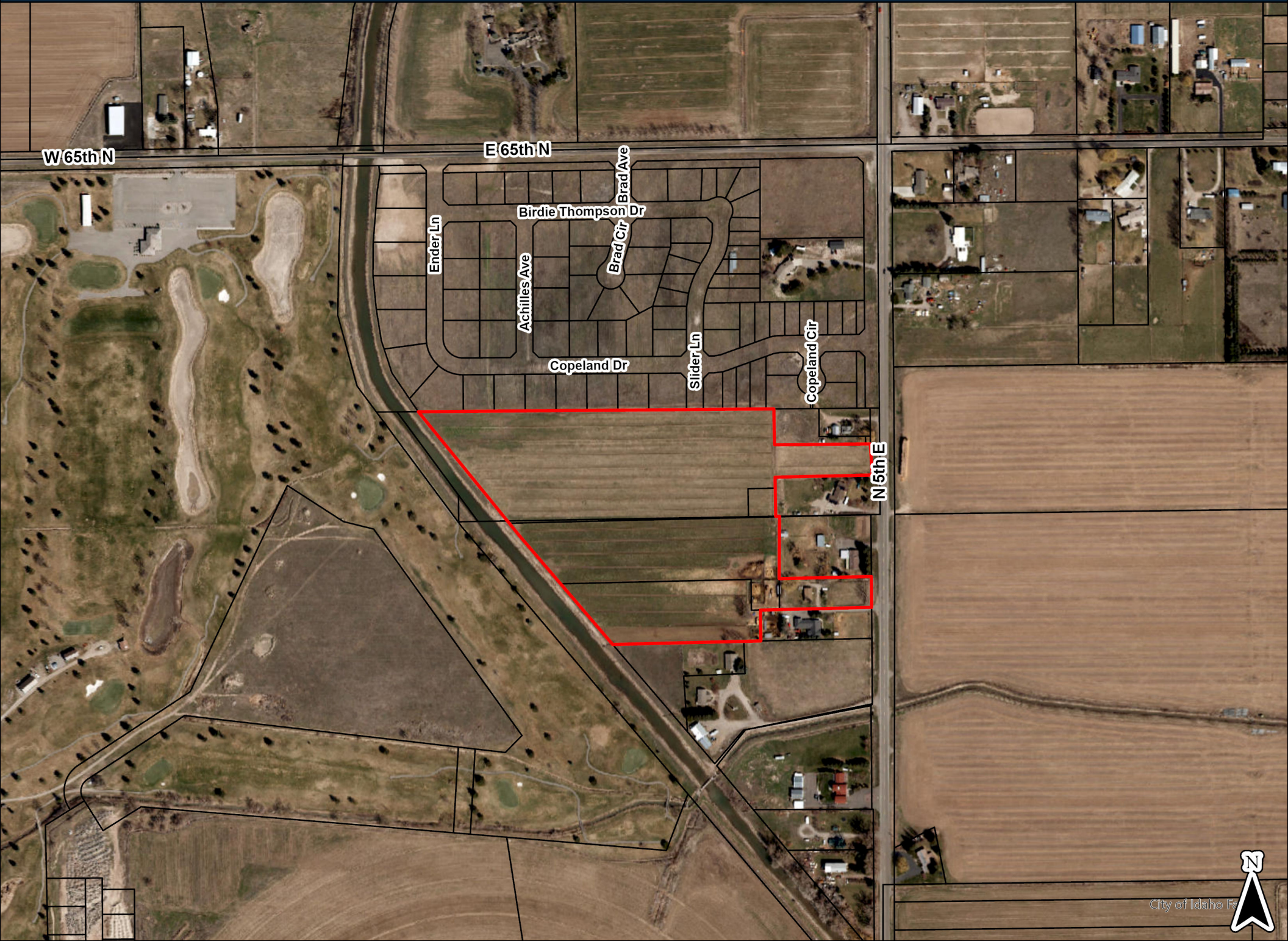
Fiscal Impact

NA

Legal Review

This application has been reviewed by the Legal Department and believes it to be consistent with applicable law.





BOUNDARY DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE N 00°27'16" W 965.95 FEET ALONG THE EAST SECTION LINE; THENCE S89°32'44" W 33.00 FEET TO THE POINT OF BEGINNING; THENCE S89°33'42" W 15.55 FEET; THENCE N45°45'43" W 28.58 FEET; THENCE S88°38'44" W 360.64 FEET; THENCE S00°27'15" E 109.95 FEET; THENCE S88°38'50" W 529.98 FEET TO THE NORTHEASTERLY BANK OF THE IDAHO CANAL; THENCE NORTHWESTERLY, ALONG SAID CANAL BANK THE FOLLOWING EIGHT (8) COURSES: 1) THENCE N39°59'41" W 182.07 FEET; 2) THENCE N40°05'34" W 157.74 FEET; 3) THENCE N40°24'50" W 162.29 FEET; 4) THENCE N41°14'42" W 22.34 FEET; 5) THENCE N39°21'50" W 50.34 FEET; 6) THENCE N39°48'13" W 229.62 FEET; 7) THENCE N39°12'32" W 165.53 FEET; 8) THENCE N38°23'23" W 107.21 FEET TO THE SOUTHERLY LINE OF TETON VIEW ESTATES, DIVISION NO. 1, (INSTRUMENT NO. 1310084); THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) THENCE N89°32'06" E 1015.24 FEET; 2) THENCE N89°33'58" E 250.90 FEET; 3) THENCE S01°02'02" E 127.33 FEET; 4) THENCE N89°33'53" E 374.05 FEET TO SAID EAST SECTION LINE OF SAID SECTION 31; THENCE S00°27'16" E 110.25 FEET ALONG SAID EAST LINE; THENCE S88°42'46" W 373.03 FEET; THENCE S01°01'03" E 139.02 FEET; THENCE N89°13'24" E 10.68 FEET; THENCE S00°25'12" E 222.07 FEET; THENCE N88°41'42" E 328.07 FEET; THENCE S00°28'23" E 130.59 FEET TO THE POINT OF BEGINNING.

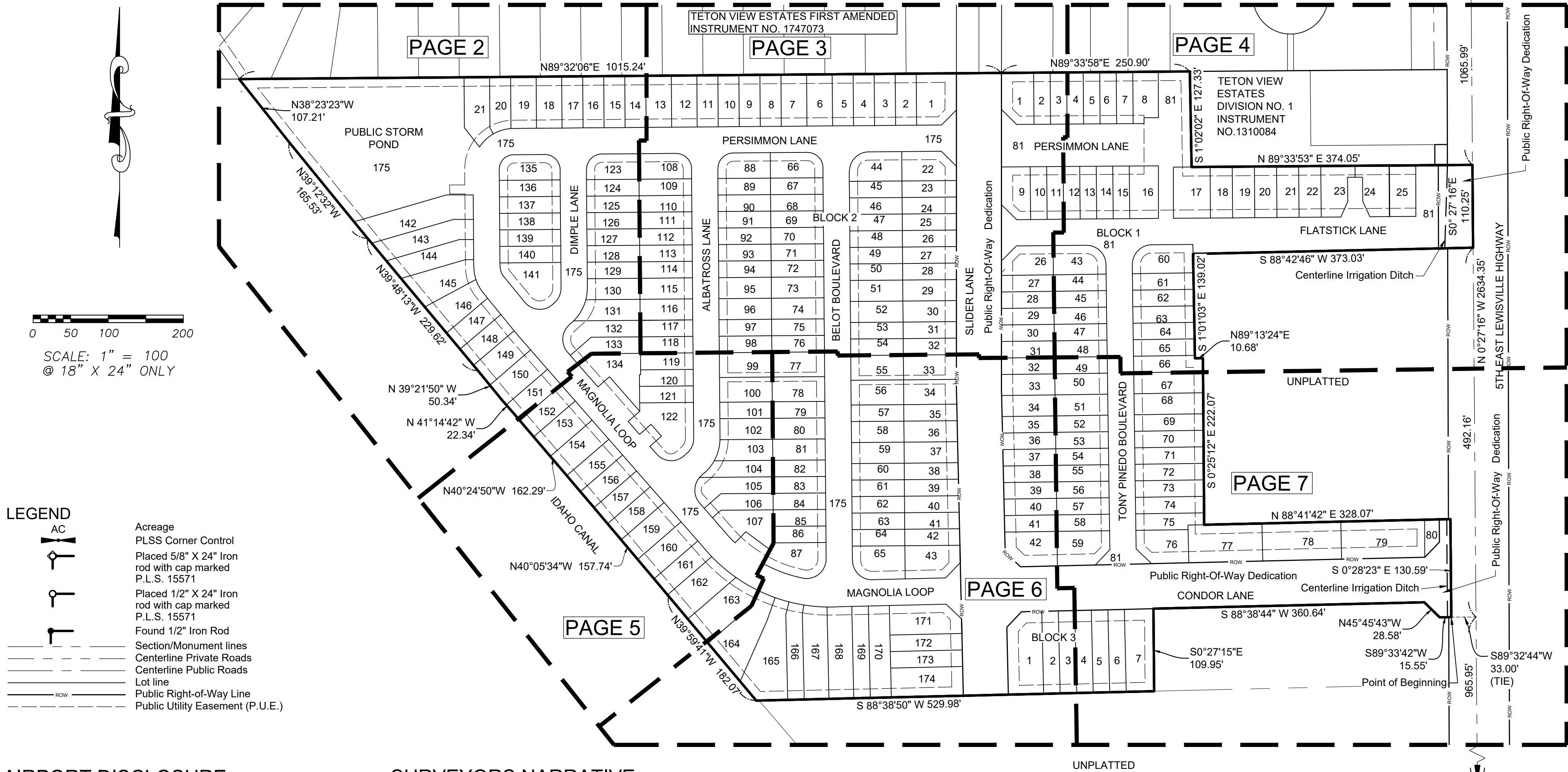
PARCEL CONTAINS 19.503 ACRES, MORE OR LESS.

FALCON CREST ESTATES
A SUBDIVISION OF
THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.

DEDICATED RIGHT-OF-WAY
2.118 ACRES

NE COR SEC 31
FOUND ILLEGIBLE
BRASS CAP
CP&F INST. NO. 1742294

30 29
31 32



LEGEND

- AC
- PLSS Corner Control
Placed 5/8" X 24" Iron
rod with cap marked
P.L.S. 15571
- Placed 1/2" X 24" Iron
rod with cap marked
P.L.S. 15571
- Found 1/2" Iron Rod
- Section/Monument lines
- Centerline Private Roads
- Centerline Public Roads
- Lot line
- Public Right-of-Way Line
- Public Utility Easement (P.U.E.)

AIRPORT DISCLOSURE

THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT OVERLAY ZONE, ENACTED MAY 9, 2019, AND ALTHOUGH LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC OVERFLIGHT MAY BE PRESENT.

NOTES

1. LOT 81, BLOCK 1 IN ITS ENTIRETY AND LOT 175, BLOCK 2 IN ITS ENTIRETY, ARE RESERVED AS A BLANKET CROSS ACCESS EASEMENT AND AS DEFINED IN THE OWNER'S DEDICATION.
2. LOT 80, BLOCK 1 WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION AND IS A PUBLIC UTILITY EASEMENT IN ITS ENTIRETY.

