IDAHO FALLS



City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

Thursday
July 28, 2022
7:30 p.m.

Mayor

Rebecca Casper

City Council

Michelle Ziel-Dingman
Council President

Tom Hally
Council Seat 3

John Radford
Council Seat 5

Jim Francis
Council Seat 4

Jim Freeman
Council Seat 6

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 Council meetings are open to any member of the general public either in person or via live stream on the City website and are archived on the City website (idahofalls.gov). Please be aware that the meeting agenda may differ at times because amendments to the agenda may be made by the Council during the meeting.

The Council encourages public input. While general public comment is not required by Idaho law, the Council welcomes general public comment as part of the City Council meeting. General public comment will be allowed for up to 20 minutes on the agenda. The public is 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 and is free from discrimination or harassment.

All those who wish to address City Council during the public comment period are encouraged to adhere to the following guidelines.

Public Comment Guidelines

Speakers are encouraged to:

- *State their name and address.*
- *Focus comments on matters within the purview of the City Council.*
- *Limit their comments to three (3) minutes or less.*
- *Refrain from repeating information already presented in order to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the whole group.*
- *Practice civility and courtesy. The Council has the right and the responsibility to maintain order and decorum during the meeting. Time may be altered 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 your 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 to you prior to the meeting. Please indicate for which public hearing on the agenda you wish to offer testimony. Please note that the 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 City Clerk Kathy Hampton at 208-612-8414 or ADA Coordinator Lisa Farris at 208-612-8323 not less than 48 hours prior to the meeting. They can help accommodate special needs.

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, July 28, 2022 **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 item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.

A. Idaho Falls Power

1) IFP 22-23 Circuit Breaker Purchase **21-571**

This purchase is for materials to upgrade the York Substation. The 15kv breakers meet the needs of IFP for this upgrade. However, IFP recommends rejecting the 161kv SF6 breakers bid by General Pacific as the technical specifications do not meet the need for the upgrade. IFP will clarify the technical specifications and rebid the 161kv breakers in the near future.

Attachments: Bid tabulation IFP 22-23.pdf

B. Municipal Services

1) Minutes from Council Meetings **21-588**

July 11, 2022 City Council Work Session; and July 14, 2022 City Council Meeting

Attachments: 20220711 Work Session - Unapproved.pdf
20220714 Council Meeting - Unapproved.pdf

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) Tentative Approval of the 2022/23 Fiscal Year Budget **21-581**

Pursuant to Idaho Code §50-1002, authorization is requested to publish the Notice of Public Hearing of the 2022/23 fiscal year budget with publication dates set for July 31, 2022, and August 7, 2022. The

Public Hearing is scheduled for 7:30 pm, Thursday, August 11, 2022, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Action Item:

Approve the tentative 2022/23 fiscal year budget for a not to exceed amount and give the authorization to publish the Notice of Public Hearing (or take other action deemed appropriate).

2) Municipal Equipment Replacement Fund (MERF) Resolution Fund Exemptions from City General Fund Policy **21-580**

This resolution exempts Public Works Department Enterprise Funds; City Airport Department Funds; and Idaho Falls Power Enterprise Funds established by Resolution No. 2017-04.

Action Item:

Approve the Resolution exempting Public Works Enterprise Funds, Airport Funds, and Idaho Falls Power Enterprise Funds from the city general fund policy applicable to the Municipal Equipment Replacement Fund (MERF) and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution - MERF Exemptions CLEAN 7.20.22.pdf

3) Purchase of Approximately 7 Acres for Future Fire Station **21-577**

With the current and projected area population growth and call volume, the Fire Department recommends the purchase of approximately 7 acres on the corner of Spitfire and Boeing Streets for building a fire station in response to future growth. A total of $10,000 was authorized by City Council as earnest money for the purchase. A total of $890,000 will be due at closing.

Action Item:

Approval to purchase 7 acres of vacant land on the corner of Spitfire and Boeing Streets, Idaho Falls, Idaho for a total of $900,000 (or take other action deemed appropriate).

Attachments: City Fire Exhibit A (1).pdf
RE-24 Vacant Land Purchase and Sale Agreement (9).pdf

B. Public Works

1) State Local Design/Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the Westside Path Connections Project **21-578**

Attached for consideration is a State Local Agreement with ITD for design and construction to build pathway improvements on the westside of Idaho Falls. Proposed work includes the installation of pathway along Grizzly Avenue, Old Butte Road and Pancheri Drive.

Action Item:

Approval of the State Local Agreement and Resolution with ITD for the Westside Path Connections project and authorize the Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Attachments: 23695 SLA TAP Westside Path.pdf

2) State Local Design/Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the Meppen Canal Trail Project **21-579**

Attached for consideration is a State Local Agreement and Resolution with ITD for design and construction to build pathway improvements along the Meppen Canal from the Idaho Canal to 25th East (Hitt Road). Proposed improvements include the construction of two bridges and nearly 2.2 miles of pathway.

Action Item:

Approval of the State Local Agreement and Resolution with ITD for the Meppen Canal Trail project and authorize the Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Attachments: 23696 SLA TAP Meppen Canal.pdf

C. Community Development Services

1) Security Bond for Site Improvements Agreement for Rising Sun Townhomes **21-587**

For public improvements for new development, the Subdivision Ordinance includes a section which allows for security bonds to ensure the improvements will be completed. These securities are typically used when construction needs to take place before the public improvement can be completed. There is currently no such option for private improvements for site plans governed by the Zoning Ordinance. Staff has recognized the need for such an option and is currently preparing an ordinance to present to the City Council for consideration. However, there is a development which has asked for a bonding agreement for amenities within a PUD due to their phasing of buildings adjacent to the amenity. The attached agreement will allow them to receive the temporary certificate of occupancy on one building provided they post a bond for the amenity improvements and surrounding landscaping. The agreement limits the timeframe for completion to 90 days. This will allow the developer to finish a building which is next to the amenity and then install the improvements. Staff has coordinated the agreement with the City Attorney and the developer and requests Council approval.

Action Item:

Approve the Security Bond for Site Improvements for Rising Sun Townhomes and give authorization for the Mayor and City Clerk to execute the documents (or take other action deemed appropriate).

Attachments: Rising Sun Security Bond Agreement 7.20.22.pdf

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, CCW Express Broadway Subdivision. **21-585**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for CCW Express Broadway Subdivision. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and unanimously voted to recommend approval of the final plat as presented. Staff concurs with this recommendation.

Action Item:

1. Approve the Development Agreement for the Final Plat for CCW Express Broadway Subdivision and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for CCW Express Broadway Subdivision 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 CCW Express Broadway Subdivision 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
Development Agreement

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylorview Homes Division No. 1. **21-584**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Taylorview Homes Division No. 1. The Planning and Zoning Commission considered this item at its August 4, 2020, meeting and recommended approval by a vote of 4-3.

The plat was due to expire, and the applicant asked for an extension. On June 21, 2022, the Planning and Zoning Commission moved to approve the Extension Request for Taylorview Homes Division No. 1, and it passed unanimously.

Action Item:

1. Approve the Development Agreement for the Final Plat for Taylorview Homes Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Taylorview Homes Division No. 1 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 Taylorview Homes Division No. 1 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 (2)
Keister Comments Taylorview
Reasoned Statement
Development Agreement

4) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Aspen Point Townhomes. **21-586**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Aspen Point Townhomes. The Planning and Zoning Commission considered this item at its February 16, 2021, meeting and unanimously voted to recommend approval as presented. Staff concurs with this recommendation.

Action Item:

1. Approve the Development Agreement for the Final Plat for Aspen Point Townhomes and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Aspen Point 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 Aspen Point 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
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 11.524 acres of the East ½, Southwest ¼ of Section 15, Township 2 North, Range 37 East. **21-575**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.524 acres of the East ½, Southwest ¼ of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and

unanimously voted to recommended approval of the annexation with an initial zoning of R2. Staff concurs with this recommendation.

Action Item:

1. Approve the Ordinance annexing 11.524 acres of the East ½, Southwest ¼ of Section 15, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 11.524 acres of the East ½, Southwest ¼ of Section 15, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Comp Plan Map
02 NEW Comp Plan.jpg
Staff Report
Airport Land Use
Airport NC
Land Use Table
PC Minutes
Ordinance
Exhibit A
Exhibit Map
Reasoned Statement

6) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Limited Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 11.524 acres of the East ½ of the Southwest ¼ of Section 15, Township 2 North, Range 37 East. **21-576**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential with Limited Development Airport Overlay Zone, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.524 acres of the East ½ of the Southwest ¼ of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval of R2 with Limited Development Overlay Zones by a unanimous vote. Staff concurs with this recommendation.

Action Item:

1. Assign a Comprehensive Plan Designation of "Natural and Open Space, with Mixed-Use Centers and Corridors" and approve the Ordinance establishing the initial zoning for R2, Mixed Residential with Limited Development Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed

herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R2, Mixed Residential with Limited 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
02 NEW Comp Plan.jpg
Ordinance
Exhibit A
Exhibit Map
Reasoned Statement

7) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East. **21-573**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its June 21, 2022, meeting and unanimously voted to recommend approval of the annexation with an initial zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones. Staff concurs with this recommendation.

Action Item:

1. Approve the Ordinance annexing 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

8) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 1.982 acres for Part of the SE ¼ of Section 6, Township 2 North, Range 38 East. **21-574**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.982 acres for Part of the SE ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its June 21, 2022, meeting and unanimously voted to recommend approval of I&M with Controlled Development Airport Overlay Zones. Staff concurs with this recommendation.

Action Item:

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

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

Attachments: Zoning Map
Aerial
Comp Plan Map
Ordinance
Exhibit A.pdf
Exhibit Map.pdf
Reasoned Statement Zoning 1.982 Acres.docx

9) Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Cassiopeia Townhomes. **21-572**

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Cassiopeia Townhomes. On April 5, 2022, the Planning and Zoning Commission unanimously voted to recommend approval of the PUD as presented. Staff concurs with Planning and Zoning's recommendation.

Action Item:

1. Approve the Planned Unit Development for Cassiopeia Townhomes as presented (or take other action deemed appropriate).

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

Attachments: Zoning Map
Aerial
PUD
ELEVATION VIEWS
Staff Report
Testimony
Testimony 2
Testimony 3
PC Minutes
Reasoned Statement

6. Announcements.

7. Adjournment.

Memorandum

File #: 21-571 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Monday, July 11, 2022
DEPARTMENT: Idaho Falls Power

Subject
IFP 22-23 Circuit Breaker Purchase

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

IFP recommends that the City accept and approve the bid received from Myers Controlled Power for the 15kv circuit breakers for a total of $27,204.00. IFP recommends rejection of the bid for the Substation 161kv SF6 Dead Tank Circuit Breaker from General Pacific, (or take other action deemed appropriate).

Description, Background Information & Purpose
This purchase is for materials to upgrade the York Substation. The 15kv breakers meet the needs of IFP for this upgrade. However, IFP recommends rejecting the 161kv SF6 breakers bid by General Pacific as the technical specifications do not meet the need for the upgrade. IFP will clarify the technical specifications and rebid the 161kv breakers in the near future.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports our readiness for reliable public infrastructure, by acquiring and replacing equipment needed for York Street substation upgrade. This action also addresses the aging infrastructure threat in the IFP strategic plan.

Interdepartmental Coordination
The City Attorney concurs that this bid award is appropriate.

Fiscal Impact
This purchase is budgeted for in the 2021-22 CIP budget.

Legal Review

The City Attorney concurs that the action desired is within state statue.

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Idaho Falls Power

Bid Tabulation

Project: IFP-22-23 Circuit Breaker
Number: IFP-22-23
Submitted: Krista Thornton Warehouse Operations
Date: June 30, 2022

			General Pacific			Myers Controlled Power		
	Description	Quantity	Unit	Extended Price	Delivery Time	Unit	Extended Price	Delivery Time
Line #1	SUBSTATION SF6 DEAD TANK CIRCUIT BREAKER	2	$63,746.00	$127,492.00	56-60 Weeks			
Line #2	SUBSTATION 15KV VACUUM DEAD TANK CIRCUIT BREAKER	1				$27,204.00	$27,204.00	36-38 Weeks
	Project:							
		Total Amount						

Recommended award $27,204

Present Nikki Bradford
Krista Thornton

Memorandum

File #: 21-588 **City Council Meeting**

FROM: Kathy Hampton, City Clerk
DATE: Friday, July 22, 2022
DEPARTMENT: Municipal Services

Subject
Minutes from Council Meetings

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

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

Description, Background Information & Purpose
July 11, 2022 City Council Work Session; and July 14, 2022 City Council Meeting

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The minutes support the Good Governance community-oriented result by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

July 11, 2022 Council Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, July 11, 2022, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call
There were present:
Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman
Councilor John Radford
Councilor Thomas Hally
Councilor Jim Freeman
Councilor Jim Francis
Councilor Lisa Burtenshaw

Also present:
Pamela Alexander, Municipal Services Director
Stephen Boorman, Idaho Falls Power Assistant Director
Chris Fredericksen, Public Works Director
Kade Marquez, Transit Coordinator
Bryce Johnson, Police Chief
PJ Holm, Parks and Recreation Director
Ronnie Campbell, Parks Superintendent
Eric Grossarth, Public Information Officer
Randy Fife, City Attorney
Robert Wright, Library Director
Beth Swenson, Assistant Library Director
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:04 p.m. with the following items:

Acceptance and/or Receipt of Minutes:
It was moved by Councilor Francis, seconded by Councilor Burtenshaw, that council receive the recommendations from the Planning and Zoning (P&Z) Commission meeting of July 5 pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay – none.

Calendars, Announcements, Reports, and Updates:
Mayor Casper stated, following discussion of the audit report at the June 6, 2022, City Council Work Session, a special Council Meeting may be held in August regarding the audit software system. She distributed a calendar of items for July and August, information regarding the Federal Reserve Bank of San Francisco, and four samples of a lapel pin with the city logo for council consideration. She provided a brief update on the Mongolia Cultural Envoy project, stating Zoo Director David Pennock is currently in Mongolia. She also stated there were no major injuries/incidents at the 4th of July events, and future conversations will occur regarding any improvements to the 4th of July events.

Liaison Reports and Councilmember Concerns:
Council President Dingman had no items to report.

Councilor Hally had no items to report.
Councilor Radford stated he will be attending a Policymaker's Council Meeting in the near future. He also stated, per Parks and Recreation (P&R), Wines in the Wild will be held July 15.
Councilor Burtenshaw stated, per Public Works, the prequalification for the water tower will be distributed in the next several weeks; there may be two separate bids for the de-watering project; and the Public Works Annual Utility Meeting will be held on July 13.
Councilor Francis stated, per the Idaho Falls Police Department (IFPD), the African American Alliance picnic will be held July 23; and a group of representatives of historical Black colleges and universities will meet on July 18 with the INL (Idaho National Laboratory) regarding images and recruitment.
Councilor Freeman stated the Idaho Falls Police Complex is underway; and a regional qualifier race recently occurred at the BMX Track at Sandy Downs.

Idaho Falls Power (IFP) and Municipal Services/Discussion: Disposition of City-owned Property:
Director Alexander described the property, known as the Sugarmill to Paine Line River Crossing (west side), stating the property was purchased for a 161kV transmission lines and associated towers, poles, equipment, and facilities; the 10-acre rural residential parcel property was purchased from a private owner in 2012 for $250,000; the recent survey was completed in June 2022 by the city; and IFP is recommending a minimum bid of $400,000. She also provided general background, stating the property was purchased for easement for power line construction; the owner was willing to sell the property in order to move forward with the project; and IFP had very limited options due to the Ririe Outlet Channel alignment. Mr. Boorman concurred IFP's preference is to sell the property as there is no purpose for the property. Per Councilor Freeman, Mr. Boorman stated the easement would need to be accessible for IFP. Director Alexander stated selling the property would also ease IFP of the ongoing maintenance. Director Alexander briefly explained the two exhibits, one for the property, and one for the power easement. She reviewed the procedures for sale of property as well as proposed next steps which include authorization for a public hearing on July 14, 2022, publish notice of public hearing on July 19, 2022, public hearing to be held on August 11, 2022, and property auction to be held on August 19, 2022. Per Councilor Francis, Director Alexander confirmed any funds from the sale of property would be returned to IFP. Per Councilor Radford, Director Alexander stated the city has access to a variety of realtors to assist with the sale of property. Brief comments followed regarding appraisals and market values. Mayor Casper stated a formal appraisal has not occurred on this property. Mr. Boorman indicated sale of the property is not urgent. Mayor Casper stated this item will be included on the July 14 City Council Meeting agenda.

Public Works/Update: Greater Idaho Falls Transit (GIFT) Service/Progress:
Mr. Marquez presented an interactive map of pick-ups and drop-offs within the city. He stated there is a wide demand of services across the city, and every neighborhood in Idaho Falls is represented. He also stated the number one destination is the Center of Hope, a nonprofit community recovery center. Mr. Marquez provided a ridership report, stating there were just under 4,000 passengers for June. Of those 4,000 passengers, there were 2,599 rides (a number of passengers ride with other individuals (such as Beer Fest)), nearly 5% are wheelchair-specific rides, and the early data is on pace to double in July. Mr. Marquez stated the passengers per revenue hour is 2.2, noting the industry standard is approximately 4, although he emphasized one month is not enough data for analysis. He also stated the personal goal is 7.7 (passengers per revenue), noting Jackson, Wyoming, is in the 12's. He indicated if the level of ridership is not received, adjustments will need to occur. Mr. Marquez noted out of 1,850 accounts for the month of June, only 528 passengers actually used the service. He believes this is a matter of opportunity. He also noted the average rating is 4.9, with more than 600 individual reviews. Mr. Marquez stated fares collected in June amounted to $3,800, discount fares are nearly 40% of ridership, the number of rides through the call center are nearly 40%, and 132 accounts have ridden the equivalent every day and are considered regular users. Per Mayor

Casper, Mr. Marquez indicated language should not be an issue due to a phone app; and he is hoping to have marketing material completed soon. He stated he meets monthly with groups that represent the Spanish community. Per Councilor Francis, Mr. Marquez stated there are currently six vehicles operating, with a seventh vehicle as an emergency reserve. Councilor Radford questioned getting the app on individuals' phone. Mr. Marquez stated this is more of a service, noting many individuals have already downloaded the app. He also noted more advertising is/will be occurring throughout town. Per Councilor Burtenshaw, Mr. Marquez stated there are daily requests for service outside of city limits. Per Mayor Casper, Mr. Marquez stated the data reporting is required within the contract. Director Fredericksen believes Mr. Marquez has created a very good relationship in the community. Brief discussion followed regarding the frequency of reporting. Council President Dingman stated she is impressed that the map is city-wide, not just focused on specific areas. She commended Mr. Marquez for all his efforts. Mr. Marquez indicated other large municipalities are moving toward on-demand services versus fixed routes.

City Attorney, Police, and Parks and Recreation/Discussion: Public Use of City Spaces—Case Law, Current Practice Policy, etc.:

Mayor Casper stated it appears and is being interpreted that homeless individuals have decided to use the space in the gazebo area of the Friendship Garden at Petersen's Sportsman Park. She also stated the simple idea of taking care of individuals without homes and resources can involve legal decisions. She indicated libraries are also public spaces that attract individuals. Mr. Fife believes, as legal counsel, it's important to recognize individuals' humanity who may have different challenges. He stated the police interject/interact when there' s a legal reason, noting it's not illegal to be a person, and the government does not regulate the status of an individual. He also stated there are no laws against vagrancy, loitering, or camping or sleeping in public, however, there are laws that regulate behaviors and where or when an individual can be. He indicated other cities have tried to sort this out, although he is unaware of any city that has been successful. He also indicated a city cannot/should not create a governmental action against a group when there's no need to do so. Mr. Fife shared an experience with the City of Boise regarding individuals camping in Julia Davis and Ann Morrison Park. He stated Boise tried to redirect those individuals to the shelters, however, these individuals sued the City of Boise, and the litigation lasted for numerous years, which resulted in many negotiations. He also stated many individuals are not accessible to shelters as they can't keep the rules of the shelters. Due to the Ninth Circuit decision, Mr. Fife stated Boise amended their camping ordinance and their disorderly conduct ordinance, they changed their Police Manual, they established a homeless outreach unit, they funded a Boise homeless initiative, and amounts were paid to plaintiffs and the plaintiff's attorneys. Mr. Fife explained private property versus public property, stating private property owners can decide what is allowed on their property. He also stated if a public space is open to the general public, that space can be used by anyone unless there is enforcement that limits the space (fees, hours, etc.), and a true public concern can be addressed. Mr. Fife explained the first amendment rights, stating the government needs to be careful of free speech. He also stated parks can be regulated, although the individual behavior needs to be monitored, not the park itself (the skate park, shelters, etc.). He also explained personal items are not normally regulated by an ordinance, however, officers can engage individuals about their behavior and their safety. He also stated vehicles are regulated by traffic and zoning laws and cannot be used as long-term living spaces. Mr. Fife stated the city can provide support/assistance/ resources, can create living spaces, supply porta-potties, provide services (food, health, church, shelter), give notice of change, and provide training on homelessness. He believes issues to avoid include over-regulating harassment, unreasonable time limits to comply, using government authority inappropriately, and moving/destroying personal property. He indicated homeless individuals are all over the U.S. Discussion followed regarding the timeframe when homelessness became an issue, cases including homelessness, the closure of institutions, individuals removed from the State building (Mr. Fife believes this was a safety concern), panhandling (not illegal in Idaho Falls), stealing electricity (Councilor Freeman noted electricity is being given away to charge vehicles), penalties for trespassing,

parks closures and the city providing camping locations, and camping/overnight camping versus curfew. Council President Dingman prefers public spaces be allowed for equitable use/opportunities. Councilor Burtenshaw agrees, stating she would also support curfew for vandalism. Councilor Francis questioned Tautphaus Park not being closed. Mr. Campbell believes this was a director decision as enforcement did not occur. He provided a recap of the current homelessness in the parks. Director Holm stated South Tourist Park has been a safety issue. He also stated once an individual leaves a 'camp' area there is a safety aspect for employees for any items that may be left behind. He believes the intended use and equitable use of shelters are a concern. Mr. Campbell stated other cities are going toward a reservation only for their shelters, however, Director Holm expressed concern for this. He stated he has worked with legal for signage of abandoned property. He also stated he wants to see residents, tourists, and staff feel comfortable and have equitable use. Chief Johnson reiterated being homeless is not illegal, however, it's not an excuse to break the law. He believes those citizens who are most victimized are homeless. He provided crime data of the previous several days of homelessness. He believes everyone wants to do what's best for these individuals. Chief Johnson stated the IFPD formed an adhoc squad for the Friendship Garden, noting several citations were issued. He also stated the IFPD wants to partner with service providers/outreach when enforcing homelessness. He is in favor of a park curfew ordinance, however, he believes enforcement could be an issue. He prefers to make sure a shelter is available and would actively make transportation arrangements. Chief Johnson explained the camping ordinance in Juneau, Alaska, stating officers responded as they were able. Per Mayor Casper, Chief Johnson stated curfew ordinances have been set in different ways, including specific times, darkness, etc. Mayor Casper stated, per a recent meeting with the Idaho Falls Rescue Mission, the goal of the Mission is to have response teams for individuals who appear to need assistance. She questioned the outreach services provided by the Behavioral Health Crisis Center. Chief Johnson believes the service providers could be used to educate individuals prior to enforcement of park closures. Councilor Burtenshaw questioned a temporary closure of Friendship Garden for cleaning. Director Holm stated the gazebo was recently cleaned. Councilor Francis believes the volunteers could perform some restoration work at the Friendship Garden during a temporary closure. Chief Johnson recommended a lead time prior to closing a park. Discussion followed regarding closing shelters for a business reason, dispersing individuals to other locations, safety of residents, a task force (including Boise's Task Force), and recommendations. Councilor Radford believes there are real costs associated with these problems, and, due to the State legislators, the city needs to find more ways for revenues. He supports a balance of the public space, although he does not believe individuals have a right to take public space as a home. He also believes this is a multi-factor problem, and this is a community process. Director Wright stated library staff is sent to homeless training. He indicated chronic homeless individuals look ahead for a short timeframe (24 hours). He also stated the library has dealt with homelessness for a number of years. He believes the training would be very beneficial. Mayor Casper questioned an occurrence with a juvenile homeless individual. Chief Johnson indicated the juvenile was sent to the system, released, and returned to the homeless. Following brief comments, Mr. Fife stated staff could coordinate and present some draft curfew suggestions at a future meeting.

Mayor Casper announced Council Budget Session on July 12.

There being no further business, the meeting adjourned at 5:44 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, July 14, 2022 **7:30 PM** **City Council Chambers**

1. Call to Order.

Present: Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor John Radford, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

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

2. Pledge of Allegiance.

Mayor Casper led those present in the Pledge of Allegiance.

3. Public Comment.

William Cutler, Idaho Falls resident, appeared. He indicated there are several individuals interested and worried about the homeless issue. Mayor Casper noted a discussion occurred at the June 11, 2022, City Council Work Session regarding the current issues of homelessness in city parks.

4. Consent Agenda.

A. Airport

1) Approval of Multi-Tasking Equipment (MTE) for Airfield Snow Removal

The Airport follows an Airport Advisory Board approved 5-year Capital Improvement Plan. As part of this plan, the Airport requests authority to purchase multi-tasking equipment (MTE) from M-B Companies, Inc. The equipment will cost $787,077 of which the FAA will cover 93.75% or $737,885. The remaining balance of $49,192 is budgeted in FY23 in the Airport Fund. Additional engineering costs will not exceed $30,000 for this project. The additional snow removal equipment will aid Airport staff in maintaining the airfield during snow events.

B. Idaho Falls Power

1) IFP 22-22 Switch and PT Purchase for Idaho Falls Power

This purchase is for materials to upgrade the York substation.

C. Municipal Services

1) Minutes from Council Meetings

June 27, 2022 City Council Work Session and Executive Sessions; and June 30 2022 City Council Meeting

2) License Applications, all carrying the required approvals

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

5. Regular Agenda.

A. Municipal Services

1) RFP 22-03, Permitting, Licensing, Code Enforcement and Planning Project Software System

Request for Proposal (RFP) 22-03 was issued on January 28, 2022 for a permitting, licensing, code enforcement and planning project software system. By February 25, 2022, the city received a total of seven proposals. An evaluation team of city staff scored the proposals and is recommending Power Engineers and the Cityworks software system. The Power Engineers proposal included a full implementation and migration to the Cityworks platform. The consensus of the evaluation team was the Cityworks GIS-centric permit, license and land software platform best suited the city's needs and business processes. Power Engineers is a platinum Cityworks partner with qualifications and experience with more than 160 implementations for cities and utilities around the United States. In addition to the total award of $652,374.00, the annual maintenance and licensing costs are expected to be $48,000 (year one), $58,000 (year two), and $68,500 (year three).

Municipal Services Director Pamela Alexander appeared. She stated additional modules could be added to the software platform as needed. Councilor Francis believes this will be a major community service. Mayor Casper believes the longevity of the software systems will be unique. Per Councilor Radford, Director Alexander stated this will be a cloud-based service, there will be no payment for storage. Council President Dingman stated multiple departments have been working on this, and has been vetted with numerous cities.

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to approve the professional services agreement with Power Engineers for a total of $652,374.00. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

2) Public Hearing for the Auction of Real Property

Idaho Falls Power has determined 10-acres purchased for the river crossing for the Sugarmill to Paine Line, north of the upper power plant is no longer needed and recommends surplussing this property.

Director Alexander stated this property was discussed at the June 11, 2022, City Council Work Session. She also stated the minimum bid will be $400,000, and the public hearing will occur at the August 11, 2022, City Council Meeting.

It was moved by Council President Ziel-Dingman, seconded by Councilor Radford, to allow Municipal Services, Idaho Falls Power, Mayor, and staff to take any actions necessary to conduct a public hearing to auction city-owned property pursuant to Idaho Code 50-1402. The motion carried by the following

vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

B. Public Works

1) Change Order 1 for Sludge Hauling Contract with Iron Horse Trucking

Attached for consideration is a change order with Iron Horse Trucking regarding the sludge hauling contract for the Wastewater Division. The change order provides an extension of time from September 30, 2022 to November 30, 2022, increases the quantities for the sludge haul and introduces a fuel escalation clause for work completed after approval of the change order.

Public Works Director Chris Fredericksen appeared. He stated 9.5M gallons are received on a daily basis, of which 51,000 gallons are a byproduct are stored in the lagoon which is hauled in spring and fall to be applied as fertilizer. He also stated, due to excess water, it was difficult to move this year. He explained there is periodic testing performed to ensure there are no leaks which requires the lagoon to fill to the highest level. Director Fredericksen stated the change order is in the amount of $199,386. Councilor Burtenshaw stated extension of this contract will be a savings.

It was moved by Councilor Burtenshaw, seconded by Councilor Hally, that Council approve the change order and give authorization for the Mayor and City Clerk to sign the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

C. Fire Department

1) Jefferson County Ambulance Service Agreement

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

Fire Chief Duane Nelson appeared. He stated the agreement is a 20% increase to the current contract, in the amount of $319,176. He also stated there's a continued push to right-size Jefferson County to fully supplement their services. Councilor Freeman stated work to right-size this contract has been occurring for some time.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the Ambulance Service Agreement between the City and Jefferson County and give authorization for the Mayor and City Clerk to sign the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

D. Airport

1) Approval of Professional Services Agreement with Pro-Tec Fire Services for Aircraft Rescue and Firefighting services at the Idaho Falls Regional Airport.

The purpose of this professional services agreement it to obtain services and support for the Airport Rescue and Firefighting requirements as prescribed by the FAA. Pro-Tec Fire Service will be able to provide additional services and training to the Idaho Falls Regional Airport to ensure compliance with FAA regulatory requirements and the overall safe operation of the Airport.

Council President Dingman stated the council also serves as the Idaho Falls Regional Airport (IDA) Board, and this item has been discussed during those board meetings. She believes a contract with Pro-Tec Fire Services will be beneficial to the growing airport. She briefly reviewed the services provided by Pro-Tec Fire Services and, in turn, the services provided by IDA. IDA Director Rick Cloutier stated this also provides personnel to perform specific daily inspections which prevents the need to hire additional staff. Mayor Casper believes this is a win-win situation for IDA and the Idaho Falls Fire Department (IFFD) as IFFD personnel can be utilized elsewhere. Chief Nelson believes this is a good collaboration between the two departments that solves an ever-growing problem. He indicated the IFFD can work and train with Pro-Tec Fire Services. Mayor Casper believes there may be an added degree of safety as these firefighters are specifically trained for the airport. Councilor Freeman noted the firefighters must stay at the airport. He also believes this is a good collaboration. Director Cloutier commended Chief Nelson. Per Councilor Francis, Director Cloutier confirmed this is a service that is specifically designed for airports. Council President Dingman believes fire services are crucial.

It was moved by Council President Ziel-Dingman, seconded by Councilor Freeman, to approve the Professional Services Agreement as attached for services for Pro-Tec Fire Services and give authorization for the Mayor to execute the agreement. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

E. Community Development Services:

1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Airport Overlay Controlled Development Zones which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and voted to recommended approval of the annexation with an initial zoning of HC and LC with Airport Overlay Controlled Development Zones. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested applicant presentation.

Kurt Roland, Eagle Rock Engineering and representative of the developer, appeared. He stated this property is located west of Holmes Avenue and east of Boge Avenue. He also stated the property consists of approximately 44 acres, and the zone request is HC and LC. He indicated the property is currently zoned as ag, to the north is Industrial and Manufacturing, to the south is Highway Commercial and Light Manufacturing, to the east is Light Manufacturing and Highway Commercial, and to the west is Industrial and Manufacturing. Mr. Roland believes this request fits within the Comprehensive Plan. Per Councilor Freeman, Community Development Services Assistant Planning Director Kerry Beutler appeared. He stated this property is enclaved and completely surrounded by city property.

Mayor Casper requested staff presentation.

Mr. Beutler appeared. He presented the following:

Slide 1 - Property under consideration
Mr. Beutler identified the Industrial designation and HC designation immediately to the east. He stated this area is a mix of these designations.

Slide 2 - Requested Initial Zoning map of the property
Mr. Beutler stated the balance of the property will be LC, and the portions of the front onto Holmes Avenue would be HC.

Slide 3 - Comprehensive Plan Future Land Use Map
Mr. Beutler stated the designation is shown as General Urban which is intended to provide a mix of uses. He also stated the requested zones are consistent in this area.

Slide 4 - Aerial photo of property under consideration
Mr. Beutler stated the area is currently a mix of uses. He also stated there is an industrial park immediately to the west along Boge Aveeue, and there are currently general commercial uses along Holmes Avenue.

Slide 5 - Additional aerial photo of property under consideration

Slide 6 - Airport Overlay map
Mr. Beutler stated the airport designation would be Controlled Development, noting there would be no restrictions in this area for height or land use, and it would be consistent with the requested zones.

Councilor Francis questioned how the General Urban fits in this area. Mr. Beutler believes this would be unique with the surrounding uses. He stated this is a substantial piece of ground and was initially proposed for Industrial, however, it was never developed as such. He also stated the property is more appropriate for commercial uses and residential uses. He indicated the property has also seen agricultural uses as well. He believes there's an opportunity for this area to transition with other commercial and daily service centers that a typical residential or mixed-use project would need. He indicated the area could develop into a walkable center of its own due to the amount of land, hence the General Urban designation. Per Councilor Francis, Mr. Beutler stated the large piece would ensure setbacks from Industrial, which has the current ability for traffic to move south and north, there is also the ability to extend the transportation network in the area not in a direct way so not to have commercial and industrial traffic moving through this area, as that traffic would be intended to move north and south. He also stated a more mixed-use project could be developed. Mayor Casper questioned any extension of Ronald Avenue. Mr. Beutler stated there would be a connection to Holmes, although, it would not be a direct connection to discourage thru-traffic. He also stated the LC is mixed-use commercial zone. Councilor Francis questioned how this annexation would be different from a previous annexation request (on Woodruff Avenue) surrounding manufacturing that was denied. Mr. Beutler believes the size of the property makes a difference. He indicated both previous properties were much smaller, and this area would have a road network within the area.

Mayor Casper requested any public comment. She noted there were no public comments at the P&Z (Planning and Zoning Commission) hearing. No one appeared. Mayor Casper closed the public hearing.

Councilor Burtenshaw believes this property is large enough to create a livable, walkable area. Councilor Francis believes the size element makes this acceptable. He noted no opposition helps make this supportable.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance annexing 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3472
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 43.968 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.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

2) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and recommended approval of HC and LC with Controlled Development Overlay Zones. Staff concurs with this recommendation.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of “General Urban Transect” and approve the ordinance establishing the initial zoning for HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones as shown in the ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3473

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 43.968 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL AND HC, HIGHWAY COMMERCIAL AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones, and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally, Raford. Nay - none.

3) Public Hearing-Rezone from P, Parks and Open Spaces with a PUD, Planned Unit Development Overlay Zone to LC, Limited Commercial, and R3A, Residential Mixed Use with no Overlay Zone, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Division 3, First Amended.

Attached is the application for Rezoning from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Number 3, First Amended. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and recommended to the Mayor and City Council approval of the zone change with a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested staff presentation as the city is the applicant.

Mr. Beutler appeared. He stated this is a complex property and has an extensive history. He then presented the following:

Slide 1 - Property under consideration
Mr. Beutler stated this property is currently zoned P for Parks and Open Space and has a PUD overlay. He also stated this property was deeded to city in 2016 that was intended for future uses associated with open space or parks, however, since that time, those uses have not materialized and there is no intent to develop this property for parks or open spaces purposes. Mr. Beutler noted the council has directed staff to rezone this property. He stated the proposal is to rezone the larger piece on the west to LC and the smaller piece on the east to R3A, which are both mixed-use zones. He indicated R3A would allow residential and some office development, and LC would allow residential and general commercial-type uses. He stated these distinct requests were intentional due to the proximity of the surrounding area.

Slide 2 - Comprehensive Plan Future Land Use Map
Mr. Beutler stated this area is shown as General Urban, and both LC and R3A would comply the designation.

Slide 3 - Aerial photo of property under consideration
Mr. Beutler stated this property has been vacant and undeveloped for its history. He identified the surrounding zones and uses. He believes the LC and R3A would act as transition/buffer to the north.

Slide 4 - Additional aerial photo of property under consideration

Slide 5 - Photo from Bennett Avenue looking west

Slide 6 - Photo from Bennett Avenue looking east
Mr. Beutler stated the rezone would allow for the potential of development or improvement to the area. He also stated, per the requirement of a rezone, the city hosted a neighborhood meeting, noting there was no one in attendance. He indicated there was also no testimony at the P&Z hearing.

Mayor Casper requested any public comment. No one appeared. Mayor Casper closed the public hearing.

Councilor Burtenshaw stated this property has been discussed at previous City Council Work Sessions. Mayor Casper noted when the property was appraised, it was appraised at the requested zones.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance rezoning approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Division 3, First Amended from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone,under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3474
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 1-3, BLOCK 16, AND LOT 1, BLOCK 17 BEL AIRE ADDITION DIV 3, FIRST AMENDED AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM P, PARKS AND OPEN SPACE ZONE WITH A PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE TO LC, LIMITED COMMERCIAL AND R3A, MIXED RESIDENTIAL ZONE AND REMOVE THE PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

4) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes Division No. 2.

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor Townhomes Division No. 2. The Planning and Zoning Commission considered this item at its February 15, 2022, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Councilor Francis stated this was originally approved as a PUD which included a pathway. Mr. Beutler explained Division 1 had a pathway that would connect along Pancheri. He confirmed this is still a PUD,

and the pathway is part of that project. He stated Lot 11, in the middle of the plat, is a private road that will connect Skyline Drive to Division 1, and the pathway runs along the south edge of Lot 11. He further explained the pathway route. He reiterated the pathway is required to be built per the PUD plan. Per Councilor Francis, Mr. Beutler also confirmed the park is included in Division 1.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Development Agreement for the Final Plat for Skyline Manor Townhomes Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to accept the Final Plat for Skyline Manor Townhomes Division No. 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Skyline Manor Townhomes Division No. 2 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

6. Announcements.

Councilor Freeman announced ICUA (Idaho Consumer Owned Utilities Association) Meeting will be held the week of July 18. Councilor Francis announced July 14 is Bastille Day (a French national holiday). Mayor Casper announced City Council Budget Session on July 19, City Council Work Session on July 25, and City Council Meeting on July 28. She also announced War Bonnet Round Up Rodeo tickets are on sale.

7. Adjournment.

There being no further business, the meeting adjourned at 8:40 p.m.

_____ _____

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

Memorandum

File #: 21-581 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, July 22, 2022
DEPARTMENT: Municipal Services

Subject
Tentative Approval of the 2022/23 Fiscal Year Budget

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the tentative 2022/23 fiscal year budget for a not to exceed amount and give the authorization to publish the Notice of Public Hearing (or take other action deemed appropriate).

Description, Background Information & Purpose

Pursuant to Idaho Code §50-1002, authorization is requested to publish the Notice of Public Hearing of the 2022/23 fiscal year budget with publication dates set for July 31, 2022, and August 7, 2022. The Public Hearing is scheduled for 7:30 pm, Thursday, August 11, 2022, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The tentative approval of the 2022/23 fiscal year budget is in alignment with good governance by fostering innovative and sound fiscal management and enables trust and transparency.

Interdepartmental Coordination

All city departments have participated in the budget process.

Fiscal Impact

The tentative approval of the 2022/23 fiscal year budget sets the maximum level of total expenditures that cannot be exceeded in the appropriations ordinance. This action also sets a limit on the City's property tax levy (in dollars).

Legal Review

The City Attorney concurs that the desired Council action is within Idaho Code §50-1002.

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Memorandum

File #: 21-580 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, July 19, 2022
DEPARTMENT: Municipal Services

Subject
Municipal Equipment Replacement Fund (MERF) Resolution Fund Exemptions from City General Fund Policy

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Resolution exempting Public Works Enterprise Funds, Airport Funds, and Idaho Falls Power Enterprise Funds from the city general fund policy applicable to the Municipal Equipment Replacement Fund (MERF) and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This resolution exempts Public Works Department Enterprise Funds; City Airport Department Funds; and Idaho Falls Power Enterprise Funds established by Resolution No. 2017-04.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This resolution supports the good governance community-oriented result through departments fostering innovative and sound fiscal management policies that enable trust and transparency.

Interdepartmental Coordination

The resolution was reviewed with the Public Works, Idaho Falls Power, and Airport departments.

Fiscal Impact

Not applicable.