SURVEYORS NARRATIVE:

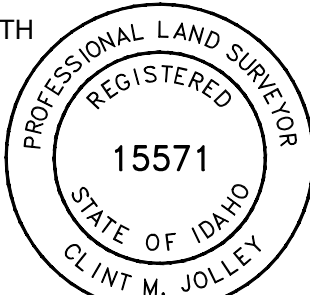
THE PURPOSE OF THIS SURVEY IS TO DIVIDE A PARCEL OF LAND INTO BLOCKS AND LOTS THE BOUNDARY WAS ESTABLISHED USING FOUND MONUMENTS FROM TETON VIEW ESTATES, DIVISION NO. 1 INSTRUMENT NUMBER 1310084 TO ESTABLISHED THE NORTH LINE. ROS INSTRUMENT NO. 765023 AND A FOUND 1/2" REBAR FOUND AT THE NW CORNER OF TRACT 2, INDICATED ON SAID SURVEY, (AS SHOWN), WAS USED TO ESTABLISH THE SOUTH LINE. ROS INSTRUMENT NO. 686783, AND ROS INSTRUMENT NO. 976825, ALONG WITH A FOUND 1/2" REBAR, (AS SHOWN), WERE USED TO ESTABLISH PORTIONS OF THE EAST BOUNDARY. DEEDS BOOK 0, PAGE 19 AND BOOK 30, PAGE 408, ALONG WITH A FOUND 1/2" REBAR ALONG A WESTERLY BOUNDARY, (AS SHOWN) AND A FOUND MONUMENT AT THE SOUTHWEST CORNER OF SAID TETON VIEW ESTATES WAS USED TO ESTABLISH THE WEST LINE. THE RIGHT OF WAY LINE ON 5TH EAST WERE ESTABLISHED BY FOUND RIGHT OF WAY MONUMENTS FROM HIGHWAY 49 PLANS. THE RETRACED RIGHT OF WAY LINES WERE PROVIDED BY THE CITY OF IDAHO FALLS. ON THE PORTION TOUCHING LEWISVILLE HIGHWAY THE NORTH PORTION IS BEING DEDICATED FROM THE SECTION LINE, WHILE THE SOUTHERLY PORTION IS 33.00' FROM THE SECTION LINE. THIS IS BASED ON THE LANGUAGE EXISTING IN THE VARIOUS VESTING DEEDS. ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS FALCON CREST ESTATES, 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.

P.L.S. 15571

E 1/4 COR SEC 31
FOUND BRASS CAP
CP&F INST. NO. 937286

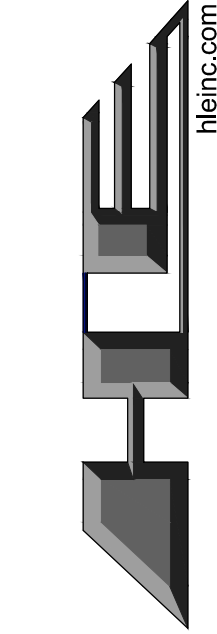


FALCON CREST ESTATES

A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.

DRAWN BY	DESIGN BY	CHECK BY
JR	HLE	CMJ
JOB NO: 2021-671		
DATE: November 2023		
REVISIONS	DATE	

SHEET NO.
1
8
OF SHEETS



CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
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800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977

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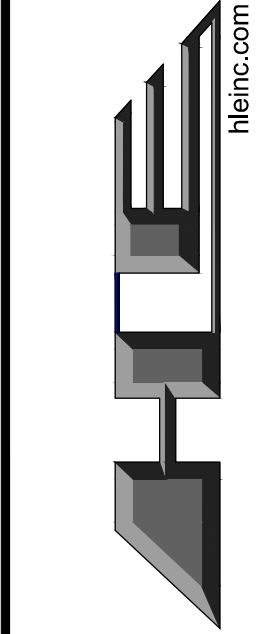
Easement Line Table		
Line #	Direction	Length
L1	N0° 27' 32"W	1.31'
L2	S89° 42' 27"W	20.23'
L3	N0° 27' 32"W	12.00'
L4	N89° 42' 27"E	20.23'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	29.85'	19.00'	90°00'00"	S44°32'28"W	26.87'
C2	57.33'	36.50'	90°00'00"	S44°32'28"W	51.62'
C3	25.71'	54.00'	27°16'33"	N46°28'34"E	25.46'
C4	24.79'	54.00'	26°18'02"	N73°15'52"E	24.57'
C5	2.95'	54.00'	3°07'36"	N87°58'41"E	2.95'
C6	32.20'	20.50'	89°59'37"	N45°27'43"W	28.99'
C7	32.20'	20.50'	90°00'23"	N44°32'17"E	28.99'
C8	16.12'	61.00'	15°08'39"	N7°06'25"E	16.08'
C9	32.93'	61.00'	30°55'38"	N30°08'34"E	32.53'
C10	40.84'	26.00'	90°00'00"	N3°49'24"E	36.77'
C11	41.73'	26.00'	91°57'10"	S85°12'01"E	37.39'
C12	12.85'	19.00'	38°45'54"	S19°50'29"E	12.61'
C13	24.70'	36.50'	38°45'54"	S19°50'29"E	24.23'
C14	19.80'	54.00'	21°00'26"	S28°43'13"E	19.69'
C15	16.74'	54.00'	17°45'29"	S9°20'16"E	16.67'
C16	22.37'	26.00'	49°17'18"	N24°10'45"E	21.68'
C17	37.42'	43.50'	49°17'18"	N24°10'45"E	36.28'
C49	3.42'	61.00'	3°13'01"	N47°12'54"E	3.42'

- LEGEND**
- AC
 - PLSS Corner Control
 - Placed 5/8" X 24" Iron rod with cap marked P.L.S. 15571
 - Placed 1/2" X 24" Iron rod with cap marked P.L.S. 15571
 - Found 1/2" Iron Rod
 - Section/Monument lines
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 - Public Utility Easement (P.U.E.)

0 15 30 60

SCALE: 1" = 30'
@ 18" X 24" ONLY



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CGE	HLE	CMJ
JOB NO: 2021-671		
DATE: November 2023		
REVISIONS		DATE

FALCON CREST ESTATES

A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO

PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.

SHEET NO.
2

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OF SHEETS

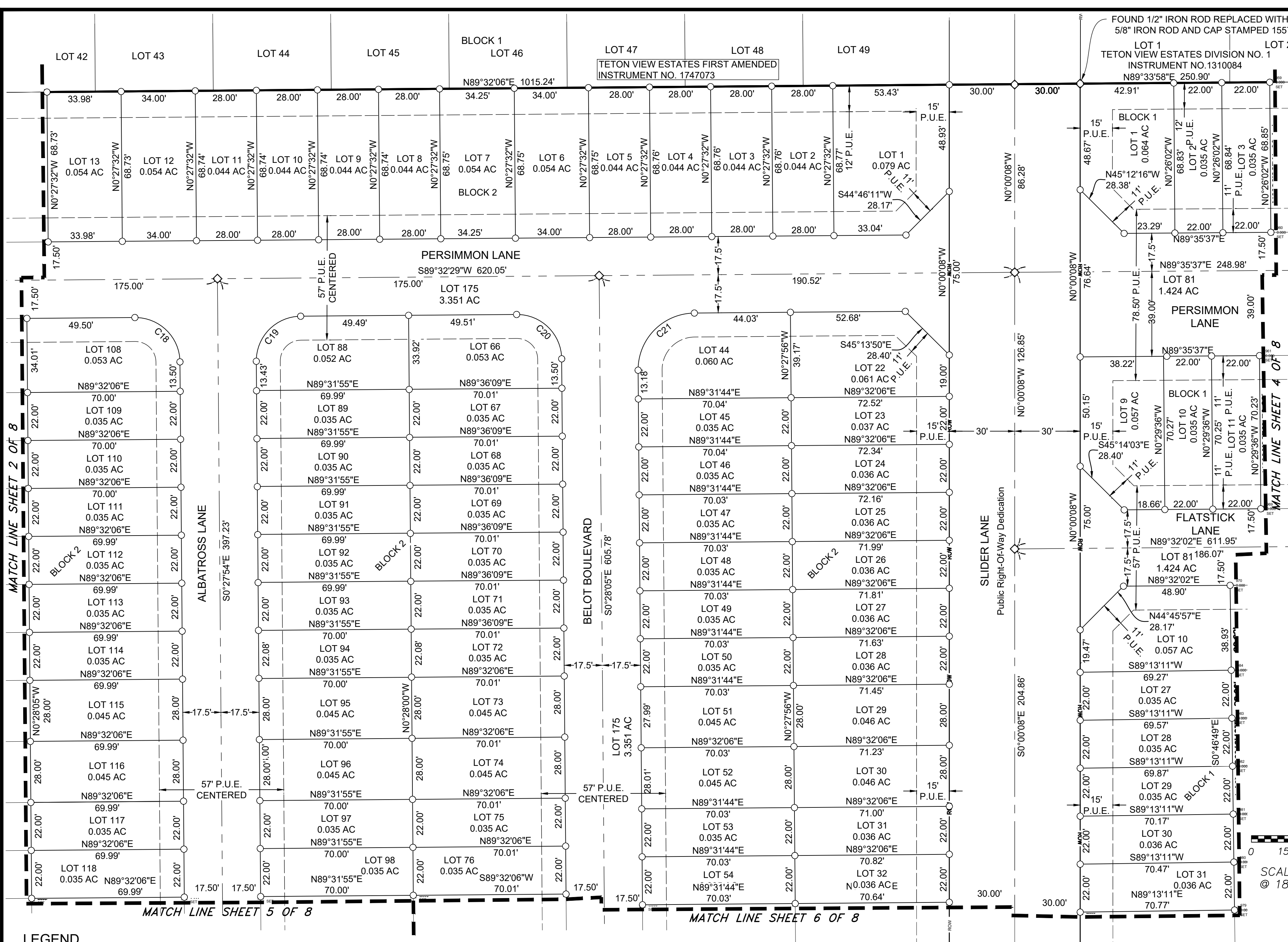
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LEGEND

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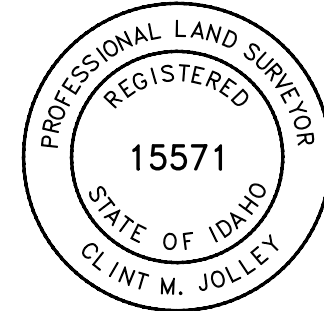
Centerline Public Roads

Lot line

Public Right-of-Way Line

Public Utility Easement (P.U.E.)

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C18	32.20'	20.50'	89°59'37"	S45°27'43"E	28.99'
C19	32.20'	20.50'	90°00'23"	S44°32'17"W	28.99'
C20	32.20'	20.50'	89°59'26"	N45°27'40"W	28.99'
C21	40.84'	26.00'	90°00'34"	N44°32'12"E	36.77'



SCALE: 1" = 30'
@ 18" X 24" ONLY

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DESIGN BY HLE
CHECK BY CMJ

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DATE

FALCON CREST ESTATES

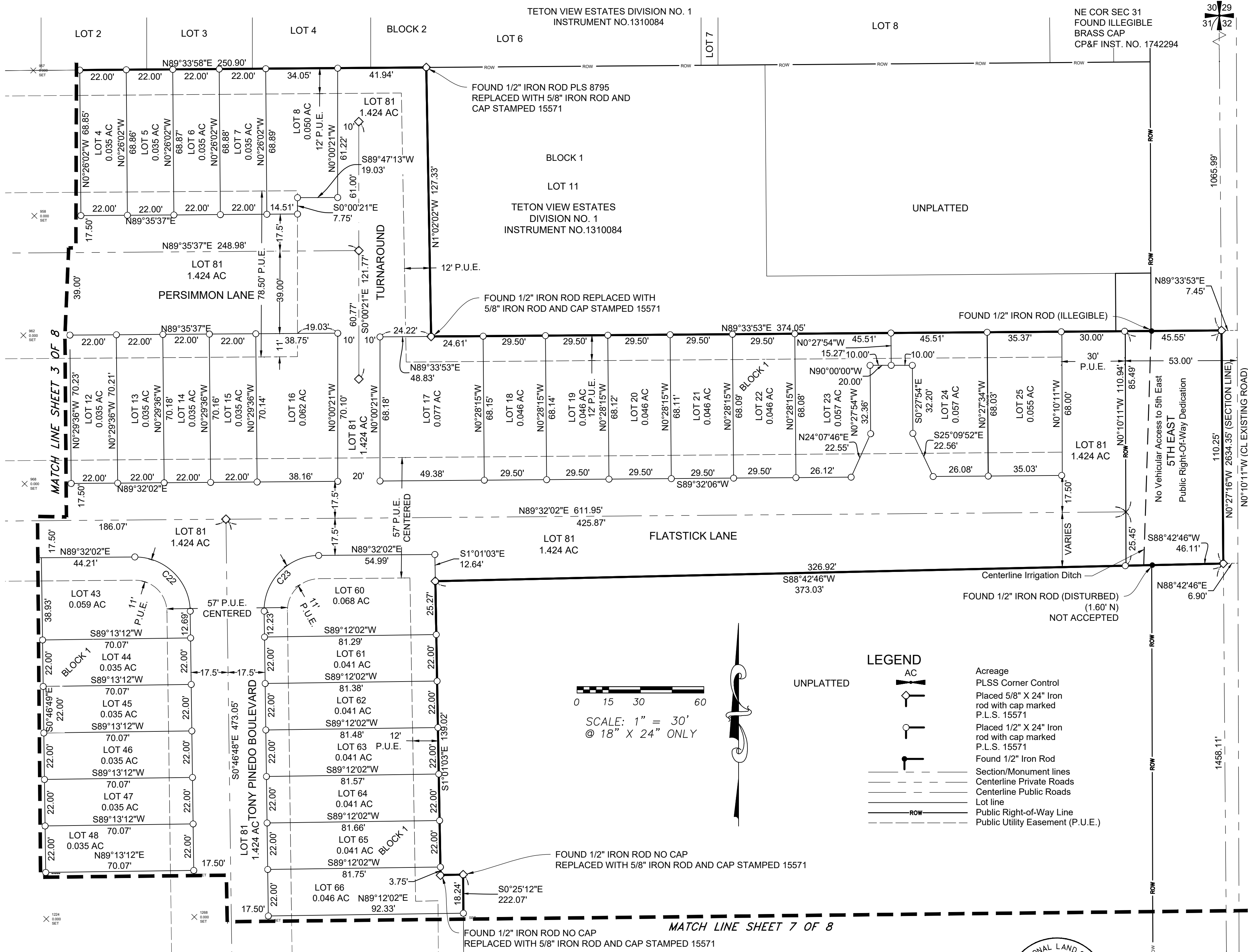
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BONNEVILLE COUNTY, IDAHO
PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.

SHEET NO.
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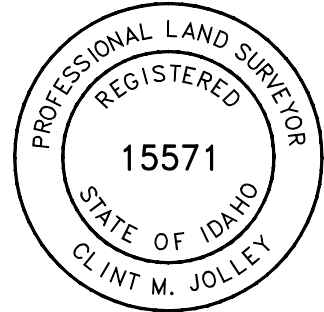
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Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C22	40.70'	26.00'	89°41'09"	S45°37'23"E	36.67'
C23	40.98'	26.00'	90°18'51"	S44°22'37"W	36.87'



E 1/4 COR SEC 31
FOUND BRASS CAP
CP&F INST. NO. 937286

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CGE

DESIGN BY
HLE

CHECK BY
CMJ

JOB NO: 2021-671

DATE: November 2023

REVISIONS

DATE

FALCON CREST ESTATES

A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO

PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.

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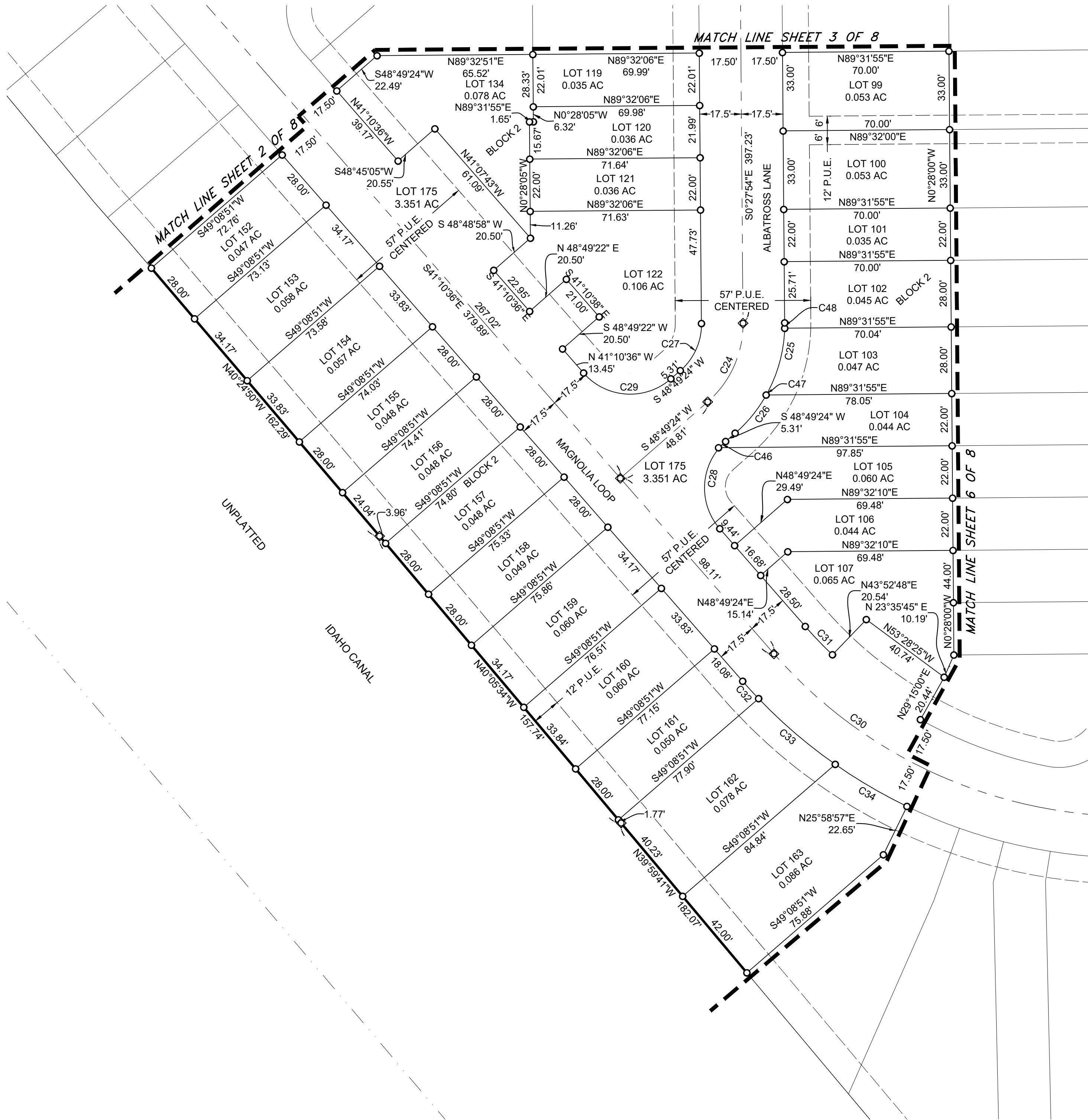
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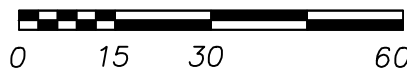


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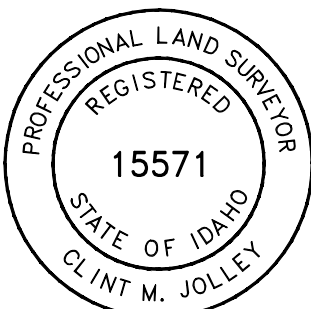
- AC
- PLSS Corner Control
- Placed 5/8" X 24" Iron rod with cap marked P.L.S. 15571
- Placed 1/2" X 24" Iron rod with cap marked P.L.S. 15571
- Found 1/2" Iron Rod
- Section/Monument lines
- Centerline Private Roads
- Centerline Public Roads
- Lot line
- Public Right-of-Way Line
- Public Utility Easement (P.U.E.)

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C24	37.42'	43.50'	49°17'18"	N24°10'45"E	36.28'
C25	29.41'	61.00'	27°37'17"	S15°29'46"W	29.12'
C26	20.78'	61.00'	19°31'00"	S39°03'54"W	20.68'
C27	22.37'	26.00'	49°17'18"	S24°10'45"W	21.68'
C28	37.16'	26.00'	81°53'03"	S0°14'05"E	34.08'
C29	40.84'	26.00'	90°00'00"	N86°10'36"W	36.77'
C30	175.15'	200.00'	50°10'40"	S66°15'56"E	169.61'
C31	16.50'	182.50'	5°10'49"	S43°46'01"E	16.50'
C32	9.93'	217.50'	2°36'56"	S42°29'04"E	9.93'
C33	42.54'	217.50'	11°12'22"	S49°23'42"E	42.47'
C34	34.98'	217.50'	9°12'55"	S59°36'20"E	34.94'
C46	3.68'	26.00'	8°06'57"	S44°45'55"W	3.68'
C47	29.41'	61.00'	27°37'17"	S15°29'46"W	29.12'
C48	2.29'	61.00'	2°09'02"	S0°36'36"W	2.29'



SCALE: 1" = 30'
@ 18" X 24" ONLY



FALCON CREST ESTATES

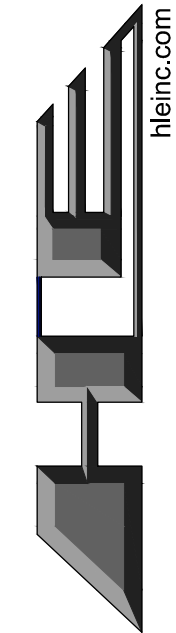
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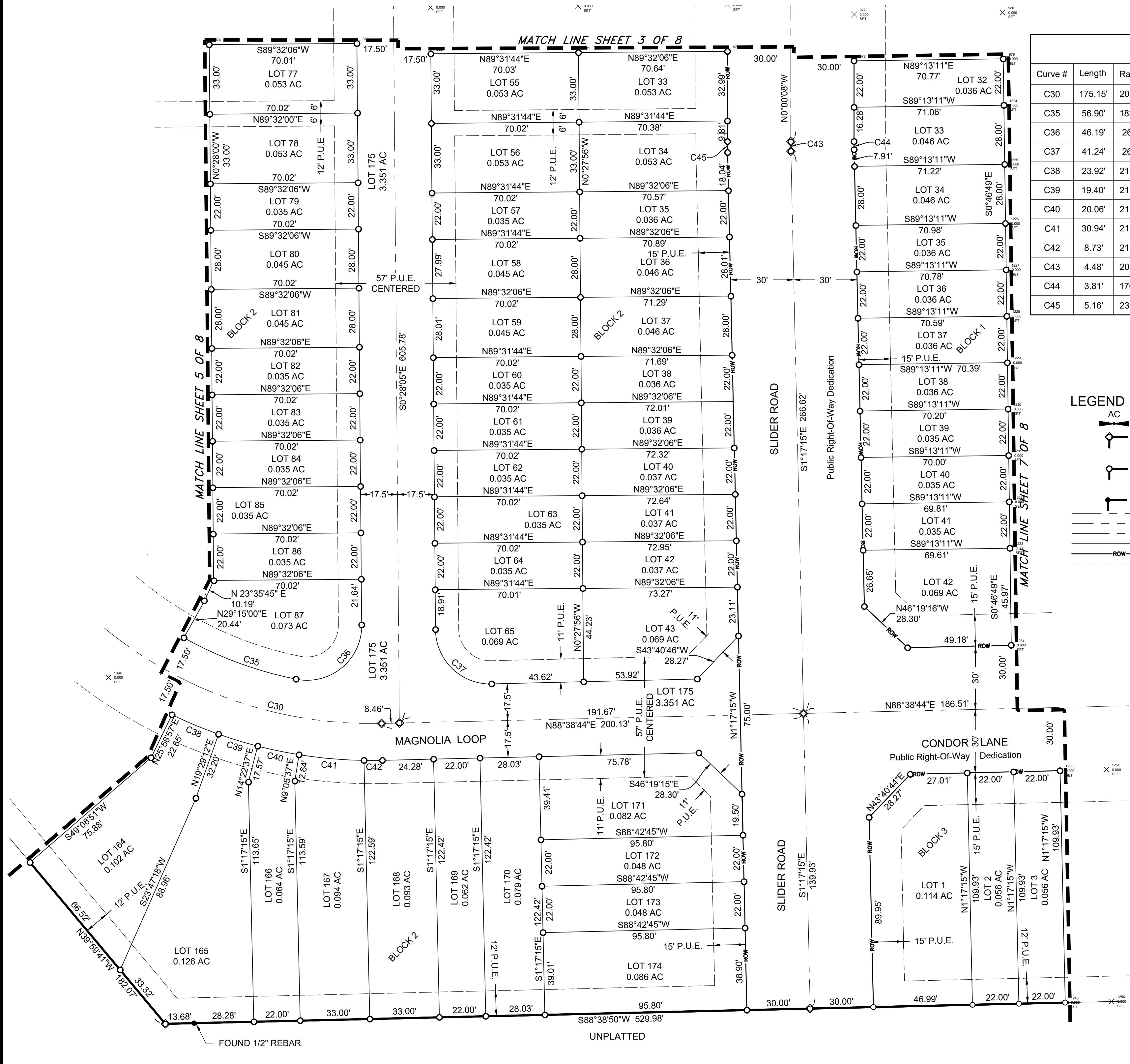
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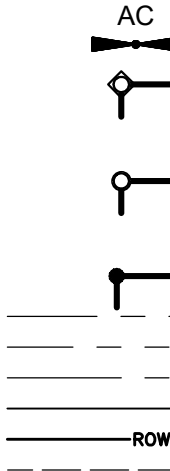
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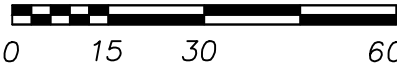
Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C30	175.15'	200.00'	50°10'40"	S66°15'56"E	169.61'
C35	56.90'	182.50'	17°51'44"	S69°45'23"E	56.67'
C36	46.19'	26.00'	101°46'51"	N50°25'20"E	40.35'
C37	41.24'	26.00'	90°53'11"	N45°54'41"W	37.05'
C38	23.92'	217.50'	6°18'00"	S67°21'48"E	23.90'
C39	19.40'	217.50'	5°06'36"	S73°04'06"E	19.39'
C40	20.06'	217.50'	5°17'00"	S78°15'53"E	20.05'
C41	30.94'	217.50'	8°08'57"	S84°58'52"E	30.91'
C42	8.73'	217.50'	2°17'55"	N89°47'42"E	8.73'
C43	4.48'	200.00'	1°17'00"	S0°38'38"E	4.48'
C44	3.81'	170.00'	1°17'00"	S0°38'38"E	3.81'
C45	5.16'	230.00'	1°17'00"	S0°38'38"E	5.16'