Legal Review

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

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RESOLUTION NO. 2022

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, EXEMPTING FROM CITY GENERAL FUND POLICY APPLICABLE TO THE MUNICIPAL EQUIPMENT REPLACEMENT FUND (MERF), PUBLIC WORKS DEPARTMENT ENTERPRISE FUNDS; THE CITY AIRPORT DEPARTMENT; AND IDAHO FALLS POWER ENTERPRISE FUNDS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Municipal Equipment Replacement Fund (MERF) was established many years ago to ensure that each City Department would have funds available to retain and replace existing vehicles and equipment in an organized fashion and on a predictable schedule; and

WHEREAS, after operating informally for decades, MERF operations were formally established by the passage of Resolution No. 2017-04; and

WHEREAS, MERF guidelines established by Resolution No. 2017-04 generally work better as applied to a City governmental funds (which primarily represent money collected from taxes) rather than as applied to City enterprise funds which must be self-sustaining and based specifically upon services provided; and

WHEREAS, after careful review, the Council has determined funds to be exempted from MERF policy established by Resolution No. 2017-04 are: Public Works Department Enterprise Funds; the City Airport Department; and Idaho Falls Power Enterprise Funds; and

WHEREAS, the Council directs that each Department utilizing enterprise funds develops and maintains a capital plan and capital savings for future expenses to provide for systematic and planned vehicle and equipment replacement; and

WHEREAS, the Council is confident that the enterprise fund vehicle and equipment replacement practices specifically exempted from compliance with Resolution No. 2017-04 by Council adoption of this Resolution will continue to function responsibly in keeping with the "spirit" of Resolution 2017-04 and the standards set forth in this Resolution below and which will meet the needs and expectations of the Council and the enterprise fund ratepayers, feepayers and passengers.

WHEREAS, because of the continuing efficacy of the established MERF policy, all remaining City funds not specifically excluded by this Resolution shall continue to comply with Resolution No. 2017-04.

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

1. The Council hereby exempts Public Works Department Enterprise Funds; the City

Airport Department; and Idaho Falls Power Enterprise Funds from compliance with MERF policy and practice established by Resolution No. 2017-04; and

2. The Council grants this exemption subject to each exempted enterprise fund meeting the following conditions:

    a. each Department must produce a capital plan for the exempted fund that shall be updated yearly for use in the annual City budget process;
    b. each such capital plan must include a line item for planned vehicle and equipment acquisition and must be approved by the Council during the annual Department budget process; and
    c. each enterprise fund must have adequate cash balances to meet its capital planning goals for each fiscal year, including a positive cash flow demonstrated in the preceding fiscal year.

3. If, at any time, any of these funds fail to meet the conditions set forth above during a fiscal year, it will no longer be exempt and will be subject to following the MERF standards set forth in Resolution No. 2017-04 until it again can become compliant with the conditions set out in this Resolution and can qualify for exemption in the fiscal year immediately following the year of non-exemption.

4. All funds other than those specifically exempted by paragraph no. 1 of this Resolution shall continue to comply with Resolution No. 2017-04.

This Resolution shall be in full force and effect from and after its passage by the Council. ADOPTED and effective this _____ day of July, 2022.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, I D A H O , A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, EXEMPTING FROM CITY GENERAL FUND POLICY APPLICABLE TO THE MUNICIPAL EQUIPMENT REPLACEMENT FUND (MERF), PUBLIC WORKS DEPARTMENT ENTERPRISE FUNDS; THE CITY AIRPORT DEPARTMENT; AND IDAHO FALLS POWER ENTERPRISE FUNDS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

_____

(SEAL) Kathy Hampton, City Clerk

Memorandum

File #: 21-577 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, July 22, 2022
DEPARTMENT: Municipal Services

Subject
Purchase of Approximately 7 Acres for Future Fire Station

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approval to purchase 7 acres of vacant land on the corner of Spitfire and Boeing Streets, Idaho Falls, Idaho for a total of $900,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

With the current and projected area population growth and call volume, the Fire Department recommends the purchase of approximately 7 acres on the corner of Spitfire and Boeing Streets for building a fire station in response to future growth. A total of $10,000 was authorized by City Council as earnest money for the purchase. A total of $890,000 will be due at closing.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

The purchase of vacant property supports the safe and secure community-oriented result by providing safety solutions that focus on rapid responses to emergencies.

Interdepartmental Coordination

The Fire Department concurs with the purchase of the property.

Fiscal Impact

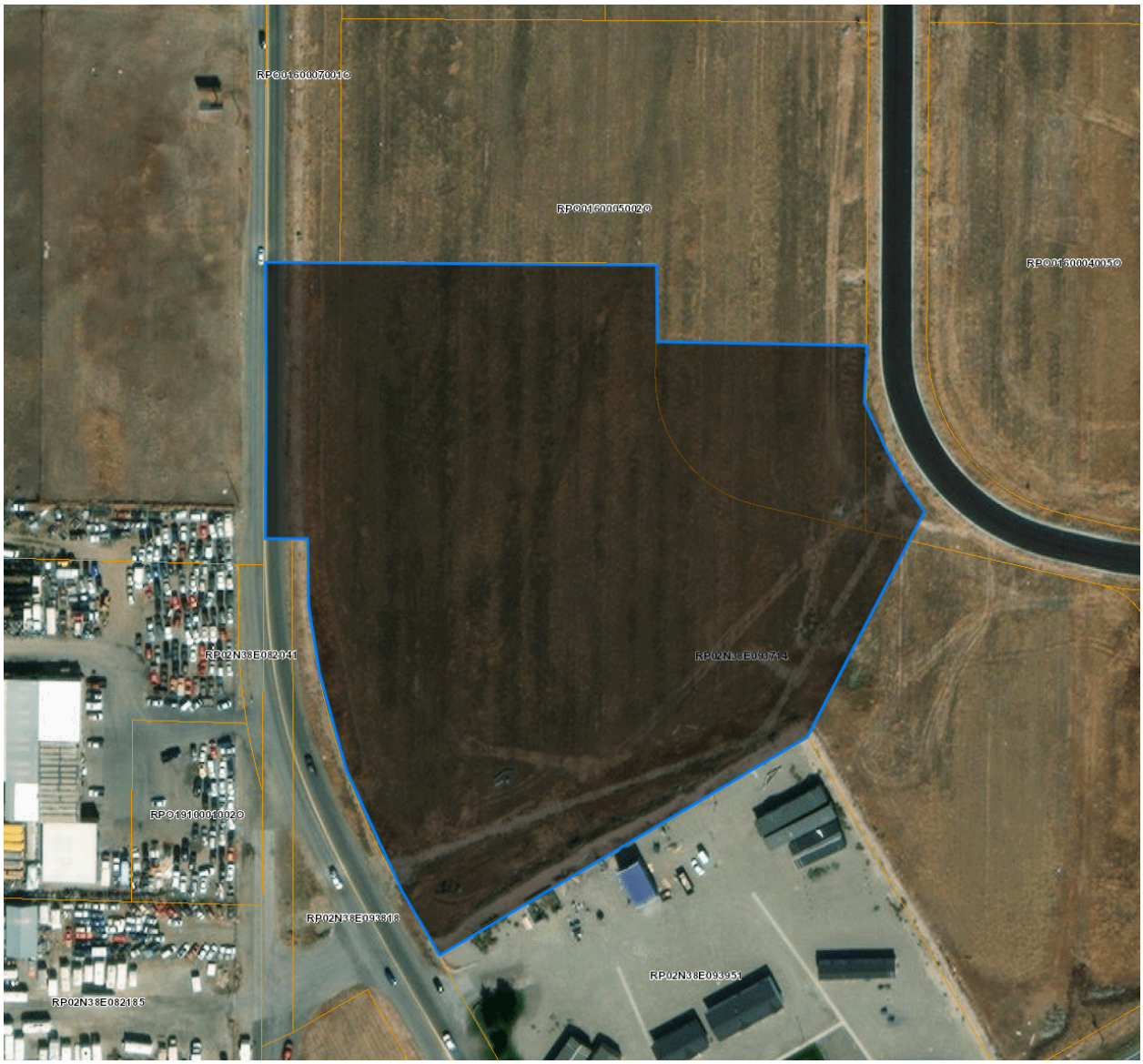
A total of $658,000 from the American Rescue Plan Act (ARPA) was approved for this purchase. An additional $252,000 was approved from the auction/sale of the old Fire Prevention building on 8th Street.

Legal Review

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

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Exhibit A



BUYER:

BY:_____

DATE:_____

SELLER:

BY:_____

DATE:_____

RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT

OCTOBER 2021 EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

EQUAL HOUSING OPPORTUNITY

ID# **34893473** DATE **April 14, 2022**

LISTING AGENCY SVN High Desert Commercial Office Phone # **208-535-8520** Fax # **NA**
Listing Agent **Randy Waters** E-Mail **randy.waters@svn.com** Phone # **NA**
SELLING AGENCY SVN High Desert Commercial Office Phone # **208-535-8520** Fax # **NA**
Selling Agent **Randy Waters** E-Mail **randy.waters@svn.com** Phone # **NA**

1. BUYER: City of Idaho Falls
(Hereinafter called "**BUYER**") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS Approx. 7 acres between Clayton Homes and Andersen Business Development**
Idaho Falls City **Bonneville** County, ID, Zip **83401** legally described as: _____

OR Legal Description Attached as exhibit **A** **(Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)**

2. $**900000** **PURCHASE PRICE: Nine Hundred Thousand Dollars And Zero Cents**,
payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ **Yes** ☒ **No**

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.
(A). $**10000** **EARNEST MONEY: Ten Thousand Dollars And Zero Cents**
BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	**Held By:**	**Delivered:**	**Deposited:**
☐ Cash	☐ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☒ Personal Check	☒ Closing Company	☒ Within **5** business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 5	☐ See Section 5	☐ See Section 5
☐ Wire/Electronic Transfer			
☐ Note			
☐ See Section 5			

THE RESPONSIBLE BROKER SHALL BE: Patrick Malone

(B). ALL CASH OFFER: ☐ NO ☒ YES **If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A** (Not Applicable). **IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

(C) Cash proceeds from another sale: ☐ **Yes** ☒ **No** (No if left blank)

(D). $**NA** **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of $_____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____% for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.
SECOND LOAN of $_____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____% for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____
LOAN APPLICATION: BUYER ☐ has applied **OR** ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with **a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price** or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.* **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard tot the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

BUYER'S Initials (_____)(_____) Date _____ **SELLER'S** Initials (_____)(_____) Date _____

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Serial#: **079117-700164-9979439**
Prepared by: Randy Waters | SVN High Desert Commercial | randy.waters@svn.com | 2085358520
Form Simplicity

PROPERTY ADDRESS: Approx. 7 acres on the corner of Spitfire and Boeing Street Idaho Falls, Idaho ID#: 34893473

(E). $NA ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(F). $890,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, In GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than ____ business days (five [5] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. This contingency deadline shall not apply to the following contingency(ies): **Seller to order survey to have the lot be 7 acres with access on Boeing suitable for Buyers use and purchase price not to exceed $900,000. Survey to be split equally. New lot lines and lot access must be approved by Buyer. Contingent upon final city council approval.**

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.
ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

7. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

8 . INSPECTION:
(A). ***BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:***
SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
2. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
3. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): **Falls Water, City of Idaho Falls Sewer, Fybercom internet, Intermountain Gas**
5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 8.

BUYER'S Initials (_____)(_____) Date _____ **SELLER'S** Initials (_____)(_____) Date _____

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Serial#: 079117-700164-9979439
Prepared by: Randy Waters | SVN High Desert Commercial | randy.waters@svn.com | 2085358520
Form Simplicity

PROPERTY ADDRESS: Approx. 7 acres on the corner of Spitfire and Boeing Street Idaho Falls, Idaho ID#: 34893473

If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense, hereafter referred to as the "Primary Inspection."** BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 90 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all Inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.**

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.

2. If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3. If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items, **it shall end BUYER's timeframe for inspections and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, **said response is irrevocable** without consent of BUYER and BUYER may proceed under 8(C)(4) below.

4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within _____ business days (three [3] if left blank) the BUYER has the option of **1)** negotiating with SELLER to obtain a modification of SELLER'S response **2)** proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or **3)** giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

9. SELLER DISCLOSURES. Within _____ business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

(a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;

(b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;

(c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and

(d) all other documents described in any Addenda or Counteroffer to this Agreement.

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 15 business days (six [6] if left blank) of final acceptance of all parties, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY **and** a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have ___ business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within _____ business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Title One Escrow Title Company located at 1614 Elk Creek Drive Idaho Falls, Idaho shall provide the title policy and preliminary report of commitment.

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(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are $_____ per _____.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association SET UP FEE of $_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association PROPERTY TRANSFER FEES of $_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association STATEMENT OF ACCOUNT FEE of $_____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

13. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

15. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

16. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

17. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

18. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

19. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

20. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

21. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

22. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, the LENDER, the Closing company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER

BUYER'S Initials (_____)(_____) Date _____ **SELLER'S** Initials (_____)(_____) Date _____

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consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

24. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc…) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

25. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

26. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

28. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

29. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): **07/13/22** unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank) prior to closing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	☐	☐	☐	☒	Environmental Inspection (Phase 1)	☒	☐	☐	☐
Long Term Escrow Fees	☐	☐	☐	☒	Environmental Inspection (Phase 2)	☐	☐	☐	☒
Closing Escrow Fee	☐	☐	☒	☐	Environmental Inspection (Phase 3)	☐	☐	☐	☒
Survey Shall be ordered by: ☐BUYER ☒SELLER	☐	☐	☒	☐	PERC Test	☐	☐	☐	☒
Flood Certification/Tracking Fee	☐	☐	☐	☒	Zoning Variance	☐	☐	☐	☒
Title Ins. Standard Coverage Owner's Policy	☐	☒	☐	☐	Soil(s) Test(s)	☐	☐	☐	☒
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy	☐	☐	☐	☒	Hazardous Waste Report(s)	☐	☐	☐	☒
Additional Title Coverage	☐	☐	☐	☒	Domestic Well Water Potability Test Shall be ordered by: ☐BUYER ☐SELLER	☐	☐	☐	☒
Water Rights/Shares Transfer Fee	☐	☐	☐	☒	Domestic Well Water Productivity Test Shall be ordered by: ☐BUYER ☐SELLER	☐	☐	☐	☒
Attorney Contract Preparation or Review Fee	☐	☐	☐	☒	Septic Inspections Shall be ordered by: ☐BUYER ☐SELLER	☐	☐	☐	☒
	☐	☐	☐	☐	Septic Pumping Shall be ordered by: ☐BUYER ☐SELLER	☐	☐	☐	☒
	☐	☐	☐	☐		☐	☐	☐	☐

Upon closing SELLER agrees to pay ☐ na% of the purchase price OR ☐ $na (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically

BUYER'S Initials (_____)(_____) Date _____ **SELLER'S** Initials (_____)(_____) Date _____

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acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

31. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. AUTHORITY OF SIGNATORY: If a party is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind the party.

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) **July 29, 2022**
The parties agree that the **CLOSING COMPANY** for this transaction shall be **Title One**
located at **1614 Elk Creek Drive Idaho Falls, Idaho**. If a long-term escrow /collection is involved, then the long-term escrow holder shall be **NA**.

36. CONDITION OF PROPERTY AT CLOSING: Upon closing, BUYER agrees to purchase the PROPERTY in **as-is-condition** with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon Closing, BUYER will assume all obligations with respect to the PROPERTY.

37. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm

38. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____.
BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

39. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

40. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:
- ☐ A. **The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).**
- ☒ B. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).**
- ☐ D. **The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).**

Section 2:
- ☐ A. **The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).**
- ☒ B. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).**
- ☐ D. **The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).**

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials (_____)(_____) Date _____ **SELLER'S** Initials (_____)(_____) Date _____

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PROPERTY ADDRESS: Approx. 7 acres on the corner of Spitfire and Boeing Street Idaho Falls, Idaho ID#: 34893473

41. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

42. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) Apr 20, 2022 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

43. BUYER'S SIGNATURES:

☐ **SEE ATTACHED BUYER'S ADDENDUM(S):** _____ (Specify number of BUYER addendum(s) attached.)

☐ **SEE ATTACHED BUYER'S EXHIBIT(S):** _____ (Specify number of BUYER exhibit(s) attached.)

☐ **BUYER does currently hold an active Idaho real estate license.** ☐ **BUYER is related to agent.**

BUYER Signature _____ **BUYER (Print Name)** _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ **BUYER does currently hold an active Idaho real estate license.** ☐ **BUYER is related to agent.**

BUYER Signature _____ **BUYER (Print Name)** _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

44. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ **SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER**

☐ **COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) #** _____

☐ **COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) #** _____

☐ **SELLER does currently hold an active Idaho real estate license.** ☐ **SELLER is related to agent.**

SELLER Signature _____ **SELLER (Print Name)** _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ **SELLER does currently hold an active Idaho real estate license.** ☐ **SELLER is related to agent.**

SELLER Signature _____ **SELLER (Print Name)** _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____)(_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

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Serial#: 079117-700164-9979439

Prepared by: Randy Waters | SVN High Desert Commercial | randy.waters@svn.com | 2085358520

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Memorandum

File #: 21-578 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Tuesday, July 19, 2022
DEPARTMENT: Public Works

Subject
State Local Design/Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the Westside Path Connections Project

Council Action Desired

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

Approval of the State Local Agreement and Resolution with ITD for the Westside Path Connections project and authorize the Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for consideration is a State Local Agreement with ITD for design and construction to build pathway improvements on the westside of Idaho Falls. Proposed work includes the installation of pathway along Grizzly Avenue, Old Butte Road and Pancheri Drive.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

This Agreement supports the community-oriented results of reliable public infrastructure and transportation and livable community by enhancing the city's pathway network.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

The total cost of the project is anticipated to be $536,000. This Agreement requires city financial contribution toward

the project with a match rate of 7.34% for an estimated total of $39,342 and that an initial payment of $3,934 be made to start the project.

Legal Review

The Agreement has been reviewed by the City Attorney.

2-37-22-1-PRK-2022-14

2022-053

STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A023(695)
WESTSIDE PATH CONNECTIONS, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 23695

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF IDAHO FALLS**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-aid for this project is $496,658.

5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:

   a. Project Development (State, Consultant, Local) - $50,000
   b. Construction - $486,000
   c. Total Estimated Project Costs - $536,000

6. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently $39,342).

7. This project shall be designed and constructed to an approved adopted standard. In the event that the Sponsor does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department's Roadway Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see http://apps.itd.idaho.gov/apps/manuals/manualsonline.html), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project. Design standards for this project shall include the 2010 ADA Standards for Accessible Design in effect on the date of this Agreement.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of $536,000, and assume responsibility for all costs of the project over and above the $496,658 federal-aid limit.

2. Pay to the State the sum of **Three Thousand Nine Hundred Thirty-Four Dollars ($3,934)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State**.**

3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is _____, Phone No. _____.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.

5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.

6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.

7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.

8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.

9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.

10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.

12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to a maximum of $496,658.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the sidewalk as is necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor**'s** jurisdiction.

16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

17. Comply with all other applicable State and Federal regulations.

18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of $496,658.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.

4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.

5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor**,** and conduct a final inspection of the project when completed.

7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of $496,658.

8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor**.**

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor**.**

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator

ATTEST: **CITY OF IDAHO FALLS**

_____ _____
City Clerk Mayor

(SEAL)

By regular/special meeting
on _____.
hm:23695 SLA TAP

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the **City of Idaho Falls**, hereafter called the City**,** for development and construction of Westside Path Connections; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The State can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A023(695) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

_____
City Clerk

Exhibit A

Westside Path Connections; Idaho Falls

TAP Application 2024



1. APPLICATION INFORMATION

1.1 PROGRAM BACKGROUND

The Local Highway Technical Assistance Council (LHTAC) in partnership with the Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to fiscal years 2024 and 2025. The purpose of TAP funding is to provide for a variety of alternative transportation projects and to advance ITD's strategic goals of Mobility, Safety and Economic Opportunity. The TAP program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects. $3.5M is available each year with up to 95% going toward infrastructure projects with the rest funding non-infrastructure Safe Routes to School (SR2S) projects. The $3.5M annual funding allocation is based from the FAST Act. If Congress approves a new transportation funding bill, then the amount dedicated to TAP may change, impacting fiscal years 2022 and beyond.

ELIGIBLE PROJECTS:

- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.
- Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.

Examples of eligible projects:

- Paths/sidewalks along or adjacent to an existing roadway
- Connecting sidewalks/paths between two terminal points
- Curb ramps and other horizontal and vertical barriers to accessibility
- Pedestrian crossing facilities across an existing roadway including signing and/or signalization
- Reconstructing an existing non-compliant pathway or sidewalk
- Pedestrian bridges or underpasses

APPLICATION:

The application for the Transportation Alternatives Program is included in this package, and can be found on the LHTAC website, www.LHTAC.org, under the Programs tab, then TAP Program.

The application is due Thursday January 20th at 4:00 p.m. (MST) and should be submitted electronically in a single PDF file to applications@lhtac.org. The applications will be scored by the Transportation Alternatives Program (TAP) Selection and Evaluation Committee. Applicants will be notified of award in March 2022.
Limit two applications per eligible applicant.

FUNDING:

Standard TAP infrastructure awards are capped at $500,000 in Federal-aid (plus 7.34% local match). You may submit up to two applications, however only one application will be funded per Jurisdiction. If a new transportation bill increases the size of the TAP funding, jurisdictions with a second application will be allowed a second award this application cycle. Preliminary drafts of the new Federal transportation bill show the program funding increasing, beginning with FY22. Because of this, multiple applications are encouraged. Jurisdictions may submit one application for a Large TAP project (up to $1M in federal funds), but if awarded, the jurisdiction would not be eligible for a standard TAP project award this application cycle. Competitive Large TAP projects are projects that are not easily scalable. Examples of Large TAP projects should include large elements like pedestrian bridges, underpasses, or pedestrian tunnels. Large TAP applications count toward the two-application limit per jurisdiction.

2. PROGRAM GUIDANCE

2.1 PROGRAM GUIDANCE FOR 2021

Statement of Purpose: To share guidelines for the Transportation Alternatives Program

Program Administration Team: Local Highway Technical Assistance Council and Idaho Transportation Department

Proposed Guidelines and/or Rules:

Basic Structure:

- Application available by October 1, 2021
- Application due January 20, 2022
- Applicant is required to submit a signed document stating everything in this application is accurate and they are able to pay the 7.34% federal match
- Projects on a state route require coordination with the ITD District TAP coordinator prior to application submittal
- Projects off-system require coordination with LHTAC TAP coordinator prior to application submittal
- Projects outside of ITD Right-of-Way may use ISPWC standards

Application:

- Applications can be on the local system, state system, or both systems
- Limit of two applications per City, County, or Highway District (includes up to 1 Large TAP application)

TAP Coordinators:

- District 1 (North Idaho): Bill Roberson (208) 772-8019 (through 2021) or Marvin Fenn (208) 772-1208
- District 2 (North-Central Idaho): Ken Helm, (208) 799-4223
- District 3 (Southwest Idaho): Aaron Bauges, (208) 334-8964
- District 4 (South-Central Idaho): Trey Mink, (208) 886-7848
- District 5 (Southeast Idaho): Melodie Halstead, (208) 239-3370
- District 6 (East Idaho): Mark Layton, (208) 745-5626
- LHTAC (Local roads statewide): Amanda LaMott, (208) 344-0565

Scoring:

- Transportation Alternatives Program (TAP) Selection and Evaluation Committee to score applications
    - TAP committee: 1 staff member from LHTAC, 1 Idaho Transportation Department Bike/Ped coordinator, 1 representative from the walk/bike community, and 1 additional subject matter expert
- LHTAC staff to provide project recommendations to the LHTAC Council in March 2022 and the ITD Board as part of the Idaho Transportation Investment Program (ITIP) at the June 2022 meeting.

Funding:

- Fund up to $3.5M* in projects annually
  **Amount of annual funding may increase with a new federal transportation bill*
- Funding available in 2024 & 2025 (*2022 & 2023 if we get additional funds with a new transportation bill*)
- Maximum award of $500k for standard project. Maximum award of $1M for Large project
- No in-kind match is allowed
- Local jurisdictions may design the project in-house if they have a licensed engineer who can complete Federal-aid compliant design, but this work cannot be reimbursed by the TAP grant

- Local jurisdictions may not complete the construction administration, but can augment the construction engineering and inspection agreement by providing additional inspection. This work cannot be reimbursed by the TAP grant.
- All projects will require a 7.34% local match for projects up to $500,000 in federal funds
- Project costs may exceed $539,000 ($500k + local match) but the local sponsor is required to pay all costs above the $500k federal funding limit

Eligible use of Funds:

- Hire an engineer off the ITD term agreement list to complete the design to Federal-aid standards
- Fund construction of the project through federally compliant acquisition process (state and federal procurement rules must be followed)
- Fund construction engineering and inspection (CE&I) services by a consultant off the ITD term agreement list. Local sponsor cannot perform the construction administration, but can help augment inspection on TAP projects.
- CANNOT be used for salaries, equipment fees, or to reimburse sponsor agency for any work
- CANNOT be used for other project match, education, or outreach
- CANNOT be used to purchase ROW

Eligible applicants

- City, County, or Highway District
- Regional transportation authority
- Transit agency
- Natural resource or public land agency
- School district, local education agency, or school
- Tribal government

Sponsor certifies the following conditions of application:

- We are familiar with Transportation Alternatives Program eligibility criteria
- All Right-of-Way (ROW) is acquired and no environmental issues are known to exist
- This project doesn't impact any rail lines. If a track is being crossed, we have a documented agreement with the railroad and it's attached to this application
- Our budget accurately reflects the anticipated cost of the proposed project
- The information in the application accurately reflects available knowledge of our staff
- We understand this is a reimbursement grant and must furnish cash local match upfront and will be reimbursed as work progresses and invoices submitted with accompanying documentation
- The project must be brought to completion to receive funding
- If the applicant decides to remove this project after the project has begun, the sponsor may be required to pay for 100% of all federal funds expended
- We accept responsibility for future maintenance and operating costs of the completed project

Sponsor Signature (Authorized Official)	01/20/22 Date
Chris Canfield, P.E. Sponsor Printed Name	01/20/22 Date

3. APPLICATION

3.1 APPLICATION QUESTIONS

Project Title: Westside Path Connections, Idaho Falls
Applicant Agency: City of Idaho Falls
Mailing Address (this can be a PO Box): P.O. Box 50220 Idaho Falls, Id. 83405
Also include a Physical address if different from your mailing address: 380 Constitution Way Idaho Falls, Id. 83405

Contact Name: Chris Canfield, P.E.
Phone: (208) 612-8259
Email: ccanfield@idahofalls.gov
Please list the person from your agency we should call if we have any questions on this project application.

*Second Contact Name: Kent Fugal, P.E.
Phone: (208) 612-8258
Email: kfugal@idahofalls.gov
*Second Contact is required so we can contact you in case the first person is no longer with your agency

State Highway Route(s) *if applicable* N/A

Beginning Mile Posts(s) *if applicable* N/A

Ending Mile Posts(s) *if applicable* N/a

Project Area

☐ Urbanized - Areas with population over 200,000
☑ Urban - Areas with population of 5,001 to 200,000
☐ Rural - Areas with population of 5,000 or less

Project costs:

Total Federal Funds: $497,955
Total Local Match: $39,445
Total Project Cost Estimate: $537,400

Federal reimbursement requested for: (select all that apply)

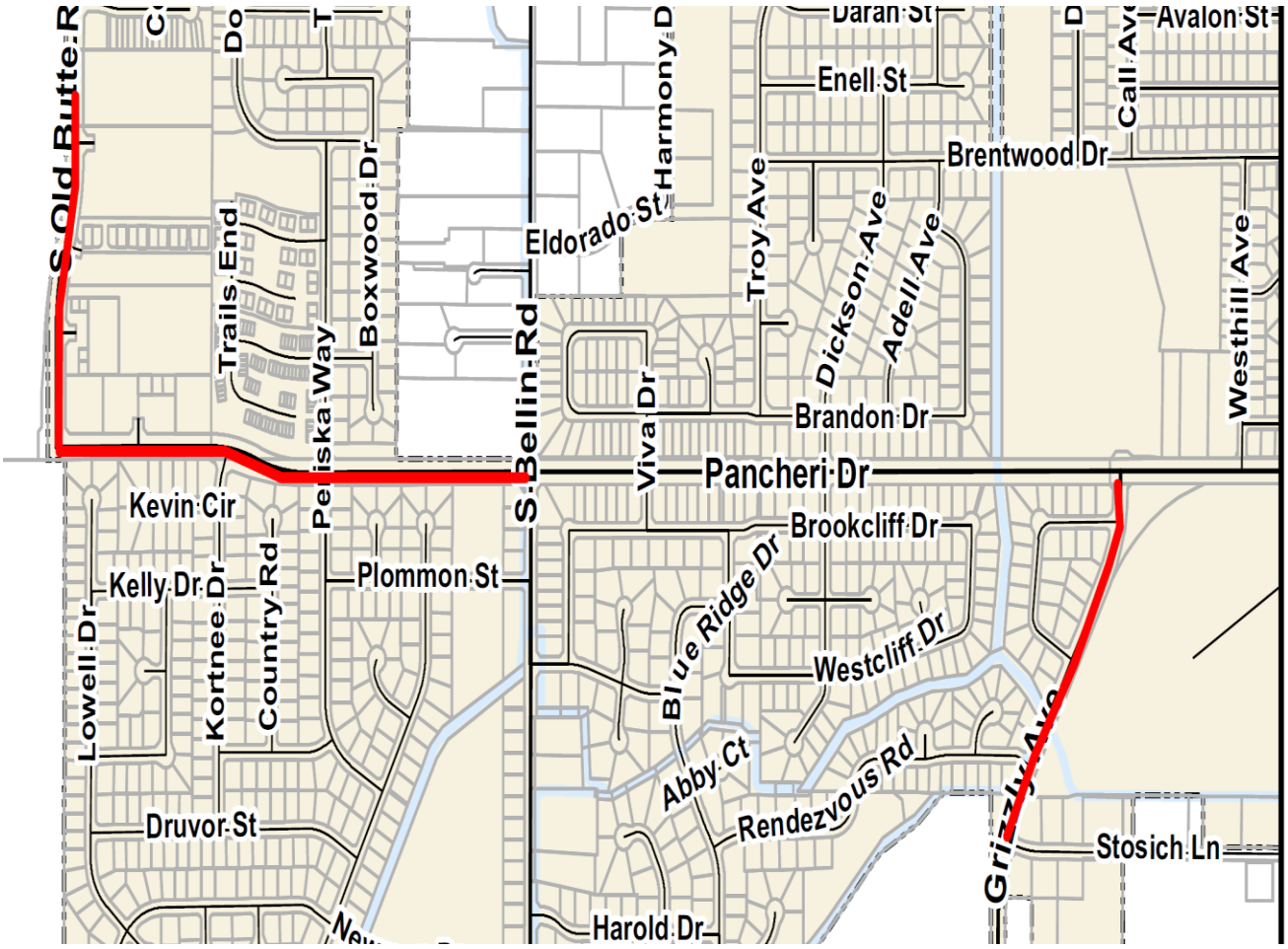
☐ Design activities
☑ Construction activities

Preference 1			Preference 2	
Design			**Design**	
2023	☑		2023	☐
2024	☐		2024	☑
Construction			**Construction**	
2024	☑		2024	☐
2025	☐		2025	☑

Westside Idaho Falls Path Connections Application Questions:

1. Westside Path Connections TAP Project Map:

Please see the Vicinity Map (on the next sheet) and plans (in the attachment)



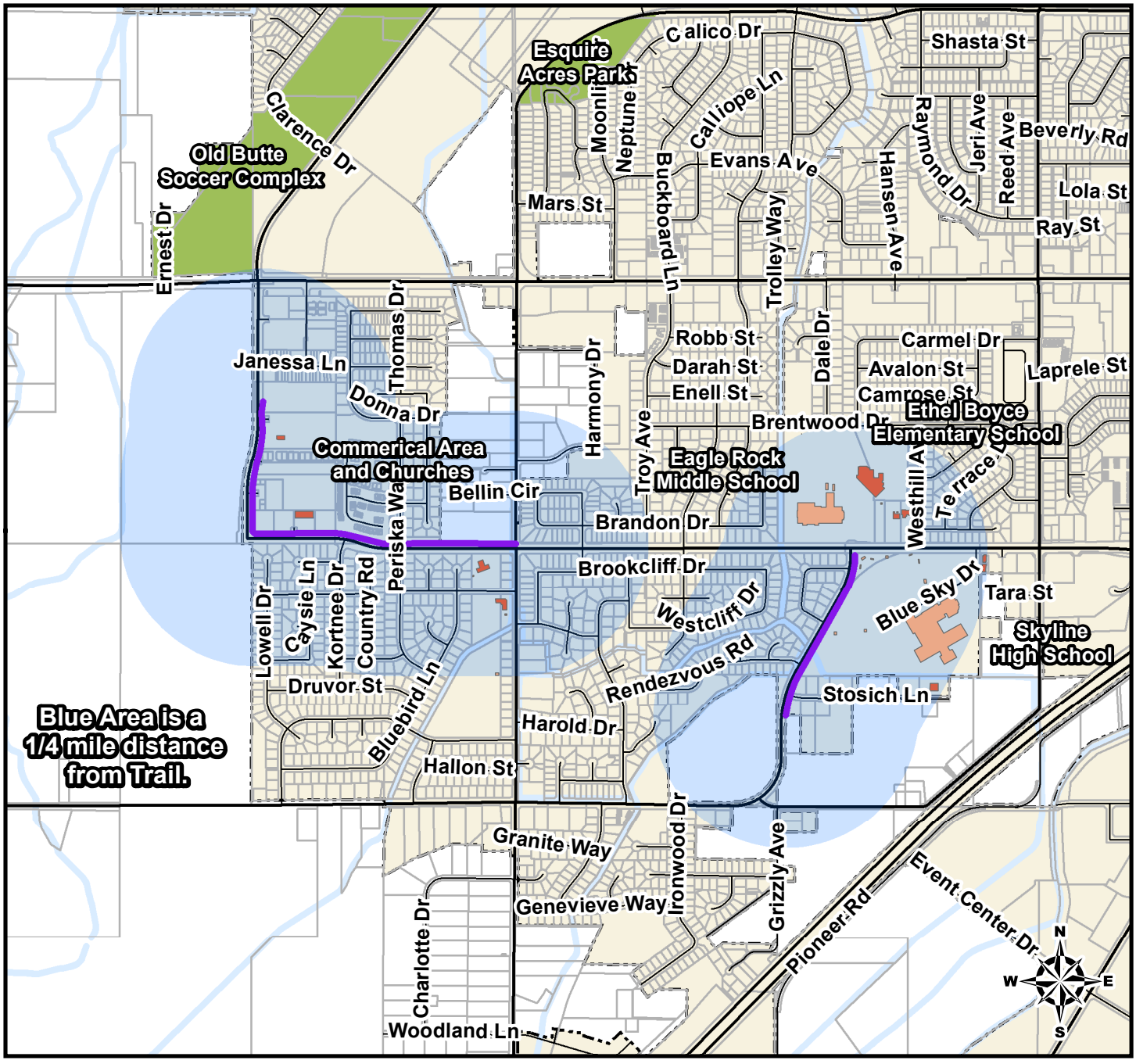
2. Westside Path Connections TAP Project R/W:

The City has acquired the necessary Right of Way and easement. We have also included the ITD 1983 form as well.

3. Westside Path Connections TAP Railroad Right of Way:

This project does not fall within the railroad right of way.

VICINITY MAP



1 " = 1,500 '

WEST SIDE IDAHO FALLS PATH CONNECTIONS

PANCHERI DR AND GRIZZLY AV SIDEWALKS

BONNEVILLE COUNTY

CITY OF IDAHO FALLS

4. Westside Path Connections TAP Project Description:

The City of Idaho Falls requests consideration of a project to provide a safe pathway and connections along Old Butte Road and Grizzly Ave in the West side of Idaho Falls. The subject area is a concern due primarily to the lack of adequate accommodation for bicycle and pedestrian access and connectivity and will fill in connections to existing paths and a crossing beneath the highway at Broadway as well as provide path access to the schools at Skyline Highschool, Eagle Rock Jr High and Ethel Boyes Elementary school.

"Connecting our Community" is a comprehensive bicycle, pedestrian, and trail facility master plan released in May 2014 that focuses on the Idaho Falls area. This master plan is the culmination of a year-long public planning process which included three community meetings with over 300 attendees, a statistically valid survey with over 1,100 responses, and online website participation from roughly 100 individuals.

The Westside connections was prioritized as one of the most important current transportation alternative project to be implemented in the master plan.

The routes identified in the West Path Connections project include the connection of the Grizzly Ave Path along the Skyline High School between Pancheri Dr. and Stosich Lane and the connection of the pathway along Pancheri/Old Butte between Bellin Rd and Kortnee Drive on the South and Kortnee Drive to Broadway (North side along Pancheri/Old Butte Rd).

This project will enhance connectivity on the West sides of town by connecting integral neighborhoods to the school system and providing for integral links to the existing pathway systems in this urbanized area. Path links will include 10ft wide shared use pathways ranging between 1,335 feet and 4,514 feet in length. The path will meet the connectivity needs identified in these neighborhoods on the West side of Idaho Falls.

Safety: The Crash Modification Clearing House recognizes improvements by providing sidewalk where pedestrians do not have to walk in the travel lane as a 26% reduction crash modification factor. Use of these factors for this project reflect a Benefit to Cost ration of 1.5 to 1.

This project will provide for the referenced pathway accommodations as well as providing for a more direct connection of the neighborhood to amenities reducing the exposure to traffic within the neighborhood.

5. Westside Path Connections TAP Planning & Readiness:

"Connecting our Community" is a comprehensive bicycle, pedestrian, and trail facility master plan released in May 2014 that focuses on the Idaho Falls area Transportation plan. This master plan is the culmination of a year-long public planning process. The westside path connections project was prioritized on this plan to provide system connectivity.

Idaho Falls does have an ADA Transition Plan adopted by resolution October 7, 2021 of which we are working towards completing. This project assists us in enhancing ADA Access into neighborhoods in the West side of Idaho Falls.

Idaho Falls works closely with our area MPO identified as the Bonneville County Metropolitan Planning Organization (BMPO). You will find a letter of support from the BMPO in our Community Letters of support (attached).

The project cost estimate is $537,400 of which the City match requirement is recognized to be $39,450 at (7.3%). The City has funds set aside to support the match funds and contract funds to be reimbursed for this project through approved City budgets within our Parks Department Capital Improvement Program. It is understood that the City would be responsible to budget and contract out the work in total with reimbursement requests to be completed and processed by ITD as the work is completed. This budget was approved by Ordinance 3328.

6. Westside Path Connections TAP Mobility:

This project will provide integral connections on the West sides of town by connecting integral neighborhoods to the school system. It will provide integral links to the existing pathway systems in this urbanized area as well as connecting the schools to the West Side City Soccer Complex and Park system. Path links will include 10 ft wide shared use pathways ranging between 1,335 feet along Grizzly Ave and 4,514 feet in length along Pancheri and Old Butte. The project will meet the connectivity needs identified in these neighborhoods on the west side of Idaho Falls. Both of these path connections are shown in needs on our Connecting Our community plan that is on the web at:

https://id-idahofalls.civicplus.com/DocumentCenter/View/1452/Connecting-Our-Community-Plan-PDF.

Please see the minority/low income maps as this project will provide integral connections for both.

7. Westside Path Connections TAP Safety:

This project will create a safety benefit through separating the pedestrian and bicyclist traffic along these roadways where the pedestrian and bicyclist accommodations do not currently exist.

Review of the Idaho Local Road Crash Data analysis reflect that there was a B injury accident in 2014 involving a vehicle and cyclist in the area of Pancheri and Westhill Ave (one block away from this project). Since this accident a trail system has been constructed in this area and would be extended by this project. Construction of this trail system project will move pedestrians and bicyclists travelling through this area from the busy roadways on this separated path.

8. Westside Path Connections TAP Economic Opportunity:

Economic opportunity is provided by this project as it fits well with the greater scope for the community goals to create a pedestrian and user-friendly trail system in the City limits complimenting the City and the State's goals to cater to the tourism industry.

The questions above ask if this project will bring more people to businesses and provide a new connection to small business. The answer is absolutely yes. The development of this project will provide a safe and alternative mode of transportation with direct access to commercial small businesses along Broadway Ave to local neighborhoods and schools on the West side of Idaho Falls.

These routes complement the viability and future use of the City's pathway system on the West side of town. The development of projects such as this compliment the goals of this community through increased mobility within the City limits and allows for additional pathways to generate more alternatives to vehicular traffic on the City System. Economic opportunity is provided by this project as it fits in well with the greater scope for the community goals to create a pedestrian and user-friendly trail system in the City limits complimenting the City and the State's goals to cater to the Tourism industry.

This project will provide a major connection for the Skyline High School system and surrounding neighborhoods to the Broadway business corridor. This project will also help in the cross connection of a low-income higher minority neighborhood to the north of the project with higher income lower minority neighborhoods to the south limits of the project (see attached maps).

9. Westside Path Connections TAP Accessibility:

This project will provide for a safe East-West ADA accessible pedestrian and bicycle route along Pancheri from Old Butte Road to Bellin and along Grizzly ave along Skyline high school. These connections will connect the path system along Pancheri as well as provide a pedestrian connection to the neighborhoods to the south of Skyline High school. This project will provide a great ADA accessible route alternative connecting neighborhoods and businesses on the West side of Idaho Falls.

10. Westside Path Connections TAP Community Support:

Letters of support for this project are included in the appendix. Entities/Agencies we have letters of support form include:

1. Idaho Falls Mayors office
2. Idaho Falls School District 91
3. Idaho Falls Community Pathways
4. Idaho Recreation & Park Association
5. Eastern Idaho Public Health.

Budget Letter of Support – Idaho Falls Parks & Recreation

Attachments

A. Preapplication Checklist
B. Environmental Screening (ITD-211)
C. Detailed Project Cost Estimate (Infrastructure)
D. Match Commitment Letter
E. Right of Way Certificate (ITD-1983)
F. Project Plans
G. MPO Support Letter & Letters of Support (Agencies)
H. Site Map of Connections (COC Plan and Land Use)
I. Project Site Photos

A. Pre-Application Checklist

PRE-APPLICATION CHECKLIST

All questions contained in this checklist are for infrastructure projects only and are to be completed in collaboration with the District TAP Coordinator.

PART 1: QUESTIONS

Applicant: City of Idaho Falls				
Project Name: Westside Idaho Falls Path Conenctions; Grizzly and Pancheri				
Project Manager: Chris Canfield, P.E.				
Contact Information for Project Manager: (208) 612-8259; ccanfield@idahofallsidaho.gov; 380 Constitution Way, Idaho Falls, If. 83405				
Is the applicant an eligible sponsor? ■ Yes ☐ No				
Has the applicant previously completed a federal aid project? ■ Yes ☐ No				
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? ■ Yes ☐ No				
BICYCLE FACILITIES (IF APPLICABLE)				
Bicycle Facility description	■ Shared use pathway ☐ Sharrow ☐ Striped bicycle lane ☐ Widened shoulder ☐ Other			
Width of pathway, bicycle lane, shoulder, etc.:		Length:	10 ft wide (2 sections 1,335 ft and 4,514 ft)	
Distance from curb (for pathways):	0 ft to 10 ft			
Materials used:	■ Asphalt ☐ Concrete ☐ Other			
Standards Used:	☐ AASHTO ■ Idaho State Public Works Construction ☐ ITD ■ Local			
This project is:	☐ part of road widening ■ part of an existing road			
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain: ■ Yes ☐ No				
Narrowing will be done to accommodate signs and curb ramps at street corners. ADA compliance will be met.				
What is the plan for maintaining the facility after construction is complete?				
Maintenance by the Idaho Falls Street and Parks Departments.				
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain: ■ Yes ☐ No				
PEDESTRIAN FACILITIES (IF APPLICABLE)				
Pedestrian Facility description	☐ Sidewalk ☐ Sidewalk with curb and gutter ■ Pathway ☐ Other			
Width of pathway, bicycle lane, shoulder, etc.:	10 ft	Length:	4514 ft and 1,335 ft	
Distance from curb (for pathways):	0 ft to 10 ft			
Materials used	■ Asphalt ☐ Concrete ☐ Other			
Number of curb ramps:	10			
Standards Used:	☐ AASHTO ■ Idaho State Public Works Construction ☐ ITD ■ Local			
This project is:	☐ part of road widening ■ part of an existing road			
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain: ■ Yes ☐ No				
Narrowing will be done to accommodate signs and curb ramps at street corners. ADA compliance will be met.				
What is the plan for maintaining the facility after construction is complete? Maintenance by the Idaho Falls Street and Parks Departments.				

Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	■ Yes	☐ No
RIGHT-OF-WAY		
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	■ Yes	☐ No
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	■ Yes	☐ No
ENVIRONMENTAL		
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	■ Yes	☐ No
Is it apparent that the proposed project will require extensive cultural clearance?	☐ Yes	■ No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination? For example: ☐ Wetlands ☐ Endangered Species ☐ Other	☐ Yes	■ No
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	☐ Yes	■ No
Are there any permitting requirements for the project? If yes, explain:	☐ Yes	■ No
UTILITIES		
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	☐ Yes	■ No
IRRIGATION		
Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.	☐ Yes	■ No

PART 2: FORMS

A. Environmental Screening Form
B. Right-of-Way Certification
C. TAP: Project Estimating Worksheet (used during application process to establish initial estimate)
D. ITD-1150: Project Cost Summary Sheet (for infrastructure projects and used during development stage)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.

2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15%

would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
F. Has a traffic safety issue been identified in this project application? If so, knowing if the applicants and/or their community based law enforcement partners are already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs. If so, please provide project Key Number and verify that the Scope of Work for that project is primarily connected with the area in the TAP application.
G. Project Schedule (for infrastructure projects)

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of $10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of $2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of $100,000.
4. National Environmental Policy Act (**NEPA**).
    a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
        i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
        ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
        iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
        iv. Contact District Environmental Staff (listed at http://itd.idaho.gov/enviro/District.Staff.htm) for assistance with navigating the environmental review process.
5. Compliance with audit requirements:

a. An entity expending $500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
b. An entity whose annual budget (from all sources) exceeds $250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
c. An entity whose annual budget (from all sources) exceeds $100,000 but does not exceed $250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
d. An entity whose annual budget (from all sources) exceeds $50,000 but does not exceed $100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
e. An entity whose annual budget (from all sources) does not exceed $50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.

6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	**Use the principles in:**
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least $500,000.00 per occurrence, and $1,000,000.00 aggregate.

District TAP Coordinator Endorsement

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

Endorsement: Amanda Jamett (1/14/2022) | lhtac | 11/7/19

District TAP Coordinator | District | Date

B. Environmental Screening (ITD-211)

Environmental Screening

For Community Transportation Enhancement (CTE),
Safe Routes to School (SR2S) and Scenic Byway Projects

Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)	Project Name/Location
bike/pedestrian pathway	West Side Idaho Falls Path Connections; Pancheri Dr. & Grizzly Ave. Idaho Falls

	Yes	No
Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood? Explain:	☐	☒
Traffic - Does the project add traffic lanes or traffic capacity? Explain:	☐	☒
Ground Disturbance - Does the project disturb more than one acre of land? Explain:	☐	☒
Stormwater - Where does the water (rain, snowmelt) from this project area drain? ☐ Sheet flows to surface waters (canal, stream, lake) ☐ Conveyed by ditch or pipe to surface waters ☒ Storm Sewer System (Municipal system) ☐ Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) ☐ Other – if none of the above conditions Explain:		
Surface Waters - Does the project site contain any boggy, swampy, or wetland areas?	☐	☒
Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body? Explain:	☐	☒
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site? Explain:	☐	☒

	Yes	No
Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information. Explain:	☐	☒
Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project? Explain:	☐	☒
Public Involvement – Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?) Explain:	☐	☒
Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering. Explain:	☐	☒
Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way? Explain:	☐	☒
Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work? Explain:	☐	☒

Describe any other known or suspected environmental issue that has not been covered
None

Preparer's Printed Name	Title	Agency or Firm
Chris Canfield, P.E.	Assistant Public Works Director	City of Idaho Falls

Signature	Date
	9/1/19

– ITD Use Only –

Recommendation

- ☒ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- ☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- ☐ There was not enough information in the project application and on this form to assess potential environmental issues.

Comment

Printed Name	Title
JoEllen Ross-Hauer	**Environmental Planner**

Signature	Date
JoEllen Ross-Hauer	11-5-19 1/14/2022

C. Detailed Project Cost Estimate (Infrastructure)

TAP: Project Estimating Worksheet (*Infrastructure*)

Project Name: West Side Idaho Falls Path Conenctions

Instructions:

* *Only input information in grey shaded areas below only.*
* *Enter 0 in the percentages column if not seeking federal participation.*
* *For infrastructure projects, the maximum federal funding is $500,000.00.*
* *Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.*
* *The minimum local match amount is 7.34% of total project cost.*
* *Local match is limited to cash only. In-kind contributions are not eligible.*
* *Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)*

Proposed Funding Match Rates	Local	Federal
	7.34%	92.66%

Infrastructure Project				Local Portion		Federal Portion	
Phase Code	Description (Include amounts for federal-aid items only)	Total Project Cost Percentage	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
CN	Preliminary Construction Estimate (PCE) *(Construction cost only)*		$375,000.00	7.34%	$27,525.00	92.66%	$347,475.00
CN	Construction Contingency 20% of PCE *(Quantity overruns, change orders)*	20.00%	$77,400.00		$5,681.16		$71,718.84
CE	Construction Engineering - Construction ITD construction admin. Expenses minimum *$4,500 (3% - 10% of PCE depending on the complexity of the project)*	3.00%	$2,500.00		$183.50		$2,316.50
CL	Construction Engineering - Construction LHTAC construction admin. Expenses minimum *$10,000 depending on the complexity of the project*		$10,000.00		$734.00		$9,266.00
CC	Consultant Construction Inspection (Consultant) 5% - 20% of PCE or $30,000 minimum *(Consultants shall be selected through ITD established procedures)*	5.00%	$30,000.00		$2,202.00		$27,798.00
PE	Preliminary Engineering - ITD Design ITD Expenses minimum *$4,500 (3% - 10% of PCE depending on the complexity of the project)*		$2,500.00		$183.50		$2,316.50
PL	Preliminary Engineering - LHTAC Design Expenses: *$10,000*		$10,000.00		$734.00		$9,266.00
PC	Preliminary Engineering - Consultant design Expenses: *$30,000 - $90,000 (Approximatly 5% - 30% of PCE based on complexity of project design)*	5.00%	$30,000.00		$2,202.00		$27,798.00
	Total Estimate (Infrastructure):		**$537,400.00**		**$39,445.16**		**$497,954.84**

Total Project Estimate	Total Local Match	Total Federal Match
$537,400.07	$39,445.16	$497,954.84
Meets maximum federal limit for infrastructure.		

Initial cash match payment (10% of Total Local Match, $3,500 minimum): **$3,944.52**

Funding Year		
Activity	Fiscal Year (Option 1)	Fiscal Year (Option 2)
Design	2021	2022
Construction	2022	2023

** In this section, Indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.*

Fiscal Year *- The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.*

CITY OF IDAHO FALLS
Engineering Department
Bid Proposal

West Side Idaho Falls Path Connections - Pancheri Dr., Grizzly Av, Saturn Av Sidewalks

Item No.	Description	Unit	Total	2	3	4	5	6	corner	north	Unit Cost	
201-010A	Clearing and Grubbing	L.S.	1	1	1	1	1				$3,000.00	$3,000.00
205-005A	Excavation	C.Y.	1325	100	135	104	186		300	500	$17.00	$22,525.00
205-040A	Granular Borrow	C.Y.	744	27	223	96	148		100	150	$54.00	$40,176.00
602-035A	18" Pipe Culv	FT	67		67						$80.00	$5,360.00
605-035A	18" Storm Sewer Pipe	FT	24	24							$80.00	$1,920.00
605-625A	Inlet TY 5	EACH	1	1							$3,000.00	$3,000.00
614-015A	Sidewalk	S.Y.	340	30	30		120		60	100	$110.00	$37,400.00
640-015A	Subgrade Seperation Geotextile	S.Y.	7592	599	609	466	1118		1800	3000	$2.00	$15,184.00
652-005A	Repair Underground Sprinkler Systems	L.S.	12	1	1	1	1		3	5	$1,000.00	$12,000.00
S605-05A	Adjust Stormdrain Manhole	EACH	2	2							$1,000.00	$2,000.00
S637-10A	Aggregate Base Path	TON	2530	200	203	155	372		600	1000	$25.00	$63,250.00
S637-15A	2" Asphalt Plantmix Pavement	TON	839	66	68	51	124		200	330	$90.00	$75,510.00
S901-05A	Remove and Replace Sign	EACH	2				2				$500.00	$1,000.00
	Hawk signal	Each	1								$20,000.00	$20,000.00
	36" pipe at Grizzly	Ft	24								$150.00	$3,600.00
												$305,925.00
	Traffic Control		1								$15,296.25	$15,296.25
	SWPP		1								$15,296.25	$30,592.50
												$351,813.75
	Mobilization		1								$35,181.38	$35,181.38
	Total											$386,995.13
	Contingency (20%)										$77,399.03	$77,399.03
	CE & I (10%)										$38,699.51	$38,699.51
	Design (10%)										$38,699.51	$38,699.51
	Total											**$541,793.18**

D. Match Commitment Letter

PARKS & RECREATION

Parks / Cemeteries (208) 612-8479
Recreation / Rentals (208) 612-8480
Aquatic Center (208) 612-8519
Administration (208) 612-8482
Zoo (208) 612-8470
Fax (208) 612-8179

IDAHO FALLS
PARKS & REC

January 31, 2020

City of Idaho Falls
Chris Canfield, P.E.
P.O. Box 50220
Idaho Falls Idaho 83405

RE: Idaho Falls West Path Connections Match Funds

Mr. Canfield,

This letter is in regards to the match funds required for the City of Idaho Falls Transportation Alternative Program grant request, to provide for the West path connections along Grizzly and Pancheri Rd.

The City of Idaho Falls Parks & Recreation Department is aware of the 7.34% local match requirements for the above referenced project grant application. Current Estimates for the project is at $537,400. The local match requirement for this amount would be $39,445.16. The City is committed to support this reimbursement project local share for this amount from the Parks & Recreation Department Capital Greenbelt Improvement funds budgeted.

Please let me know if you have any questions or concerns.

Sincerely,

Ronnie Campbell,
Division of Parks & Recreation Superintendent

E. Right of Way Certificate (ITD-1983)

Your Safety • Your Mobility
Your Economic Opportunity

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department

ITD 1983 (Rev. 08-19)
itd.idaho.gov

Key Number	Project Number	Project Name
		West Side Idaho Falls Path Connections

Local Public Agency
Idaho Falls, Idaho

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- [x] All roadway work will be done within the existing right of way.
- [x] No utilities are involved in this project and, Power, Water, Sewer, will be retained and protected.
- [ ] _____ (*Number*) utilities are impacted and agreements are in place.

Right of Way is Required

Number of ownerships acquired _____ Total amount paid $_____

- [ ] _____ (*Number*) Temporary Easements are required, but will be acquired by the Sponsor.

Number of parcels in condemnation or pending final settlement _____

Number of Relocations _____

- [ ] No utilities are involved in this project
- [ ] _____ (*Number*) utilities are impacted and agreements are in place for _____, _____, _____, _____, _____ utilities.

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed $5,000.00.

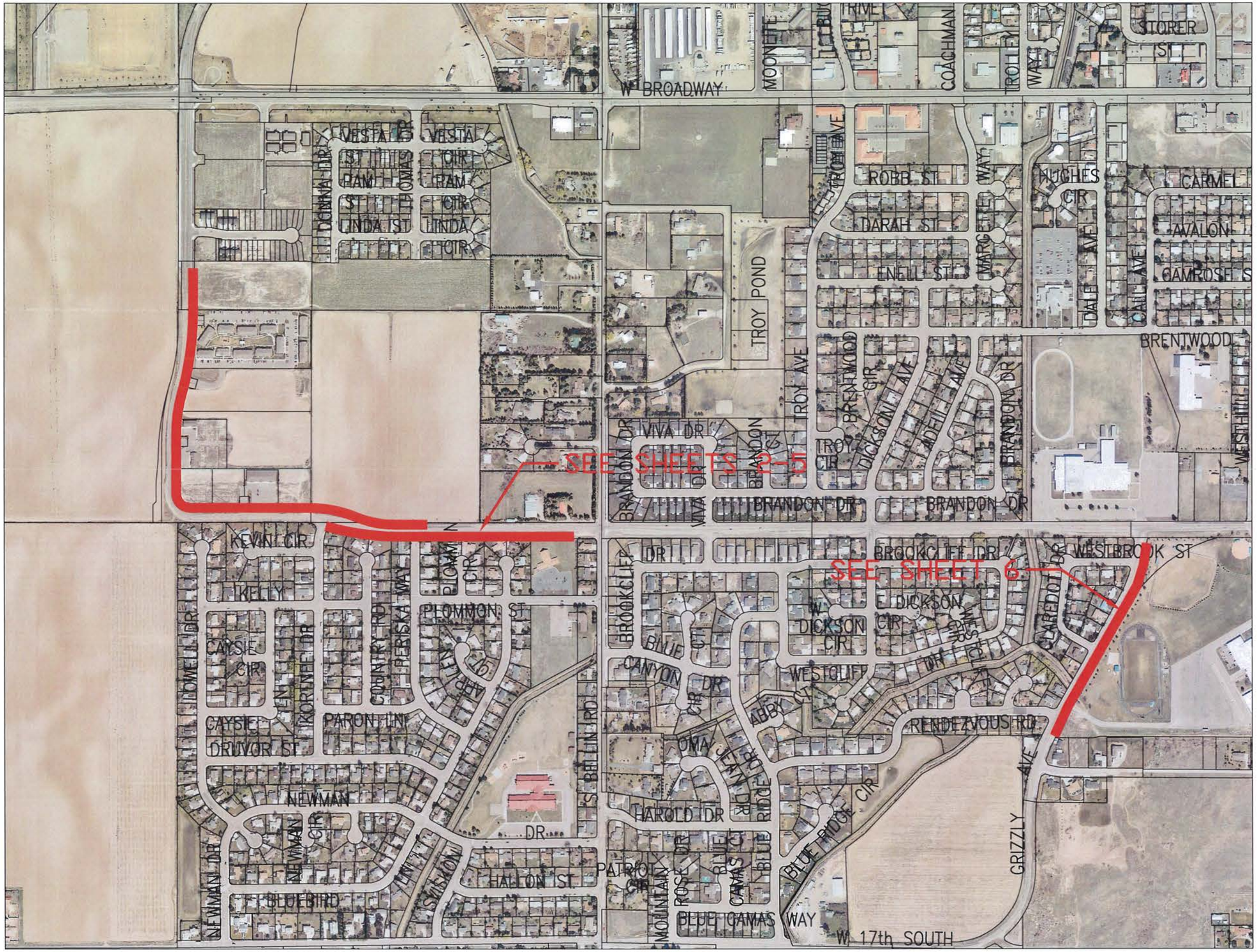
I hereby certify that I have no knowledge of any previous hazardous materials use, or contamination discovered, on any of the lands to be utilized on this project.

Agency Contact's Name (Printed)	Phone Number	E-Mail Address
Chris Canfield, P.E.	(208) 612-8259	ccanfield@idahofallsidaho.gov

Attester's Signature (Clerk or Secretary)	Date	Chairman, President, or Mayor's Signature	Date
Kathy Hampton	11-4-2019	Rebecca	11-4-19

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

F. Project Plans



PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

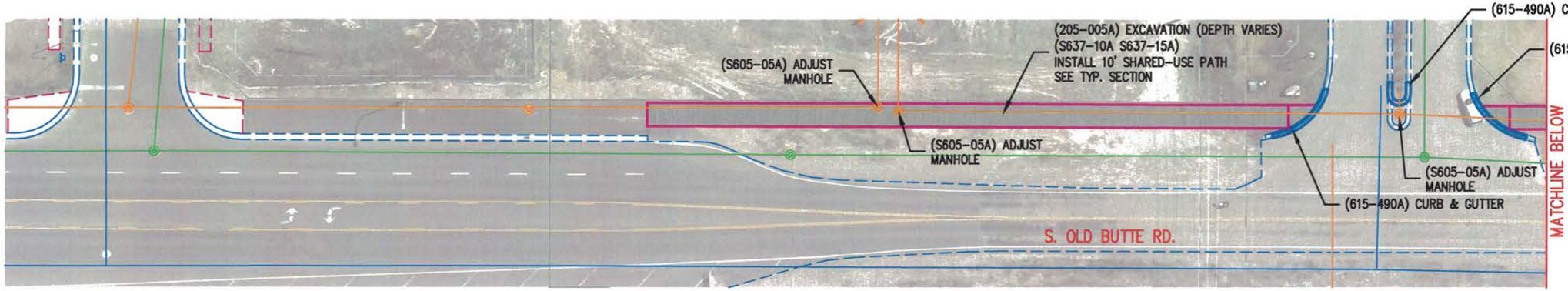
NOT FOR CONSTRUCTION PRELIMINARY

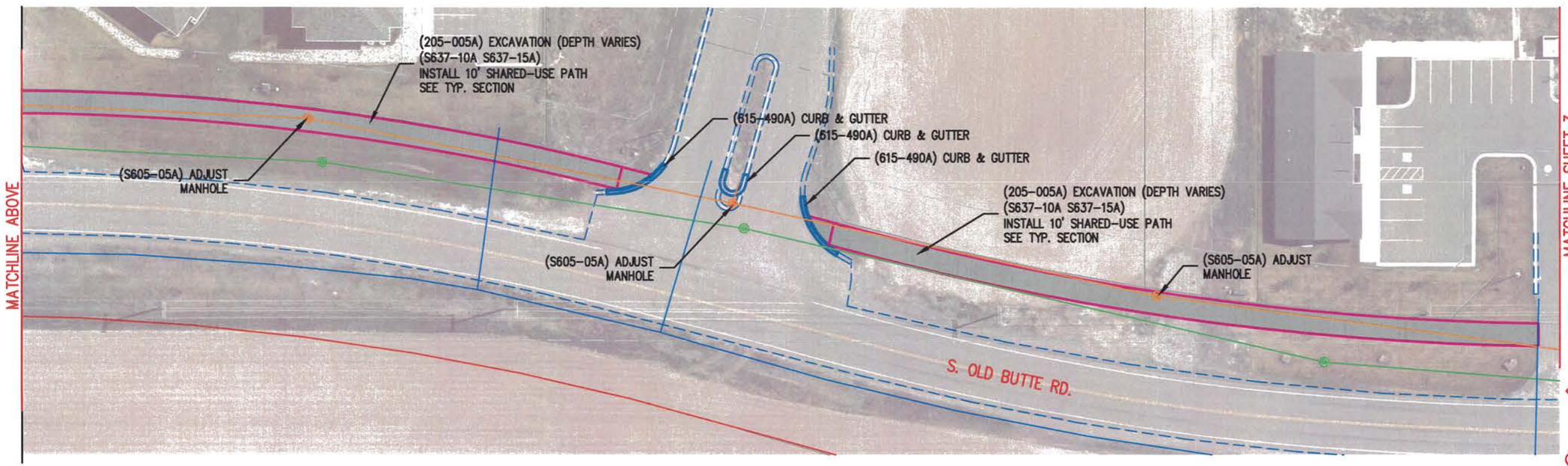
AS BUILT:	IDAHO FALLS PUBLIC WORKS
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY	
ENGINEERING DIVISION	

WEST SIDE IDAHO FALLS
PATH CONNECTIONS
OVERALL LAYOUT

CHK BY: YG	DSG BY: RS	DWN BY: RS	
FILE NO. 0000-WEST-SIDE		DATE PLOTTED: 11/8/2019	SHEET NO. 1 OF 6
DWG NO. MAIN-TAP2020-OVERALL LAYOUT			

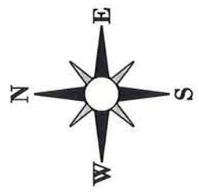
201–010A	Clearing and Grubbing	1 L.S.
205–005A	Excavation	100 C.Y.
205–040A	Granular Borrow	10 C.Y.
615–490A	Curb & Gutter	177 L.F.
640–015A	Subgrade Separation Geotextile	599 S.Y.
652–005A	Repair Underground Sprinkler Systems	1 L.S.
S605–05A	Adjust Storm Drain Manhole	6 EACH
S637–10A	Aggregate Base Path (1005 S.Y.)	322 TON
S637–15A	Plantmix Path (1005 S.Y.)	112 TON







NOT FOR CONSTRUCTION PRELIMINARY



0 50 HORIZONTAL 100 Feet

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

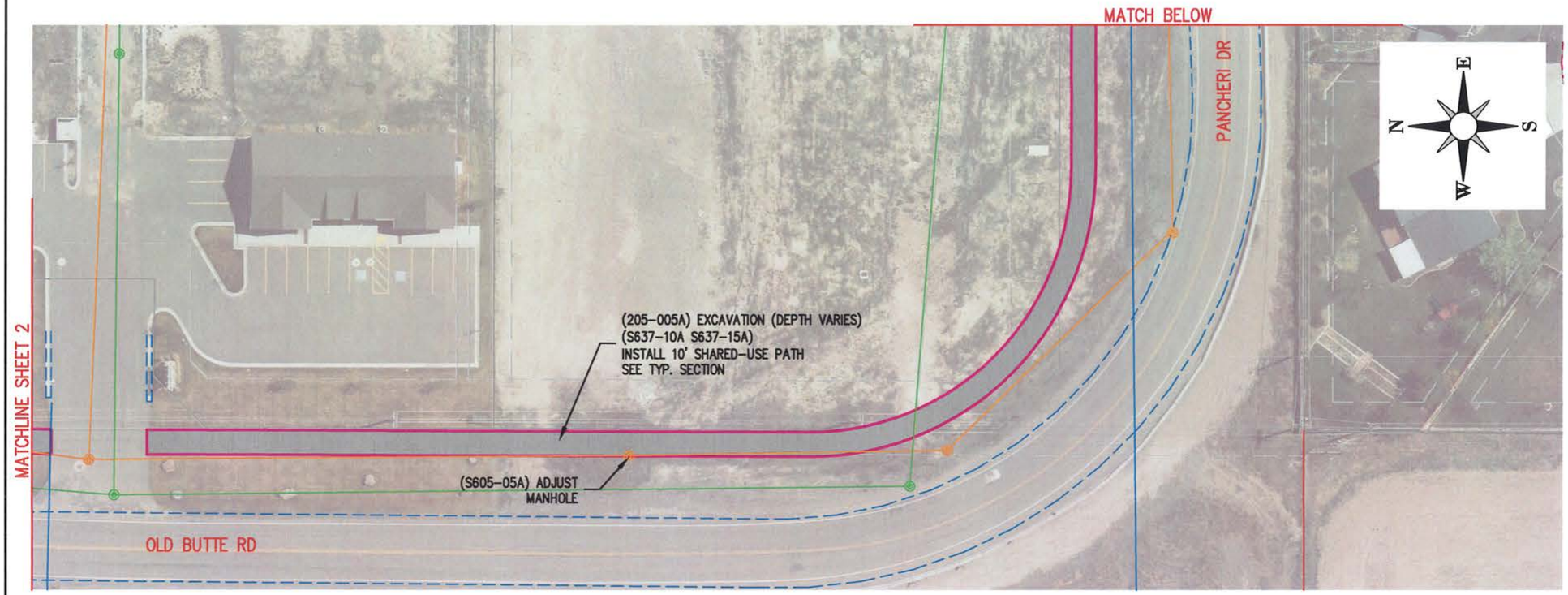
ENGINEERING DIVISION

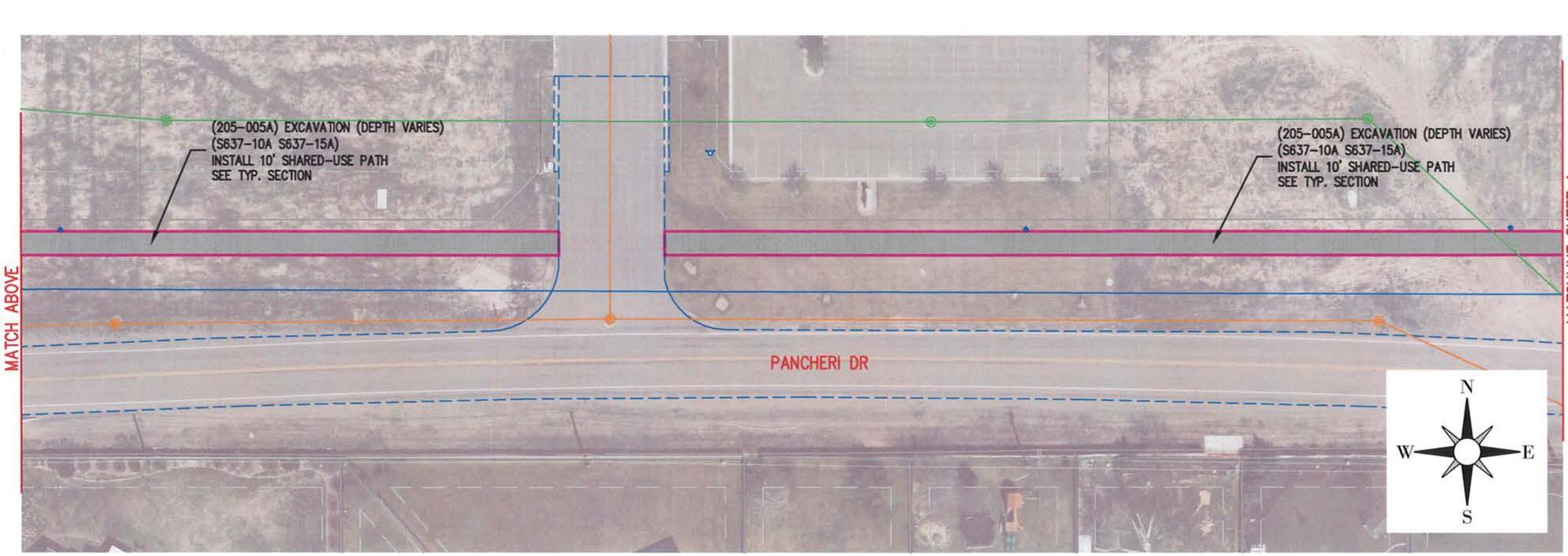
IDAHO FALLS PUBLIC WORKS

WEST SIDE IDAHO FALLS PATH CONNECTIONS
S. OLD BUTTE RD. AND
PANCHERI DR. SIDEWALKS

CHK BY:	YG	DSG BY:	RS	DWN BY:	RS
FILE NO. STR–0000–00		DATE PLOTTED: 11/8/2019		SHEET NO. 2 OF 6	
DWG NO. MAIN–TAP2020–Pancheri					

201-010A	Clearing and Grubbing	1 L.S.
205-005A	Excavation	100 C.Y.
205-040A	Granular Borrow	12 C.Y.
640-015A	Subgrade Separation Geotextile	1234 S.Y.
652-005A	Repair Underground Sprinkler Systems	1 L.S.
S605-05A	Adjust Storm Drain Manhole	1 EACH
S637-10A	Aggregate Base Path (1234 S.Y.)	395 TON
S637-15A	Plantmix Path (1234 S.Y.)	137 TON





0 50 HORIZONTAL 100 Feet

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

NOT FOR CONSTRUCTION PRELIMINARY PLAN ONLY

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

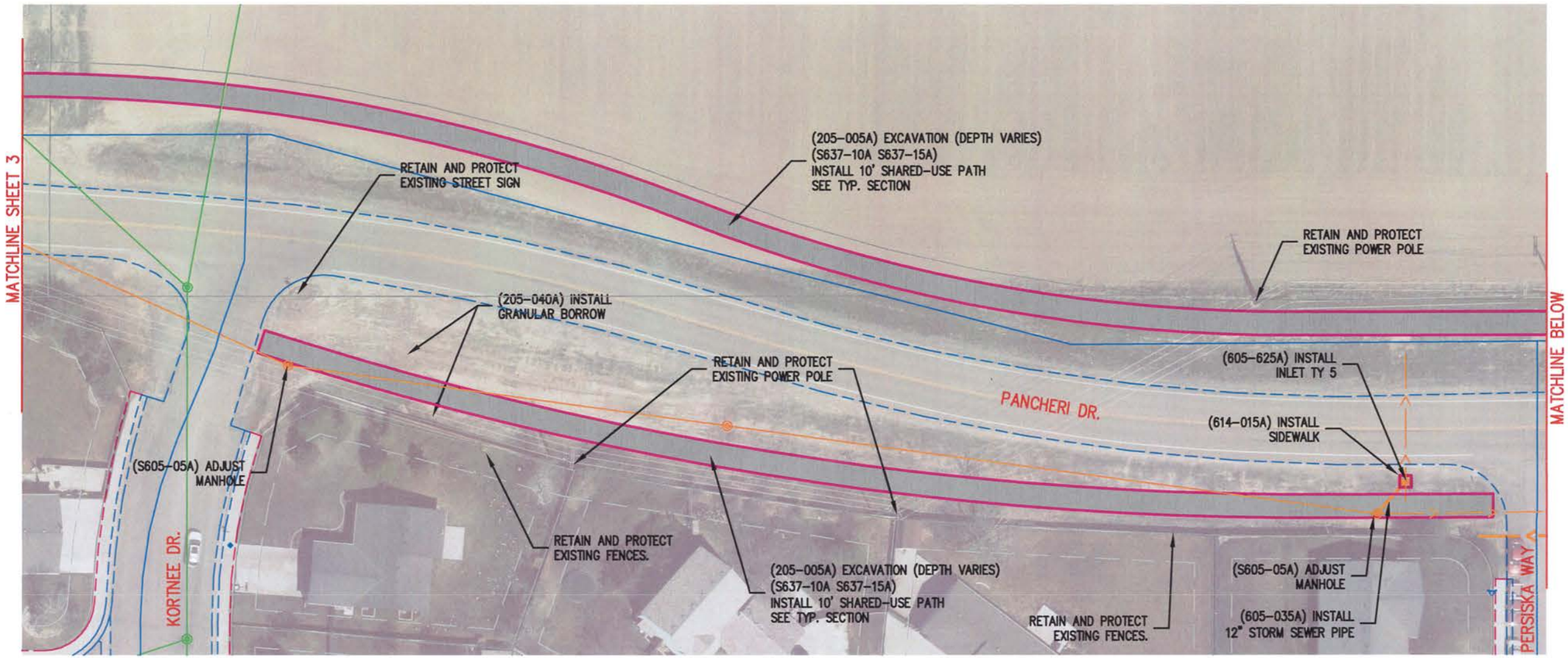
ENGINEERING DIVISION

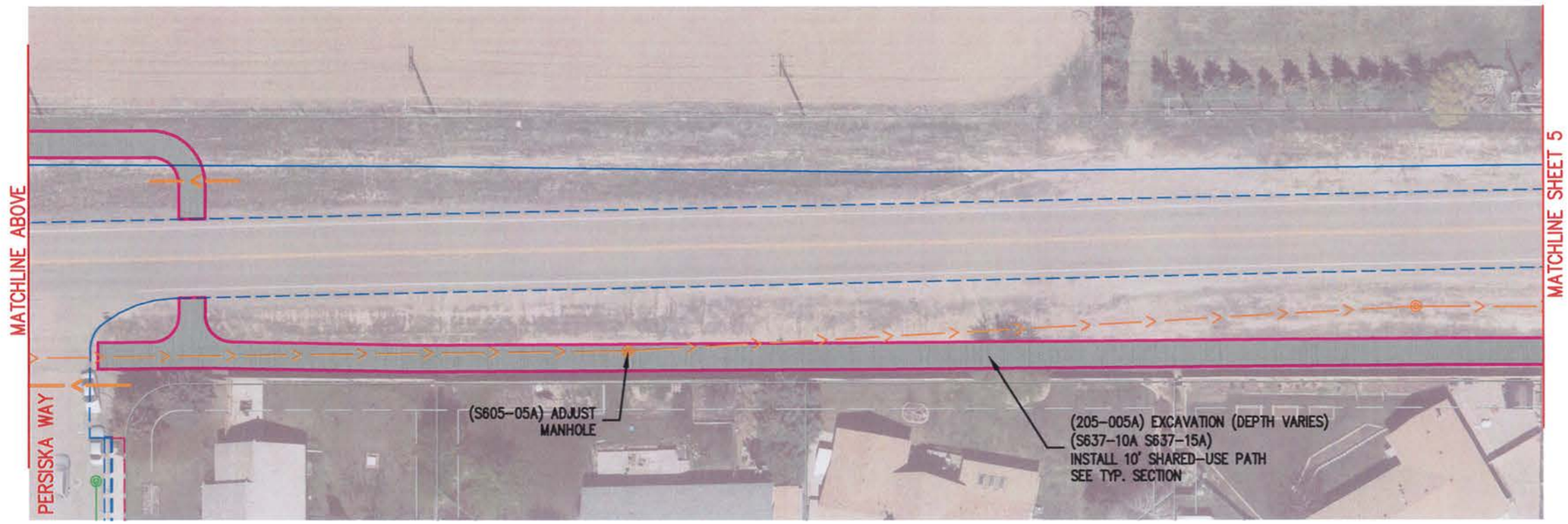
IDAHO FALLS PUBLIC WORKS

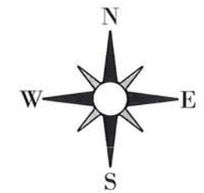
WEST SIDE IDAHO FALLS PATH CONNECTIONS
S. OLD BUTTE RD AND
PANCHERI DR. SIDEWALKS

CHK BY:	YG	DSG BY:	RS	DWN BY:	RS
FILE NO. STR-0000-00				DATE PLOTTED: 11/8/2019	SHEET NO. 3 OF 6
DWG NO. MAIN-TAP2020-Pancheri					

201-010A	Clearing and Grubbing	1 L.S.
205-005A	Excavation	100 C.Y.
205-040A	Granular Borrow	27 C.Y.
605-035A	18" Storm Sewer Pipe	24 FT
605-625A	Inlet TY 5	1 EACH
614-015A	Sidewalk	3 S.Y.
640-015A	Subgrade Separation Geotextile	2064 S.Y.
652-005A	Repair Underground Sprinkler Systems	1 L.S.
S605-05A	Adjust Storm Drain Manhole	2 EACH
S637-10A	Aggregate Base Path (2064 S.Y.)	660 TON
S637-15A	Plantmix Path (2064 S.Y.)	229 TON







0 50 HORIZONTAL 100 Feet



NOT FOR CONSTRUCTION PRELIMINARY ONLY

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

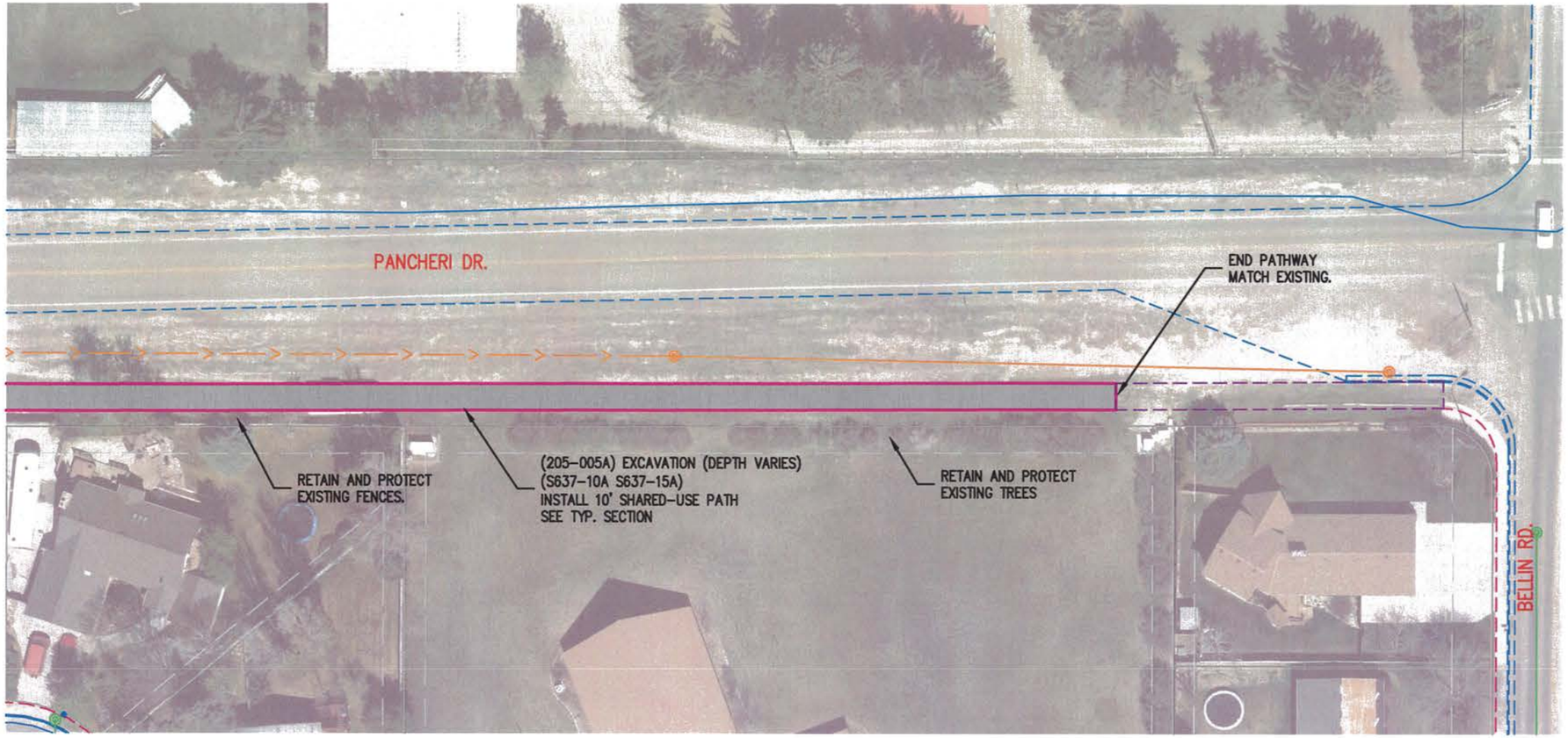
ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