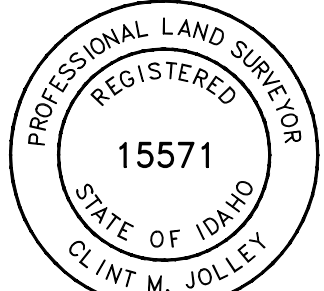
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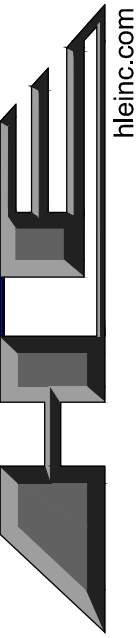
Acreage
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Placed 1/2" X 24" Iron rod with cap marked P.L.S. 15571
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SCALE: 1" = 30'
@ 18" X 24" ONLY



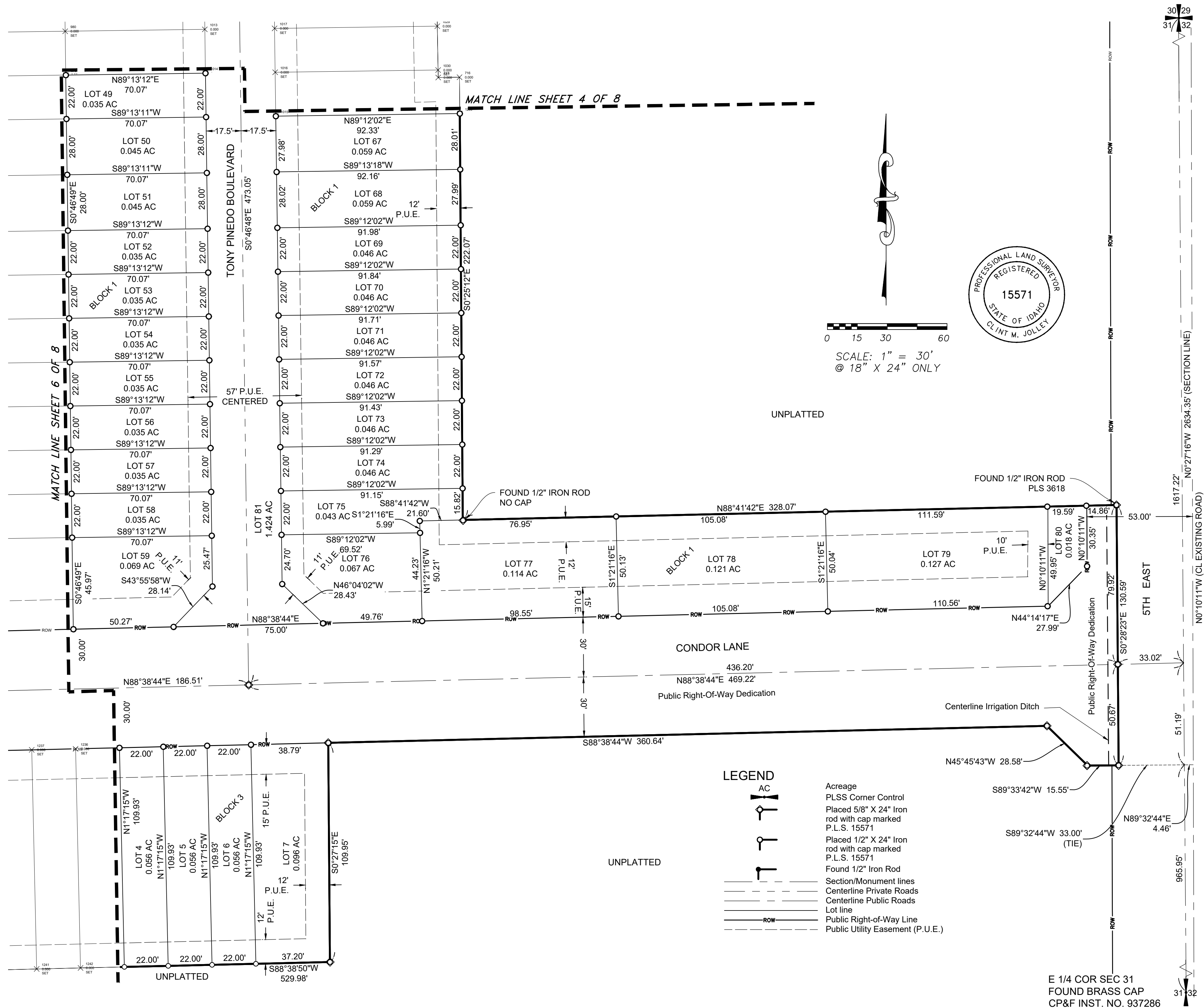
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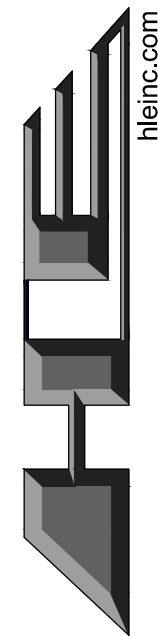
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FALCON CREST ESTATES
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.



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SHEET NO.

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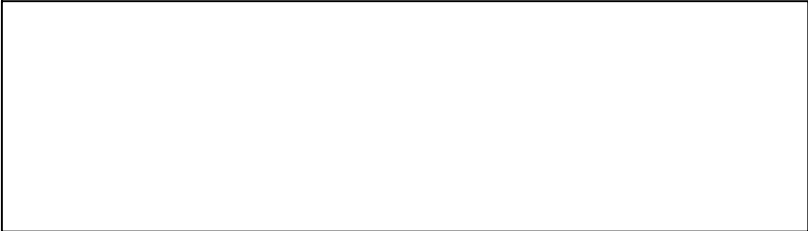
CANAL RIGHT-OF-WAY

ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF-WAY DEFINED BY I.C. §42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN, UNDER, UPON OR OVER THE AREA, TO ENSURE THAT ANY SUCH ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, FALCON CREST ESTATES, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

DATE
BONNEVILLE COUNTY RECORDER



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

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: _____ INSTRUMENT NO. _____

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS ____DAY OF _____, 20____.

MAYOR
CITY ENGINEER
KENT J. FUGAL, PE 9247
CITY CLERK
CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

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 THAT IT COMPLIES WITH I.C. §50-1305.

DATE: _____
BONNEVILLE COUNTY SURVEYOR
DAVID DOUGLAS ROMRELL, PLS 12223

AIRPORT DISCLOSURE

THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT OVERLAY ZONE, ENACTED MAY 9, 2019, AND ALTHOUGH LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC OVERFLIGHT MAY BE PRESENT.

FLOOD PLAIN DESIGNATION

ZONE C, PER COMMUNITY-PANEL NUMBER 160027 0065 C WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1981

FALCON CREST ESTATES
A SUBDIVISION OF
THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE NE 1/4 OF SECTION 31, T. 3 N., R. 38 E.B.M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, TRACTS OF LAND, LLC., A UTAH 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 FALCON CREST ESTATES 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 DOES HEREBY GRANT AND CONVEY TO LOTS 1-80 OF BLOCK 1, AND LOTS 1-175 OF BLOCK 2, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON LABELED AS LOT 81, BLOCK 1, AND LOT 176, BLOCK 2; THE SAID PRIVATE CROSS-ACCESS EASEMENTS ARE GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, PARKING, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS LOT 81, BLOCK 1, AND LOT 176, BLOCK 2 AS A CROSS-ACCESS EASEMENT (CAE).

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES 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, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S 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, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON THE ROADWAY AND TURN AROUND PORTIONS SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW ON THE ROADWAY AND TURN AROUND PORTIONS PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES 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, PERMITEES 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, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS 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 SEAL AND SIGNATURE THIS ____DAY OF _____, 202____.

TRACTS OF LAND, LLC., A UTAH LIMITED LIABILITY COMPANY

ROD MORLEY - MANAGER

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS ____DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROD MORLEY, KNOWN OR IDENTIFIED TO ME, TO BE A MANAGER OF THE LIMITED LIABILITY COMPANY OF TRACTS OF LAND, 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 _____
RESIDING AT: _____
COMMISSION EXPIRATION 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 SIGNATURE THIS ____DAY OF _____, 20____.

TRACTS OF LAND, LLC., A UTAH LIMITED LIABILITY COMPANY

ROD MORLEY - MANAGER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF 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.

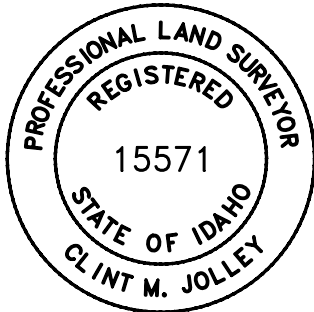
EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS
DATE:

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS FALCON CREST ESTATES, 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.

P.L.S. 15571_____



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JOB NO: 2021-671		
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SHEET NO.
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OF SHEETS

STAFF REPORT
FINAL PLAT
Falcon Crest Estates
January 25, 2024



Community
Development
Services

Applicant: HLE Engineering

Project Manager: Naysha Foster

Location: Generally, north of Saddle Rock Lane, east of Sage Lakes Golf Course, south of Copeland Dr, west of N 5th E

Size: 19.503 acres

Lots: 263

Average Lot Size:
0.045 acres or 2,092 square ft

Existing Zoning:

Site: R3

North: R1

South: County A-1

East: County A-1

West: P

Existing Land Uses:

Site: Agricultural

North: Vacant

South: Residential

East: Agricultural

West: Golf Course

Future Land Use Map:

General Urban

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 Falcon Crest Estates.