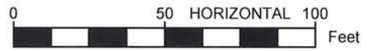
WEST SIDE IDAHO FALLS PATH CONNECTIONS S. OLD BUTTE RD. AND PANCHERI DR. SIDEWALKS

CHK BY:	YG	DSG BY:	RS	DWN BY:	RS
FILE NO. STR-0000-00				DATE PLOTTED: 11/8/2019	SHEET NO. 4 OF 6
DWG NO. MAIN-TAP2020-Pancheri					

201–010A	Clearing and Grubbing	1 L.S.
205–005A	Excavation	104 C.Y.
205–040A	Granular Borrow	96 C.Y.
640–015A	Subgrade Separation Geotextile	466 S.Y.
652–005A	Repair Underground Sprinkler Systems	1 L.S.
S637–10A	Aggregate Base Path (466 S.Y.)	155 TON
S637–15A	Plantmix Path (466 S.Y.)	51 TON







AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

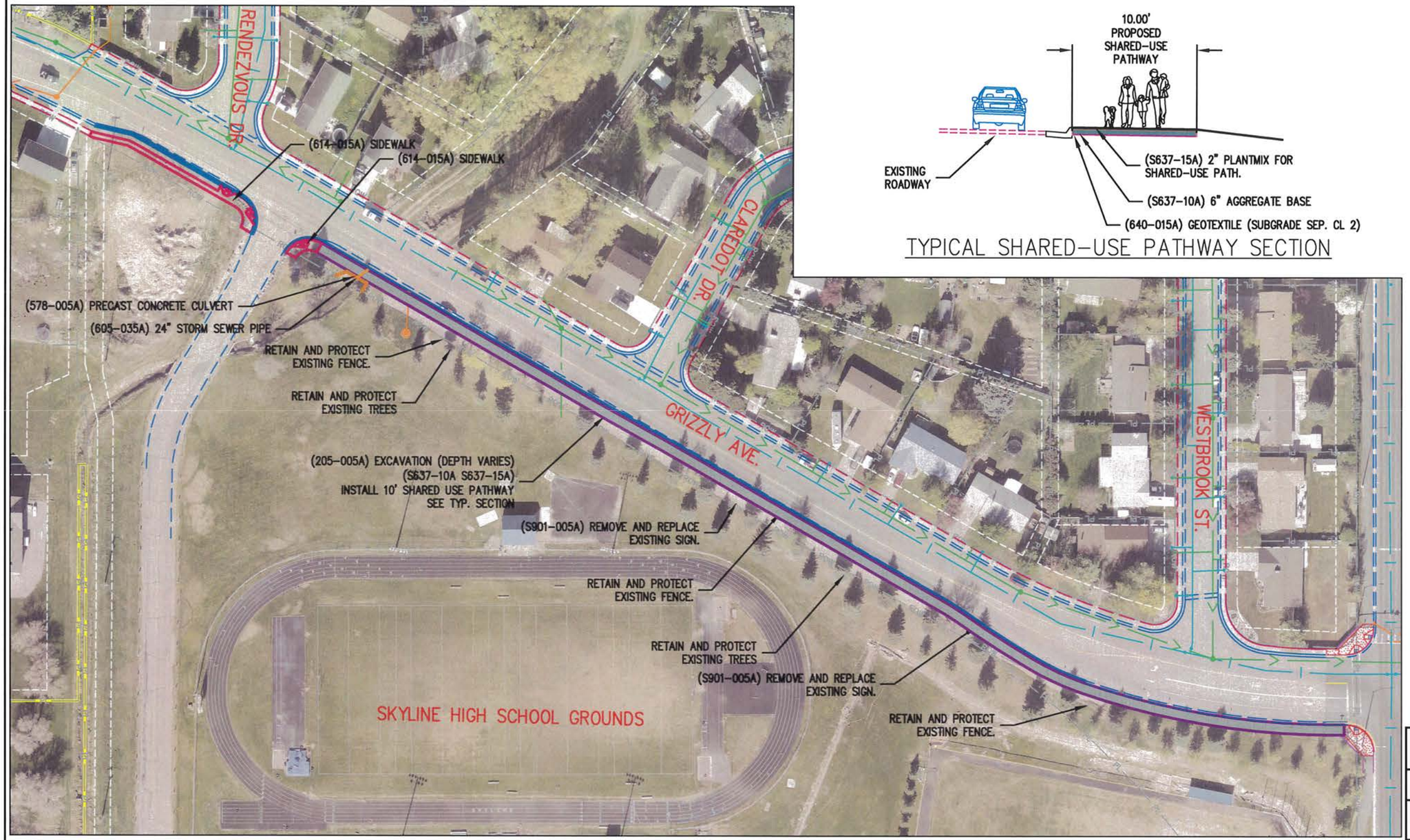
ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

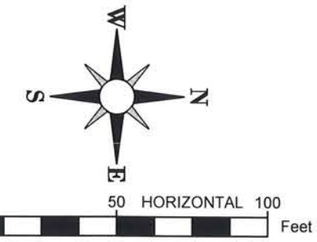
WEST SIDE IDAHO FALLS PATH CONNECTIONS
S. OLD BUTTE RD. AND
PANCHERI DR. SIDEWALKS

CHK BY: YG	DSG BY: RS	DWN BY: RS
FILE NO. STR–0000–00	DATE PLOTTED: 11/8/2019	SHEET NO. 5 OF 6
DWG NO. MAIN–TAP2020–Pancheri		

201–010A	Clearing and Grubbing	1 L.S.
205–005A	Excavation	186 C.Y.
205–040A	Granular Borrow	148 C.Y.
578–005A	Precast Concrete Culvert	44 FT
605–035A	24" Storm Sewer Pipe	16 FT
614–015A	Sidewalk	175 S.Y.
640–015A	Subgrade Separation Geotextile	1226 S.Y.
652–005A	Repair Underground Sprinkler Systems	1 L.S.
S637–10A	Aggregate Base Path (1226 S.Y.)	392 TON
S637–15A	Plantmix Path (1226 S.Y.)	137 TON
S901–05A	Remove and Replace Sign	2 EACH



TYPICAL SHARED–USE PATHWAY SECTION



AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

WEST SIDE IDAHO FALLS PATH CONNECTIONS
GRIZZLY AVE. SIDEWALKS

CHK BY: YG	DSG BY: RS	DWN BY: RS	
FILE NO. STR–0000–00		DATE PLOTTED: 11/8/2019	SHEET NO. 6 OF 6
DWG NO. MAIN–TAP2020–Pancheri			

G. MPO Support Letter & Letters of Support (Agencies)

BMPO

Bonneville Metropolitan Planning Organization

545 Shoup Ave, Suite 257, Idaho Falls, ID 83402 • (208) 612-8530 • bmpo@bmpo.org • www.bmpo.org
Serving the citizens of Ammon, Idaho Falls, Iona, Ucon and Bonneville County

Michelle Ziel-Dingman, Chair
Council Member
City of Idaho Falls

Brian Powell,
Vice Chair
Council President
City of Ammon

Rebecca Casper
Mayor
City of Idaho Falls

Craig Sturman
Mayor
City of Ucon

Dan Gubler
Mayor
City of Iona

Bryon Reed
Commissioner
Bonneville County

Jim Freeman
Council Member
City of Idaho Falls

Jim Francis
Council Member
City of Idaho Falls

Rance Bare
TRPTA Board

Jason Minzghor
Engineer
ITD District 6

January 17, 2020

City of Idaho Falls Public Works
Chris Fredrickson, P.E.
308 Constitution Way
Idaho Falls Idaho 83402

Attn: TAP Grant Application – West Path Connections, Idaho Falls

Dear Director Fredrickson,

This letter is in regards to the City of Idaho Fall's TAP Grant request, to provide the pathway connections on the West side of town along Grizzly Ave, and Pancheri Rd.

These routes are identified by our Connecting Our Community Bicycle Pedestrian Plan as an integral extension to complement the existing path system and increase the viability and future use of the City's pathway system through the west side of the City. These routes will provide for a much needed connectivity on the West side of Idaho Falls connecting Skyline High School, Eagle Rock Junior High and Ethyl Boyes Elementary Schools to the west side neighborhoods. The development of projects such as this compliment the goals of the City thru increased mobility within the City limits. It also provides for economic development with a top notch trail system that enhances tourism and cyclist events within the community.

Projects like these are a great asset in providing further alternative transportation access to our patrons in our community. Our goal is to work together within the City and beyond to enhance the user experience on our trail system to enhance mobility, public safety, and encourage the benefits of economic opportunities afforded to us with projects such as these.

Please consider these enhancements as you pursue the Federal Grant options available for projects such as these.

If you have any questions or concerns regarding this request please feel free to contact me at 208.612.8509.

Sincerely,

DaNiel Jose

OFFICE OF THE MAYOR

Rebecca L. Noah Casper | *Mayor*
Office (208) 612-8235
Fax (208) 612-8560

IDAHO FALLS

January 31, 2020

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

RE: West Path Connections, Idaho Falls

This letter is in support of the City of Idaho Falls' TAP Grant request to provide essential pathway connections along Grizzly Avenue and Pancheri Drive.

These routes are identified by our Connecting Our Community Path Plan as integral extensions to our existing path system. They increase the viability and future use of the City's pathway system throughout the west side of the City and provide much needed connectivity from Skyline High School, Eagle Rock Junior High and Ethyl Boyes Elementary Schools with adjacent neighborhoods.

This project also enhances pedestrian safety and helps increase mobility within City limits. Additionally, it assists with economic development activities by providing a top-notch trail system enhancing tourism and cyclist events within the community.

Projects such as these provide great benefit both in connectivity and in public safety to the City of Idaho Falls and we express our continued support for this and other Federal Grant options available for similar projects. Please consider these enhancements as you pursue the federal grant options available for projects such as these.

Sincerely,

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

Idaho Falls
School District 91
A World Class Education

Jan. 29, 2020

To Whom It May Concern,

Idaho Falls School District 91 is pleased to support the City of Idaho Falls' TAP Grant request to provide for pathway connections on the city's west side along Grizzly Avenue, Pancheri Road and S. Old Butte Road.

Establishing a safe pathway system would be a real asset to students who choose to walk or bike to school. Improving connectivity on the west side of Idaho Falls would benefit many of the students who attend Skyline High School, Eagle Rock Middle School and Ethel Boyes Elementary School. It also would improve the overall safety of these routes, especially along Grizzly Avenue.

We are proud to partner with the city in this effort to improve and enhance these pathways, which have been identified as priorities in the city's Connecting Our Community Path Plan. These improvements also would support the district's goal of encouraging students to adopt healthy habits by expanding opportunities for D91's students to walk and bike to school.

Thank you for your consideration.

Sincerely,

Margaret Wimborne

Margaret Wimborne
Idaho Falls School District 91
Director of Communications
& Community Engagement

Idaho Recreation and Park Association
PO 660 E Civic Ln
Eagle, ID 83616
208-790-7001
bjohnson@cityofeagle.org
https://irpa.wildapricot.org/

PJ Holm
Director of Parks and Recreation
City of Idaho Fall
520 Memorial Drive
Idaho Falls, ID 83402
Director Holm,

Idaho Recreation and Parks Association is dedicated to promoting and improving park and recreation services in Idaho and ensuring that park and recreation issues are given high priority in local, state, and federal decision-making. In addition, IRPA promotes the meaningful benefits of Parks and Recreation whenever and wherever possible.

On behalf of the Idaho Recreation Park Association board of directors, I would like to give our letter of full support to the four TAP grant applications presented. After review from the board, we see that each project will improve the multimodal transportation opportunities within Idaho Falls. As a result, these projects will improve the overall quality of life and marketability as a destination for active recreation in Idaho Falls.

Warm regards,



Brandon "Beeg" Johnson
Board President, Idaho Recreation and Park Association
bjohnson@cityofeagle.org

Eastern Idaho Public Health
Prevent. Promote. Protect.

BONNEVILLE COUNTY
1250 Hollipark Drive
Idaho Falls, ID 83401
OFFICE 208-522-0310
FAX 208-525-7063

January 17, 2020

Idaho Falls Parks & Rec
Attn: P.J. Holm, CPRP
Director of Parks and Recreation
520 Memorial Drive
Idaho Falls, Idaho 83402

TAP Grant Committee Members:

Eastern Idaho Public Health (EIPH) would like to express its support of the support of the City of Idaho Falls' Transportation Alternative Program grant application for the West Path Connections. This project will provide for a path connection along Grizzly Avenue fronting Skyline High School and along Pancheri west of Belin Road and up Old Butte Road. This project will improve multimodal transportation within our community, improving our community's quality of life, marketability as a destination for active recreation, and our residents' overall health.

The mission of EIPH is to prevent disease, disability and premature death; to promote healthy lifestyles; and to protect and promote the health and quality of our environment. EIPH was created by the Idaho legislature in 1970 to provide public health education, physical health, environmental health, public health administration and other services needed to Bonneville, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, and Teton Counties.

In summary, this project aligns with our mission and we definitely support the efforts of the City of Idaho Falls to continue its initiative to make the City one of the most bicycle and pedestrian-friendly communities in Idaho.

I am pleased to offer this letter of support in recognition of the City supporting Idaho Smart Growth principles and helping the Idaho Falls area be a better, smarter, healthier place to live. If you should have questions or need any additional information, please do not hesitate to contact me at (208) 533-3163 or grackow@eiph.idaho.gov.

Sincerely,

Geri L. Rackow

Geri L. Rackow, Director
Eastern Idaho Public Health

H. Site Map of Connections (COC Plan and Land Use)

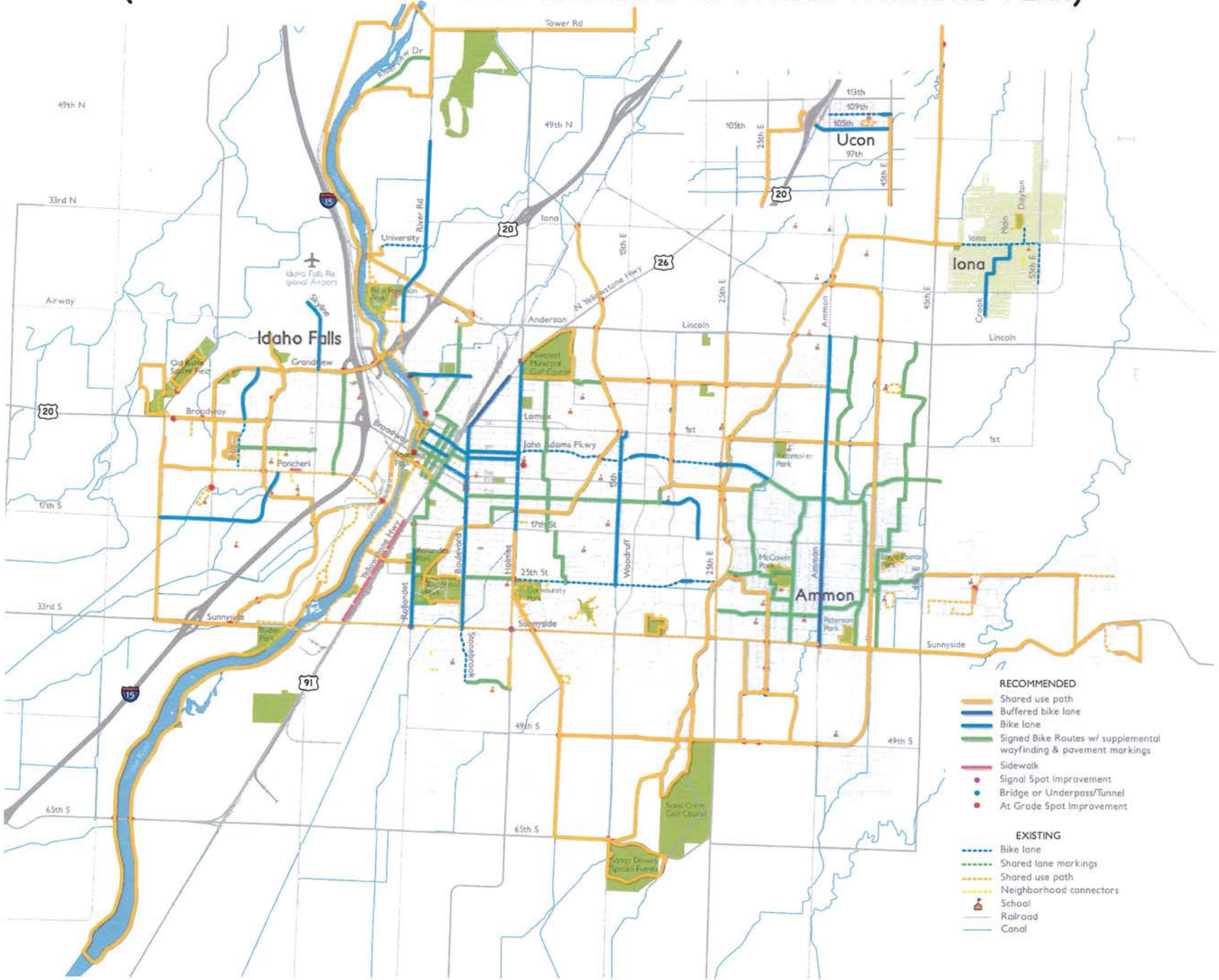
Please also reference our Connecting our Community Plan at:

https://id-idahofalls.civicplus.com/621/Connecting-Our-Community

CONNECTING OUR COMMUNITY

SCALE 1" = 7000'

(COMPREHENSIVE AREA WIDE PEDESTRIAN & CYCLIST PATHWAYS PLAN)



VICINITY MAP (BIKE/PED PLAN)



RECOMMENDED

- Shared use path
- Buffered bike lane
- Bike lane
- Signed Bike Routes w/ supplemental wayfinding & pavement markings
- Sidewalk
- Signal Spot Improvement
- Bridge or Underpass/Tunnel
- At Grade Spot Improvement

- Proposed project Phase 1
- Proposed project Phase 2
- Safety Route
- Existing project

EXISTING

- Bike lane
- Shared lane markings
- Shared use path
- Neighborhood connectors
- School
- Railroad
- Canal

1" = 2500'

WEST SIDE CONNECTION
BONNEVILLE COUNTY
CITY OF IDAHO FALLS

TABLE B.5 - MULTI-USE PATHS & CANAL TRAILS

Project Name	Length	Cost (low)	Cost (high)	Limit 1	Limit 2	Classification	Agency	Score Total	Notes
Idaho Falls									
Old Butte/Pancheri	0.81	$ 342,200	$ 406,300	Old Butte Path	Bellin Rd	Multi-use Path	Idaho Falls	30	Connector path or bike lane between Old Butte Rd and Pancheri path.
Greenbelt Trail West (Existing / Maintenance)	1.04	$ 850,000		Broadway St	US-20	Multi-use Path	Idaho Falls	30	Improving the pavement quality, width, and user experience along these existing and most popular sections of the Greenbelt Trail.
Greenbelt Trail East (Existing / Maintenance)	1.14	$ 785,000	$ 1,100,000	Broadway St	US-20	Multi-use Path	Idaho Falls	30	Improving the pavement quality, width, and user experience along these existing and most popular sections of the Greenbelt Trail.
Greenbelt Connector Path	0.44	$ 220,800	$ 255,600	Greenbelt Trail East	Rollandet Park	Multi-use Path	Idaho Falls	27	Would likely need to be coordinated with future developemnt. Area is very industrial currently and not attractive.
Holmes Ave Trail	0.49	$ 205,900	$ 283,200	25th St	17th St	Multi-use Path	Idaho Falls	24	Connects bike lanes to the north with other trails to the south. A bike lane is possible on Holmes adjacent to the trail based on traffic volumes, but there are few destinations to access along this stretch.
Idaho Canal Trail	3.60	$ 1,520,700	$ 1,805,800	Holmes Ave	Iona Rd	Canal Trail	Idaho Falls & Bonneville County	24	This pathway would provide a spine not only to the canal trail system, but to the entire bicycling and walking network. Countless connections to recreational areas, neighborhoods, and other destinations would also be made, as well as creating a continuous recreational route.
Greenbelt Trail (west)	1.36	$ 574,500	$ 789,900	Sunnyside Rd	Greenbelt Trail	Multi-use Path	Idaho Falls	23	Connect Snake River Landing and trail @ Sunnyside Rd.
Fremont Ave to Anderson Trail	1.15	$ 485,800	$ 576,900	Fremont Ave	Anderson St	Multi-use Path	Idaho Falls	22	A multi-use pathway parallel to Science Center Drive would link the INL Research Center with other INL Buildings (Willow Creek Bldg, EROB, etc.)
Greenbelt Trail (east) north	1.86	$ 933,000	$ 1,080,300	Greenbelt Trail	Riverview Dr	Multi-use Path	Idaho Falls & Bonneville County	22	Extension of Greenbelt to the north on the east side of the river from current terminus.
49th Path	2.83	$ 1,195,400	$ 1,419,600	Proposed Canal Trail	Proposed Eastern Idaho Rail Trail	Multi-use Path	Idaho Falls	22	East/west pathway linking many north/south pathways.
Loop Connector	0.69	$ 496,200	$ 600,000	Canal Path North of Pancheri	Cliff St	Multi-use Path	Idaho Falls	21	Could be added with new development, and would make more loops for recreational trail users to utilize downtown. Uses existing but unused railroad bridge over Snake River.

I. Project Site Photos

West Side Idaho Falls Path Connections Photos:



Grizzly South limits along Skyline High School



Grizzly North Limits along Skyline High School



Grizzly Connection to school complex (Eagle Rock Junior High) at Pancheri



Pancheri West limits at Kortnee (South side)



Pancheri East Limits at Bellin Rd. (South side)



Old Butte / Pancheri Connection (north limits)



Old Butte/Pancheri Connection (existing Broadway Path and underpass connection)



Old Butte / Pancheri Connection curve connection

EXHIBIT B

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure
Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

Memorandum

File #: 21-579 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Tuesday, July 19, 2022
DEPARTMENT: Public Works

Subject

State Local Design/Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the Meppen Canal Trail Project

Council Action Desired

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

Approval of the State Local Agreement and Resolution with ITD for the Meppen Canal Trail project and authorize the Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for consideration is a State Local Agreement and Resolution with ITD for design and construction to build pathway improvements along the Meppen Canal from the Idaho Canal to 25th East (Hitt Road). Proposed improvements include the construction of two bridges and nearly 2.2 miles of pathway.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

This Agreement supports the community-oriented results of reliable public infrastructure and transportation and livable community by enhancing the cities pathway network.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

The total cost of the project is anticipated to be $1,072,000. This Agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of $78,685 and that an initial payment of $7,869 be made to start the project.

Legal Review

The Agreement has been reviewed by the City Attorney.

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

2022-054

STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A023(696)
MEPPEN CANAL TRAIL, IDAHO CANAL TO 25TH EAST
BONNEVILLE COUNTY
KEY NO. 23696

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF IDAHO FALLS**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-aid for this project is $993,315.

5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:

   a. Project Development (State, Consultant, Local) - $500,000
   b. Construction - $572,000
   c. Total Estimated Project Costs - $1,072,000

6. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently $78,685).

7. This project shall be designed and constructed to an approved adopted standard. In the event that the Sponsor does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department's Roadway Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see http://apps.itd.idaho.gov/apps/manuals/manualsonline.html), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project. Design standards for this project shall include the 2010 ADA Standards for Accessible Design in effect on the date of this Agreement.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of $1,072,000, and assume responsibility for all costs of the project over and above the $993,315 federal-aid limit.

2. Pay to the State the sum of **$7,869**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State**.**

3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is _____, Phone No. _____.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.

5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.

6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.

7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.

8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.

9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.

10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.

12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to a maximum of $993,315.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the sidewalk as is necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor**'s** jurisdiction.

16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

17. Comply with all other applicable State and Federal regulations.

18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of $993,315.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.

4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.

5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor**,** and conduct a final inspection of the project when completed.

7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of $993,315.

8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor**.**

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor**.**

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator

ATTEST: **CITY OF IDAHO FALLS**

_____ _____
City Clerk Mayor

(SEAL)

By regular/special meeting
on _____.
hm:23696 SLA TAP

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the City of Idaho Falls, hereafter called the City**,** for development and construction of Meppen Canal Trail, Idaho Canal to 25th East; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The State can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A023(696) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

_____
City Clerk

Exhibit A

Meppen Canal Trail; Idaho Canal to 25th East; Idaho Falls

TAP Application 2024



2. PROGRAM GUIDANCE

2.1 PROGRAM GUIDANCE FOR 2021

Statement of Purpose: To share guidelines for the Transportation Alternatives Program

Program Administration Team: Local Highway Technical Assistance Council and Idaho Transportation Department

Proposed Guidelines and/or Rules:

Basic Structure:

- Application available by October 1, 2021
- Application due January 20, 2022
- Applicant is required to submit a signed document stating everything in this application is accurate and they are able to pay the 7.34% federal match
- Projects on a state route require coordination with the ITD District TAP coordinator prior to application submittal
- Projects off-system require coordination with LHTAC TAP coordinator prior to application submittal
- Projects outside of ITD Right-of-Way may use ISPWC standards

Application:

- Applications can be on the local system, state system, or both systems
- Limit of two applications per City, County, or Highway District (includes up to 1 Large TAP application)

TAP Coordinators:

- District 1 (North Idaho): Bill Roberson (208) 772-8019 (through 2021) or Marvin Fenn (208) 772-1208
- District 2 (North-Central Idaho): Ken Helm, (208) 799-4223
- District 3 (Southwest Idaho): Aaron Bauges, (208) 334-8964
- District 4 (South-Central Idaho): Trey Mink, (208) 886-7848
- District 5 (Southeast Idaho): Melodie Halstead, (208) 239-3370
- District 6 (East Idaho): Mark Layton, (208) 745-5626
- LHTAC (Local roads statewide): Amanda LaMott, (208) 344-0565

Scoring:

- Transportation Alternatives Program (TAP) Selection and Evaluation Committee to score applications
    - TAP committee: 1 staff member from LHTAC, 1 Idaho Transportation Department Bike/Ped coordinator, 1 representative from the walk/bike community, and 1 additional subject matter expert
- LHTAC staff to provide project recommendations to the LHTAC Council in March 2022 and the ITD Board as part of the Idaho Transportation Investment Program (ITIP) at the June 2022 meeting.

Funding:

- Fund up to $3.5M* in projects annually
  **Amount of annual funding may increase with a new federal transportation bill*
- Funding available in 2024 & 2025 (*2022 & 2023 if we get additional funds with a new transportation bill*)
- Maximum award of $500k for standard project. Maximum award of $1M for Large project
- No in-kind match is allowed
- Local jurisdictions may design the project in-house if they have a licensed engineer who can complete Federal-aid compliant design, but this work cannot be reimbursed by the TAP grant

- Local jurisdictions may not complete the construction administration, but can augment the construction engineering and inspection agreement by providing additional inspection. This work cannot be reimbursed by the TAP grant.
- All projects will require a 7.34% local match for projects up to $500,000 in federal funds
- Project costs may exceed $539,000 ($500k + local match) but the local sponsor is required to pay all costs above the $500k federal funding limit

Eligible use of Funds:

- Hire an engineer off the ITD term agreement list to complete the design to Federal-aid standards
- Fund construction of the project through federally compliant acquisition process (state and federal procurement rules must be followed)
- Fund construction engineering and inspection (CE&I) services by a consultant off the ITD term agreement list. Local sponsor cannot perform the construction administration, but can help augment inspection on TAP projects.
- CANNOT be used for salaries, equipment fees, or to reimburse sponsor agency for any work
- CANNOT be used for other project match, education, or outreach
- CANNOT be used to purchase ROW

Eligible applicants

- City, County, or Highway District
- Regional transportation authority
- Transit agency
- Natural resource or public land agency
- School district, local education agency, or school
- Tribal government

Sponsor certifies the following conditions of application:

- We are familiar with Transportation Alternatives Program eligibility criteria
- All Right-of-Way (ROW) is acquired and no environmental issues are known to exist
- This project doesn't impact any rail lines. If a track is being crossed, we have a documented agreement with the railroad and it's attached to this application
- Our budget accurately reflects the anticipated cost of the proposed project
- The information in the application accurately reflects available knowledge of our staff
- We understand this is a reimbursement grant and must furnish cash local match upfront and will be reimbursed as work progresses and invoices submitted with accompanying documentation
- The project must be brought to completion to receive funding
- If the applicant decides to remove this project after the project has begun, the sponsor may be required to pay for 100% of all federal funds expended
- We accept responsibility for future maintenance and operating costs of the completed project

Sponsor Signature (Authorized Official)	Date: 01/20/22
Chris Canfield, P.E.	Date: 01/20/22
Sponsor Printed Name	

3. APPLICATION

3.1 APPLICATION QUESTIONS

Project Title: Meppen Canal Trail, Idaho Canal to 25th East
Applicant Agency: City of Idaho Falls
Mailing Address (this can be a PO Box): P.O. Box 50220 Idaho Falls, Id. 83405
Also include a Physical address if different from your mailing address: 380 Constitution Way Idaho Falls, Id. 83405

Contact Name: Chris Canfield, P.E.
Phone: (208) 612-8259
Email: ccanfield@idahofalls.gov
Please list the person from your agency we should call if we have any questions on this project application.

*Second Contact Name: Kent Fugal, P.E.
Phone: (208) 612-8258
Email: kfugal@idahofalls.gov
*Second Contact is required so we can contact you in case the first person is no longer with your agency

State Highway Route(s) *if applicable* N/A

Beginning Mile Posts(s) *if applicable* N/A

Ending Mile Posts(s) *if applicable* N/a

Project Area

- ☐ Urbanized - Areas with population over 200,000
- ☑ Urban - Areas with population of 5,001 to 200,000
- ☐ Rural - Areas with population of 5,000 or less

Project costs:

Total Federal Funds: $496,101.64
Total Local Match: $39,298.36
Total Project Cost Estimate: $535,400.00

Federal reimbursement requested for: (select all that apply)

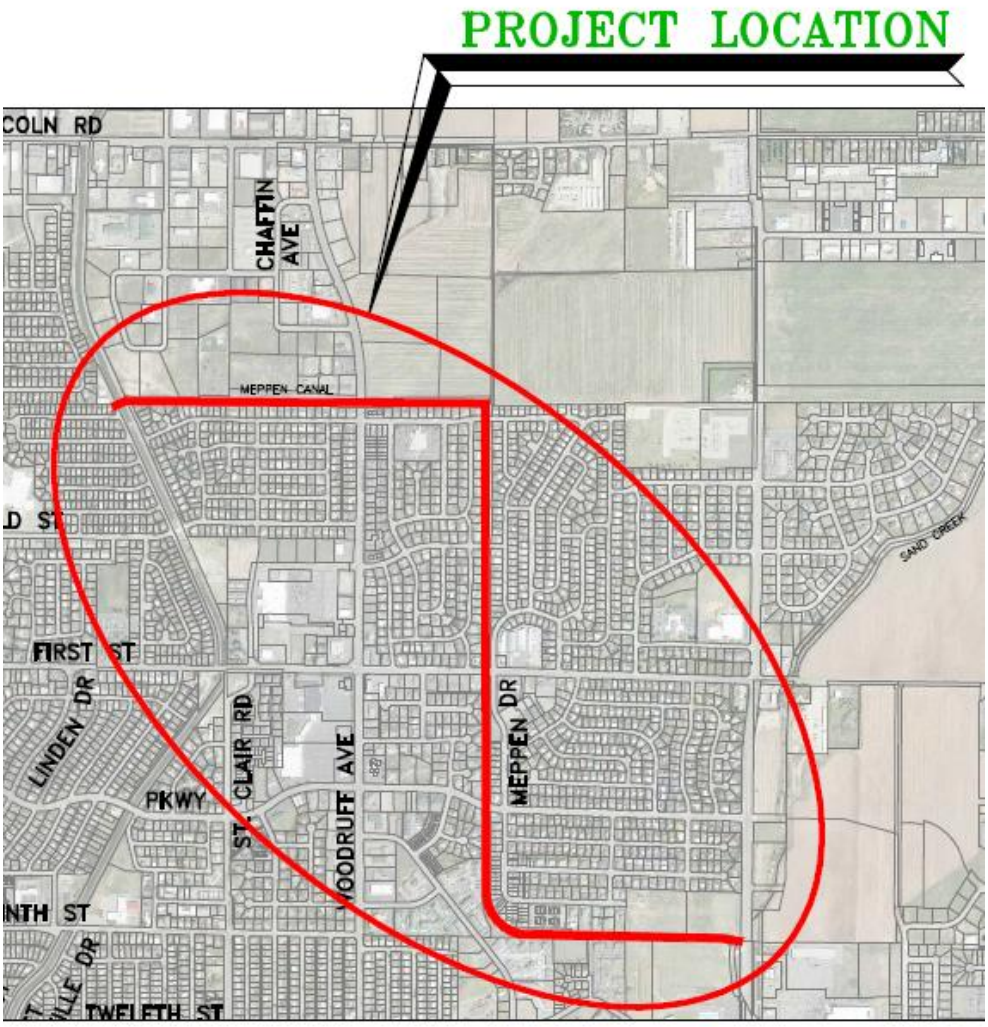
- ☐ Design activities
- ☑ Construction activities

Preference 1			Preference 2	
Design			**Design**	
2023	☑		2023	☐
2024	☐		2024	☑
Construction			**Construction**	
2024	☑		2024	☐
2025	☐		2025	☑

Meppen Canal Trail; Idaho Canal to 25th East, Application Questions:

1. Meppen Canal Trail - Idaho canal to 25th East TAP Project Map:

Please see the Vicinity Map (on the next sheet) and plans (in the attachment)



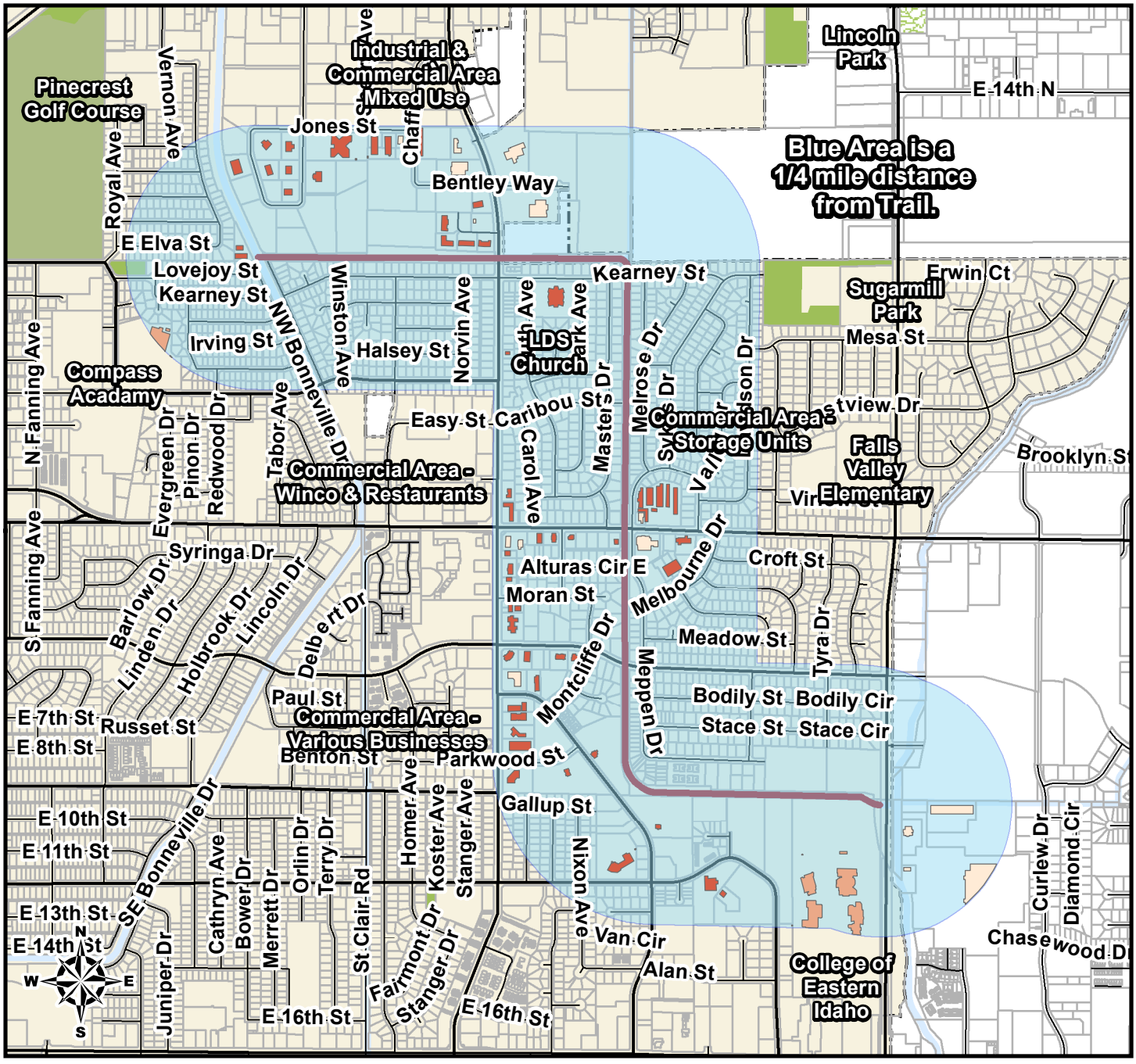
2. Meppen Canal Trail - Idaho Canal to 25th East TAP Project R/W:

The City has acquired the necessary easement to be in the Idaho Canal Irrigation District right of way via a master trail agreement (referenced in attachments). We have also included the ITD 1983 form as well as a letter of support form the Idaho Irrigation District for the planned pathway presented.

3. Meppen Canal Trail - Idaho Canal to 25th East TAP Railroad Right of Way:

This project does not fall within the railroad right of way.

VICINITY MAP



1 " = 1,500 '

MEPPEN CANAL TRAIL

MEPPEN CANAL - IDAHO CANAL TO 25TH EAST

BONNEVILLE COUNTY

CITY OF IDAHO FALLS

4. Meppen Canal Trail - Idaho Canal to 25th East TAP Project Description:

The City of Idaho Falls requests consideration of a project to provide a safe pathway connection along Meppen Canal in Idaho Falls from the Idaho Canal to 25th East. The subject area is a concern due primarily to the lack of adequate accommodation for bicycle and pedestrian access and connectivity.

"Connecting our Community" is a comprehensive bicycle, pedestrian, and trail facility master plan released in May 2014 that focuses on the Idaho Falls area. This master plan is the culmination of a year-long public planning process which included three community meetings with over 300 attendees, a statistically valid survey with over 1,100 responses, and online website participation from roughly 100 individuals.

The Canal trail system was prioritized as the most important current transportation alternative project to be implemented in the master plan.

This trail provides an important east west link though Idaho Falls, connecting many neighborhoods and other potential trail corridors and on-street bikeways. This project is over a mile in length (8,750 feet) and connects the north south Idaho Canal trail with neighborhoods, businesses and schools to the East side of Idaho Falls. This is an integral project in the goal of making this canal trail a reality. The canal's proximity to a large amount of the Idaho Falls population transportation potential will result in a welcome multi-modal transportation alternative for residents and visitors to Idaho Falls. This connection is identified on the plan for the very important East West connectivity that provides access from the Idaho Canal Trail service communities along 17th St including Community Park, Longfellow Elementary School, Linden Park Elementary School, Compass Academy and Dora Erickson Elementary School to Amenities along the 1st St corridor, John Adams Parkway and neighborhoods including Falls Valley Elementary School and the Eastern Idaho College (project terminus at 25th East).

The project requires a canal crossing at the Idaho Canal of which the City Parks Department is budgeting City funds to accommodate this portion of the project as well as the match requirements for the federal portion. This project will also require Pedestrian Hybrid Signal crossings at the arterial streets of Woodruff and 1st St. The City of Idaho Falls is proactively programming funds for these crossings to come out of our Traffic Signal fund to support this project.

Safety: The Crash Modification Clearing House recognizes improvements by providing sidewalk where pedestrians do not have to walk in the travel lane as a 26% reduction crash modification factor. Use of these factors for this project reflect a Benefit to Cost ration of 1.5 to 1.

This project will provide for the referenced pathway accommodations as well as providing for a more direct connection of the neighborhood to amenities reducing the exposure to traffic within the neighborhood.

5. Meppen Canal Trail - Idaho Canal to 25th East TAP Planning & Readiness:

"Connecting our Community" is a comprehensive bicycle, pedestrian, and trail facility master plan released in May 2014 that focuses on the Idaho Falls area Transportation plan. This master plan is the culmination of a year-long public planning process. The canal trail system was prioritized as the most important current transportation alternative project to be implemented in the master plan. The Meppen Canal trail provides an integral East West Connection for this system.

Idaho Falls does have an ADA Transition Plan adopted by resolution October 7, 2021 of which we are working towards completing. This project assists us in enhancing ADA Access on this integral East West Connection.

Idaho Falls works closely with our area MPO identified as the Bonneville County Metropolitan Planning Organization (BMPO). You will find a letter of support from the BMPO in our Community Letters of support (attached).

The project cost estimate is $535,400 of which the City match requirement is recognized to be $39,300 at (7.3%). The City has funds set aside to support the match funds and contract funds to be reimbursed for this project through approved City budgets within our Parks Department Capital Improvement Program. It is understood that the City would be responsible to budget and contract out the work in total with reimbursement requests to be completed and processed by ITD as the work is completed. This budget was approved by Ordinance 3328.

6. Meppen Canal Trail - Idaho Canal to 25th East TAP Mobility:

This project will provide for a safe alternate East-West pedestrian and bicycle route from the Idaho Canal (north South connection from Community Park and Longfellow Elementary to 9th St and Linden Park Elementary) to the East to Caribou St (Neighborhood including Falls Valley Elementary and surrounding neighborhood and South and East to the Eastern Idaho College. This connection would give a great alternative to the very busy arterial streets including **1st St** and Lincoln Road where traffic counts show an average daily traffic of over 18,000 vehicles per day in each roadway.

This project length was selected to provide a significant step towards the greater Idaho Canal trail system within the City. It will connect the Linden Park Elementary school (off of the Idaho Canal and 9th Street) and Longfellow Elementary School to the Falls Valley Elementary school area neighborhoods and Eastern Idaho College. It will also connect these neighborhoods to the business district along 17th Street, 1st St, John Adams Parkway and Woodruff Ave.

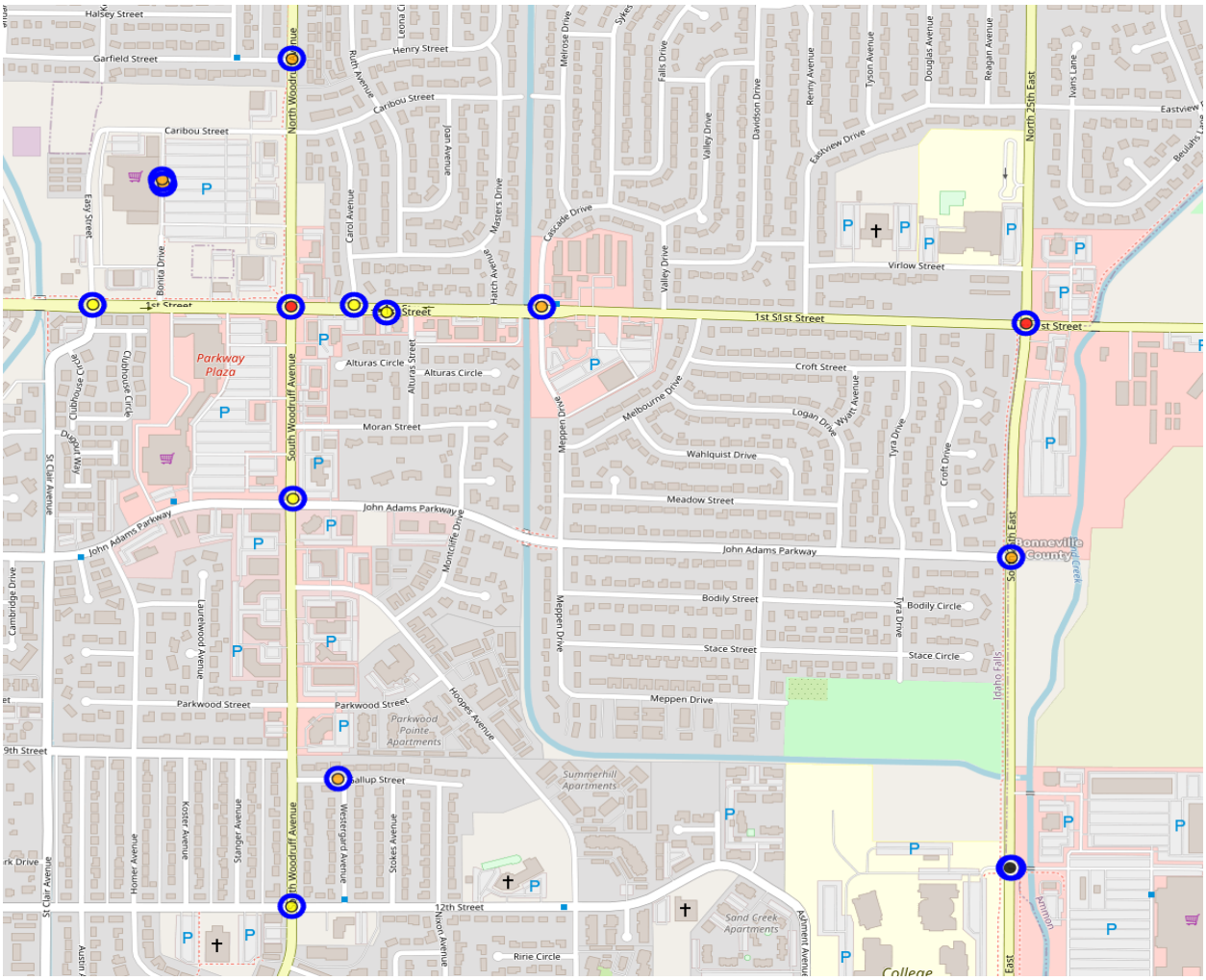
Walking trips will be greatly increased. Since the opening of a portion of the Idaho Canal Trail in August 2021, a count was done performed September 28-30 from 7:30 am to 6 pm. Daily counts included 12 cyclists and 42 pedestrians on the 28th, 16 cyclists and 57 pedestrians on the 29th, and 8 cyclists and 41 pedestrians on the 30th. With the completion of the canal crossing and increased connectivity, mobility on the path system will significantly increase.

7. Meppen Canal Trail - Idaho Canal to 25th East TAP Safety:

This project will create a safety benefit through separating the pedestrian and bicyclist traffic along these roadways where the pedestrian and bicyclist accommodations do not currently exist.

Review of the Idaho Local Road Crash Data for the last five years analysis for pedestrian or cyclist related accidents reflect that there was 1 fatal accident, 2 A severe injury accidents at the intersections of Woodruff and 1st St and 1st St and 25th East. 7 B injury accidents and 5 C injury accidents involving a vehicle and cyclist in the project area of influence Woodruff and Garfield and 1st St and Cascade Drive and Westhill Ave (one block away from this project). Since this accident a trail system has been constructed in this area and would be extended by this project. Construction of this trail system project will move pedestrians and bicyclists travelling through this area from the busy roadways on this separated path.

Please below map of Pedestrian and cyclist related accidents in the proposed project area:

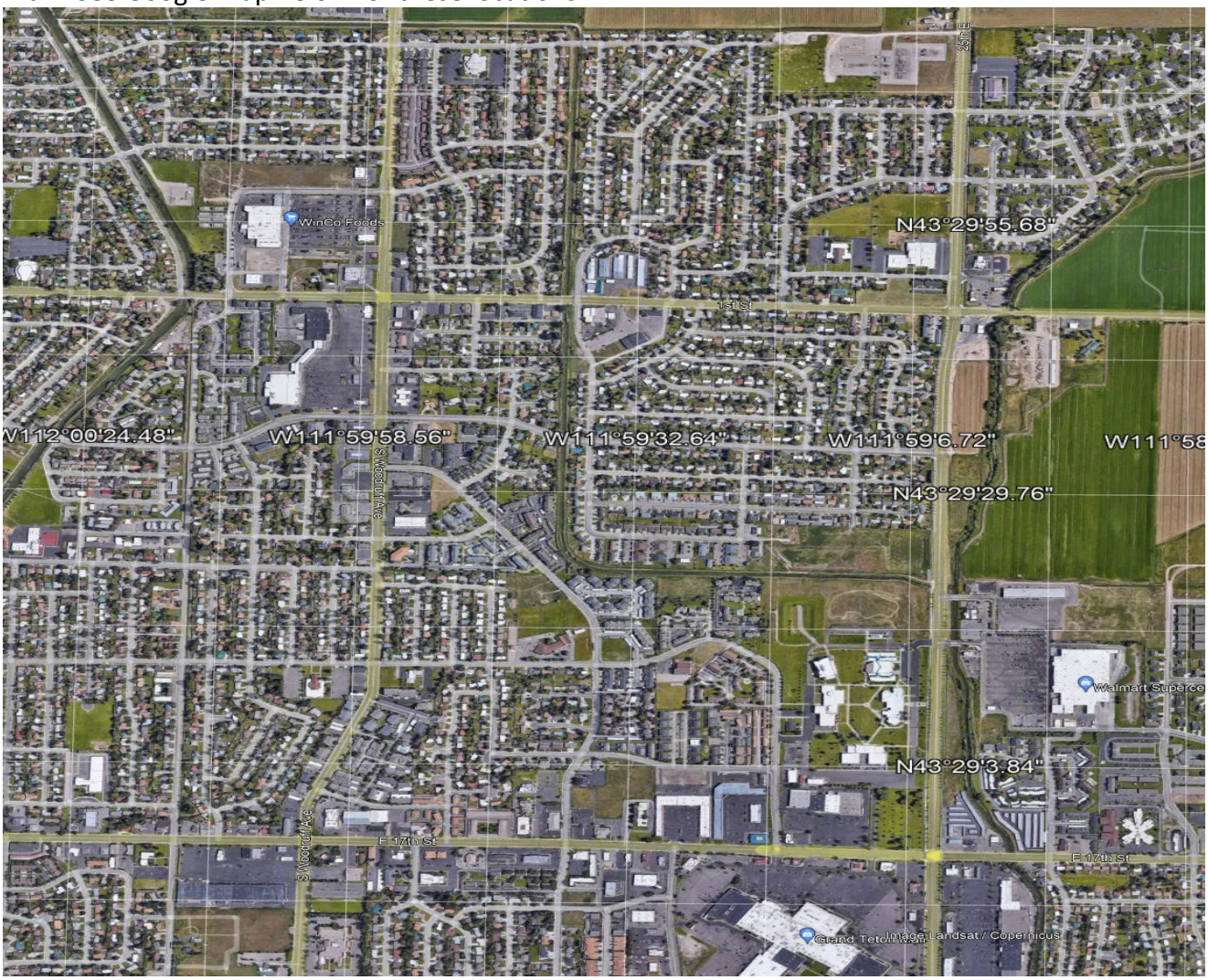


8. Meppen Canal Trail - Idaho Canal to 25th East TAP Economic Opportunity:

Economic opportunity is provided by this project as it fits well with the greater scope for the community goals to create a pedestrian and user-friendly trail system in the City limits complimenting the City and the State's goals to cater to the tourism industry.

The questions above ask if this project will bring more people to businesses and provide a new connection to small business. The answer is absolutely yes. The development of this project will provide a safe and alternative mode of transportation with direct access to commercial small businesses. It provides an integral east/west link through Idaho Falls connecting to existing on-street bikeways that lead to downtown, revitalization and business districts within the Idaho Falls area.

This project links up the following businesses to our local trail system and neighborhoods: WinCo, Pizza Hut, Smith's Food King complex, Freddy's, O'Reilly's, Subway, Carl's Jr, Great Clips, Planet Fitness, Walmart at 25th East as well as the Eastern Idaho College and the Grand Teton Mall. See Google Map Below for these locations:



9. Meppen Canal Trail - Idaho Canal to 25th East TAP Accessibility:

This project will provide for a safe alternate East-West pedestrian and bicycle route from the Idaho Canal (north South connection from Community Park and Longfellow Elementary to 9th St and Linden Park Elementary) to the East to Caribou St (Neighborhood including Falls Valley Elementary and surrounding neighborhood and South and East to the Eastern Idaho College. This connection would give a great alternative to the very busy arterial streets including 1st St and Lincoln Road where traffic counts show an average daily traffic of over 18,000 vehicles per day in each roadway. Access is currently provided in this area currently, however the accesses are adjacent are very busy streets with significant interruptions/driveway/vehicle conflicts. This project will provide a great ADA accessible route alternative connecting neighborhoods and businesses on the East side of Idaho Falls.

10. Meppen Canal Trail - Idaho Canal to 25th East TAP Community Support:

Letters of support for this project are included in the appendix. Entities/Agencies we have letters of support form include:

1. Bonneville Metropolitan Planning Organization
2. Idaho Walk Bike Alliance
3. Idaho Falls Community Pathways
4. Idaho Falls Community Garden's
5. Bonneville Joint School District No 93

Budget Letter of Support – Idaho Falls Parks & Recreation

Right of Way Letter of Support – Idaho Irrigation District

Attachments

A. Preapplication Checklist
B. Environmental Screening (ITD-211)
C. Detailed Project Cost Estimate (Infrastructure)
D. Match Commitment Letter
E. Right of Way Certificate (ITD-1983)
F. Project Plans
G. MPO Support Letter & Letters of Support (Agencies)
H. Site Map of Connections (COC Plan and Land Use)
I. Project Site Photos
J. Right of Way Irrigation District Letter and Irrigation District Agreement

A. Pre-Application Checklist

PRE-APPLICATION CHECKLIST

All questions contained in this checklist are for infrastructure projects only and are to be completed in collaboration with the District TAP Coordinator.

PART 1: QUESTIONS

Applicant: City of Idaho Falls			
Project Name: Westside Idaho Falls Path Conenctions; Grizzly and Pancheri			
Project Manager: Chris Canfield, P.E.			
Contact Information for Project Manager: (208) 612-8259; ccanfield@idahofallsidaho.gov; 380 Constitution Way, Idaho Falls, If. 83405			
Is the applicant an eligible sponsor? ☐ Yes ☐ No			
Has the applicant previously completed a federal aid project? ☐ Yes ☐ No			
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? ☐ Yes ☐ No			
BICYCLE FACILITIES (IF APPLICABLE)			
Bicycle Facility description	☒ Shared use pathway ☐ Sharrow ☐ Striped bicycle lane ☐ Widened shoulder ☐ Other		
Width of pathway, bicycle lane, shoulder, etc.:		Length:	10 ft wide (2 sections 1,335 ft and 4,514 ft)
Distance from curb (for pathways):	0 ft to 10 ft		
Materials used:	☒ Asphalt ☐ Concrete ☐ Other		
Standards Used:	☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☒ Local		
This project is:	☐ part of road widening ☒ part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain: ☐ Yes ☐ No			
Narrowing will be done to accommodate signs and curb ramps at street corners. ADA compliance will be met.			
What is the plan for maintaining the facility after construction is complete?			
Maintenance by the Idaho Falls Street and Parks Departments.			
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain: ☐ Yes ☐ No			
PEDESTRIAN FACILITIES (IF APPLICABLE)			
Pedestrian Facility description	☐ Sidewalk ☐ Sidewalk with curb and gutter ☒ Pathway ☐ Other		
Width of pathway, bicycle lane, shoulder, etc.:	10 ft	Length:	4514 ft and 1,335 ft
Distance from curb (for pathways):	0 ft to 10 ft		
Materials used	☒ Asphalt ☐ Concrete ☐ Other		
Number of curb ramps:	10		
Standards Used:	☐ AASHTO ☒ Idaho State Public Works Construction ☐ ITD ☒ Local		
This project is:	☐ part of road widening ☒ part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain: ☐ Yes ☐ No			
Narrowing will be done to accommodate signs and curb ramps at street corners. ADA compliance will be met.			
What is the plan for maintaining the facility after construction is complete? Maintenance by the Idaho Falls Street and Parks Departments.			

City Parks & Recreation Department provides for maintneance of our Parks and Pathways in town.	
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	■ Yes ☐ No
Sidewalks are requried for development in the City by subdivision ordinance.	
RIGHT-OF-WAY	
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	■ Yes ☐ No
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	■ Yes ☐ No
ENVIRONMENTAL	
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	■ Yes ☐ No
Is it apparent that the proposed project will require extensive cultural clearance?	☐ Yes ■ No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination? For example: ☐ Wetlands ☐ Endangered Species ☐ Other	☐ Yes ■ No
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	☐ Yes ■ No
Are there any permitting requirements for the project? If yes, explain:	☐ Yes ■ No
UTILITIES	
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	☐ Yes ■ No
IRRIGATION	
Is it apparent that the project will have crossings or conflicts with irrigation facilities? If yes, explain and identify affected irrigation facilities and how conflicts will be mitigated.	■ Yes ☐ No
Crossing of the Idaho Canal and is adjacent to the Meppen aCanal. The Idaho Irrigation District supports this project.	

PART 2: FORMS

A. Environmental Screening Form
B. Right-of-Way Certification
C. TAP: Project Estimating Worksheet (used during application process to establish initial estimate)
D. ITD-1150: Project Cost Summary Sheet (for infrastructure projects and used during development stage)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.

2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15%

would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
F. Has a traffic safety issue been identified in this project application? If so, knowing if the applicants and/or their community based law enforcement partners are already working with the ITD Office of Highway Safety (OHS) traffic safety grant programs. If so, please provide project Key Number and verify that the Scope of Work for that project is primarily connected with the area in the TAP application.
G. Project Schedule (for infrastructure projects)

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of $10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of $2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of $100,000.
4. National Environmental Policy Act (**NEPA**).
    a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
        i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
        ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
        iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
        iv. Contact District Environmental Staff (listed at http://itd.idaho.gov/enviro/District.Staff.htm) for assistance with navigating the environmental review process.
5. Compliance with audit requirements:

a. An entity expending $500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
b. An entity whose annual budget (from all sources) exceeds $250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
c. An entity whose annual budget (from all sources) exceeds $100,000 but does not exceed $250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
d. An entity whose annual budget (from all sources) exceeds $50,000 but does not exceed $100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
e. An entity whose annual budget (from all sources) does not exceed $50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.

6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least $500,000.00 per occurrence, and $1,000,000.00 aggregate.

District TAP Coordinator Endorsement

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

Endorsement: Amanda Jamett | lhtac | 11/7/19

District TAP Coordinator | District | Date

Amanda Jamett 1/14/2022

B. Environmental Screening (ITD-211)

Environmental Screening

For Community Transportation Enhancement (CTE),
Safe Routes to School (SR2S) and Scenic Byway Projects

Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)	Project Name/Location
Bike/Pedestrian Path	Meppen Canal Trail (Phase 1) Idaho Canal to Caribou

	Yes	No
Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood? Explain:	☐	☒
Traffic - Does the project add traffic lanes or traffic capacity? Explain:	☐	☒
Ground Disturbance - Does the project disturb more than one acre of land? Explain: NPDES CGP SWPP is planned for, however we probably qualify for a LEW.	☒	☐
Stormwater - Where does the water (rain, snowmelt) from this project area drain? ☐ Sheet flows to surface waters (canal, stream, lake) ☐ Conveyed by ditch or pipe to surface waters ☒ Storm Sewer System (Municipal system) ☐ Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) ☐ Other – if none of the above conditions Explain: Idaho Falls has an MS4 Permit for our storm drainage.		
Surface Waters - Does the project site contain any boggy, swampy, or wetland areas?	☐	☒
Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body? Explain:	☐	☐
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site? Explain: Meppen Canal is adjacent to the pathway.	☒	☐

	Yes	No
Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information. Explain:	☐	☒
Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project? Explain:	☐	☒
Public Involvement – Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?) Explain:	☐	☒
Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering. Explain:	☐	☒
Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way? Explain:	☐	☒
Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work? Explain:	☐	☒
Describe any other known or suspected environmental issue that has not been covered		

Preparer's Printed Name	Title	Agency or Firm
Chris Canfield, P.E.	Assistant Public Works Director	City of Idaho Falls

Signature	Date
	9/1/19

– ITD Use Only –

Recommendation

- ☒ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- ☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- ☐ There was not enough information in the project application and on this form to assess potential environmental issues.

Comment

Printed Name	Title
JoEllen Ross-Hauer	**District Environmental Planner**

Signature	Date
JoEllen Ross-Hauer	11-5-19

1/14/2022

C. Detailed Project Cost Estimate (Infrastructure)

TAP: Project Estimating Worksheet (*Infrastructure*)

Project Name: Meppen Canal Trail; Idaho Canal to 25th East

Instructions:

* *Only input information in grey shaded areas below only.*
* *Enter 0 in the percentages column if not seeking federal participation.*
* *For infrastructure projects, the maximum federal funding is $500,000.00.*
* *Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.*
* *The minimum local match amount is 7.34% of total project cost.*
* *Local match is limited to cash only. In-kind contributions are not eligible.*
* *Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)*

Proposed Funding Match Rates	Local	Federal
	7.34%	92.66%

Infrastructure Project			Local Portion		Federal Portion	
Phase Code	Description (Include amounts for federal-aid items only)	Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
CN	Preliminary Construction Estimate (PCE) *(Construction cost only)*	$372,000.00		$27,304.80		$344,695.20
CN	Construction Contingency 20% of PCE *(Quantity overruns, change orders)*	$74,400.00		$5,460.96		$68,939.04
CE	Construction Engineering - Construction ITD construction admin. Expenses minimum *$4,500 (3% - 10% of PCE depending on the complexity of the project)*	$4,500.00		$330.30		$4,169.70
CL	Construction Engineering - Construction LHTAC construction admin. Expenses minimum *$10,000 depending on the complexity of the project*	$10,000.00	7.34%	$734.00	92.66%	$9,266.00
CC	Consultant Construction Inspection (Consultant) 5% - 20% of PCE or $30,000 minimum *(Consultants shall be selected through ITD established procedures)*	$30,000.00		$2,202.00		$27,798.00
PE	Preliminary Engineering - ITD Design ITD Expenses minimum *$4,500 (3% - 10% of PCE depending on the complexity of the project)*	$4,500.00		$330.30		$4,169.70
PL	Preliminary Engineering - LHTAC Design Expenses: *$10,000*	$10,000.00		$734.00		$9,266.00
PC	Preliminary Engineering - Consultant design Expenses: *$30,000 - $90,000 (Approximatly 5% - 30% of PCE based on complexity of project design)*	$30,000.00		$2,202.00		$27,798.00
	Total Estimate (Infrastructure):	**$535,400.00**		**$39,298.36**		**$496,101.64**

Total Project Estimate	Total Local Match	Total Federal Match
$535,400.00	$39,298.36	$496,101.64
Meets maximum federal limit for infrastructure.		

Initial cash match payment (10% of Total Local Match, $3,500 minimum): **$3,929.84**

Funding Year		
Activity	Fiscal Year (Option 1)	Fiscal Year (Option 2)
Design	2022	2023
Construction	2023	2024

** In this section, Indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.*

Fiscal Year *- The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.*

DESCRIPTION	DIV	AMOUNT	UNITS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total	Unit Cost	total cost	
DIVISION 200 - EARTHWORK						1	1																				
Clearing and Grubbing	200	1	LS			1	1																	1	5000	5000	
DIVISION 800 - AGGREGATES & ASPHALT						1	1																				
6" Crushed Aggregate for Base, Type I	800	29104	CY			510	567																				
2" Plant Mix Pavement 1/2", PG 58-34	800	73230	TON			425	370																				
pathway									2293	1277	1283	2398	1500														
Concrete flatwork			SY						45		45																
Curb			Ft						40		40																
RRFB			Each								2																

C & G		$ 5,000.00	
	8751	38	$ 332,538.00
	90	150	$ 13,500.00 City work
	80	50	$ 4,000.00 City work
	2	10000	$ 20,000.00 City work
		$ 337,538.00	
Mobilization (10%)		$ 33,753.80	
Const Total		$ 371,291.80	
PE		$ 10,000.00	
CC		$ 30,000.00	
		$ 411,291.80	

D. Match Commitment Letter

PARKS & RECREATION

P.J. Holm | *Director of Parks & Recreation*
Office (208) 612-8482
Fax (208) 612-8179

IDAHO FALLS
PARKS & REC

January 20, 2022

City of Idaho Falls
Chris Canfield, P.E.
P.O. Box 50220
Idaho Falls Idaho 83405

RE: Idaho Falls Meppen Canal Trail Match Funds

Mr. Canfield,

This letter is in regard to the match funds required for the City of Idaho Falls Transportation Alternative Program grant request, to provide the Meppen Canal Trail project from the Idaho Canal to 25th East. This project will provide approximately 8,750 feet of new pathway.

The City of Idaho Falls Parks & Recreation Department is aware of the 7.34% local match requirements for the above referenced project grant application. Current Estimates for the project is at $535,000. The local match requirement for this amount would be $39,300. The City is committed to support this reimbursement project local share for this amount from the Parks & Recreation Department Capital Greenbelt Improvement funds budgeted. We are also committed to support the additional elements to make the project a success include the Canal Crossing construction required at the Idaho Canal as well as the concrete pedestrian ramp improvements at all street crossings. These would be funded with the Parks & Recreation Department Capital Greenbelt Improvement funds budgeted. The Pedestrian Hybrid Beacon signal crossings at Woodruff and 1st Street would also be supported from the City Traffic Signal fund.

Please let me know if you have any questions or concerns.

Sincerely,

PJ Holm, CPRP
Director of Parks & Recreation
City of Idaho Falls

OFFICE OF THE MAYOR

Rebecca L. Noah Casper | *Mayor*
Office (208) 612-8235
Fax (208) 612-8560

IDAHO FALLS

January 20, 2022

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

RE: Meppen Canal Trail, Idaho Canal to 25th East

Director Fredericksen,

This letter is to express my support for the City of Idaho Falls TAP Grant request, to provide the Meppen Canal Trail Pathway connection from the Idaho Canal Trail to 25th East. This project will provide for approximately 8,750 feet of new pathway, a canal crossing, and enhanced pedestrian crossings across Woodruff and 1st Street to accompany the previously funded Idaho Canal Trail (north-south) with a necessary east-west connection along our canal trail system.

This route is identified in our Connecting Our Community Path Plan as an integral extension to the viability and future use of the city's pathway system through town. The development of projects such as this complement the goals of the city through increased mobility within city limits. It also provides for economic development with a top-notch trail system that enhances tourism, cyclist, and walk/race events within the community. Projects like these are a great asset in providing further alternative transportation access to our patrons.

Our goal is to work together within the city and beyond to enhance the user experience on our trail system, to enhance mobility, public safety, and encourage the benefits of economic opportunities afforded to us with projects such as these.

Please consider these vital enhancements as you pursue the Federal Grant options presently available and know that I support your efforts.

Sincerely,

Rebecca L. Noah Casper, Ph.D.
Mayor, City of Idaho Falls

E. Right of Way Certificate (ITD-1983)

Your Safety • Your Mobility
Your Economic Opportunity

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department

ITD 1983 (Rev. 08-19)
itd.idaho.gov

Key Number	Project Number	Project Name
		Meppen Canal Trail Phase 1

Local Public Agency
Idaho Falls, Idaho

Complete the applicable section below and the Certification section.

Right of Way is Not Required

☒ All roadway work will be done within the existing right of way.

☒ No utilities are involved in this project and, Power, Water, Irrigation, will be retained and protected.

☐ _____ (*Number*) utilities are impacted and agreements are in place.

Right of Way is Required

Number of ownerships acquired _____ Total amount paid $_____

☐ _____ (*Number*) Temporary Easements are required, but will be acquired by the Sponsor.

Number of parcels in condemnation or pending final settlement _____

Number of Relocations _____

☐ No utilities are involved in this project

☐ _____ (*Number*) utilities are impacted and agreements are in place for _____, _____, _____, _____, _____ utilities.

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed $5,000.00.

I hereby certify that I have no knowledge of any previous hazardous materials use, or contamination discovered, on any of the lands to be utilized on this project.

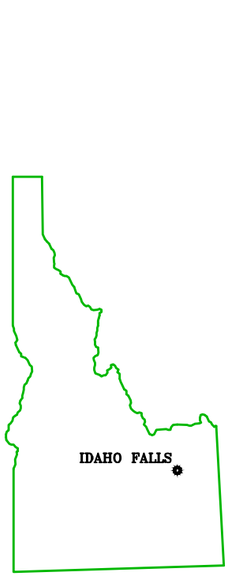
Agency Contact's Name (Printed)	Phone Number	E-Mail Address
Chris Canfield, P.E.	(208) 612-8259	ccanfield@idahofallsidaho.gov

Attester's Signature (Clerk or Secretary)	Date	Chairman, President, or Mayor's Signature	Date
Kathy Hampton	11-7-2019	Rebecca [illegible]	11-4-19

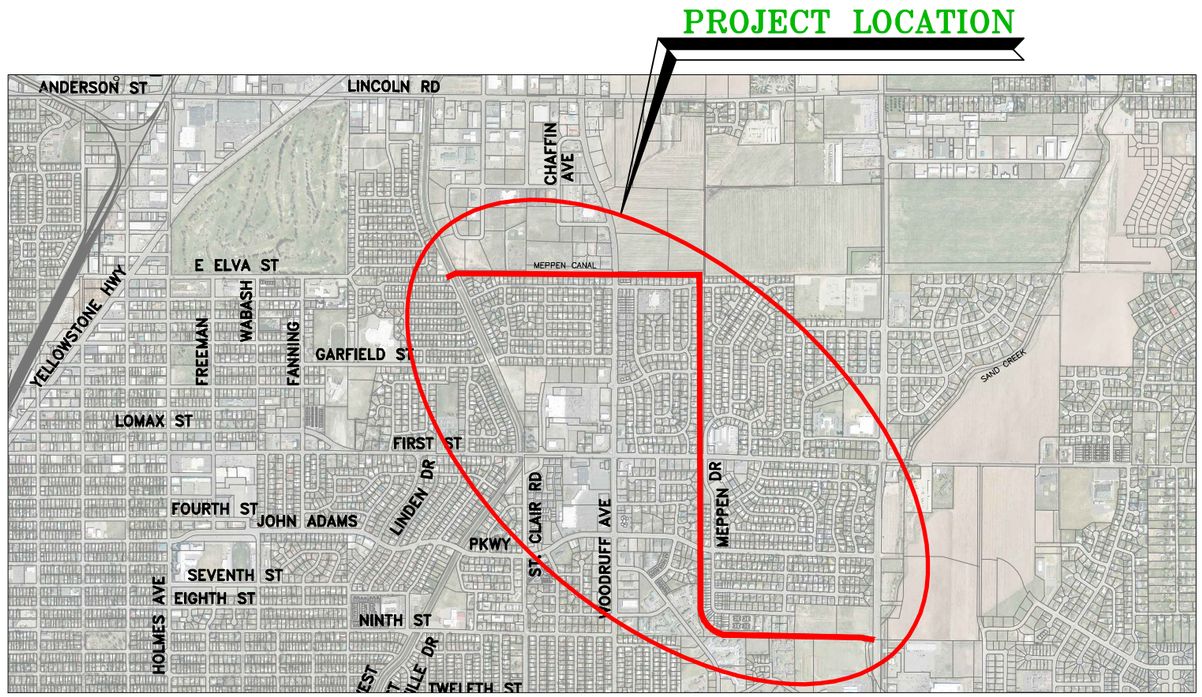
CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

F. Project Plans

MEPPEN CANAL TRAIL
25TH EAST TO IDAHO CANAL
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

2022

REVIEWED BY: PARKS DEPARTMENT

DATE:



NOT FOR CONSTRUCTION PRELIMINARY

AS BUILT:

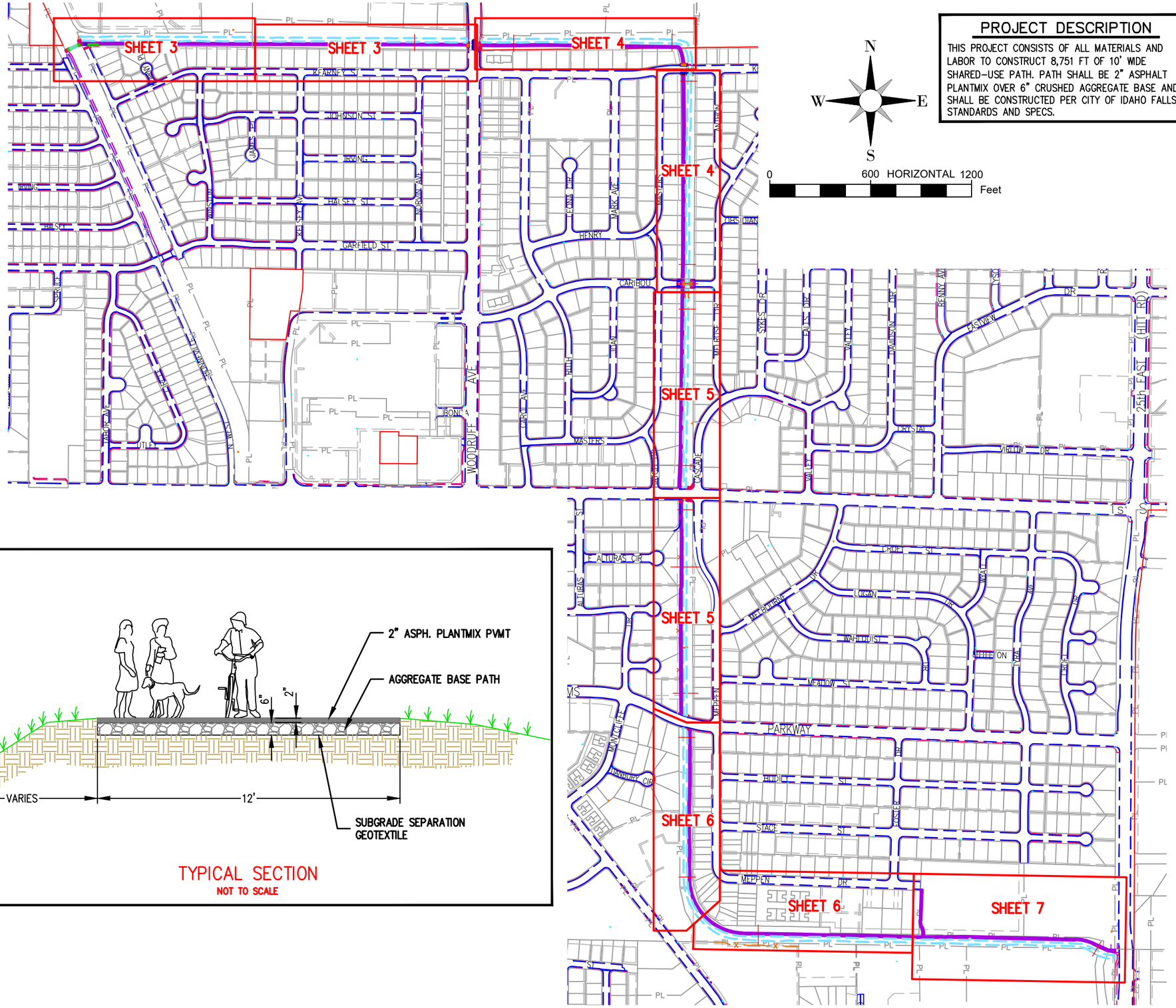
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

MEPPEN CANAL TRAIL
25TH EAST TO IDAHO CANAL

CHK BY: CC	DSG BY: RS	DWN BY: RS
FILE NO. 2-38-21-1-PRK-2018-40	DATE PLOTTED: 01/19/22	SHEET NO. 1 OF 7
DWG NO. Main-PRK-2018-40-Titlepage		



N
W E
S

0 600 HORIZONTAL 1200 Feet

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF ALL MATERIALS AND LABOR TO CONSTRUCT 8,751 FT OF 10' WIDE SHARED-USE PATH. PATH SHALL BE 2" ASPHALT PLANTMIX OVER 6" CRUSHED AGGREGATE BASE AND SHALL BE CONSTRUCTED PER CITY OF IDAHO FALLS STANDARDS AND SPECS.

NOTE

1. CAUTION MUST BE USED WHEN EXCAVATING IN THIS AREA. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CALL 811 FOR LOCATE.
2. FIBER OPTIC CABLE AND GAS LINE LOCATED WITHIN THIS AREA. RETAIN & PROTECT.
3. RETAIN & PROTECT ALL UTILITIES WHERE POSSIBLE UNLESS SHOWN OTHERWISE. IF ANY UTILITIES NEED TO BE ADJUSTED BASED ON THE FIELD LOCATE, COORDINATE WITH THE UTILITY OWNER.

BASIS OF BEARINGS

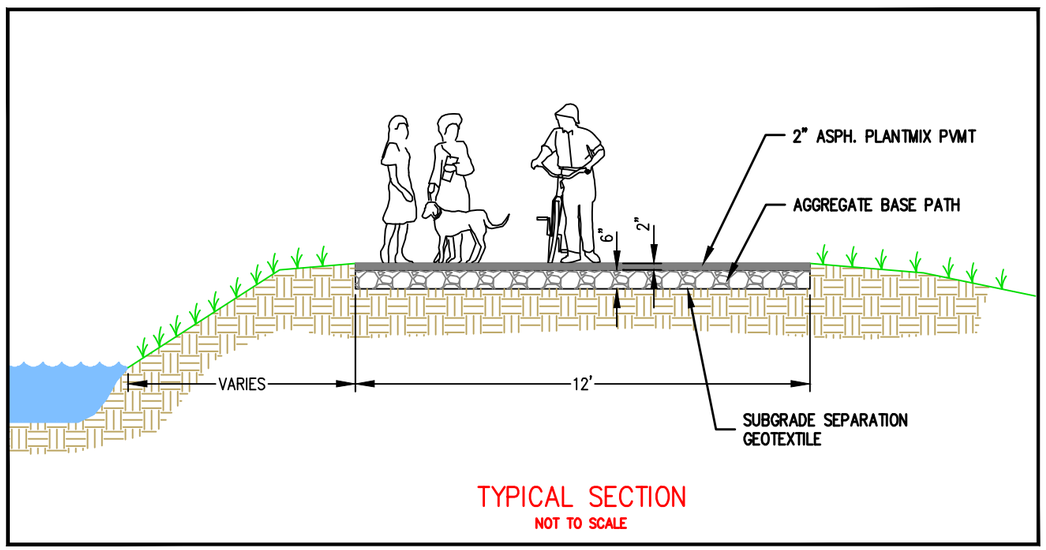
THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THE PROJECT SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004" WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR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

ENGINEERS NOTE:

IN COMPLIANCE WITH IDAHO CODE § 55-1613 A FIELD SEARCH AND LOCATION SURVEY HAS BEEN CONDUCTED UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEY PRIOR TO THIS PROJECT'S CONSTRUCTION. ALL POINTS THAT WILL BE DISTURBED WILL BE REPLACED BY CITY FORCES.

CONTROL POINT NOTE:

ALL CONTROL IS PURSUANT TO THE CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004 AND THE VERTICAL CONTROL DATUM OF GEOID 03 AND THE CITY OF IDAHO FALLS NAVD 88.