History: This property was annexed in February 2022 with an initial zoning of R3, Multiple Dwelling Residential. A Planned Unit Development was recommended for approval by the Planning and Zoning Commission back in April. The Planning and Zoning Commission heard and recommended approval of the final plat in August 2023. An extension for the plat was approved in December 2023.

Staff Comments: This final plat consists of 19.503 acres. There are 263 lots, with 3 common lots. Unbuildable lots include storm pond, amenities related to the PUD, and private streets. All the lots are consistent with the Zoning Code when developed as a PUD with single family attached dwellings.

There will be two dedicated 60 ft rights-of-way, Slider and Condor Lanes. Slider Lane runs north-south to connect to future development and the Condor Lane runs east-west to N 5th E. The rest of the streets will be privately owned and maintained. Thirty units may be constructed prior to a secondary access. The secondary access is planned to go north through Teton View Estates and out to E 65th N. Therefore, this will be constructed in at least three phases. The density allowed in the R3 zone is 35 units per gross acre with a planned unit development. The development will consist of 14 units per acre.

Staff Recommendation: Staff and the Planning and Zoning Commission have reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance when developed as a PUD. Staff and the Planning and Zoning Commission recommend 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.	N/A PUD
Residential lots do not have direct access to arterial streets.	N/A
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.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Slider and Condor Lanes - Local 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:**11-3-3: Purposes of Residential Zones**

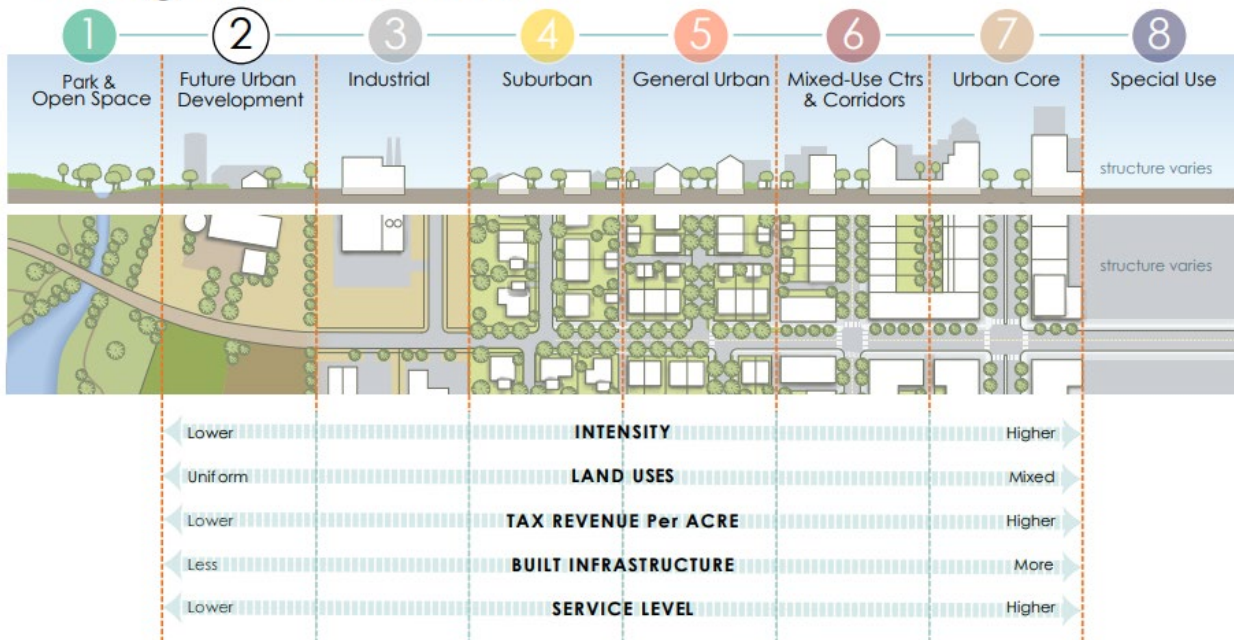
R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections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

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.**Table 11-3-1: Standards for Residential Zones**

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

Comprehensive Plan:

ImagineITF Transects



5. 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

August 2, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Glen Ogden, Margaret Wimborne, George Morrison, Arnold Cantu.

MEMBERS ABSENT: Brent Dixon, Kristi Brower, Lindsey Romankiw.

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: Ogden moved to accept the minutes of July 5, 2022, Morrison seconded the motion and the motion passed unanimously.

Business:

4. PLAT 22-024: FINAL PLAT. Final Plat for Falcon Crest Estates.

Applicant: Clint Jolley, HLE, 101 Park Ave., Idaho Falls, Idaho. Jolley stated that Falcon Crest Estates was brought to P&Z for a PUD that was approved. Jolley stated that it is zoned R3 that allows 35 units per acre, and they are at 14 units per acre. Jolley stated that they are working with City staff to continue Condor Lane as a public right of way and have Slider Lane connect to Teton Butte Estates. Jolley stated that going west they will have private roadways with the PUD concept.

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

Jolley added that if they get the fire access through Teton Butte Estates like they are hoping for, they would like to develop in one phase, but until they get the secondary fire access, they are restricted to 30 units.

Wimborne clarified that the second access is farther east or will there be an access into the neighborhood on the other side. Jolley stated that Slider goes north to Teton Butte Estates which goes out to Lewisville Highway.

Morrison stated that it looks like it is going on as they initially presented.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Falcon Crest Estates, as presented, Ogden seconded the motion. Denney called for roll call vote: Morrison, yes; Wimborne, yes; Ogden, yes; Cantu, yes. The motion passed unanimously.

December 5, 2023

7:00 p.m.

Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Glen Ogden, Kristi Brower, Forrest Ihler, Marsha McDaniel, Bill Scott.

MEMBERS ABSENT: Margaret Wimborne, Scott Geddes, Dale Storer.

ALSO PRESENT: Assistant Planning Director Kerri Beutler, Planners Naysha Foster, and interested citizens.

CALL TO ORDER: Wimborne called the meeting to order at 7:00 p.m.

MINUTES: Scott moved to accept the minutes of November 14, 2023 with small modifications on members present and also present, Ihler seconded the motion. The motion passed unanimously.

Business:

5. PLAT 22-024: FINAL PLAT. Final Plat for Falcon Crest Estates Extension.

Applicant: City of Idaho Falls.

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

Brower moved to approve the extension of the Final Plat for Falcon Crest Estates. Cantu seconded the motion. The motion passed unanimously.

No agenda items for January. No meeting in January.

Ogden would like to have some training. Beutler stated that they look for input from the Commission on topics, general workflows, what things are being looked at, etc. so they get a bigger picture of who sees the application before the Commission sees it. Revisit past applications and how they went and how they would like them to go. Ogden felt concern about an item from last month and would like to discuss in a training session. They are looking for a mid-January meeting and Ann will send out dates. Ogden asked to possibly elect officers in the mid-January meeting.

Idaho APA is doing some surveys, and they want responses from planning commissions response. Beutler asked them to respond to the link.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FALCON CREST ESTATES, LOCATED GENERALLY NORTH OF SADDLE ROCK LN, EAST OF SAGE LAKES GOLF COURSE, SOUTH OF COPELAND DR, WEST OF N 5TH E.

WHEREAS, the applicant filed an application for a final plat on June 22, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 2, 2022 and December 5, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on January 25, 2024; 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 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 final plat is a 19.503 acre parcel located generally north of Saddle Rock Ln, east of Sage Lakes Golf Course, south of Copeland Dr, and west of N 5th E.
3. The property is currently zoned R3, Multiple Dwelling Residential.
4. The final plat consists of 263 total lots.
5. The final plat complies with the requirements of both the Subdivision and Zoning Ordinance of the City of Idaho Falls with a PUD, Planned Unit Development.
6. The final plat is consistent with the policies of the City of Idaho Falls Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____ 2024

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
FALCON CREST ESTATES

This DEVELOPMENT AGREEMENT FALCON CREST ESTATES (“AGREEMENT”), made this _____ day of _____, 2023, 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 TRACTS OF LAND, LLC, (“DEVELOPER”), whose mailing address is 321 North County Boulevard, Unit B, American Fork, Utah 84003.

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. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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.

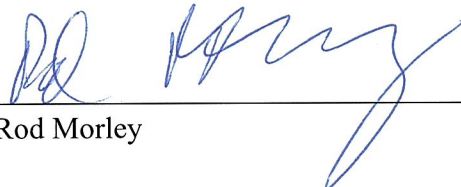
ATTEST:

CITY OF IDAHO FALLS, IDAHO

Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

FALCON CREST ESTATES, LLC

By  _____
Rod Morley

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2023, 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 UTAH)
) ss:
County of UTAH)

On this 12th day of DECEMBER, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Rod Morley known or identified to me to be an authorized signator 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 developer.

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



[Signature]

Notary Public of Utah

Residing at: OREM, UT

My Commission Expires: 11/8/27

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
FALCON CREST ESTATES

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE N 00°27'16" W 965.95 FEET ALONG THE EAST SECTION LINE; THENCE S89°32'44"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE S89°32'42"W 15.55 FEET; THENCE N45°45'43"W 28.58 FEET; THENCE S88°38'44"W 360.64 FEET; THENCE S00°27'15"E 109.95 FEET; THENCE S88°38'50"W 529.98 FEET TO THE NORTHEASTERLY BANK OF THE IDAHO CANAL; THENCE NORTHWESTERLY, ALONG SAID CANAL BANK THE FOLLOWING EIGHT (8) COURSES; 1) THENCE N39°59'41"W 182.07 FEET; 2) THENCE N40°05'34"W 157.74 FEET; 3) THENCE N40°24'50"W 162.29 FEET; 4) THENCE N41°14'42"W 22.34 FEET; 5) THENCE N39°21'50"W 50.34 FEET; 6) THENCE N39°48'13"W 229.62 FEET; 7) THENCE N39°12'32"W 165.53 FEET; 8) THENCE N38°23'23"W 107.21 FEET TO THE SOUTHERLY LINE OF TETON VIEW ESTATES, DIVISION NO. 1, (INSTRUMENT NO. 1310084); THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES; 1) THENCE N89°32'06"E 1015.24 FEET; 2) THENCE N89°33'58"E 250.90 FEET; 3) THENCE S01°02'02"E 127.33 FEET; 4) THENCE N89°33'53"E 374.05 FEET TO SAID EAST SECTION LINE OF SAID SECTION 31; THENCE S00°27'16"E 110.25 FEET ALONG SAID EAST LINE; THENCE S88°42'46"W 373.03 FEET; THENCE S01°01'03"E 139.02 FEET; THENCE N89°13'24" E 10.68 FEET; THENCE S00°25'12"E 222.07 FEET; THENCE N88°41'42"E 328.07 FEET; THENCE S00°28'23"E 130.59 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 19.503 ACRES, MORE OR LESS.

EXHIBIT "B"
SPECIAL CONDITIONS

FALCON CREST ESTATES

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 5th East. Subdivision access to 5th East shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

S.C. 3.00 5th East Turn Lane Improvements. DEVELOPER is completing turn lane improvements as required to the approaches to the Subdivision from 5th East per the Improvement Drawings.

S.C. 4.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Nineteen Thousand Three Hundred Dollars and Five Cents (\$19,300.05; 6,127 square yards at \$3.15 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 5.00 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. 6.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots 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 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. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 7.00 Water Line Connection in 5th East. CITY agrees to allow DEVELOPER to connect to the water main planned to be located in 5th East, subject to DEVELOPER's payment of the water main connection fees in the amount of Eleven Thousand One Hundred Ten Dollars and Ten Cents (\$11,110.10; 241 ft currently at \$46.10 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of Idaho Falls 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 City Code Sections. No Building permits

shall be issued for Falcon Crest Estates until the water main in 5th East is installed and accepted by CITY.