TYPICAL SECTION
NOT TO SCALE

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

NOT FOR CONSTRUCTION PRELIMINARY

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

MEPPEN CANAL TRAIL
25TH EAST TO IDAHO CANAL

CHK BY: CC	DSG BY: RS	DWN BY: RS
FILE NO. 2-38-21-1-PRK-2018-40	DATE PLOTTED: 1/19/2022	SHEET NO. 2 OF 7
DWG NO. MAIN-PRK-2018-40-PLAN		

S0800 PATHWAY (10' WIDE, TYP) 2293 FT

PEDESTRIAN BRIDGE AND SIDEWALK CONNECTION TO IDAHO CANAL TRAIL (BY OTHERS)

CANAL LIMITS

MEPPEN CANAL

TOP OF CANAL BANK

PEDESTRIAN ACCESS RAMP (BY OTHERS)

S0800

MATCHLINE BELOW

LOVEJOY

N.W. BONNEVILLE

IDAHO CANAL

N.E. BONNEVILLE

KEARNEY ST

MATCHLINE ABOVE

CANAL LIMITS

MEPPEN CANAL

S0800

TOP OF CANAL BANK

KEARNEY ST

PEDESTRIAN ACCESS RAMP, SIDEWALK AND PEDESTRIAN HYBRID BEACON SIGNAL (BY OTHERS)

N WOODRUFF AVE

MATCHLINE SHEET 4

INSTALL PEDESTRIAN HYBRID BEACON (INCIDENTAL)

ADDITIONAL FLASHER ACTIVATION BUTTON, (INCIDENTAL)

INSTALL PEDESTRIAN HYBRID BEACON (INCIDENTAL)

INSTALL 2" CONDUIT (INCIDENTAL)

PEDESTRIAN HYBRID BEACON SYSTEM, COMPLETE (BY OTHERS)

N W E S

0 100 HORIZONTAL 200 Feet

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

NOT FOR CONSTRUCTION PRELIMINARY

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

MEPPEN CANAL TRAIL
25TH EAST TO IDAHO CANAL

CHK BY:	CC	DSG BY:	RS	DWN BY:	RS
FILE NO. 2-38-21-1-PRK-2018-40		DATE PLOTTED: 1/19/2022		SHEET NO. 3 OF 7	
DWG NO. MAIN-PRK-2018-40-PLAN					

S0800 PATHWAY (10' WIDE, TYP) 1277 FT

MATCHLINE SHEET 3

N WOODRUFF AVE

PEDESTRIAN ACCESS RAMP AND SIDEWALK (BY OTHERS)

CANAL LIMITS

MEPPEN CANAL

TOP OF CANAL BANK

S0800

PEDESTRIAN ACCESS RAMP AND SIDEWALK (BY OTHERS)

MATCHLINE BELOW

KEARNEY ST

ANTHON AVE

MELROSE AVE

MATCHLINE ABOVE

KEARNEY ST

PEDESTRIAN ACCESS RAMP AND SIDEWALK (BY OTHERS)

CANAL LIMITS

MEPPEN CANAL

TOP OF CANAL BANK

S0800

PEDESTRIAN BRIDGE, SIDEWALK, CURB AND GUTTER, PAVEMENT AND TRAFFIC BARRICADES (BY OTHERS)

0+00

0+50

1+00.25

CARIBOU

MASTERS DR

MASTERS DR

MATCHLINE SHEET 5a

0 100 HORIZONTAL 200 Feet

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

PRELIMINARY CONSTRUCTION NOT FOR

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

MEPPEN CANAL TRAIL
25TH EAST TO IDAHO CANAL

CHK BY: CC	DSG BY: RS	DWN BY: RS
FILE NO. 2-38-21-1-PRK-2018-40	DATE PLOTTED: 1/19/2022	SHEET NO. 4 OF 7
DWG NO. MAIN-PRK-2018-40-PLAN		

S0800 PATHWAY (10' WIDE, TYP) 1283 FT

MELROSE AVE

MATCHLINE SHEET 4

CANAL LIMITS

S0800

MEPPEN CANAL

TOP OF CANAL BANK

MASTERS DR

CASCADE AVE

PEDESTRIAN ACCESS RAMP, SIDEWALK AND PEDESTRIAN HYBRID BEACON SIGNAL (BY OTHERS)

1ST ST

MATCHLINE BELOW

HATCH AVE

N E S W

0 100 HORIZONTAL 200 Feet

1ST ST

PEDESTRIAN ACCESS RAMP, SIDEWALK AND PEDESTRIAN HYBRID BEACON SIGNAL (BY OTHERS)

MEPPEN DR

RPA16030090090
PINEWOOD RENTALS
165 N HOLMES AVE, 83401
LOT 9, BLK 9, MELBOURNE PARK #4
NE ¼ SEC 21, T2N, R38
PAR025763
23186.7336 SF (0.532 AC)

MEPPEN DR

PEDESTRIAN ACCESS RAMP, SIDEWALK AND RECTANGULAR RAPID FLASH BEACON (BY OTHERS)

SHEET 6

MATCHLINE ABOVE

10' WIDE MULTI-USE PATH

CANAL LIMITS

MEPPEN CANAL

S0800

JOHN ADAMS PKWY

EXISTING FENCELINE

EXISTING FENCELINE

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

NOT FOR CONSTRUCTION PRELIMINARY

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

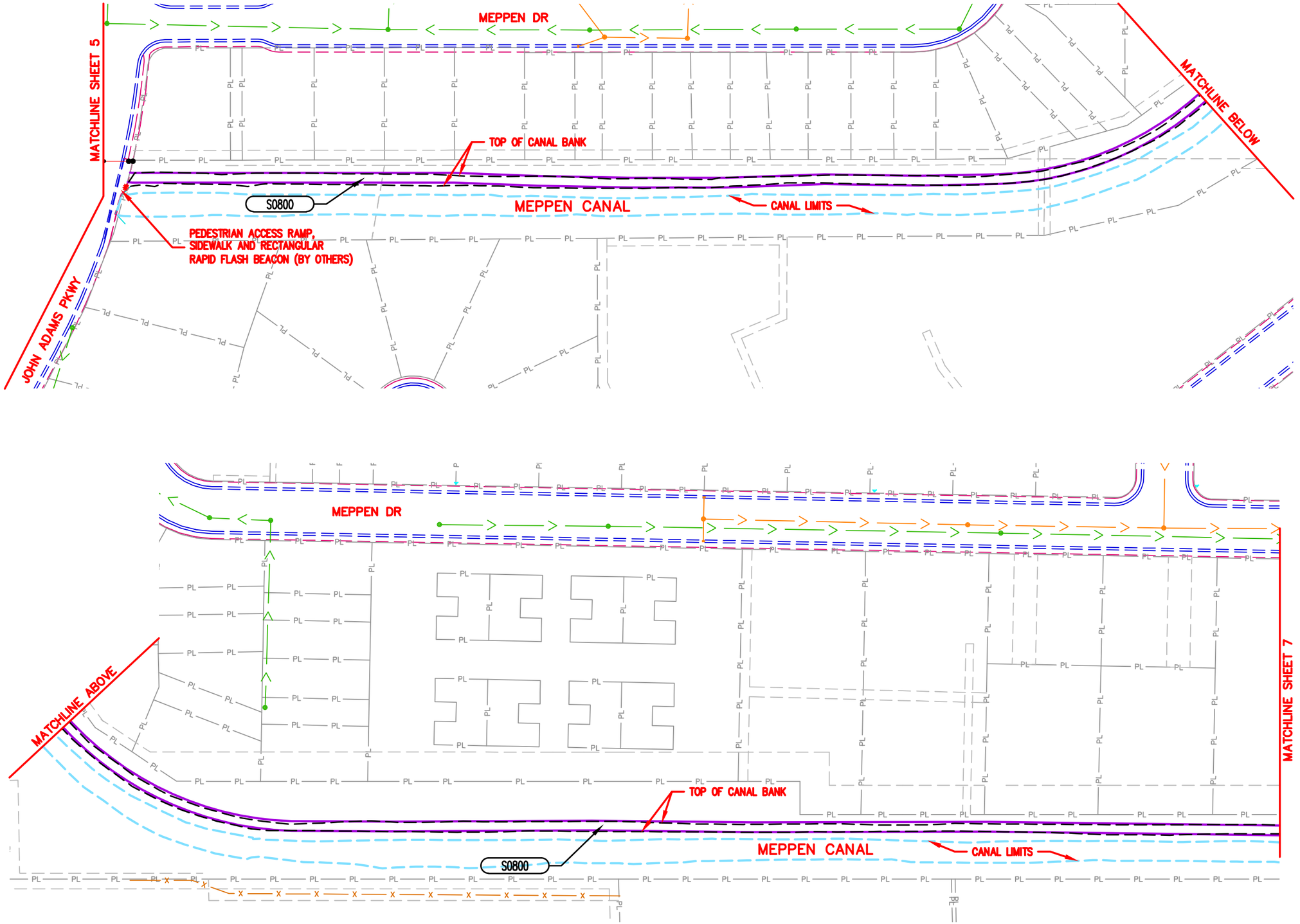
ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

MEPPEN CANAL TRAIL
25TH EAST TO IDAHO CANAL

CHK BY: CC	DSG BY: RS	DWN BY: RS
FILE NO. 2-38-21-1-PRK-2018-40	DATE PLOTTED: 1/19/2022	SHEET NO. 5 OF 7
DWG NO. MAIN-PRK-2018-40-PLAN		

S0800 PATHWAY (10' WIDE, TYP) 2398 FT



N E S W

0 100 HORIZONTAL 200 Feet

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

MASTER CONSTRUCTION PLANS PRELIMINARY

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

MEPPEN CANAL TRAIL
25TH EAST TO IDAHO CANAL

CHK BY: CC	DSG BY: RS	DWN BY: RS
FILE NO. 2-38-21-1-PRK-2018-40	DATE PLOTTED: 1/19/2022	SHEET NO. 6 OF 7
DWG NO. MAIN-PRK-2018-40-PLAN		

S0800 PATHWAY (10' WIDE, TYP) 1500 FT

COMMUNITY GARDEN

MEPPEN DR

MATCHLINE SHEET 7

S0800

TOP OF CANAL BANK

S0800

MEPPEN CANAL

CANAL LIMITS

N

W E

S

0 100 HORIZONTAL 200

Feet

HITT RD (S 25TH E)

AMMON EXTENSION CANAL

BUSINESS ACCESS DRIVE (C.A.L. RANCH, ETC)

COLLEGE OF EASTERN IDAHO

PROFESSIONAL ENGINEER REGISTERED 9247 STATE OF IDAHO KENT J. FUGAL

NOT FOR CONSTRUCTION PRELIMINARY

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

MEPPEN CANAL TRAIL 25TH EAST TO IDAHO CANAL

CHK BY: CC	DSG BY: RS	DWN BY: RS
FILE NO. 2-38-21-1-PRK-2018-40	DATE PLOTTED: 1/19/2022	SHEET NO. 7 OF 7
DWG NO. MAIN-PRK-2018-40-PLAN		

G. MPO Support Letter & Letters of Support (Agencies)

BONNEVILLE METROPOLITAN PLANNING ORGANIZATION

545 Shoup Ste 257 | Idaho Falls, ID 83402
208.612.8530 | BMPO.org |
BMPO@BMPO.org

January 20, 2022

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

RE: Meppen Canal Trail

Director Fredericksen,

This letter is regarding the TAP Grant application for the Meppen Canal Trail project from the Idaho Canal 25th St. This project will provide approximately 8,750 feet of new pathway and will be coordinated to provide a canal crossing and enhanced pedestrian signal crossing at Woodruff.

This east-west project connection through our city will greatly enhance the canal trail experience as it will line up with our recently constructed north south Idaho Canal trail that being completed this winter. Students and Neighborhood citizens will be served well through the connections of this project by the students and citizens in the neighborhoods served by Falls Valley Elementary school. This project will provide safer non-motorized access to these area schools and the neighborhoods with connection to City destination points including Community Park, Tautphaus Park and Zoo, the City Ice rink, and the 17th St corridor businesses at Holmes Ave, the College of Eastern Idaho and Falls Valle Elementary school.

We support these efforts and know this funding assistance will help creating a safe and comfortable road system which will be comprehensive and interconnected, foster a culture of safety within the community.

We are happy to support this project and the future projects identified in the Long-Range Transportation Plan and Connecting Our Community. Feel free to contact me if you have any further questions or concerns regarding this grant.

Sincerely,

DaNiel Josè
BMPO, Transportation Planner & Bicycle/Pedestrian Coordinator

P.O. Box 1594 Boise, ID 83701
(208) 345-1105
www.idahowalkbike.org

January 18, 2022

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

RE: Meppen Canal Trail

Dear Mr. Fredericksen;

The Idaho Walk Bike Alliance is in full support of the City of Idaho Falls' Transportation Alternatives Program grant application for the Meppen Canal Trail. This project connects the Idaho Canal Trail to 25th Street for residents who walk, bike or roll. This trail will provide approximately 11,500 feet of new pathway and will include a canal crossing and enhanced pedestrian signal crossing at Woodruff, improving safety and connectivity for all trail users.

This east-west project connection through Idaho Falls will greatly improve the current canal trail experience as it will line up with the city's recently constructed north-south Idaho Canal Trail. Students attending the Falls Valley Elementary School as well as all neighborhood residents who walk or bicycle will be well served through this trail's connections. Meppen Canal Trail will provide safer non-motorized access to area schools and neighborhoods versus traveling on surface streets; it connects to city destination points including Community Park, Tautphaus Park and Zoo, the city ice rink, the 17th St corridor businesses at Holmes Ave, and the College of Eastern Idaho.

Idaho Walk Bike Alliance envisions a transportation system throughout Idaho that is safe, connected, and accessible for all residents. This project demonstrates this city's efforts to accomplish this. We fully support Idaho Falls staff in pursuit of the federal TAP program for projects such as this.

Sincerely,

Cynthia Gibson, Executive Director

GO PLACES...SAFELY!

19 January 2022

City of Idaho Falls
Attn: P.J. Holm
Director, Parks and Recreation
P.O. Box 50220
Idaho Falls, ID 83405

Subject: Letter of Support for Meppen Canal Pathway Project

Director Holm:

This letter is to express our strong support for the **Meppen Canal Pathway Project** in Idaho Falls, and the associated TAP Grant application. *Idaho Falls Community Pathways* is a non-profit organization working to improve people-powered transportation in the Idaho Falls area. We support walking and cycling because these activities promote physical health and well being. But it isn't just about recreation; it's about transportation, too. Many people simply cannot drive, or do not own cars. Kids cannot drive, nor can many seniors. Here in Idaho Falls, these groups account for fully one quarter of the population. But walking and cycling only make sense if we have safe routes to get there.

Seven different public opinion surveys were conducted by the City of Idaho Falls over a 30-year period to gauge public needs, and one request emerged above all others as the top priority for the most residents: "Build a network of connected walking paths and bikeways for safe, non-motorized transportation and recreation." Most recently, the 2018 random survey performed for the Parks and Recreation Department Master Plan showed that 81% of respondents believe that walking paths and bikeways should be the #1 top priority for our City.

Idaho Falls has an extensive network of active irrigation canals that run through the heart of the City. With the signing of the landmark *Canal Pathways Master Agreement* in 2017, Idaho Falls now has a blueprint for developing public multi-use pathways along many of these canals.

The Idaho Canal pathways (partially completed 2021) serves as a major north-south backbone of our pathway network, and greatly improves safety for cyclists and pedestrians. The Meppen Canal joins the larger Idaho Canal, and the proposed **Meppen Canal Pathway Project** would provide an important connection to neighborhoods to the east, as well as Falls Valley Elementary School.

Moving forward with this important project now depends on securing the necessary funding. As representatives of pedestrians and cyclists throughout our community, *Idaho Falls Community Pathways* is pleased to wholeheartedly endorse and support the Meppen Canal Pathway Project and TAP Grant application. If funded, this project will provide lasting benefits to our City for years to come.

Sincerely,
Chris Staley – Chair
Idaho Falls Community Pathways
(208-351-0469; chrisstaley52@gmail.com)

IDAHO FALLS
COMMUNITY GARDEN ASSOCIATION
Growing together since 1995 www.ifcga.org growifcga@gmail.com 208 524-0383

December 12, 2021

To Whom It May Concern,

The Idaho Falls Community Garden Association (IFCGA) has promoted and supported community organic gardening for 26 years, operating three gardens in the city, including a children's gardening program. This provides the citizens of Idaho Falls with an opportunity to enrich their lives and produce their own food in a sustainable fashion. One of the gardens, which includes the children's garden, is adjacent to the proposed Meppen Canal Pathway project being submitted by the City of Idaho Falls. The addition of the pathway will provide gardeners safer access to the garden and supports the IFCGA's goal of providing the citizens of Idaho Falls with an opportunity to enrich their lives and participate in the growth and stewardship of the Idaho Falls community. The IFCGA enthusiastically supports the proposed Meppen Canal pathway.

Sincerely,

Kristi Appelhans, President

BONNEVILLE
JOINT SCHOOL DISTRICT NO. 93
"Student Success by Design"

3497 North Ammon Road, Idaho Falls, Idaho, 83401 ◊ (208) 525-4400 ◊ Fax (208) 557-6800 ◊ www.d93schools.org

Dr. Scott Woolstenhulme, Superintendent

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

RE: Meppen Canal Trail , Phase 1

Director Fredericksen,

This letter is regarding the TAP Grant application for the Meppen Canal Trail Phase 1 project from the Idaho Canal to Caribou Street. This project will provide approximately 5,000 feet of new pathway, a canal crossing, and enhanced pedestrian crossing at Woodruff.

This east-west project connection through our city will greatly enhance the canal trail experience as it will line up with our recently programmed north south Idaho Canal trail that is scheduled to be completed in 2021. Students and Neighborhood citizens will be served well through the connections of this project by the students and citizens ion the neighborhoods served by Falls Valley Elementary school. This project will provide safer non-motorized access to these area schools and the neighborhoods with connection to City destination points including Community Park, Tautphaus Park and Zoo, the City Ice rink, and the 17th St corridor businesses at Holmes Ave.

Bonneville School District #93 is pleased to support the City in pursuit of Federal Grant options available for projects such as these.

Sincerely,

Scott Woolstenhulme
Superintendent of Schools

Board of Trustees ◊ Amy Landers ◊ Chad Dance ◊ Greg Calder ◊ Paul Jenkins ◊ Scott Lynch
Bonneville Joint School District No. 93 is an Equal Opportunity Employer

H. Site Map of Connections (COC Plan and Land Use)

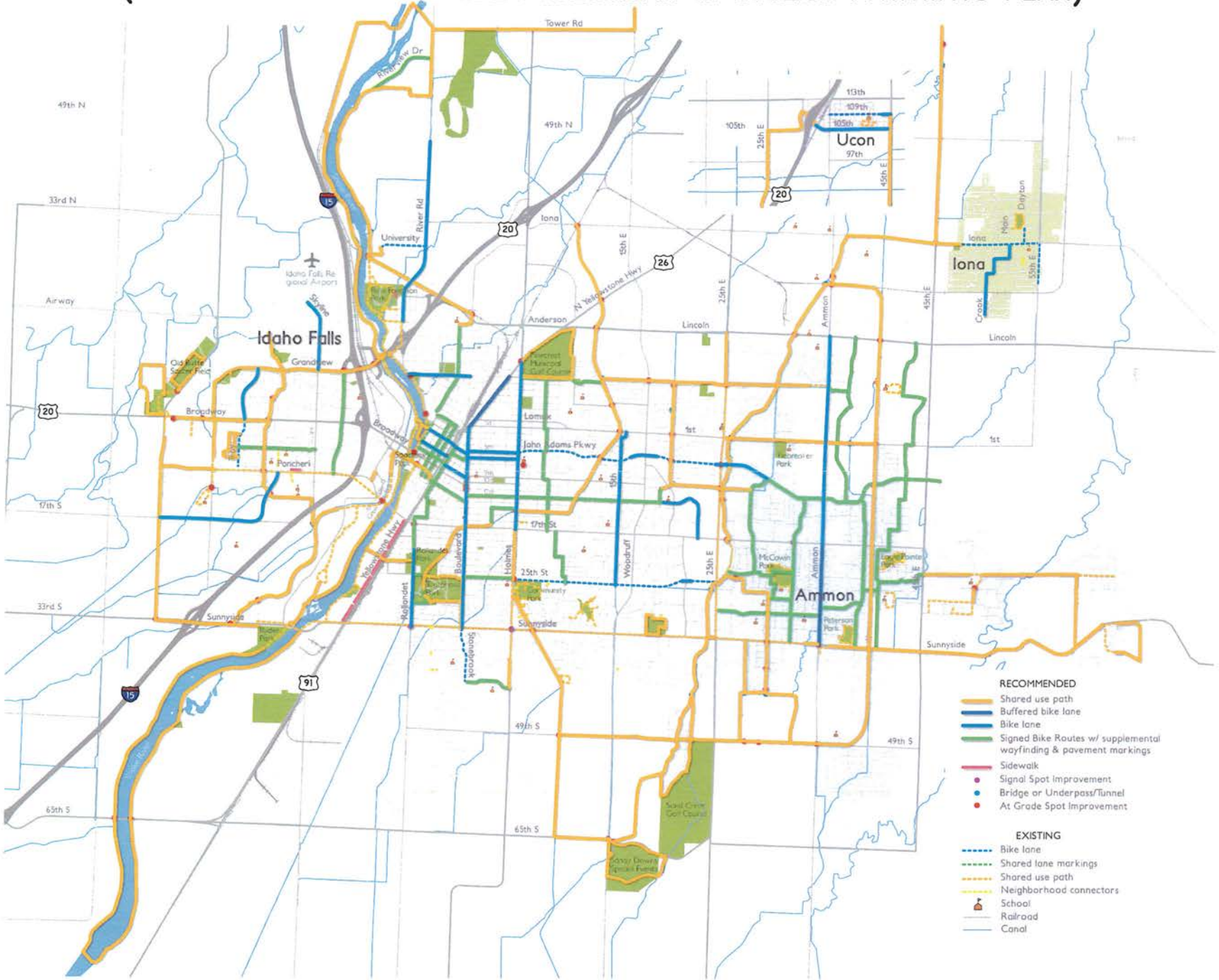
Please also reference our Connecting our Community Plan at:

https://id-idahofalls.civicplus.com/621/Connecting-Our-Community

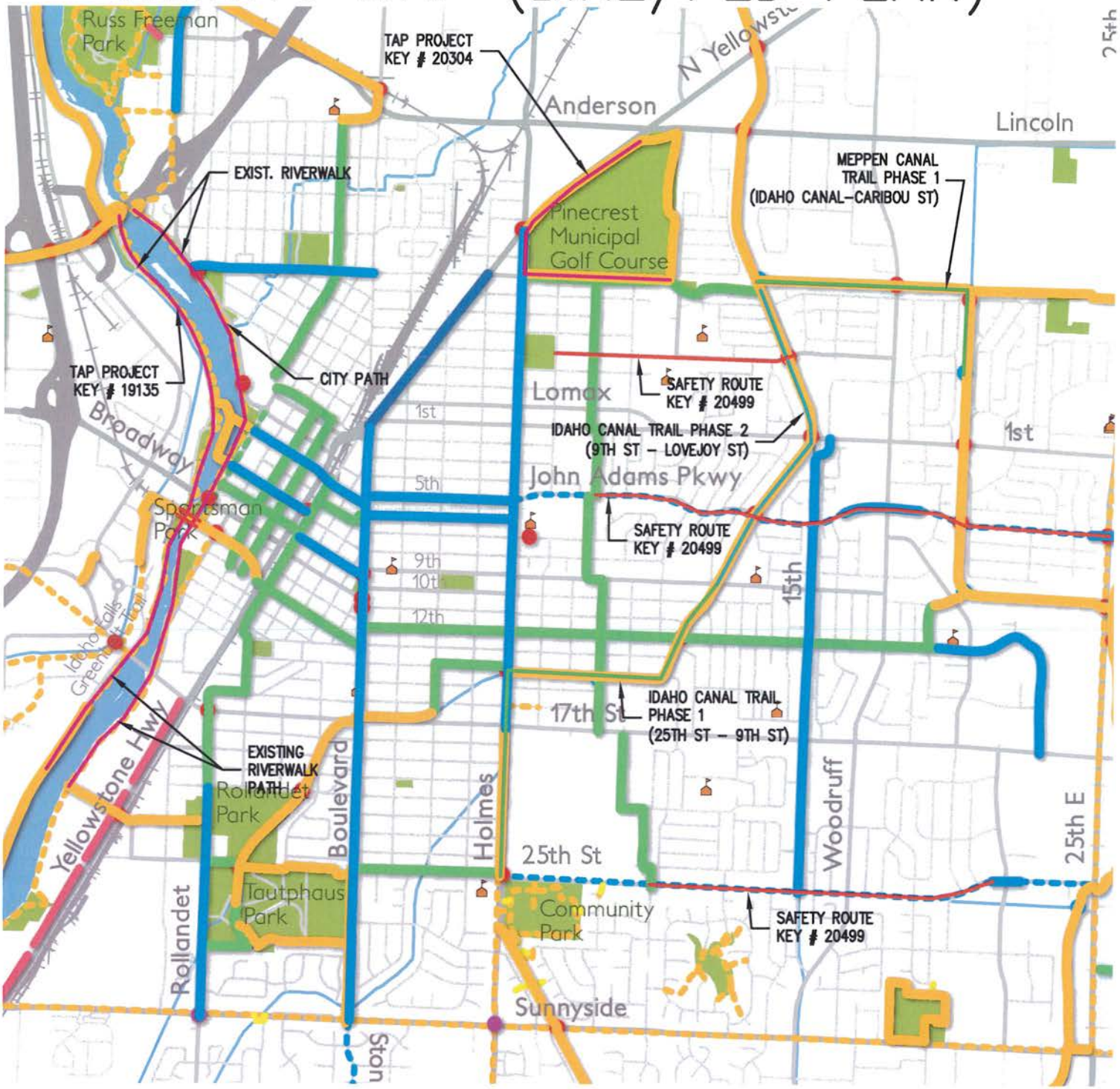
CONNECTING OUR COMMUNITY

SCALE 1" = 7000'

(COMPREHENSIVE AREA WIDE PEDESTRIAN & CYCLIST PATHWAYS PLAN)



VICINITY MAP (BIKE/PED PLAN)



RECOMMENDED

- Shared use path
- Buffered bike lane
- Bike lane
- Signed Bike Routes w/ supplemental wayfinding & pavement markings
- Sidewalk
- Signal Spot Improvement
- Bridge or Underpass/Tunnel
- At Grade Spot Improvement

- Proposed project Phase 1
- Proposed project Phase 2
- Safety Route
- Existing project

EXISTING

- Bike lane
- Shared lane markings
- Shared use path
- Neighborhood connectors
- School
- Railroad
- Canal

1" = 2500'

MEPPEN CANAL TRAIL

PHASE 1 (IDAHO CANAL – CARIBOU ST)

BONNEVILLE COUNTY

CITY OF IDAHO FALLS

TABLE B.5 - MULTI-USE PATHS & CANAL TRAILS

Project Name	Length	Cost (low)	Cost (high)	Limit 1	Limit 2	Classification	Agency	Score Total	Notes
Idaho Falls									
Old Butte/Pancheri	0.81	$ 342,200	$ 406,300	Old Butte Path	Bellin Rd	Multi-use Path	Idaho Falls	30	Connector path or bike lane between Old Butte Rd and Pancheri path.
Greenbelt Trail West (Existing / Maintenance)	1.04	$ 850,000		Broadway St	US-20	Multi-use Path	Idaho Falls	30	Improving the pavement quality, width, and user experience along these existing and most popular sections of the Greenbelt Trail.
Greenbelt Trail East (Existing / Maintenance)	1.14	$ 785,000	$ 1,100,000	Broadway St	US-20	Multi-use Path	Idaho Falls	30	Improving the pavement quality, width, and user experience along these existing and most popular sections of the Greenbelt Trail.
Greenbelt Connector Path	0.44	$ 220,800	$ 255,600	Greenbelt Trail East	Rollandet Park	Multi-use Path	Idaho Falls	27	Would likely need to be coordinated with future developemnt. Area is very industrial currently and not attractive.
Holmes Ave Trail	0.49	$ 205,900	$ 283,200	25th St	17th St	Multi-use Path	Idaho Falls	24	Connects bike lanes to the north with other trails to the south. A bike lane is possible on Holmes adjacent to the trail based on traffic volumes, but there are few destinations to access along this stretch.
Idaho Canal Trail	3.60	$ 1,520,700	$ 1,805,800	Holmes Ave	Iona Rd	Canal Trail	Idaho Falls & Bonneville County	24	This pathway would provide a spine not only to the canal trail system, but to the entire bicycling and walking network. Countless connections to recreational areas, neighborhoods, and other destinations would also be made, as well as creating a continuous recreational route.
Greenbelt Trail (west)	1.36	$ 574,500	$ 789,900	Sunnyside Rd	Greenbelt Trail	Multi-use Path	Idaho Falls	23	Connect Snake River Landing and trail @ Sunnyside Rd.
Fremont Ave to Anderson Trail	1.15	$ 485,800	$ 576,900	Fremont Ave	Anderson St	Multi-use Path	Idaho Falls	22	A multi-use pathway parallel to Science Center Drive would link the INL Research Center with other INL Buildings (Willow Creek Bldg, EROB, etc.)
Greenbelt Trail (east) north	1.86	$ 933,000	$ 1,080,300	Greenbelt Trail	Riverview Dr	Multi-use Path	Idaho Falls & Bonneville County	22	Extension of Greenbelt to the north on the east side of the river from current terminus.
49th Path	2.83	$ 1,195,400	$ 1,419,600	Proposed Canal Trail	Proposed Eastern Idaho Rail Trail	Multi-use Path	Idaho Falls	22	East/west pathway linking many north/south pathways.
Loop Connector	0.69	$ 496,200	$ 600,000	Canal Path North of Pancheri	Cliff St	Multi-use Path	Idaho Falls	21	Could be added with new development, and would make more loops for recreational trail users to utilize downtown. Uses existing but unused railroad bridge over Snake River.

I. Project Site Photos

Meppen Canal Trail Phase 1, Idaho Canal to Caribou St Photos:



Meppen Canal Trail Phase 1 (connection at the Idaho Canal trail to be built next year!)



Meppen Canal Trail Phase 1 (East West connection)



Meppen Canal Trail Phase 1 (crossing at Woodruff)



Meppen Canal Trail Phase 1 (connection at Woodruff north business district)



Meppen Canal Trail Phase 1 (connection at Woodruff south neighborhood connection)



Meppen Canal Trail Phase 1 (connection at Kearney neighborhood connection)



Meppen Canal Phase 1 neighborhood and business vicinity.



Meppen Canal Phase 1 South limit connection at Caribou St.

J. Right of Way Irrigation District Letter and Irrigation District Agreement

IDAHO IRRIGATION DISTRICT
ORGANIZED IN 1905
496 East 14th Street Idaho Falls, ID 83404 Office: (208) 522-2356 Fax: (208) 522-1593 idahowater@gmail.com

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

RE: Meppen Canal Trail

Director Fredericksen,

This letter is regarding the TAP Grant application for the Meppen Canal Trail project from the Idaho Canal 25th St. This project will provide approximately 11,500 feet of new pathway and will be coordinated to provide a canal crossing and enhanced pedestrian signal crossing at Woodruff.

This east-west project connection through our city will greatly enhance the canal trail experience as it will line up with our recently constructed north south Idaho Canal trail that being completed this winter. Students and Neighborhood citizens will be served well through the connections of this project by the students and citizens in the neighborhoods served by Falls Valley Elementary school. This project will provide safer non-motorized access to these area schools and the neighborhoods with connection to City destination points including Community Park, the 17th St corridor businesses at Holmes Ave, the College of Eastern Idaho and Falls Valley Elementary school.

It is our pleasure to support the City in pursuit of Federal Grant options available for projects such as these.

Sincerely,

Alan D. Kelsch
Chairman, Idaho Irrigation District

MASTER CANAL PATHWAY AGREEMENT

THIS MASTER CANAL PATHWAY AGREEMENT (this "Master Agreement") is made and entered into to be effective as of the 1st day of December, 2017 (the "Effective Date"), by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho 83404 (hereinafter "District"), and the **City of Idaho Falls**, a political subdivision and municipality existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "City"). District and City are individually a "Party" and together the "Parties".

RECITALS:

A. District is an irrigation district which owns a number of surface water (or "natural flow") water rights authorized for irrigation purposes. District is also a party to contracts with the United States of America for storage water accruing to space in the upper Snake River basin.

B. District is also the owner of a distribution system consisting of numerous irrigation canals (collectively, the "canals") which are vital to delivery of District's water diverted and delivered pursuant to its water entitlements to District's patrons.[1]

C. The canals exist on property owned by District in fee title or by virtue of prescriptive easements, whether adjudicated or unadjudicated, and/or recorded easements.

D. In addition to the primary easement for the canals, District is also entitled to an undefined, but reasonable and necessary, width outside of the primary easement for secondary rights of access for installation, repair, and maintenance of the canals as provided for under Idaho Code §§ 42-1102 and 42-1204. Consistent with such rights of access, District monitors and adjusts water flows in the canals, removes sediment and debris, maintains and refurbishes the canals and their banks, maintains maintenance roads or paths next to the canals, and performs other inspection, operation, maintenance, and repair activities with the appropriate personnel and equipment. Both the primary easement for the canals and the secondary rights of access for maintenance described herein are referred to hereafter simply as District's "easements."

E. City desires to develop pathways for public use along and across some of District's canals and within some of District's easements. The construction and maintenance of such pathways may be compatible with District's primary interests and operations because it will primarily improve District's current unimproved roads or paths along District's canals and will aid in the monitoring, repair, and maintenance of District's canals.

[1] Idaho Code § 42-1209: "Easements or rights-of-way of irrigation districts, Carey act operating companies, nonprofit irrigation entities, lateral ditch associations, and drainage districts are essential for the operations of such irrigation and drainage entities."

F. In order for City to develop such pathways, City desires to obtain District's cooperation and permission.

G. District and City intend, by entering into this Master Agreement, to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities to enhance City's pathway planning through early consultation between City and District; to establish a process for City's submission of pathway requests and District's consideration of such requests; and to provide the general conditions for District's approval and authorization of pathway requests affecting District's canals, property, operations, and maintenance.

AGREEMENTS:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. General. City agrees to consult with District in City's pathway planning, to submit pathway requests to District, and to obtain District's approval of such requests pursuant to the terms and conditions hereinafter provided. District agrees to consult with City in City's pathway planning, to review City's pathway requests, and to approve those which do not interfere with District's use and management of District's property, business and affairs, District's delivery or drainage of water, or District's access, use, operation, maintenance and repair of its canals and irrigation works, and which do not create unacceptable risks to public safety, pursuant to the terms and conditions hereinafter provided. District's approval shall not be unreasonably withheld. Nothing in this Master Agreement shall be construed, implemented, or enforced to unlawfully diminish or impair District's authority, powers, or discretion in meeting its legal and fiduciary responsibilities in the management and protection of its irrigation system, canals, property, assets, or business and affairs. The Parties agree to implement the provisions of this Master Agreement in a reasonable, good faith manner.

2. Initial Term and Automatic Renewal.

(a) Subject to the provisions of Paragraph 2(b) below, the initial term of this Master Agreement shall be for ten (10) years from the Effective Date, which shall end at 11:59 p.m. on November 30, 2027.

(b) Automatic Renewal. This Master Agreement shall automatically renew for additional one-year terms unless either Party provides written notice to the other Party on or before July 1, 2026 that said Party has elected to terminate the Master Agreement. If no such written notice to terminate is provided by the deadline set forth herein, this Master Agreement shall thereafter automatically renew for successive additional one-year terms unless and until either Party provides written notice to the other Party that the Master Agreement has been terminated on or before July 1st of the final lease year of the current term.

(c) Specific Pathway Agreement Terms. The Parties acknowledge that the terms of specific pathway plans approved through the process described in paragraph 4 below may be different than the term of this Master Agreement.

3. Consultation in City Pathway Planning. The Parties acknowledge that planning of pathways along or across District canals, easements, and fee title lands requires consultation between the Parties as early as possible in City's pathway-planning process to identify potential pathway locations and determine project feasibility before City submits pathway requests to District as provided in Section 3 of this Master Agreement. The Parties shall consult with each other in City's planning process as follows:

(a) City shall provide District notice and an opportunity to comment on pathway plans, maps, proposals, and requirements as early as possible in City's pathway-planning process. This shall include, but is not limited to, situations in which City requires, requests, or authorizes third parties to construct pathways across or along District's canals, and associated real property interests.

(b) To the extent District comments on City's pathways plans, maps, proposals, and requirements, it shall provide such comments in writing and shall: (1) advise City whether District requires additional information in order to respond; (2) identify circumstances and options in which construction and maintenance of pathways across or along District canals may be compatible with District's primary purposes, interests, operations, and obligations without creating unacceptable risks to public safety; (3) identify circumstances in which space constraints, and operation, maintenance, and safety issues preclude, limit, or otherwise diminish the potential for the construction of pathways along or across District canals under consideration; (4) identify circumstances where additional protections may be necessary to prevent access to District diversion structures, controlling works, checks, or other irrigation infrastructure; and (5) identify circumstances where fences may be necessary or warranted on a specific pathway section.

(c) City shall advise District in writing if, prior to submitting a pathway request, City desires a statement from District regarding the feasibility of a specific pathway along or across a District canal, easement, or fee title land based on City's submission of preliminary plans. A statement that a proposed pathway is feasible shall not constitute District approval as provided in paragraph 3 below, nor affect the Parties' rights and obligations in the submission, review, and approval of pathway requests as provided in paragraph 3 or elsewhere in this Master Agreement.

4. Submission, Review, and Approval of Specific Pathway Requests Within or Affecting District Property or Canals. District has preliminarily identified possible pathway locations on the map attached hereto as **Exhibit 3**. The inclusion of this preliminary map is conceptual only, and does not obligate District to approve the depicted pathways on **Exhibit 3**. The approval of any pathway under this Master Agreement, whether depicted on **Exhibit 3** or not, is subject to the following procedures, terms, and conditions which shall apply to the submission, review, and approval of specific pathway requests:

(a) Written Request. Prior to constructing, requiring, or authorizing any pathway and/or related landscaping, and structures within or affecting any District property, right-of-way, canal, or irrigation works, City agrees to submit a written request to District, and to obtain District's written permission and approval.

(b) Time Period for Written Request. City shall submit its request far enough in advance of the proposed initiation of construction to provide District a reasonable time to evaluate and respond to the request. Generally speaking, such a request shall be submitted six (6) months prior to the proposed first date of construction. In the event the timing of pathway construction is time-sensitive and necessitates review and approval in less than six (6) months prior to the proposed first date of construction, the City may request a special meeting to be held by District within thirty (30) day of such special meeting request to review City's written request, provided that City shall reimburse District for the costs associated with such special meeting.

(c) Written Request Information. Each request shall describe the proposed pathway generally, identify the proposed dates of construction (if any), and shall identify any known local, state, or federal procedures or requirements which may affect District's review and approval of the proposed pathway.

(d) Written Request Information on Location. Each request shall include a location map, general legal description, authorization from the servient estate owner that may be required, if any, and construction plans which show the pathway's proposed location, design, and all physical structures, plants and landscaping proposed to be constructed, installed, or planted in connection with the pathway.

(e) District Approval Information. If the board of directors of District approves the pathway, an agreement shall be prepared specific to such pathway, and it shall incorporate by reference all covenants, conditions, and agreements of this Master Agreement, shall identify the proposed pathway, shall give a legal description of the pathway, and shall include any special conditions applicable to the particular proposed pathway. The agreement shall be prepared by City at City's sole expense, and shall be reviewed by District at District's sole expense.

(f) Execution of Duplicates. City shall execute duplicate originals of each agreement and deliver them to District for consideration during the next regularly-scheduled meeting of District's board of directors.

(g) District Approval Deadline. District agrees to complete its review of City's requests for pathway agreements pursuant to this Master Agreement within two (2) months prior to the first date of construction. District's approval shall not be unreasonably withheld, consistent with its legal and fiduciary responsibilities.

5. Indemnification. Subject to the limitations of Idaho law, including Article VIII section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code 6-901 *et seq.*), City agrees to defend, indemnify and hold harmless District, District's directors, officers, employees, agents, contractors, partners, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter collectively referred to as "District" for purposes of City's covenants to indemnify in this Master Agreement) from and against all liabilities, penalties, costs, lost damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from the terms and performance of this Master Agreement and any agreement executed hereunder; City's construction, use, operation, or

maintenance of pathways and related facilities within and affecting District's property, canals, and irrigation works; or the use of such pathways and facilities by any third party or member of the public. Such liabilities include claims from District patrons for crop loss damages proven to be the result of curtailment of diversions and lack of irrigation water necessary for the City or other emergency response personnel to respond to an emergency associated with a City pathway or user of a City pathway.

The provisions of this section establish duties between City and District only, and this Master Agreement does not intend, nor does it provide, that this duty is owed to any other entity and/or person, and specifically this section does not extend these duties to the public beyond the provisions of Idaho Code § 36-1604, which are incorporated herein by this reference.

6. Emergency Action Plan. Prior to the construction of any pathways under this Master Agreement, City shall prepare and follow an emergency action plan addressing processes and procedures to be followed by City emergency response personnel and other emergency response personnel in response to a possible drowning or other emergency arising out of use a City pathway. The City shall allow District to be involved in the preparation of the emergency plan, and City shall provide a copy of the completed emergency action plan to District.

7. Authorization From Servient Estate Owners, If Any, Is The Responsibility of City. With respect to District's easements, District's commitments in this Master Agreement and the uses permitted by any agreement executed pursuant to this Master Agreement pertain only to District's rights as the owner of easements.[2] A right to construct the pathway may also be subject to authorization from the holders of title to the servient estate. Should City fail to obtain any necessary authorizations under Idaho law from the holder of title of the servient estate to an easement of District which is the subject of an agreement executed pursuant to this Master Agreement, or should the authorization obtained prove legally ineffectual, City shall hold harmless, indemnify, and defend District from any claim by any party arising out of or related to such failure to obtain such authorization or rights. Where City is unable to locate deeds or other legal instruments available to the public evidencing ownership of a certain canal or easement, District will work with City to provide copies to City of any deeds or other legal instruments in the possession of District evidencing ownership or other legal rights associated with its canals and easements.