DEVELOPER acknowledges that all water main improvements installed in public right-of-way along 65th North and 5th East for Teton View Estates Subdivision need to be completed and accepted by CITY prior issuance of building permits.

S.C. 8.00 Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's sole expense, be responsible for the design and construction of Two Thousand Five Hundred and Forty feet (2,540') of eighteen-inch (18") sanitary sewer main line outside of this Subdivision plat from the intersection of 65th North and Brad Avenue running East along 65th North (895') and then south along 5th East (1645') as shown on the improvement plans subject to the approval of CITY Engineer. DEVELOPER shall be responsible for the design and construction, at DEVELOPER's sole expense, all sewer 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 sewer mains and appurtenances have been constructed in accordance with such Specifications. No Building permits shall be issued for Falcon Crest Estates until the sewer main in 65th North, west of Brad Avenue (2590') and the lift station, are accepted by CITY and is functional to CITY Sewer System.

DEVELOPER acknowledges that improvements for sewer main in 65th North and the lift station for Teton View Estates Development need to be completed and accepted by CITY prior to issuance of building permits.

CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the twelve-inch (12") main line which exceeds the costs of materials for an eight-inch (8") sewer main line constructed within 5th East and 65th North, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 9.00 Reimbursement of Sanitary Sewer Lines. Upon connection of sanitary sewer service to any property owned by any person other than DEVELOPER and fronting upon that portion of sanitary sewer which DEVELOPER has constructed outside of this Subdivision, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all sewer main connection charges collected by CITY from the owners of such property, pursuant to Section 8-1-23(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any sewer main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.



Memorandum

File #: 24-111

City Council Meeting

FROM: Wade Sanner, Director
DATE: Tuesday, January 16, 2024
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 .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East.

Council Action Desired

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

1. Approve the Ordinance annexing .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East, assign a Comprehensive Plan Designation of "Mixed-Use Center and Corridors", and under a suspension of the rules requiring three complete and separate readings, 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 .258 acres in the SE ¼ of Section 23, 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 CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 14, 2023, meeting and unanimously voted to recommended approval of the annexation with initial zoning of CC.

Alignment with City & Department Planning Objectives



Successful annexation consideration seeks for consistency with the principles of the Comprehensive Plan, including Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The annexation legal description has been reviewed for accuracy by the Public Works Survey Division.

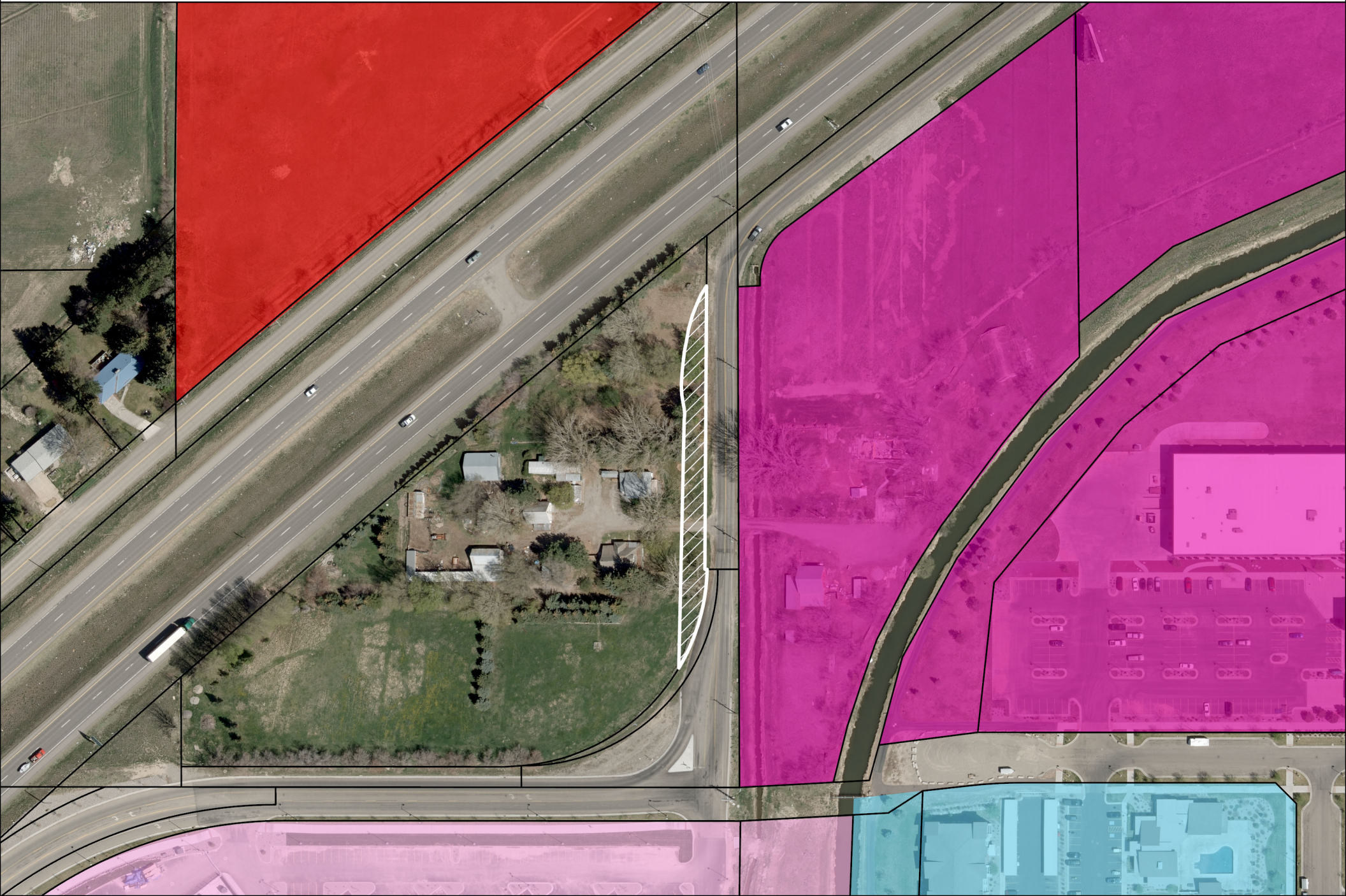
Fiscal Impact

NA

Legal Review

This application and ordinance have been reviewed by the Legal Department for consistency with state statutes.

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



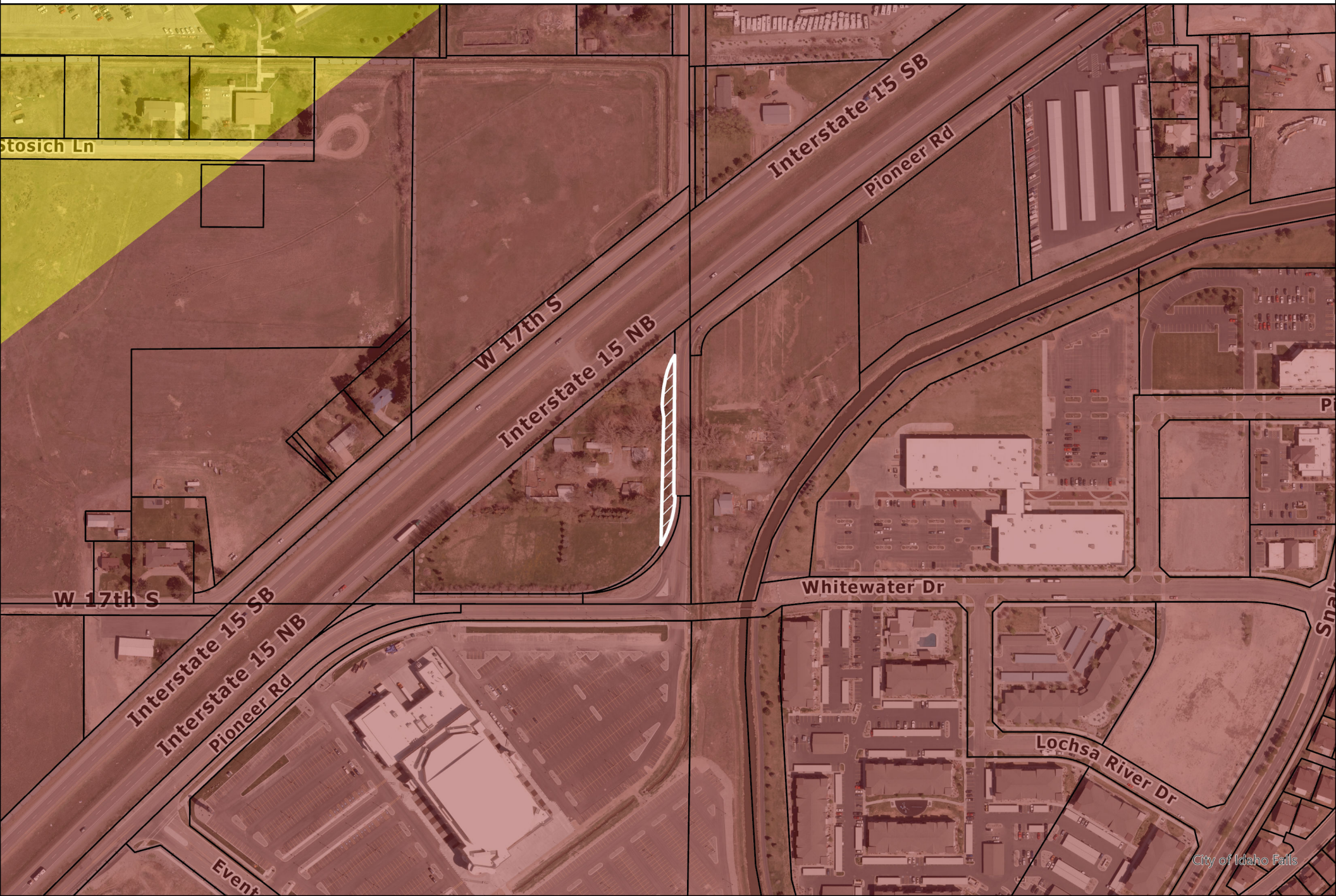


Aerial

ANNX23-005 Initial Zoning CC with Airport Overlay



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



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



STAFF REPORT
APPROXIMATELY .258 ACRES IN THE SOUTHEAST
QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE
37 EAST. ANNEXATION AND INITIAL ZONING OF CC,
CENTRAL COMMERCIAL WITH CONTROLLED
DEVELOPMENT AIRPORT OVERLAY ZONE.



Community
Development
Services

January 25, 2024

Applicant:
Reeve and Associates

Project Manager:
Brian J. Stevens

Location:
Generally located north of
Pioneer Rd, east of
Interstate 15, south of
Interstate 15, west of
Pioneer Rd.

Size:
Approx. 0.258 acres.

Zoning:
Existing: County
North: LC
South: HC
East: CC
West: County

Proposed Zoning: CC

Existing Land Uses:
Site: Residential
North: Interstate
South: Event
Center
East: Vacant
West: Residential

Future Land Use Map:
Mixed Use Centers and
Corridors

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

Requested Action: To approve the annexation and initial zoning of CC, Central Commercial, with the airport overlay of controlled development.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of the CC Zone with the Airport Overlay.

Annexation: This is a Category “A” annexation as it is requested by the property owner. The property is inside the Area of Impact and is contiguous to city limits along its north, east, and south Boundary. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.

Initial Zoning: The proposed zoning is CC.

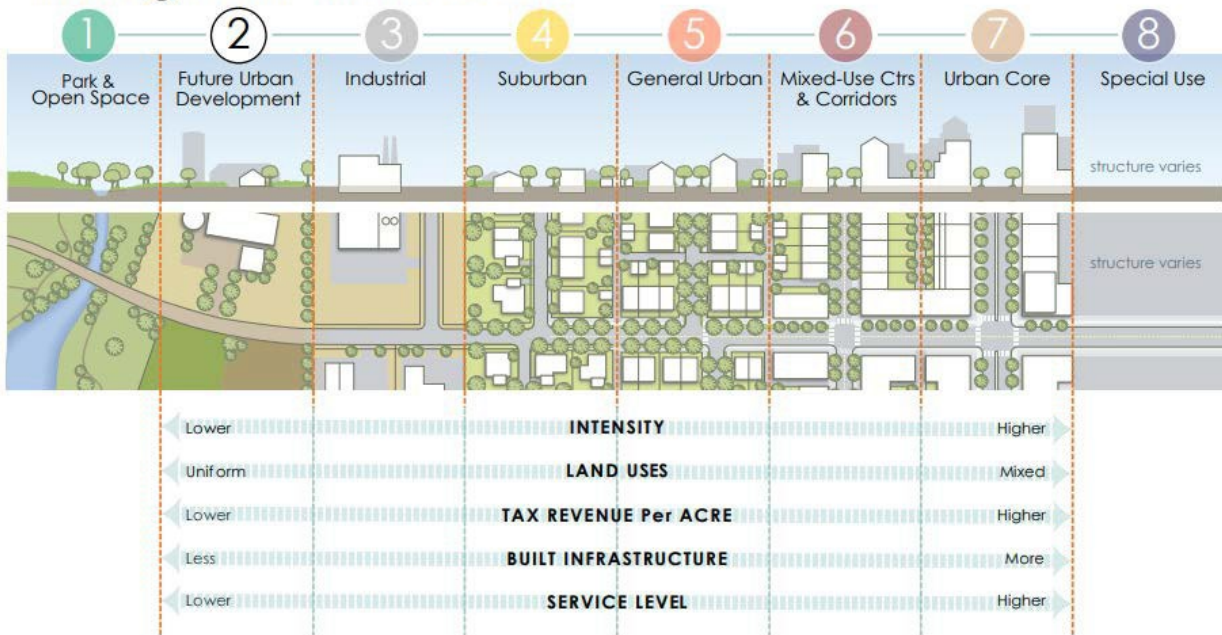
Initial Overlays: The proposed Airport Overlay is Controlled Development.

Staff Comments: This property is situated inside of the Area of Impact and is contiguous to city limits. This Annexation will allow for the improvements to Pioneer Road by providing additional right-of-way. Improvements to Pioneer Road are necessary for the completion of the city street improving travel to and from the event center.

Comprehensive Plan Land Use Transects:

Pg 60-70

ImagineIT 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 1st Street corridors, Intersection of 65th South and 5th 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.

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

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
Setbacks – Minimum in ft.				
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.				

November 14, 2023

7:00 p.m.

Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Kristi Brower, Forrest Ihler, Bill Scott, Margaret Wimborne Ogden, Forrest Ihler, Bill Scott, Glen Ogden.

MEMBERS ABSENT: Marsha McDaniel, Scott Geddes, Arnold Cantu, Dale Storer.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Planners David Peterson, Naysha Foster, David Peterson, Brian Stevens and interested citizens.

CALL TO ORDER: Wimborne called the meeting to order at 7:00 p.m.

MINUTES: Ogden moved to accept the minutes of October 4, 2023, Scott seconded the motion. The motion passed unanimously.

Public Hearing (s):

1. ANNEX 23-005: ANNEXATION/INITIAL ZONING OF CC.

Wimborne opened the public hearing.

Applicant: Reeve and Associates. No one appeared.

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

Ogden confirmed that the reason is to widen the road. Stevens indicated that the adjacent zoning is CC and if the applicant failed to widen the road and it stayed as County road section the CC zone would be a guide to the larger parcel. The City is required by State Law to put a zone on the property.

Support/Opposition: No one appeared in support or opposition.

Wimborne closed the public hearing.

Ihler is glad it is being annexed so both sides are annexed.

Ihler moved to recommend to the Mayor and City Council approval of the Annexation of .258 acres in the southeast quarter of section 23, Township 2 North, Range 37 East, with initial zoning of CC with Controlled Development Airport Overlay Zone. Scott seconded the motion. Wimborne called for roll call vote: Brower, yes; Ihler, yes; Scott, yes; Wimborne, yes; Ogden, 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 0.258 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 _____, _____.

Rebecca L. Noah Casper, Mayor

ATTEST:

Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, CORRIN WILDE, 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 0.258 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.”

Corrin Wilde, City Clerk

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

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

BEGINNING AT A POINT BEING 143.19 FEET NORTH 00°12'17" WEST ALONG THE SECTION LINE AND 71.45 FEET SOUTH 89°47'43" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 00°54'18" EAST 293.93 FEET; THENCE NORTH 05°50'32" WEST 46.28 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 387.25 FEET, AN ARC LENGTH OF 75.77 FEET, A DELTA ANGLE OF 11°12'41", A CHORD BEARING OF NORTH 09°35'55" EAST, AND A CHORD LENGTH OF 75.65 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 388.26 FEET, AN ARC LENGTH OF 45.85 FEET, A DELTA ANGLE OF 06°46'00", A CHORD BEARING OF NORTH 23°58'49" EAST, AND A CHORD LENGTH OF 45.83 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3487; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°32'36" EAST 151.01 FEET; (2) SOUTH 02°02'59" WEST 37.99 FEET; (3) SOUTH 00°13'58" WEST 150.34 FEET; (4) SOUTH 89°50'02" EAST 2.82 FEET; AND (5) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 123.11 FEET, A DELTA ANGLE OF 29°23'24", A CHORD BEARING OF SOUTH 15°56'45" WEST, AND A CHORD LENGTH OF 121.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,223 SQUARE FEET OR 0.258 ACRES.

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



SOUTH QUARTER CORNER OF
SECTION 24, TOWNSHIP 2
NORTH, RANGE 37 EAST BOISE
MERIDIAN, U.S. SURVEY, FOUND
BRASS CAP MONUMENT

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 0.258 IN THE SE1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST ACRES GENERALLY LOCATED NORTH OF PIONEER RD, EAST OF INTERSTATE 15, SOUTH OF INTERSTATE 15, WEST OF PIONEER RD.

WHEREAS, the applicant filed an application for annexation on September 12, 2023; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 14, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on January 25, 2024; 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 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 consistent with the City of Idaho Falls Comprehensive Plan.
3. The property is approximately 0.258 acres generally located north of Pioneer Rd, east of Interstate 15, south of Interstate 15, west of Pioneer Rd.
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. The annexation is consistent with the City of Idaho Falls Comprehensive Plan.
8. Annexation of the property will allow for improvements to Pioneer Road by providing additional right-of-way.
9. Idaho Falls Planning and Zoning Commission recommended approval of annexation as presented.

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 _____, 2024

Rebecca L. Noah Casper - Mayor

File #: 24-112

City Council Meeting

FROM: Wade Sanner, Director
DATE: Tuesday, January 16, 2024
DEPARTMENT: Community Development Services

Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East.

Council Action Desired

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

1. Approve the Ordinance establishing the initial zoning for CC, Central Commercial 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 CC, Central Commercial 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 CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for .258 acres in the SE ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 14, 2023 meeting and unanimously voted to recommended approval of the annexation with initial zonings of CC with the Controlled Development Airport Overlay Zone 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

N/A

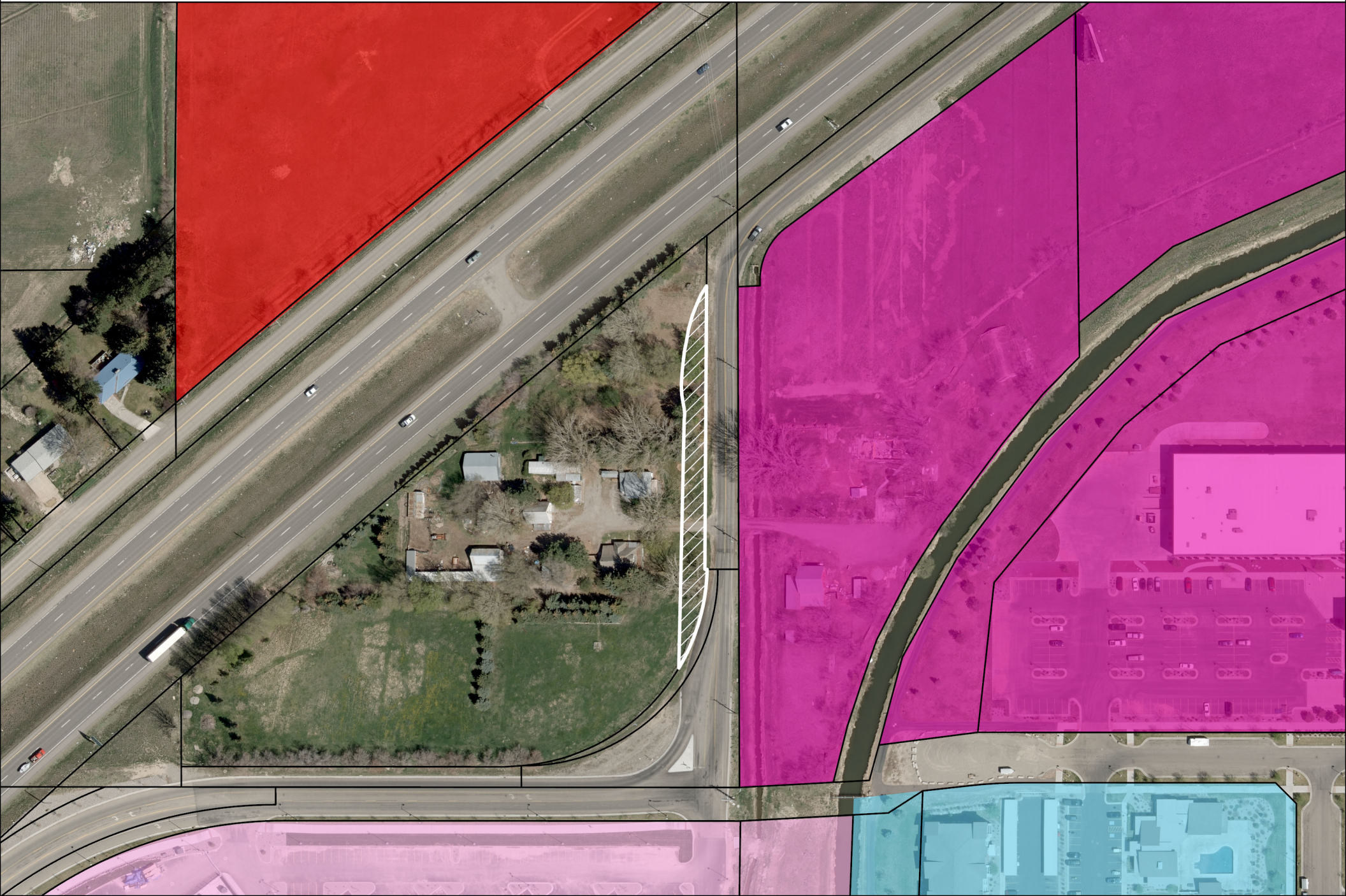
Fiscal Impact

N/A

Legal Review

These actions have been reviewed by the Legal Department pursuant to applicable State statute.