8. Conditions Governing Construction And Use of Authorized Pathways. Construction, use, maintenance, and repair of each pathway by City and members of the public within or affecting District's canals, irrigation system and works, and associated real property interests shall be performed in accordance with the conditions listed below. "Facility" means any pathway and any object, plant, or thing of any nature installed in, on, under or across District's canals and property by City, and any activity which changes the physical condition or appearance of District's property, canals, and irrigation system.

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[2] "Because a ditch right acts as an easement, the 'ditch owner' the statute refers to is the owner of the dominant estate, and the 'landowner' the statute refers to is the owner of the servient estate." *Zingiber Inv., LLC v. Hagerman Highway Dist.*, 150 Idaho 675, 682, 249 P.3d 868, 875 (2011).

(a) Authorized Users of Pathway. The purpose of agreements executed pursuant to this Master Agreement shall be to approve, authorize, and permit the construction, installation, use, and maintenance of pathways and related facilities within or affecting District's canals, irrigation system and works and associated property, and to permit City to make the pathways available to the public without charge for recreational uses, as contemplated by Idaho Code § 36-1604. Motor vehicles, all-terrain vehicles, utility-type vehicles specialty off-highway vehicles, motorcycles, motor-driven cycles, mopeds, and motor bikes (all as defined in Idaho Code Title 49, Chapter 2) shall not be used on the pathways. Exceptions to this prohibition include bicycles, electrical personal-assisted mobility devices, motorized wheelchairs, and similar conveyances; authorized emergency vehicles; District or City maintenance vehicles being operated in the course and scope of work performed for District or City; or where written permission has been granted for operation of a motor vehicle by District or City. Authorized uses of the pathways include walking, jogging, pushing baby carriages, riding bicycles, and walking dogs. Provided, however, that in the event water testing in the District's canals returns results showing water contamination levels in excess of acceptable United States Department of Agriculture standards, consistent with applicable law, District may restrict or prohibit walking dogs on pathways.

(b) Pathway Always Subject to District's Rights of Maintenance and Operation. The uses permitted by each agreement executed pursuant to this Master Agreement shall all times be subordinate and subservient to District's rights and uses of District's property, canals, and irrigation works. Nothing contained herein or in any agreement executed pursuant to this Master Agreement shall be construed, implemented, or enforced to impair, limit, restrict, or otherwise affect District's rights, authority, powers, and discretion with respect to District's property, canals, and irrigation system, or to grant or create any rights which interfere with the purposes and uses to which District's property, canals, and irrigation system are devoted and dedicated. District and City agree that all of District's rights and discretion to access, operate, construct, maintain, repair, clean or otherwise use of any portion of District's property, and irrigation works are reserved. After reasonable advance notice from District for routine or anticipated work, or immediately upon notice of an emergency situation where such emergency is made in the sole discretion of District, City agrees to temporarily suspend its use and public use of pathways when the use of the easement areas occupied by the pathways is required by District for access, operation, maintenance, repair, cleaning and other District purposes, or to perform, effectuate or enforce any provision of this Master Agreement or any agreement executed pursuant to this Master Agreement.

(c) Continued Recognition of District's Right to Deposit Spoil. City acknowledges that District has, and agrees that District shall continue to have, the right to deposit sediment, plant material, debris, and other material (collectively "spoil") which District removes from its canals on District's fee title lands and District's easement areas for its canals pursuant to Idaho law, and specifically, Idaho Code § 42-1102. Without limiting this right, District agrees to give reasonable advance notice to City prior to depositing spoil along District's canals, and to exercise reasonable efforts to avoid placing spoil on City's pathways. City may spread and level any spoil removed from the canals and placed on District's land and easement areas or, in the alternative, may transport the spoil to a sanitary landfill or some other authorized place of disposal. District shall have no obligation to spread, level, or remove any spoil removed

from the canals and placed on District's fee title lands and easement areas. Provided, however, that District may notify City and elect to transport and use the spoil elsewhere in the District.

(d) City Shall Maintain All of District's Canals Located Within City Limits. Notwithstanding the provisions of this paragraph regarding District's rights concerning maintenance, as consideration for entering into this Master Agreement, City shall maintain—at City's sole cost and expense—all of the District's canal banks on both sides of the District's canals within City limits over a three-year phased-in schedule of District's canals identified and described on **Exhibit 1**. The City's maintenance shall be consistent with District's maintenance schedule described on **Exhibit 2** attached hereto. City's obligation to maintain District's canals shall apply to all District's canals, regardless of whether a pathway has been constructed by City on said canal or canal segment. City's obligation shall include removal of certain trees identified by District where the tree(s) identified for removal are necessary for removal consistent with District's duties described under Idaho Code §§ 42-1202, 42-1203, 42-1204, and 42-1102, provided, however, that City may remove such trees over a three-year period. Notwithstanding the provisions of this paragraph, City shall have no right or obligation to alter, amend, or maintain the bottom of District's canals, as the responsibility for alteration or maintenance of the canal bottoms shall remain District's responsibility. Furthermore, it is understood and agreed that in order to properly maintain District's canals and laterals, it will require the use and application of certain herbicides and insecticides. City agrees that it will assume the task and perform the application of any required chemicals. In performing any such application, City agrees that it will undertake no activity or allow any chemical to be applied in such a manner so as to cause District or its canals to be out of compliance with any National Pollutant Discharge Elimination System (NPDES) permit, constitute a violation of the Clean Water Act (CWA), or be in violation any other local, state or federal act or rule governing the use of chemicals in the maintenance of District's canals or laterals (as presently applicable or as may be applicable in the future).

(e) Pathway Maintained By City. The pathways shall be constructed, operated, maintained, repaired, and cleaned at all times by City, at the cost and expense of City, in a good, workmanlike, safe, sanitary, and attractive manner and condition in compliance with the laws of the State of Idaho and the conditions stated herein. The City recognizes that District patrons are subject to rules and regulations promulgated by the United States Department of Agriculture, some of which apply to water supply. Accordingly, the City shall enforce its anti-littering ordinances, provide waste receptacles, provide animal waste receptacles, and take other reasonable actions within its authority to prevent litter, trash, animal waste, or other material to gather or be deposited on or along the pathways or in District's canals.

(f) No Encumbrances on Pathway. City shall have no right, power or authority to allow or suffer any lien or other charge or encumbrance of any kind against District's right, title and interest in District's property, canals, and irrigation works.

(g) Pathway Construction and Operation Shall Not Interfere With Flow of Water. City agrees to construct, install, operate, maintain, and repair each facility and conduct its activities within or affecting District's canals and property so as not to constitute or cause: (1) a hazard to any person or property; (2) an interruption or interference with the flow of water in any ditch or the delivery or drainage of water by District; (3) an increase in seepage or any other

increase in the loss of water from the ditch; (4) the subsidence of soil within or adjacent to the easement; and (5) any other damage to District's property, canals and irrigation works. The provisions of this section pertain to construction, maintenance, and repair and otherwise establish a duty owed by City to District only, and this Master Agreement does not intend nor does it provide that this duty is owed to any other entity and/or person, and specifically this provision does not extend the duty of City to the public beyond the provisions of Idaho Code § 36-1604, which are incorporated herein by this reference.

(h) Indemnification Concerning Interference With Flow of Water From Pathway Construction or Use. City agrees to indemnify, hold harmless, and defend District from all claims for damages arising out of any of City's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph of this Master Agreement or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any pathway or facility.

(i) Signage and Protection of Public Safety. City shall do the following to ensure that the permitted public uses of pathways do not interfere with District's property and District's access, operation, maintenance, cleaning, and repair of its canals and irrigation works:

(1) Pathway Signs. City, in consultation with District, shall prepare and install readily visible signs at pathway entrances or other appropriate locations along each pathway advising the public of appropriate matters, such as: (1) that the pathway is located within District's property or easement by District's consent; (2) that the primary use of the easement area is for District's access, operation, maintenance, repair and cleaning of District's ditch and irrigation works; (3) that users of the pathway must yield to District personnel engaged in District activities; (4) that swimming by humans or animals, wading, boating, littering, and any other activity in District canals or within the inside slope of District ditch banks is prohibited; (5) that public use of motor vehicles or equipment on the pathway is prohibited; (6) that the pathway may be closed from time to time upon request of District; (7) of any City ordinances which apply to public use of the pathway; (8) of the permitted hours of use of the pathway, if any; and (9) that use of pathways is only authorized for designated pathways and use of other District canal banks is strictly prohibited.

(2) Other Signage. At canal locations with no constructed pathways where the Parties agree it is evident that the public accesses or could access canal banks in a problematic and unauthorized fashion, City shall prepare and install readily visible signs indicating "No Public Access" or a statement with substantially similar content. City shall also prepare and install readily visible signs at the locations where the approved pathways end (i.e., at the edge of City limits where Bonneville County jurisdiction begins) indicating "End of City Pathway, No Further Public Access" or a statement with substantially similar content. An initial conceptual map of possible pathway locations and the locations of such signage indicated with tick marks is attached hereto as **Exhibit 3**.

(3) Enforcement. City shall take appropriate action and exercise best efforts to protect the safety of the members of the public who use City's pathways, ensure that members of the public comply with the terms of this Master Agreement, agreements executed

pursuant to this Master Agreement, and any City ordinance regarding activity on City pathways, prevent interference with District's use, operation, and maintenance of District's property, canals, and irrigation works, and prevent members of the public using City pathways from swimming, wading, boating, or conducting any other activity within the inside slope of District's canal banks. This Master Agreement shall not prevent District from enforcing any prohibition against unauthorized use of District's property, canals, and irrigation works.

(4) Education and Media Outreach. City shall participate with District on educational activities related to canal safety and media outreach. City and District shall meet yearly to analyze the past year's participation and negotiate in good faith to develop subsequent goals for City's participation to implement area canal safety and media outreach. City participation may include sponsorship of the "Otto Otter" school safety program, IWUA/Upper Valley water users' media outreach program, water awareness week, adopt-a-canal clean-up, and other area water safety and education programs. City and District shall cooperate in seeking grant funds or other sponsors to fund the education activities and media outreach.

(j) Notice of Construction Completion. City shall provide notice prior to and immediately after construction so that District or District's engineers may inspect the construction. Final acceptance of the work performed and the materials used in City's installation of the pathway and all facilities shall not be made until all such work and materials have been expressly approved by District. Such approval by District shall not be unreasonably withheld.

(k) Encroachments Shall Not Be Placed. City shall not excavate, place any structures, plant any trees, shrubs, or landscaping, or perform any other construction or activity within or affecting District's property, canals, and irrigation system except as authorized by agreements executed pursuant to this Master Agreement without the prior written consent of District.

(l) City Obligation For Pathway Repairs. Upon request of District, City shall investigate and perform reasonable and necessary modifications or repairs of any facility or alteration constructed or performed by City which does not comply with the terms of this Master Agreement or any agreement executed pursuant hereto. District shall give reasonable notice to the City and shall allow City a reasonable period of time to perform such maintenance, repair, and other work. District reserves the right to perform any and all work which City fails or refuses to perform within a reasonable time after request, and/or to require the public use of the pathway be temporarily suspended until such work is completed. In cases of emergency District shall attempt to give such notice as is reasonable under the circumstances and reserves the right to perform any work deemed necessary under the circumstances. City agrees to pay to District, on demand, the costs which shall be reasonably expended by District for such purposes. Nothing in this paragraph shall create or support any claim of any kind by City or any third party against District for failure to exercise the options stated in this paragraph.

(m) Compliance with Law. City shall comply fully with all federal, state or other laws, rules, regulations, directives, or other governmental requirements in any form as administered by appropriate authorities, regarding environmental matters, and specifically those relating to pollution control and to materials and chemicals which may be harmful to human health or the environment, which may be applicable to its construction, installation, operation, or

maintenance of any pathway and facilities pursuant to this Master Agreement and any agreement executed hereunder.

(n) Covenants Running With the Easement. The covenants, conditions and agreements contained in each agreement and this Master Agreement shall constitute covenants to run with, and running with, City's use of District's easement, and shall be binding on each of the Parties hereto and on all parties and all persons claiming under them for as long as the subject pathway continues to be used for the purposes authorized by each agreement. City shall provide District written notice upon cessation of use of each authorized pathway for the authorized purposes.

9. Applicable Law and Jurisdiction Unaffected. Neither the terms of this Master Agreement, nor any agreement executed hereunder, nor the Parties' exercise of any rights or performance of any obligations hereunder, shall be construed or asserted to extend the application of any such governmental requirements or the jurisdiction of any federal, state, or other agency or official to District's ownership, operation, and maintenance of its canals; drains, canals, irrigation works and facilities which did not apply prior to and without execution of this Master Agreement.

By entering this Master Agreement, District does not create, or exercise legal or other authority, either express or implied, to regulate, control, or prohibit the discharge or contribution of pollutants or contaminants to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

By entering into this Master Agreement, District does not assume any responsibility or liability for any impact upon or degradation of human health or safety or the environment resulting from any activity of the other Party, including, but not limited to, City's construction, operation, and maintenance of its pathways and facilities.

In the event District is required to comply with any governmental requirements or is subject to the jurisdiction of any governmental agency as a result of authorizing the construction and maintenance of a pathway upon its property, canals, or irrigation works, City, if it is the cause of such governmental intervention shall: (1) immediately cease such action; and (2) indemnify, hold harmless or defend or reimburse District for its costs and liabilities associated with the governmental requirements and intervention.

10. Water Rights. City acknowledges that the waters in District's canals are fully appropriated for beneficial use, and that the water flows in District's canals fluctuate based on demand, diversion, and use of water. City shall not attempt to divert or claim the right to diversion or maintenance of minimum stream flows of any water in any of District's canals. City shall not in any manner attempt to require District to maintain any flow of water in any of District's canals. Provided, however, that this provision does not inhibit City's ability to otherwise divert water from District's canals under City's entitlements as a patron of District consistent with District's operations.

11. Not a Public Dedication. Except for the permission to construct and maintain pathway(s) contained in agreements executed pursuant to this Master Agreement, nothing contained herein or in such agreements shall be deemed to constitute a gift or dedication of any portion of District's property, canals, or irrigation and drainage works to the general public or for the benefit of the general public or for any public purpose whatsoever, and nothing contained herein shall be deemed to provide that any pathway shall be used for any other purpose than as stated herein and in agreements executed pursuant hereto, it being the intention of the Parties that this Master Agreement and any further agreements will be strictly limited to and for the purposes expressed herein. The Parties shall be permitted, from time to time, to take whatever reasonable action it or they deem necessary to prevent any portion of District's property, canals, and irrigation and drainage works from being dedicated or taken for public use or benefit.

12. Relocation. If desired by District, any pathway within or upon District's property, canals, and irrigation system and works that is not interfering or impacting District's operations may be relocated in a functionally similar manner. Such relocation shall be with the prior written approval of City, which approval shall not be unreasonably withheld. The costs of such relocation shall be borne by District.

13. Dispute Resolution. The Parties agree to engage in mediation through a mutually acceptable mediator prior to institution of legal proceedings to resolve any issues pertaining to the provisions of this Master Agreement. The Parties shall each pay fifty percent (50%) of all fees and costs charged by such mediator.

14. Default. If dispute resolution is unsuccessful and either Party believes that the other Party has failed to perform any of their obligations under this Master Agreement and that failure continues for sixty (60) days after receipt of written notice from the other Party, the non-breaching Party may (i) bring an appropriate action for specific performance of this Master Agreement; (ii) bring an appropriate action for any damages incurred as a result of such failure; and/or (iii) pursue any other remedies available to under this Master Agreement, at law or in equity.

15. No Claims Created. Nothing in this Master Agreement or any agreement executed or permit issued pursuant to this Master Agreement shall create or support a claim of estoppel, waiver, prescription, or adverse possession by either Party by either Party hereto or any third party against either Party hereto.

16. Rights Nonexclusive. This Master Agreement is entered subject to all rights previously acquired by third parties. The rights and privileges granted by this Master Agreement are nonexclusive and will not prohibit District or City from entering into agreements with other parties.

17. Assignment. Neither this Master Agreement nor any agreement entered pursuant to this Master Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

18. Attorney Fees. Should either Party incur costs or attorney fees in connection with efforts to enforce the provisions of this Master Agreement or any agreement executed pursuant hereto, whether by institution of suit or not, the Party rightfully enforcing or rightfully resisting

enforcement of such provisions, or the prevailing Party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other Party.

19. Construction, Binding Effect, and Authority. This Master Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. This Master Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Master Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Master Agreement shall remain in full force and effect. The Parties represent and warrant to each other that they each have authority to enter this Master Agreement.

20. Paragraph Headings. The section headings herein set forth are provided only for the convenience of the Parties in locating various provisions of the Master Agreement, and are not intended to be aids in interpretation of any provision of the agreement with respect to which the Parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Agreement.

21. Notices. Any and all notices, demands, consents and approvals required pursuant to this Master Agreement shall be hand delivered, faxed, or emailed, or if sent by mail, with postage prepaid, addressed to the Parties as follows:

CITY	DISTRICT
Mayor of the City of Idaho Falls P.O. Box 50220 Idaho Falls, Idaho 83405	Board Chairman, Idaho Irrigation District 496 East 14th Street Idaho Falls, Idaho 83404

22. Recording. This Master Agreement shall be recorded in the records of Bonneville County, Idaho.

23. Governing Law and Venue. This Master Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Idaho and venue over any dispute arising hereunder shall be deemed to be in Bonneville County, Idaho.

IN WITNESS WHEREOF, the undersigned have duly executed this Master Agreement effective on the date set forth above.

"DISTRICT"

IDAHO IRRIGATION DISTRICT

Alan D. Kelsch

By: Alan D. Kelsch
Its: Chairman

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 29 day of November, 2017, before me a notary public in and for said State, personally appeared Alan D. Kelsch, known or identified to me (or proved to me on the oath of Alan D. Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district executed the same.

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

W L Hansen

Notary Public for Idaho
Residing at Idaho, Idaho
My commission expires: 8/29/2023

(seal)

WENDY L. HANSEN
STATE OF IDAHO
NOTARY — • — PUBLIC

"CITY"

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca L. Noah Casper, Mayor

ATTEST

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 21 day of NOVEMBER, 2017, before me a notary public in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me (or proved to me on the oath of Rebecca L. Noah Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, and acknowledged to me that such city executed the same.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 3-26-2021

EXHIBIT 1

Three-year Phased-in Maintenance Schedule

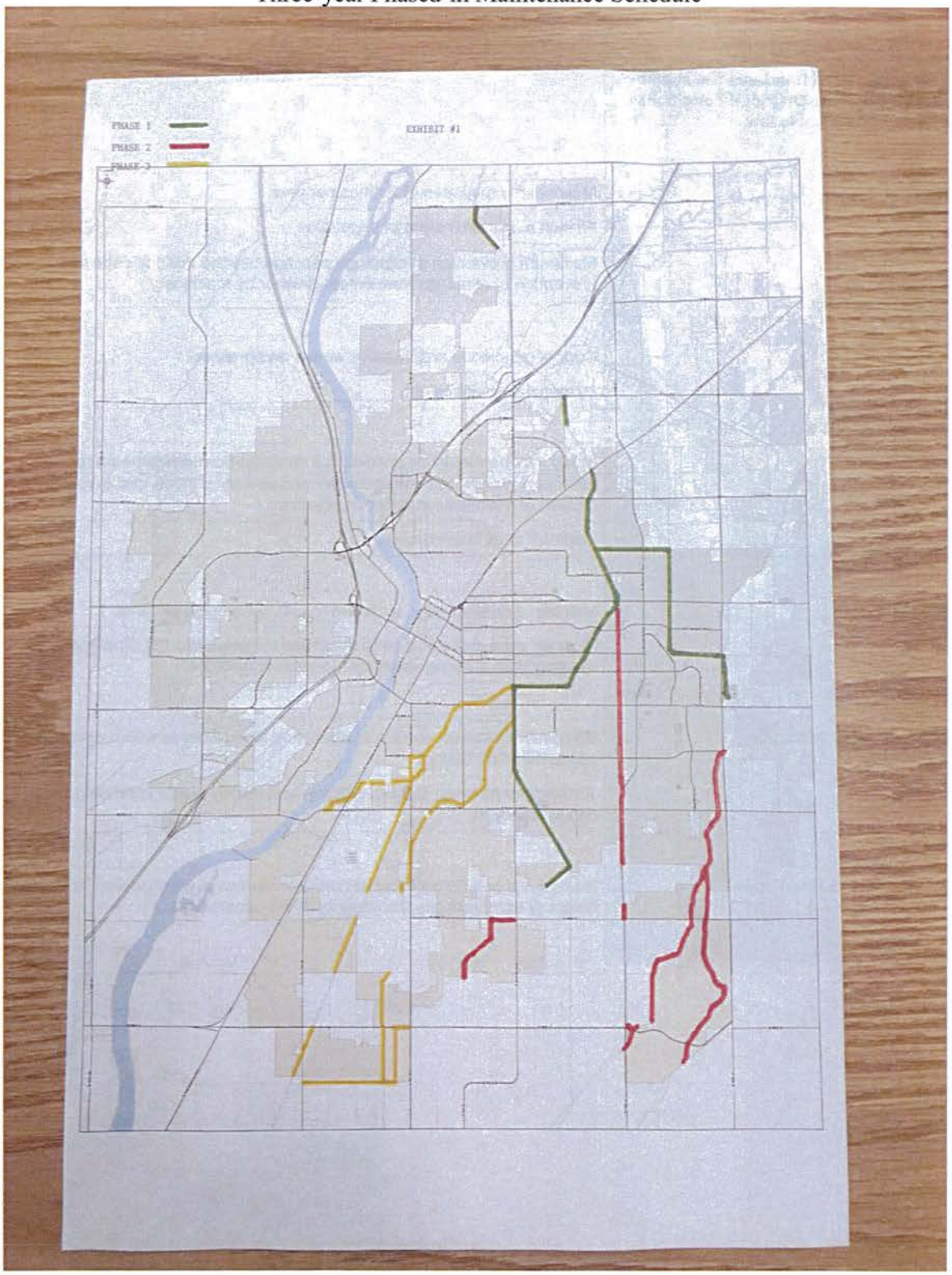


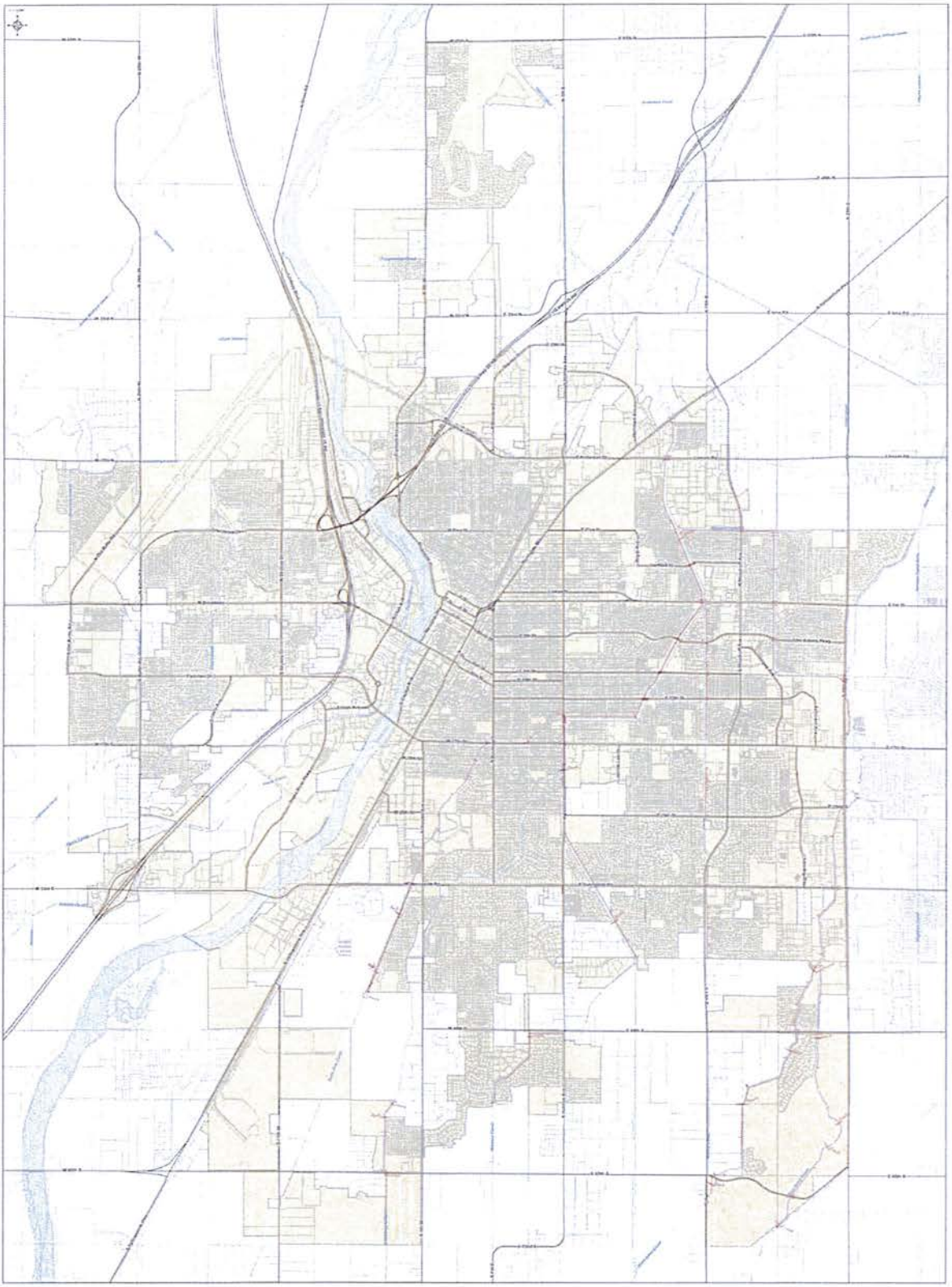
EXHIBIT 2

District's Maintenance Schedule

IID - City Canal Maintenance Standards	
All maintenance standards are subject to revision of the District if conditions dictate or applicable law.	
Mowing	Mowing at a minimum of 3 times per year.
	10 inch maximum height of vegetation.
	Maximum prevention of clippings passage beyond riparian edge and prevention of clippings from entering water by machinery.
Weeds	Control of noxious and invasive weeds and grasses.
	10 inch maximum height.
	Spray in a manner to be applied in a direction from downstream to upstream in order to minimize water concentration levels and to maximize dilution of chemicals in water as possible.
	Conform to all labeled uses.
Riparian Edge	Maintain a riparian edge sufficient to prevent erosion of canal.
	Riparian zone maintenance to maximize the prevention of clippings due to mowing from entering water due to wind or weather.
Trees, Bushes, & Shrubs	Removal of all trees, shrubs, bushes, and woody plants within easement as identified by District.
	Trimming of all trees, shrubs, bushes, and woody plants interfering with canal easement.
Canal Banks & Roadways	No removal or leveling of canal banks or roadways which lowers the height or compromises the integrity of the canal banks.

EXHIBIT 3

Initial Conceptual Pathway Map (Pathways in red; Signage locations shown with red tick marks)



IDAHO FALLS

Amanda LaMott, P.E.
LHTAC
330 Grace St,
Boise, Id. 83703

PROJECT #: A023(696)
Key #: 23696

RE: 23696 Meppen Canal Trail Project Funds Support

Ms. LaMott,

This letter is regarding the TAP Grant application for the Meppen Canal Trail project from the Idaho Canal trail to 25th East. This project will provide approximately 8,750 feet of new pathway and will be coordinated to provide canal crossings and enhanced pedestrian hybrid signal crossings at Woodruff and 1St St.

We would support the application of additional funds up to $1,000,000 to assist in providing the path described along with access to the trail via canal crossings to adjacent neighborhoods while making connection to very popular Idaho Canal Trail project within the City. We understand that additional funding requires addition match support requirement at 7.34% of which we are prepared to provide form our Parks Capital Projects budget.

Any assistance to provide for the additional funds requested would be appreciated to enhance project that greatly benefits our community.

Please fe3el free to contact me at (208) 612-8259 should you have any questions or concerns.

Sincerely,

Chris Canfield, P.E.
Assistant Public Works Director, Idaho Falls

EXHIBIT B

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure
Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

Memorandum

File #: 21-587 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Thursday, July 21, 2022
DEPARTMENT: Community Development Services

Subject
Security Bond for Site Improvements Agreement for Rising Sun Townhomes

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Security Bond for Site Improvements for Rising Sun Townhomes and give authorization for the Mayor and City Clerk to execute the documents (or take other action deemed appropriate).

Description, Background Information & Purpose
For public improvements for new development, the Subdivision Ordinance includes a section which allows for security bonds to ensure the improvements will be completed. These securities are typically used when construction needs to take place before the public improvement can be completed. There is currently no such option for private improvements for site plans governed by the Zoning Ordinance. Staff has recognized the need for such an option and is currently preparing an ordinance to present to the City Council for consideration. However, there is a development which has asked for a bonding agreement for amenities within a PUD due to their phasing of buildings adjacent to the amenity. The attached agreement will allow them to receive the temporary certificate of occupancy on one building provided they post a bond for the amenity improvements and surrounding landscaping. The agreement limits the timeframe for completion to 90 days. This will allow the developer to finish a building which is next to the amenity and then install the improvements. Staff has coordinated the agreement with the City Attorney and the developer and requests Council approval.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Interdepartmental Coordination
The Bond was reviewed by staff from Planning and the City Attorney.

Fiscal Impact
NA

Legal Review
This application has been reviewed by the City Attorney pursuant to applicable law

SECURITY BOND FOR SITE IMPROVEMENTS AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND RISING SUN PARTNERS, LLC

This SECURITY BOND FOR SITE IMPROVEMENTS AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND RISING SUN PARTNERS, LLC, ("AGREEMENT"), made this _____ day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and RISING SUN PARTNERS, LLC, (hereinafter "DEVELOPER"), whose mailing address is P.O. Box 2754, Alpine, Wyoming 83128.

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 in the Rising Sun Townhomes Subdivision (the "Site"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Site within CITY; and,

WHEREAS, the City Engineer, and the Community Development Services Department Director, has 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 Site, subject to the terms and conditions of this AGREEMENT; and

WHEREAS, CITY desires to ensure that public and private improvements consisting of those described in this AGREEMENT are constructed; 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, Community Development Services Department Director has recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to issue a temporary Certificate of Occupancy, 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. Issuance of Temporary Certificate of Occupancy. CITY hereby agrees to issue a Temporary Certificate of Occupancy for Building No. 1 of the PUD site plan for a period of time not to exceed ninety (90) days from its issuance for the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference.

2. Construction of Private Site Improvements. DEVELOPER shall, at its expense, design and construct all required landscape improvements shown in the Rising Sun Townhomes PUD site plan and as approved by staff. Unless otherwise agreed in writing by CITY, DEVELOPER shall construct all required 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.

3. Conditions of Bond. The bond shall be one hundred fifty percent (150%) of the estimated costs of the playground and landscaping surrounding the playground, which is identified as Tot Lot 1 within Phase 1 on the approved PUD Concept. The cost for such improvements is estimated to be six thousand five hundred twenty-one dollars and seventy-four cents ($6,521.74), making the required bond amount to be nine thousand seven hundred eighty-two dollars and sixty-one cents ($9,782.61). Once the bond is posted, CITY will issue a Temporary Certificate of Occupancy for Building 1 on the Site, for a period of time not to exceed ninety (90) days from the date of issuance. After improvements are completed, CITY will release the bond and issue a full Certificate of Occupancy for Building 1.

5. Occupancy. No building or structure within the Subdivision, other than that identified in paragraph 1 on this AGREEMENT, shall be used or occupied for any purpose other than for the construction of such building or structure, unless landscaping and open space improvements as approved for the Rising Sun Townhomes PUD have been completed and inspected by Community Development Services. CITY may withhold all temporary or final 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 commercial or industrial purposes.

6. 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 Section 10-1-19 of 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.

7. 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.

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

9. 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.

10. 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.

11. 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

_____ By _____

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

Rising Sun Partners, LLC

By _____
Dennis Hourany, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., 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.

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

STATE OF IDAHO)
) ss:
County of _____)

On this _____day of _____, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Dennis Hourany, known or identified to me to be the Manager of Rising Sun Partners, LLC, a limited liability company, 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 limited liability company.

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

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

PUD CONCEPT FOR:

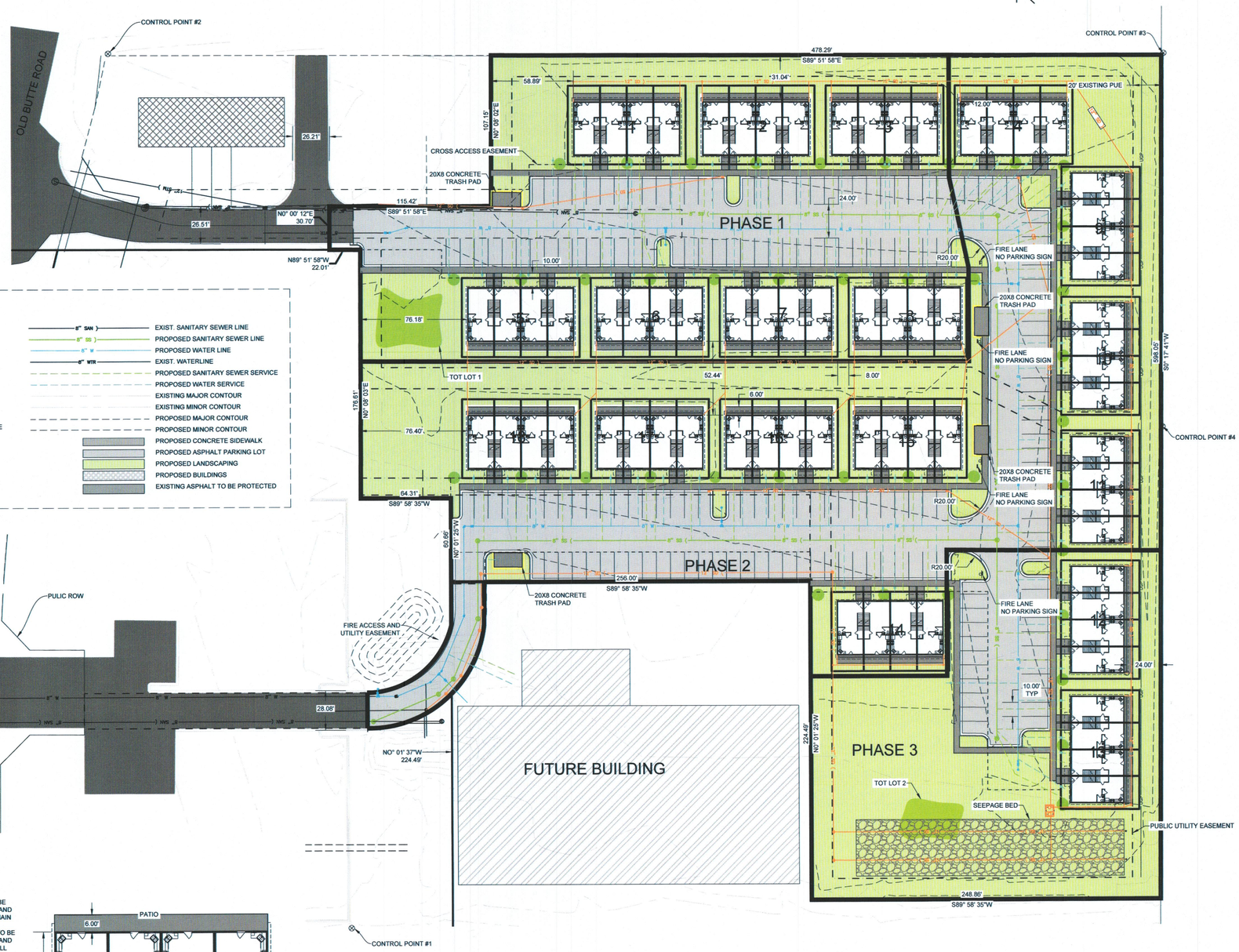
RISING SUN TOWNHOMES

ELECTRICAL NOTES:

1. ALL NEW ELECTRICAL FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT IDAHO FALLS POWER SERVICE POLICY AND/OR ROCKY MOUNTAIN POWER SERVICE POLICY. EACH UTILITY SHALL BE CONSTRUCTED TO ITS OWN POLICY.
2. ELECTRICAL SWITCH CABINETS AND BASES (WHEN REQUIRED) WILL BE PROVIDED BY IDAHO FALLS POWER BUT SHALL BE INSTALLED BY THE DEVELOPER/CONTRACTOR.
3. ALL PRIMARY AND SECONDARY CONDUITS SHALL BE PROVIDED AND INSTALLED BY THE DEVELOPER/CONTRACTOR. ALL ELECTRICAL CONDUITS AND 36" RADIUS ELBOWS SHALL BE SCHEDULE 40 PVC.
4. THE MINIMUM POWER TRENCH DEPTH SHALL BE 54" BELOW FINISH GRADE (CONDUIT TO BE INSTALLED 48" BELOW FINISH GRADE). INCLUDING 6" OF SAND BEDDING BELOW AND ABOVE TOP OF CONDUITS.
5. PRIMARY AND SECONDARY CONDUIT DEPTHS CAN BE REDUCED TO 18" OF COVER BELOW FINISHED GRADE WITH APPROVAL BY IDAHO FALLS POWER. RIGID GALVANIZED STEEL CONDUIT MUST BE PROVIDED AND INSTALLED BY THE DEVELOPER/CONTRACTOR IN A TRENCH LESS THAT 48" DEEP.
6. THE DEVELOPER/CONTRACTOR SHALL PROVIDE ALL STAKING AND LAYOUT OF NEW ELECTRICAL FACILITIES INCLUDING POWER POLES. IDAHO FALLS POWER SHALL BE RESPONSIBLE FOR THE RELOCATION OF POLES INSIDE CITY OF IDAHO FALLS RIGHTS OF WAY.
7. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING CITY POWER POLES AND ELECTRICAL FACILITIES DURING CONSTRUCTION EXCEPT THOSE FACILITIES SHOWN TO BE RELOCATED OR MOVED PER IDAHO FALLS POWER CONTRACTORS MAP.
8. COORDINATE ALL ELECTRICAL CONSTRUCTION WITH IDAHO FALLS POWER.
9. OWNER SHALL BEAR ALL COSTS TO RELOCATE OR REMOVE EXISTING POWER POLES, LIGHT POLES, ANCHOR GUYS, AND MISCELLANEOUS ELECTRICAL FACILITIES, WITH THE EXCEPTION OF UTILITIES INSIDE CITY RIGHTS OF WAY THAT ARE REQUIRED BY THE CITY TO BE RELOCATED.
10. THE OWNER/DEVELOPER SHALL PROVIDE ALL TRENCHING, CONDUIT AND CONCRETE LIGHT POLE FOUNDATIONS FOR STREET ILLUMINATION ALONG ALL PUBLIC RIGHT OF WAY AS PER CURRENT IDAHO FALLS POWER SERVICE POLICY. ADDITIONALLY, OWNER/DEVELOPER SHALL PURCHASE STREET LIGHT ASSEMBLY PROVIDED AND INSTALLED BY IDAHO FALLS POWER. PAYMENT REQUIRED PRIOR TO INSTALLATION OF STREETLIGHT(S).
11. WITH EXCEPTION OF CONDUIT CROSSING, CONTRACTOR SHALL INSTALL CURB AND GUTTER PRIOR TO POWER TRENCH AND CONDUIT INSTALLATION. OR (WITH IDAHO FALLS POWER APPROVAL) CENTERLINE OF TRENCH MAY BE STAKED WITH CUT/FILL TO BOTTOM OF TRENCH AT ALL GRADE BREAKS AND HUBS AT 25' INTERVALS AND OFFSET STAKES AT ALL TRANSFORMERS, SWITCH CABINETS, SECONDARY PEDESTALS ETC.
12. IF APPLICABLE, SEE IDAHO FALLS POWER ELECTRICAL SITE PLAN FOR OFF-SITE ELECTRICAL AND FIBER OPTIC FACILITIES, LAYOUT, AND INSTALLATION DETAILS.
13. CONTACT IDAHO FALLS POWER PRIOR TO CONSTRUCTION. (208)612-8573

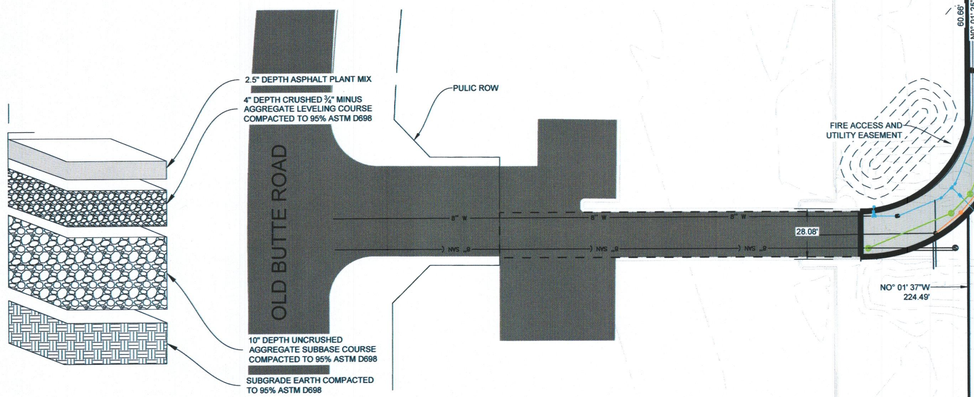
SURVEY NOTE:

THIS SITE PLAN CONFORMS TO AN ACTUAL SURVEY THAT WAS PERFORMED ON THE GROUND BY A LICENSED LAND SURVEYOR 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.