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



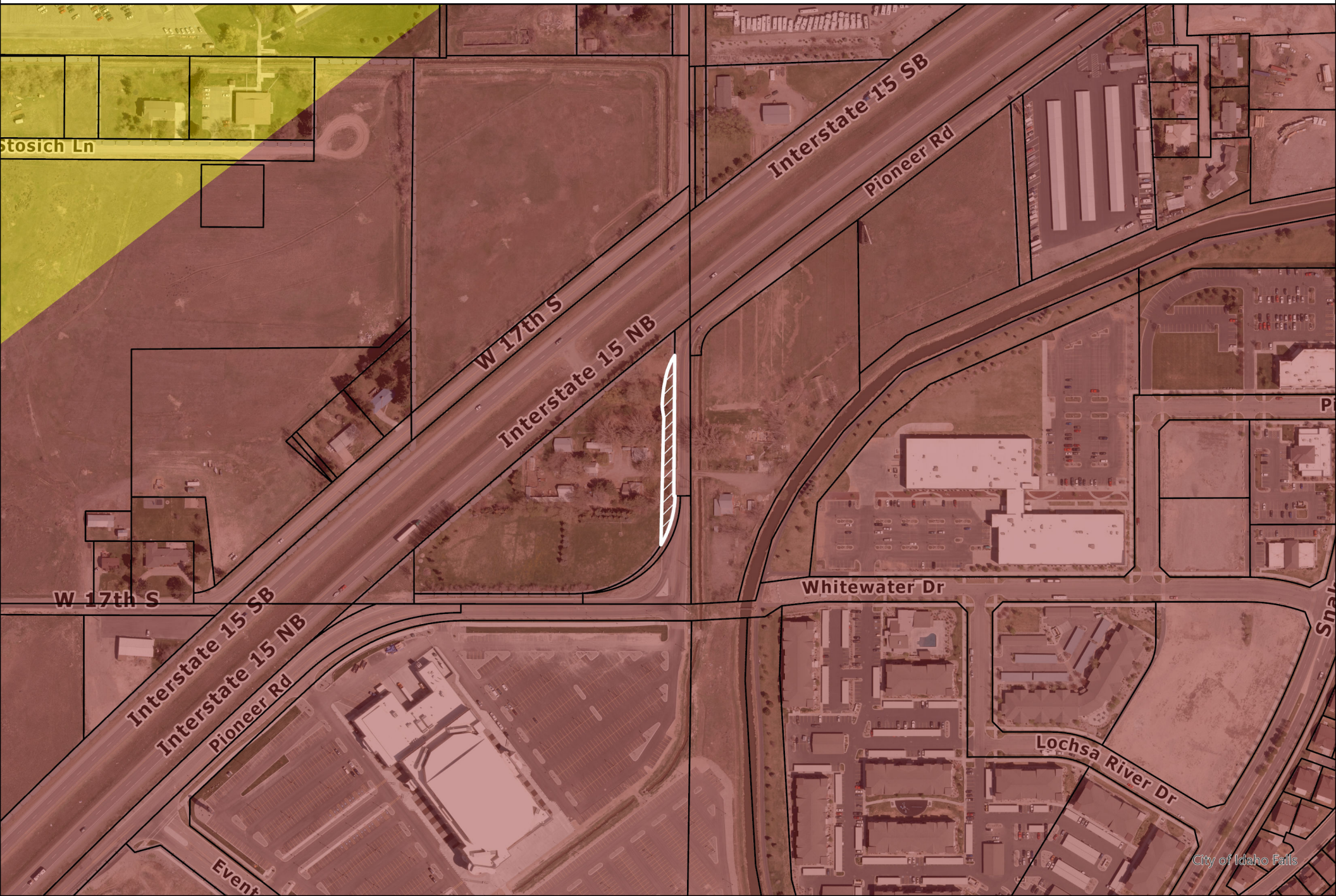


Aerial

ANNX23-005 Initial Zoning CC with Airport Overlay



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



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



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 0.258 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS CC ZONE; WITH THE AIRPORT OVERLAY OF CONTROLLED DEVELOPMENT, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is Central Commercial, CC Zone with the Controlled Development Airport Overlay 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 November 14, 2023, and recommended approval of zoning the subject property to CC; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on January 25, 2024.

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 with the Controlled Development Airport Overlay Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “CC ” with the Controlled Development Airport Overlay 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, 380 Constitution Way.

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 _____, _____.

CITY OF IDAHO FALLS, IDAHO

ATTEST:

Rebecca L. Noah Casper, Mayor

Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 0.258 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS CC ZONE; WITH THE AIRPORT OVERLAY OF CONTROLLED DEVELOPMENT, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Corrin Wilde, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

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

BEGINNING AT A POINT BEING 143.19 FEET NORTH 00°12'17" WEST ALONG THE SECTION LINE AND 71.45 FEET SOUTH 89°47'43" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 00°54'18" EAST 293.93 FEET; THENCE NORTH 05°50'32" WEST 46.28 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 387.25 FEET, AN ARC LENGTH OF 75.77 FEET, A DELTA ANGLE OF 11°12'41", A CHORD BEARING OF NORTH 09°35'55" EAST, AND A CHORD LENGTH OF 75.65 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 388.26 FEET, AN ARC LENGTH OF 45.85 FEET, A DELTA ANGLE OF 06°46'00", A CHORD BEARING OF NORTH 23°58'49" EAST, AND A CHORD LENGTH OF 45.83 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3487; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°32'36" EAST 151.01 FEET; (2) SOUTH 02°02'59" WEST 37.99 FEET; (3) SOUTH 00°13'58" WEST 150.34 FEET; (4) SOUTH 89°50'02" EAST 2.82 FEET; AND (5) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 123.11 FEET, A DELTA ANGLE OF 29°23'24", A CHORD BEARING OF SOUTH 15°56'45" WEST, AND A CHORD LENGTH OF 121.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,223 SQUARE FEET OR 0.258 ACRES.

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



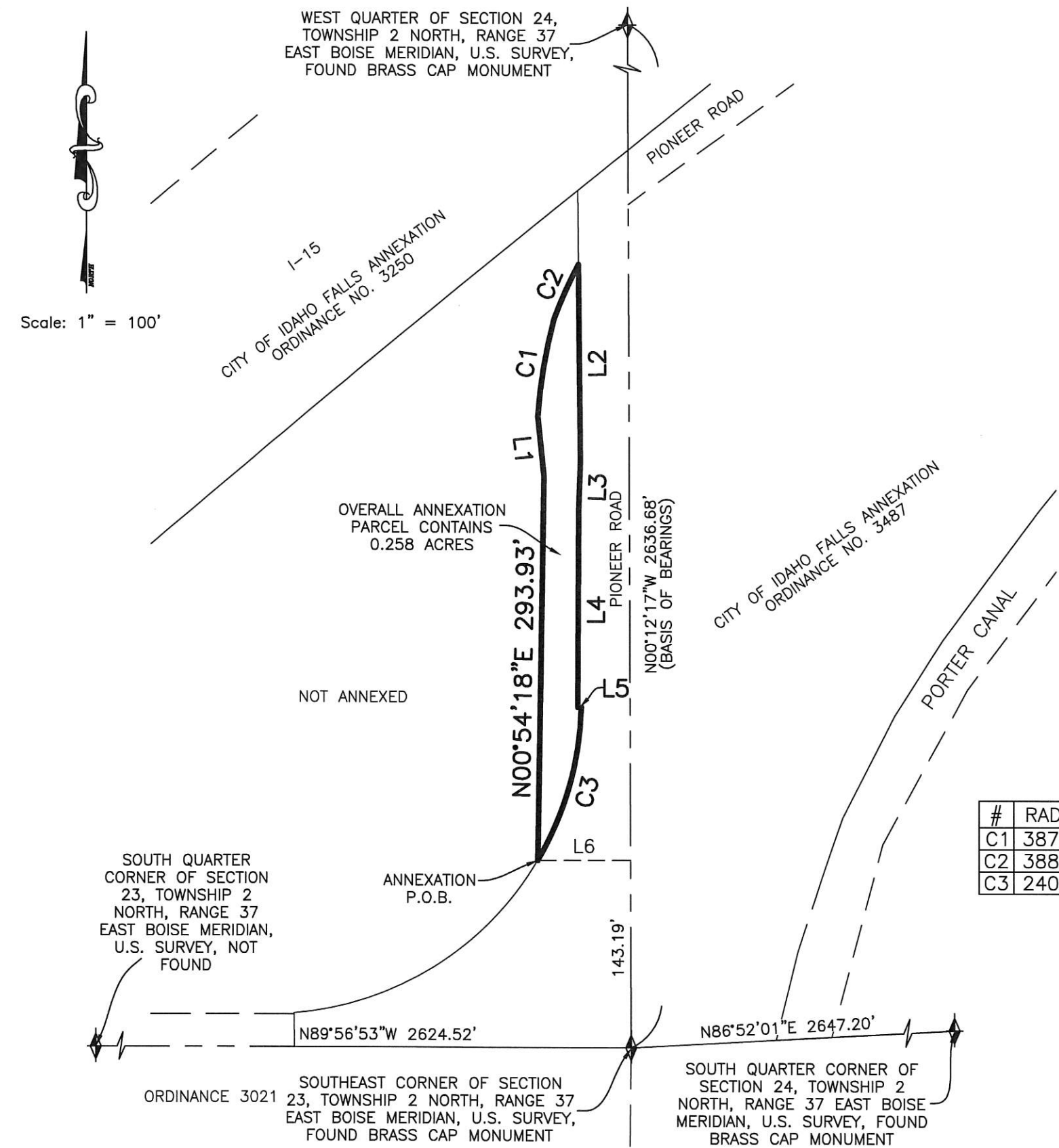
ANNEXATION ORDINANCE # _____

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

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

BEGINNING AT A POINT BEING 143.19 FEET NORTH 00°12'17" WEST ALONG THE SECTION LINE AND 71.45 FEET SOUTH 89°47'43" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 00°54'18" EAST 293.93 FEET; THENCE NORTH 05°50'32" WEST 46.28 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 387.25 FEET, AN ARC LENGTH OF 75.77 FEET, A DELTA ANGLE OF 11°12'41", A CHORD BEARING OF NORTH 09°35'55" EAST, AND A CHORD LENGTH OF 75.65 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 388.26 FEET, AN ARC LENGTH OF 45.85 FEET, A DELTA ANGLE OF 06°46'00", A CHORD BEARING OF NORTH 23°58'49" EAST, AND A CHORD LENGTH OF 45.83 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3487; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°32'36" EAST 151.01 FEET; (2) SOUTH 02°02'59" WEST 37.99 FEET; (3) SOUTH 00°13'58" WEST 150.34 FEET; (4) SOUTH 89°50'02" EAST 2.82 FEET; AND (5) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 123.11 FEET, A DELTA ANGLE OF 29°23'24", A CHORD BEARING OF SOUTH 15°56'45" WEST, AND A CHORD LENGTH OF 121.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,223 SQUARE FEET OR 0.258 ACRES.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N05°50'32"W	46.28'
L2	S00°32'36"E	151.01'
L3	S02°02'59"W	37.99'
L4	S00°13'58"W	150.34'
L5	S89°50'02"E	2.82'
L6	S89°47'43"W	71.45'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	387.25'	75.77'	75.65'	38.01'	N09°35'55"E	11°12'41"
C2	388.26'	45.85'	45.83'	22.95'	N23°58'49"E	6°46'00"
C3	240.00'	123.11'	121.76'	62.94'	S15°56'45"W	29°23'24"



Reeve
& Associates, Inc.

5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

Project Info.
Designer: N. ANDERSON
Date: 10-23-2023
Name: ANNEXATION
Number: 7152-22
Scale: 1"=100'
Page: 2 OF 2

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF APPROXIMATELY 0.258 ACRES, IN THE SE1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST, AS CC, CENTRAL COMMERCIAL ZONE, WITH THE AIRPORT OVERLAY OF CONTROLLED DEVELOPMENT, GENERALLY LOCATED NORTH OF PIONEER RD, EAST OF INTERSTATE 15, SOUTH OF INTERSTATE 15, WEST OF PIONEER RD.

WHEREAS, the applicant filed an application for annexation on September 12, 2023; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 14, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on January 25, 2024; 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 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 being zoned consistent with the City of Idaho Falls Comprehensive Plan.
3. The property is approximately 0.258 acres generally located North of Pioneer Rd, East of Interstate 15, South of Interstate 15, west of Pioneer Rd.
4. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
5. The proposed zoning of CC is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning as presented.

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 _____, 2024

Rebecca L. Noah Casper - Mayor