LEGEND

- EXIST. CATCH BASIN
- PROPOSED CATCH BASIN
- EXIST. FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXIST. LIGHT POLE
- PROPOSED STREET LIGHT
- EXISTING WATER VALVE
- EXIST. SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- EXIST. CURB & GUTTER
- PROPOSED CURB & GUTTER
- PROPERTY LINE
- SAW CUT
- EASEMENT LINE
- EXIST. SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- EXIST. WATERLINE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED WATER SERVICE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PARKING LOT
- PROPOSED LANDSCAPING
- PROPOSED BUILDINGS
- EXISTING ASPHALT TO BE PROTECTED



ASPHALT PARKING LOT SECTION

SHEET INDEX
1 OF 1 = PLANNED UNIT DEVELOPMENT CONCEPT

SITE INFORMATION
AREA: 261,585 (6.005 ACRES)
PARCEL ZONING: R2
TOTAL BUILDINGS: 18
UNITS: 72
ALLOWED DENSITY: 17 UNITS PER ACRE
PROPOSED DENSITY: 12 UNITS PER ACRE

PARKING REQUIREMENTS
PARKING SPACES REQUIRED = 144
(2 SPACES PER DWELLING UNIT)

PARKING SPACES PROVIDED = 159

STORM WATER REQUIREMENTS
TOTAL STORM WATER DIRECTED TO CITY = 2,888 CF *
TOTAL RETAINED ON SITE = 25,762 CF *
* FOR EVERY 1.3" OF PRECIPITATION

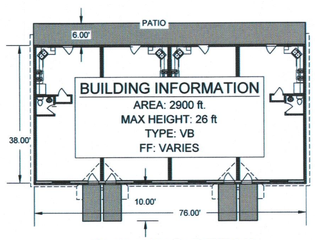
LANDSCAPING REQUIREMENTS
TOTAL REQUIRED(25%) = 65,396 SQ. FT.(1.50 ACRES)
TOTAL PROVIDED = 113,923 SQ. FT.(2.62 ACRES)
PROVIDED PERCENT = 44% (NOT INCLUDING CANAL AREA)

VARIANCE REQUESTS
1. REDUCTION IN REQUIRED LANDSCAPE ISLAND PERCENTAGE OF OVERALL PARKING LOTS.
REQUIRED (10%): 6,493 SQ. FT.
PROVIDED (5%): 2920 SQ. FT.

UTILITY NOTES
1. 18" VERTICAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE WATER LINES AT MAIN LINE CROSSINGS.
2. 10' HORIZONTAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE WATER LINES AT ALL LOCATIONS.
3. 6' HORIZONTAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE SERVICE LINES.

BASIS OF BEARING
CITY OF IDAHO FALLS 2004 CONTROL

AMMENITIES
1. TOT LOTS



BUILDING DETAIL
SCALE: 1"=20'

CONTROL POINT TABLE

Point #	Elevation	Northing	Easting	Description
1	4705.34	664833.62	676188.12	FND1/2"IRLS8795
2	4710.02	665453.71	676016.80	FND5/8"IRLS15571
3	4707.11	665452.00	676769.62	FND5/8"IRLS15571
4	4706.02	665186.81	676767.93	FND1/2"IRLS8795

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

ENGINEERING DEPT.
SEWER FRONT FOOTAGE 55.7 FT.
WATER FRONT FOOTAGE 55.7 FT.

PROFESSIONAL ENGINEER LICENSED 15180 STATE OF IDAHO RICARDO ZAVALA 3/26/21

NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. **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**.
6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
7. 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).
8. **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).
9. 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.
10. **Replace** all broken or poor quality curb, gutter, and sidewalk.
11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
12. 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**.
13. 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).
14. 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 600-1or 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).
15. **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.
16. **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.
17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. 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.



CITY OF IDAHO FALLS APPROVAL
Revision 4/2016

Approved _____ City of Idaho Falls Date 9/10/21

PROPERTY LEGAL DESCRIPTION

Part of the SW 1/4 of the NW 1/4 of Section 22, Township 2 N Range 37 E B.M. Bonneville County,

IMPROVEMENT DRAWINGS CONTACT PERSON

NAME RICARDO ZAVALA
ADDRESS 1904 W. OVERLAND ROAD ZIP 83705
PHONE 208-342-0091

PROJECT TITLE

RISING SUN TOWNHOMES

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
754-02	KD	3/29/2021	1 of 1
SCALE: 1"=40'	CHECKED BY: RZ	REVIEW NO.: 1	

2-37-22-1 #15

Memorandum

File #: 21-585 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Thursday, July 21, 2022
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, CCW Express Broadway Subdivision.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for CCW Express Broadway Subdivision and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for CCW Express Broadway Subdivision 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 CCW Express Broadway Subdivision 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 CCW Express Broadway Subdivision. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and unanimously voted to recommend approval of the final plat as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable

Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

NA

Legal Review

This application has been reviewed by the City Attorney pursuant to applicable law

Zoning

PLAT22-007

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

PLAT22-007



CCW EXPRESS BROADWAY

A SUBDIVISION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, LOCATED IN THE NE ¼ OF SECTION 24, T.2N., R.37E., B.M., -2022-

S89°52'52"E 2539.33 (BASIS OF BEARING)

S89°52'52"E 1658.58'

S89°52'52"E 880.75'

NORTH 1/4 CORNER
SECTION 24
FOUND BRASS CAP
INSTRUMENT NO.1409280

MEANDER CORNER
SECTION 24
FOUND BRASS CAP
CP&F INSTRUMENT NO.1654123

S0°07'08"W 1020.12'

DETAIL "B"

S73°13'41"W 35.00'
S34°50'35"E 0.82'
S35°51'57"E 0.81'
R.P.
R.P.

DETAIL "A"

N61°12'04"W 231.37'
1020.12'
P.O.B.
N55°43'33"E 128.78'
S20°31'22"W 0.76'
R.P.

Line Table		
Line #	Length	Direction
L1	12.53'	S28°54'18"W
L2	9.75'	S28°54'18"W
L3	8.74'	N61°11'35"W
L4	17.00'	S28°48'25"W
L5	8.71'	S61°11'35"E
L6	30.91'	N0°07'48"W

LOT 1
BLOCK 1
CARL'S JR. SUBDIVISION
INSTRUMENT NO. 1457451
(R3)

(R5 - S 28°54'36" W 143.23')
143.23'
S28°54'18"W

(R4 - S 28°47'56" W 53.25')
(R2 - N 28°48'25" E 53.25')
N28°54'18"E 53.77'
(R4 - S 73°13'12" W 35.00')
(R2 - N 73°13'41" E 35.00')
N73°13'41"E 35.04'

BROADWAY ST.

(R4 - N 61°12'04" W 231.37')
(R2 - S 61°11'35" E 231.37')
S61°11'35"E 231.37'

UTAH AVENUE

(R4 - S 41°09'40" W 74.36')
(R2 - S 41°10'09" W)
N41°10'09"E 73.79'

DETAIL "B"
DETAIL "C"
S28°54'18"W 12.53'

15' P.U.E. & P.S.E.

(R5 - C4)
C4
(R4 - C1)
C1
C3
C5
(R5 - S 35°35'03" W 42.49')
S35°34'45"W 42.49'
(R4 - S 35°34'11" W 48.66')
S35°34'40"W 48.66'
(R4 - C2)
C2
44.0'
14.09'
30.0'

PUBLIC RIGHT-OF-WAY DEDICATION 0.022 AC

1
1.148 AC
BLOCK 1

8' WIDE TELEPHONE EASEMENT PURSUANT TO INSTRUMENT NOS. 700970, 700971, 700972, DATED: 3/13/1986

10' WIDE POWER EASEMENT PURSUANT TO INSTRUMENT NO. 682961 DATED: 5/8/1985

TRACT 1
RECORD OF SURVEY
INSTRUMENT NO. 1702919

-UNPLATTED-

238.78'
N49°35'12"W 250.87'
(R4-S49°39'34"E 250.94')

STEVE WACKERLI

15' P.U.E.

12' P.U.E.

P.O.B.
DETAIL "A"
S35°43'33"W 128.78'
(R4 - N 35°41'23" E 128.50')

BROADWAY HOLDINGS LLC
-UNPLATTED-

L.S. 760

S35°50'16"W 102.46'
(R4 - N 35°49'10" E 102.54')
(R1 - N 35°49'10" E 110.81')

(R1 - S 61°09'36" E 133.76')
133.76'
N61°08'30"W

(R4 - N 35°49'10" E 8.27')
N35°50'16"E 8.24'

LOT 4
BLOCK 1
EAGLE ROCK CROSSING
INSTRUMENT NO. 863973

(R4-S49°52'51"E 205.11')
(R1 - S49°52'51"E 205.11')
N49°52'17"W 205.03'

UTAH AVENUE

S28°48'25"W 53.25'
S34°40'24"E 0.85'
N41°10'09"E 74.36'
R.P.

DETAIL "C"

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	28.25'	1058.93'	1°31'43"	N32°53'36"E	28.25'
C2	35.48'	1058.93'	1°55'11"	N34°37'03"E	35.48'
C3	90.68'	1072.93'	4°50'33"	N31°19'35"E	90.66'
C4	119.85'	1028.93'	6°40'27"	N32°14'32"E	119.79'
C5	93.70'	1087.93'	4°56'05"	N31°22'21"E	93.67'
R4 - C1	28.26'	1058.93'	01°31'44"	S 32°53'05" W	28.25'
R4 - C2	35.48'	1058.93'	01°55'12"	N 34°36'35" E	35.48'
R5 - C4	119.86'	1028.93'	06°40'27"	S 32°14'49" W	119.79'

0 40' 80'
SCALE: 1" = 40'

LEGEND

- CALCULATED POINT
- FOUND 5/8 " REBAR WITH ALUMINUM CAP STAMPED - P.L.S. 12459
- FOUND 5/8" REBAR WITH CAP STAMPED - P.L.S. 8575 OR AS OTHERWISE NOTED
- FOUND 5/8" REBAR WITH CAP STAMPED - P.L.S. 4563
- FOUND 1/2" REBAR WITH PLASTIC CAP - P.L.S. 10944
- SET 1" BRASS CAP WITH MAGNET BELOW STAMPED CHA P.L.S. 12457
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
- SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 12457
- FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED ELLSWORTH P.L.S. 10944 REPLACED WITH SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
- PLSS CORNER
- SUBDIVISION BOUNDARY LINE
- BOUNDARY LINE/LOT LINE
- STREET CENTERLINE
- SECTION LINE
- TIE LINE
- PUBLIC UTILITY EASEMENT (P.U.E.) AND PUBLIC SIDEWALK EASEMENT LINE (P.S.E.)
- PUBLIC UTILITY EASEMENT LINE (P.U.E.)
- EXISTING PUBLIC UTILITY EASEMENT LINE (P.U.E.)

P.O.B. POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT
R.P. REFERENCE POINT, INCORRECTLY LABELED AS "WITNESS CORNER" ON RECORD OF SURVEY INSTRUMENT NO. 1404241

REFERENCE SURVEYS

R1 - EAGLE ROCK CROSSING INSTRUMENT NO. 863973

R2 - RECORD OF SURVEY FOR IDAHO TRANSPORTATION DEPT. INSTRUMENT NO. 1404241

R3 - CARL'S JR. SUBDIVISION INSTRUMENT NO. 1457451

R4 - RECORD OF SURVEY FOR STEVE WACKERLI INSTRUMENT NO. 1702919

R5 - RIGHT-OF-WAY DEED INSTRUMENT NO. 1450591

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A ONE LOT SUBDIVISION BEING A RETRACEMENT OF TRACT 2 AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO 1702919, COMPLETED BY ELLSWORTH AND ASSOCIATES, DATED OCTOBER 14, 2021. THE EAST LINE OF THE PARCEL WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY. THE SOUTH LINE OF THE PARCEL WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY FOR TRACT 2. THE WEST AND NORTH LINES OF THE PARCEL WERE DETERMINE BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY AND RECORD OF SURVEY, INSTRUMENT NO. 1404241, COMPLETED BY GLAHE AND ASSOCIATES, DATED DECEMBER 1, 2011.

BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM 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, [REFRENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MEDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

PROFESSIONAL LAND SURVEYOR REGISTERED 12457 STATE OF IDAHO CHRISTOPHER ADAMS

SHEET 1 OF 2

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223
HORROCKS ENGINEERS

CCW EXPRESS BROADWAY

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
LOCATED IN THE NE ¼ OF SECTION 24, T.2N., R.37E., B.M.,
-2022-

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT CCW EXPRESS BROADWAY, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

BONNEVILLE COUNTY RECORDER 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.

BONNEVILLE COUNTY TREASURER DATE:

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

IRRIGATION WATER RIGHTS RELEASE

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.

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR CITY CLERK

CITY ENGINEER
KENT J. FUGAL, PE 9247

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.

BONNEVILLE COUNTY SURVEYOR, DAVID DOUGLAS ROMRELL P.L.S. NO. 12223 DATE :

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING TRACT 2 AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 1702919, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 1409280; THENCE ALONG THE NORTH LINE OF SAID SECTION 24, SOUTH 89°52'52" EAST 1658.58 FEET; THENCE SOUTH 00°07'08" WEST 1020.12 FEET TO THE NORTHEAST CORNER AS SHOWN ON SAID RECORD OF SURVEY, INSTRUMENT NO. 1702919, AND BEING THE **POINT OF BEGINNING**; THENCE ALONG THE BOUNDARY LINE OF TRACT 2 OF SAID RECORD OF SURVEY THE FOLLOWING EIGHT (8) COURSES; (1) THENCE SOUTH 35°43'33" W 128.78 FEET; (2) THENCE SOUTH 35°50'16" WEST 102.46 FEET; (3) THENCE NORTH 49°35'12" WEST 250.87 FEET TO A POINT OF NON-TANGENCY OF A 1058.93 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH RADIUS THAT BEARS NORTH 56°20'33" WEST; (4) THENCE NORTHEASTERLY 28.25 FEET ALONG THE ARC OF SAID 1058.93 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°31'43" AND A LONG CHORD THAT BEARS NORTH 32°53'36" EAST 28.25 FEET; (5) THENCE NORTH 41°10'09" EAST 73.79 FEET; (6) THENCE NORTH 28°54'18" EAST 53.77 FEET; (7) THENCE NORTH 73°13'41" EAST 35.04 FEET; (8) THENCE SOUTH 61°11'35" EAST 231.37 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1.170 ACRES.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ADAMS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS CCW EXPRESS BROADWAY, 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.



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 _____, 2022.

CCW BROADWAY, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY: _____
MATT CARDON, PRESIDENT

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED CCW BROADWAY,LLC, A LIMITED LIABILITY, IDAHO, 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 CCW EXPRESS BROADWAY, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER, OR ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, 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, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, 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, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

CCW BROADWAY,LLC, AN IDAHO LIMITED LIABILITY COMPANY

MATT CARDON, PRESIDENT

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2022, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MATT CARDON, KNOWN OR IDENTIFIED TO ME, TO BE THE PRESIDENT OF THE LIMITED LIABILITY COMPANY OF CCW BROADWAY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, 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: _____

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223

HORROCKS ENGINEERS

STAFF REPORT
FINAL PLAT
CCW EXPRESS BROADWAY SUBDIVISION
July 28, 2022

IDAHO FALLS
Community Development Services

Applicant: Horrocks Engineers

Project Manager: Kerry Beutler

Location: Generally, north of Riverwalk Dr, east of Houston Cir, south of Broadway, west of the Snake River

Size: Approximately 1 Acre
Lots: 1

Existing Zoning:
Site: HC
North: HC
South: HC
East: HC
West: HC

Existing Land Uses:
Site: Commercial
North: Commercial
South: Commercial
East: Commercial
West: Commercial

Future Land Use Map:
Mixed Use Centers & Corridors

Attachments:
1. Subdivision and Zoning Ordinance requirements
2. Comprehensive Plan policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **approve** the final plat for CCW Express Broadway Subdivision to the Mayor and City Council.

Staff Comments: This plat includes a single lot with frontage onto Broadway and Utah Avenue. The plat also includes a small dedication of additional right-of-way for Utah Avenue to facilitate the extension of the right turn lane.

This plat is necessary to facilitate redevelopment of the property. Multiple existing access points to Broadway and Utah Avenue will be closed and proposed access moved away from the intersection in order to try and be in sync with the Access Management Plan.

Staff Recommendation: Staff has reviewed the final plat and finds it complies with the Subdivision Ordinance and is consistent with the development standards of the HC Zone. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	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 proposes access.	X
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.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	N/A
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:
11-3-5: PURPOSE OF COMMERCIAL ZONES
(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

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				

Comprehensive Plan Policies:

Challenges to Growth (p.56-58):
The cost of maintaining infrastructure, limited natural resources and overall capacity to provide all City services and utilities are immediate issues facing the Idaho Falls area. These all have related land use implications and various growth patterns have consequences. A city's growth policies can lead to sprawling boundaries with more maintenance and service needs than funds available to meet them, overcrowded areas with too little open space, or some balance between the two.

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

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



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

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.

Business(s):

2. PLAT 22-007: CCW Express Broadway Subdivision.

Applicant: Kaden Fuhrman, 2194 Snake River Parkway, Idaho Falls, Idaho. Fuhrman indicated this property is on the southeast corner of Broadway and Utah and has been vacant for years other than taco trucks. Fuhrman stated that the lot has never been platted, and they need to plat it prior to building and permitting. Fuhrman stated that they are dedicating more right of way along Utah to facilitate a turn lane onto Broadway.

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

Dixon commented on the amount of property being dedicated back to the City for the turn lane, and that is appreciated.

Dixon moved to recommend to the Mayor and City Council approval Final Plat for CCW Express Broadway Subdivision, Cantu seconded the motion. Denney called for roll call vote: Dixon, yes; Cantu, yes; Morrison, yes; Wimborne, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF CCW EXPRESS BROADWAY SUBDIVISION, LOCATED GENERALLY NORTH OF RIVERWALK DR, EAST OF HOUSTON CIR, SOUTH OF BROADWAY, WEST OF THE SNAKE RIVER

WHEREAS, the applicant filed an application for a final plat on March 1, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 19, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 28 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 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 approximately a one-acre parcel located generally north of Riverwalk Dr, east of Houston Cir, south of Broadway, west of the Snake River.
3. The property is zone HC.
4. The plat includes one lot.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan.
7. The Planning and Zoning Commission recommended approval of the final plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
CCW EXPRESS BROADWAY

This DEVELOPMENT AGREEMENT CCW EXPRESS BROADWAY ("AGREEMENT"), made this _____day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CCW Broadway, LLC, a limited liability company ("DEVELOPER"), whose mailing address is P.O. Box 52205, Idaho Falls, Idaho 83405.

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

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

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

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

CCW BROADWAY, LLC

By _____
Matthew Cardon, President

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

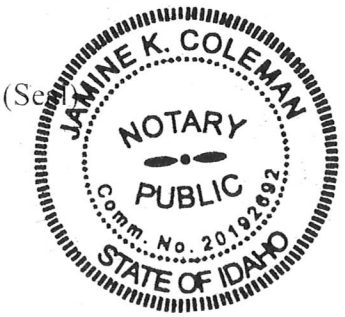
_____
Notary Public of Idaho
(Seal) Residing at: _____

My Commission Expires:_____

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 20th day of July, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Matthew Cardon, known or identified to me to be an authorized signator of CCW BROADWAY, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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



Jamine Coleman
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 12-18-2025

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

CCW EXPRESS BROADWAY

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING TRACT 2 AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 1702919, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 1409280; THENCE ALONG THE NORTH LINE OF SAID SECTION 24, SOUTH 89°52'52" EAST 1658.58 FEET; THENCE SOUTH 00°07'08" WEST 1020.12 FEET TO THE NORTHEAST CORNER AS SHOWN ON SAID RECORD OF SURVEY, INSTRUMENT NO. 1702919, AND BEING THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY LINE OF TRACT 2 OF SAID RECORD OF SURVEY THE FOLLOWING EIGHT (8) COURSES; (1) THENCE SOUTH 35°43'33" W 128.78 FEET; (2) THENCE SOUTH 35°50'16" WEST 102.46 FEET; (3) THENCE NORTH 49°35'12" WEST 250.87 FEET TO A POINT OF NON-TANGENCY OF A 1058.93 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH RADIUS THAT BEARS NORTH 56°20'33" WEST; (4) THENCE NORTHEASTERLY 28.25 FEET ALONG THE ARC OF SAID 1058.93 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°31'43" AND A LONG CHORD THAT BEARS NORTH 32°53'36" EAST 28.25 FEET; (5) THENCE NORTH 41°10'09" EAST 73.79 FEET; (6) THENCE NORTH 28°54'18" EAST 53.77 FEET; (7) THENCE NORTH 73°13'41" EAST 35.04 FEET; (8) THENCE SOUTH 61°11'35" EAST 231.37 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1.170 ACRES.

EXHIBIT "B"

SPECIAL CONDITIONS
CCW EXPRESS BROADWAY

S.C. 1.00 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. 2.00 Street Section Improvements for Utah Avenue. DEVELOPER shall be responsible for the design and construction of Utah Avenue through the limits of the Subdivision in accordance with CITY approved Improvement Drawings throughout the limits of this Subdivision. DEVELOPER shall be responsible for the construction costs per City Code 10-2-4 (D), CITY shall reimburse DEVELOPER for additional width and depth per City Code 10-2-4(D). DEVELOPER shall obtain a permit from the Idaho Transportation Department for any work in or adjacent to the Broadway right of way.

S.C. 3.00 Water Line Connection Fee. CITY agrees to allow DEVELOPER to connect to the water main subject to DEVELOPER 's payment of the water main connection fees in the amount of Ten Thousand One Hundred Eight-Four Dollars and Eighty Cents ($10,184.80; 232 feet currently at $43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S.C. 4.00 Sewer Main Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to DEVELOPER 's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Five Thousand Nine Hundred Sixty-Two Dollars and Forty Cents ($5,962.40; 232 feet; currently at $25.70 per foot). Mainline connection fee costs shall be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY's sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

S.C. 5.00 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

the 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.

Memorandum

File #: 21-584 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Thursday, July 21, 2022
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylorview Homes Division No. 1.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Taylorview Homes Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Taylorview Homes Division No. 1 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 Taylorview Homes Division No. 1 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 Taylorview Homes Division No. 1. The Planning and Zoning Commission considered this item at its August 4, 2020, meeting and recommended approval by a vote of 4-3.

The plat was due to expire, and the applicant asked for an extension. On June 21, 2022, the Planning and Zoning Commission moved to approve the Extension Request for Taylorview Homes Division No. 1, and it passed unanimously.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

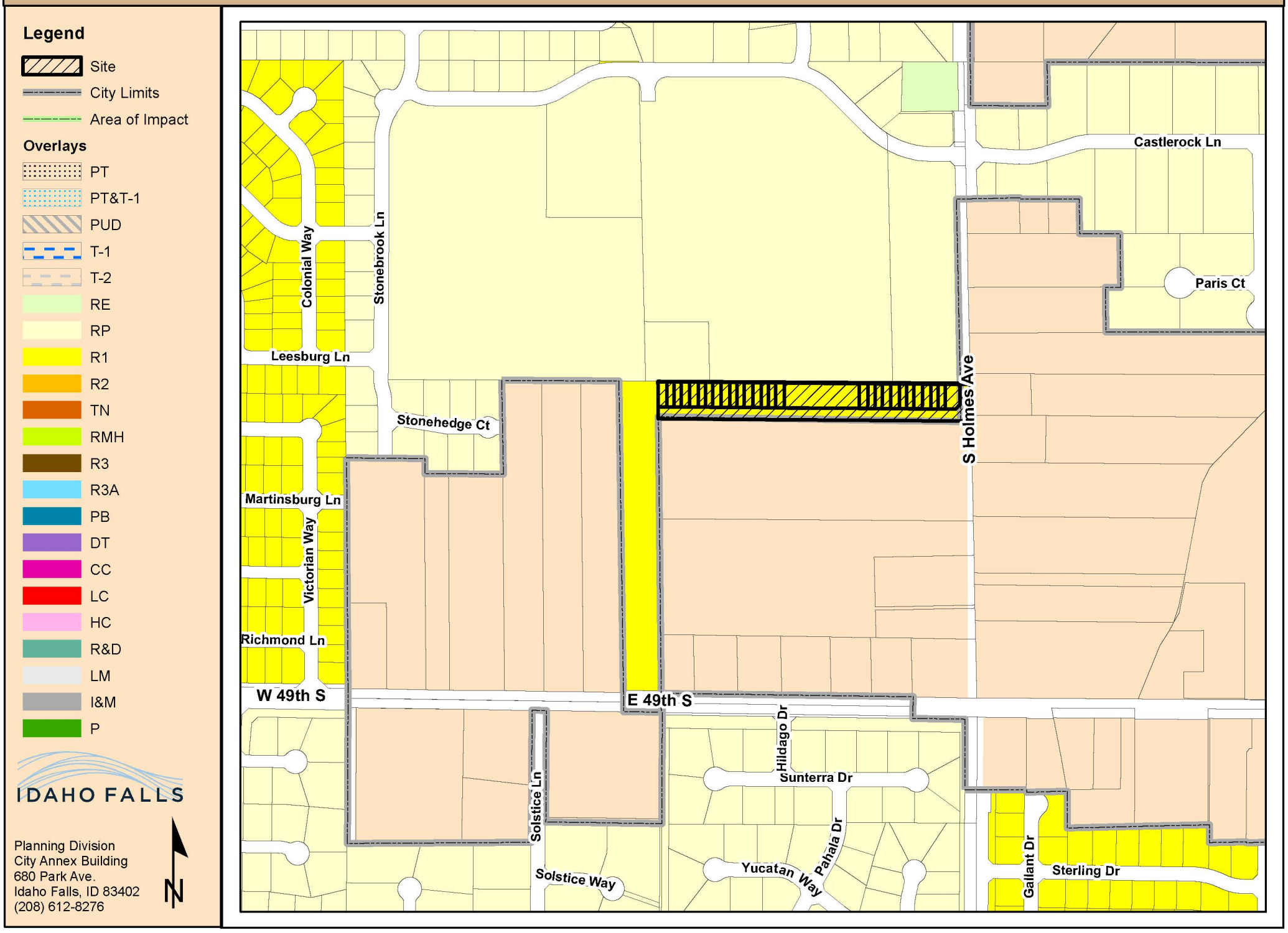
NA

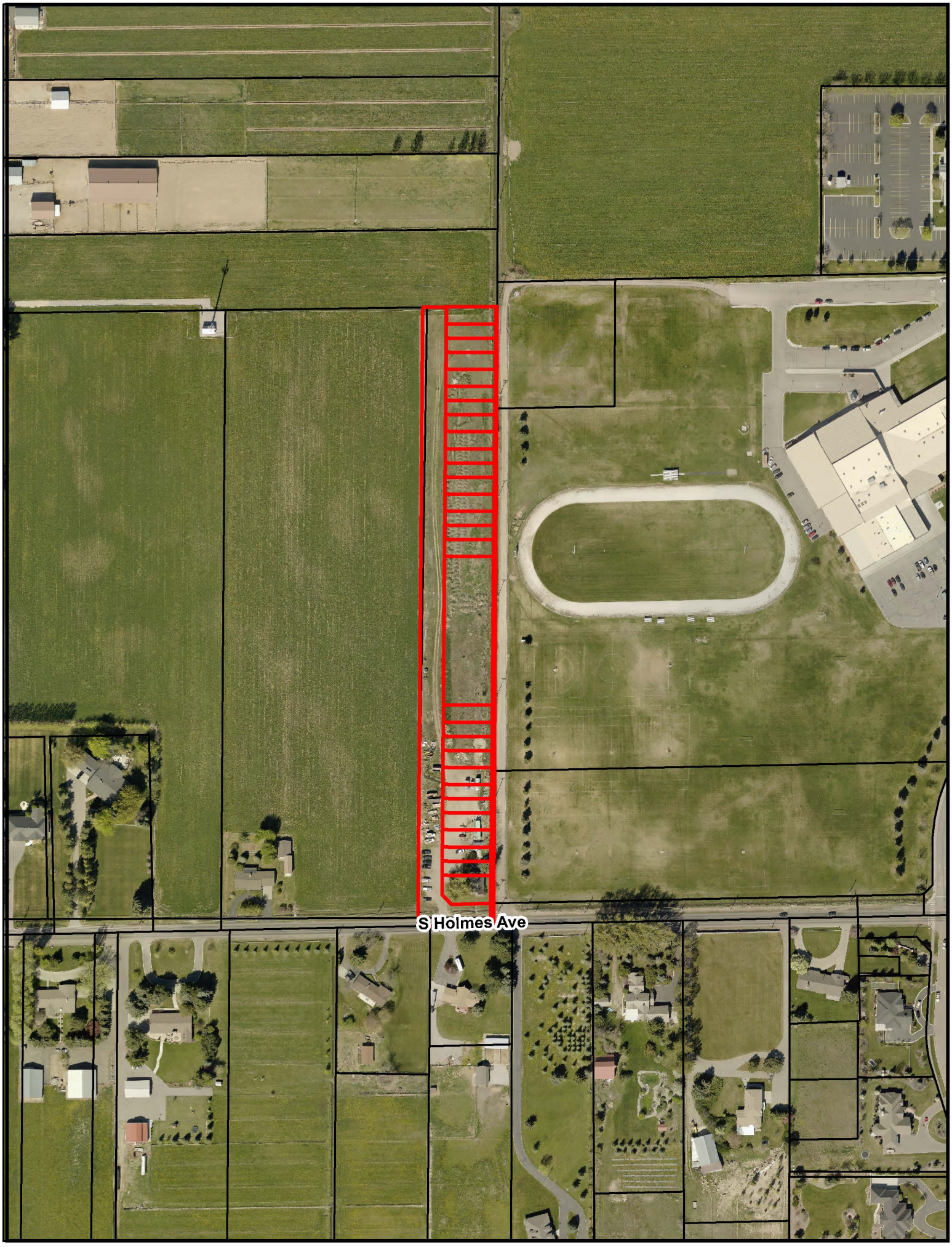
Legal Review

This application has been reviewed by the City Attorney pursuant to applicable law

Final Plat

PLAT20-025 ~ Taylorview Homes Div 1




S Holmes Ave

TAYLORVIEW HOMES

DIVISION NO. 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SE¼ OF SECTION 31, T2N R38E, B.M.

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. PLS 10563
- Found 1/2" Iron Rod with Cap marked L.S. 4563, replaced with a 5/8" X 24" Iron Rod and Aluminum Cap marked PLS 10563
- Calculated Corner - Nothing set
- 15' Public Utility Easement (P.U.E.) unless noted otherwise
- PR-C.A.E. - Private Cross Access Easement
- PU-S.W.E - Public Storm Water Easement
- Deed or Adjacent Lot line
- R1 = Record pursuant to Warranty Deed Instrument No. 1605017 and Record of survey Instrument No. 1081139
- PLSS Corner Contol

Brass Cap - PLS 973
CP&F - PLS 9369
Instrument No. 1624289

31 32

MATCH LINE

Lot 1, Block 17
Stonebrook, Division No. 6
Instrument No. 806751

UNPLATTED

No county issued Parcel Tax ID Number
Last known deed - Marcelle Walters (Campbell), Book 137 Page 553

15' PR-C.A.E. and P.U.E.

(R1 = S 89°29'23" E)
S 89°29'06" E 1308.19'

1352.31

15' P.U.E. 15' 314.36'

65.00' S 89°29'06" E 145.00' 21.99' 25.00' 57.37'

N 00°25'50" E 104.32'

N 00°25'50" E 89.22'

B L O C K 1

PU-S.W.E.
15 (Non-Buildable Lot)
32720 SF
0.751 Ac

Lot 15 is a Blanket PR-C.A.E.

S 00°25'50" W 89.01'

N 00°25'53" E 73.97'

N 00°25'53" E 73.94'

25' P.U.E.

21.99' 57.37'

65.00' 314.36' 145.00' 104.36'

15' P.U.E.

39.00'	30.00'	30.00'	30.00'	30.00'	39.00'	30.02'	30.00'	38.98'	30.00'	30.00'	39.00'	30.00'	48.14'	50.02'									
N 00°25'53" E 103.85'	N 00°25'53" E 103.80'	N 00°25'53" E 103.75'	N 00°25'53" E 103.71'	N 00°25'52" E 103.66'	N 00°25'52" E 103.62'	N 00°25'52" E 103.56'	N 00°25'51" E 103.52'	N 00°25'51" E 103.47'	N 00°25'52" E 103.42'	N 00°25'52" E 103.37'	N 00°25'51" E 103.33'	N 00°25'51" E 103.27'	N 00°25'51" E 103.23'	S 01°12'08" E 82.63'									
14 4049 SF 0.093 Ac	13 3113 SF 0.071 Ac	12 3112 SF 0.071 Ac	11 3111 SF 0.071 Ac	10 3109 SF 0.071 Ac	9 4040 SF 0.093 Ac	8 3108 SF 0.071 Ac	7 3104 SF 0.071 Ac	6 4033 SF 0.093 Ac	5 3102 SF 0.071 Ac	4 3101 SF 0.071 Ac	3 4029 SF 0.092 Ac	2 3097 SF 0.071 Ac	1 4908 SF 0.113 Ac	15' P.U.E. and PR-C.A.E.									
39.00'	30.00'	30.00'	30.00'	30.00'	39.00'	30.02'	30.00'	38.98'	30.00'	30.00'	39.00'	30.00'	30.50'										

15' P.U.E.

28.68' Δ 44°36'52"

133.14'

S 01°12'08" E 153.15'

Basis of Bearing - 2004 City of Idaho Falls Control (See Narrative)
(R1 = S 01°12'25" E)
(Total Dist. = 2704.46')

Holmes Avenue

Dedicated Public Right-of-Way
1.630 Acres

30'

N 89°34'09" W
1222.39'

ELIZA JOY LANE

20'

20.01'

N 89°34'09" W 1309.30'
(R1 = N 89°34'26" W)

24" Culverted Private Irrigation Ditch

True Point of Beginning

1199.00'

MATCH LINE

Lot 18, Block 3

Lot 2, Block 17
Stonebrook, Division No. 6
Instrument No. 806751

MATCH LINE

31 32
6 5

Aluminum Cap - PLS 13934
CP&F - PLS 13934
Instrument No. 1482057

15' PR-C.A.E. and P.U.E.

No county issued Parcel Tax ID Number
Last know deed - Marcelle Walters (Campbell), Book 137 Page 553

Galasad Addition
Lot 1, Block 1

34.67'	38.99'	30.01'	30.02'	38.98'	30.00'	30.00'	30.00'	30.00'	39.02'	38.98'	30.00'	30.00'	39.00'										
N 00°25'52" E 102.36'	N 00°25'42" E 104.55'	N 00°25'52" E 104.85'	N 00°25'51" E 104.81'	N 00°25'51" E 104.75'	N 00°25'51" E 104.71'	N 00°25'51" E 104.66'	N 00°25'51" E 104.62'	N 00°25'51" E 104.58'	N 00°25'51" E 104.52'	N 00°25'48" E 104.46'	N 00°25'50" E 104.42'	N 00°25'50" E 104.37'	N 00°25'50" E 104.32'										
29 3418 SF 0.078 Ac	28 4035 SF 0.093 Ac	27 3145 SF 0.072 Ac	26 3147 SF 0.072 Ac	25 4085 SF 0.094 Ac	24 3142 SF 0.072 Ac	23 3141 SF 0.072 Ac	22 3139 SF 0.072 Ac	21 3138 SF 0.072 Ac	20 4079 SF 0.094 Ac	19 4073 SF 0.094 Ac	18 3133 SF 0.072 Ac	17 3132 SF 0.072 Ac	16 4069 SF 0.093 Ac										
34.67'	38.99'	30.01'	30.02'	38.98'	30.00'	30.00'	30.00'	30.00'	39.02'	38.98'	30.00'	30.00'	39.00'										

101.49'

(R1 = N 00°46'39" W)
N 00°46'22" W 155.04'

15' P.U.E.

14.07' 30.02' 38.98' 30.00' 30.00' 30.00' 30.00' 39.02' 38.98' 30.00' 30.00' 39.00'

30.01'

Detail "A"

Detail "B"

23.54'

30'

20'

ELIZA JOY LANE

MATCH LINE

L4 C5 L3 L2 C4 C3

Detail "A" - No Scale

100' temporary turn around easement
Instrument No. _____

L5 C2 L1 C1

Detail "B" - No Scale

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	400.00'	23.47'	23.47'	S 87°53'17" E	3°21'44"
C2	400.00'	23.47'	23.47'	N 87°53'17" W	3°21'44"
C3	370.00'	15.93'	15.93'	N 88°20'09" W	2°28'01"
C4	370.00'	5.78'	5.78'	N 86°39'17" W	0°53'43"
C5	430.00'	25.23'	25.23'	N 87°53'17" W	3°21'44"

LINE	BEARING	DISTANCE
L1	N 86°12'25" W	36.71'
L2	N 86°12'25" W	33.28'
L3	N 86°12'25" W	3.43'
L4	N 89°34'09" W	3.89'
L5	N 89°34'09" W	3.26'

UNPLATTED

NORTH

0 40 80 160

Graphic Scale
(This Scale Valid only for 18" X 24" Prints)
Scale 1"=40'

PROFESSIONAL LAND SURVEYOR
REGISTERED
10503
STATE OF IDAHO
KEVIN L. THOMPSON

FOR REVIEW ONLY

TAYLORVIEW HOMES
DIVISION NO. 1 - FINAL PLAT

LOCATED IN THE SE 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 38 EAST, BONNEVILLE, IDAHO

Job Name:	Brett Falkenrath
Job Number:	2019-020
CoGo File:	N/A

Drawn By:	J.W.T
Checked By:	K.L.T
Date:	5/10/2022
Revision No.	
Scale:	1" = 40'
Sheet	1
Of	2

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

STAFF REPORT

Final Plat Taylorview Townhomes Division No. 1
M&B: Approx. 4.62 Acres, SE¼ of the SE ¼ of Section 31,
Township 2 North, Range 38 East
July 28, 2022

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering

Project Manager: Naysha Foster

Location: Generally located north of E 49th S, east of S 5th W, south of E Sunnyside Road, west of S Holmes Ave.

Size: 4.62 acres
Buildable Lots: 28
Common Lots: 1
Total Gross Density: 6 units per acre.

Existing Zoning:
Site: R1
North: RP
South: A1
East: R1
West: A1

Existing Land Uses:
Site: Vacant/ Agricultural
North: School
South: Agricultural
East: Res/Ag
West: Ag

Future Land Use Map:
Suburban

Attachments:
1. Maps and Aerial Photos
2. Plat

Requested Action: To **approve** the final plat for Taylorview Townhomes Division No.1.

History: It was recommended for approval by the Planning & Zoning Commission on August 4, 2020. An extension was approved by the Planning and Zoning Commission on June 21, 2022.

Staff Comments:
The final plat will be developed as a Planned Unit Development (PUD) and contains 29 total lots, 28 buildable lots and one common area. The access to the subdivision for the first phase will be from S Holmes Ave. and will end with a temporary turn around. S Homes is classified as a principle arterial.

The density in the R1 Zone is six units per net acre. The density in an R1 zone with a PUD is eight units per gross acre. The proposed density for this development is six units per gross acre.
The final plat is consistent with the policies of the Comprehensive Plan and meets the standards of both the Subdivision and Zoning Ordinances.

Nothing has changed since Planning and Zoning approved the Final Plat. It is also still in accordance with the preliminary plat.

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 with a PUD. Staff and the Planning and Zoning Commission recommends approval of the final plat for Taylorview Townhomes.

Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
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 a1terial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the a1terial 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 a11 improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	NA
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 R3, 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 a1terial 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 150ft 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 a1terial 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.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	All Local Streets

Zoning:
11-2-6: STANDARDS FOR ALLOWED LAND USES.

(7) A lot upon which a single-unit attached dwelling is located need not comply with the zone's minimum area and width requirements, provided such lot complies with the zone's location of buildings and the minimum side yard requirements of the zone's special provisions for single unit attached dwellings.

11-3-3: PURPOSE OF RESIDENTIAL ZONES

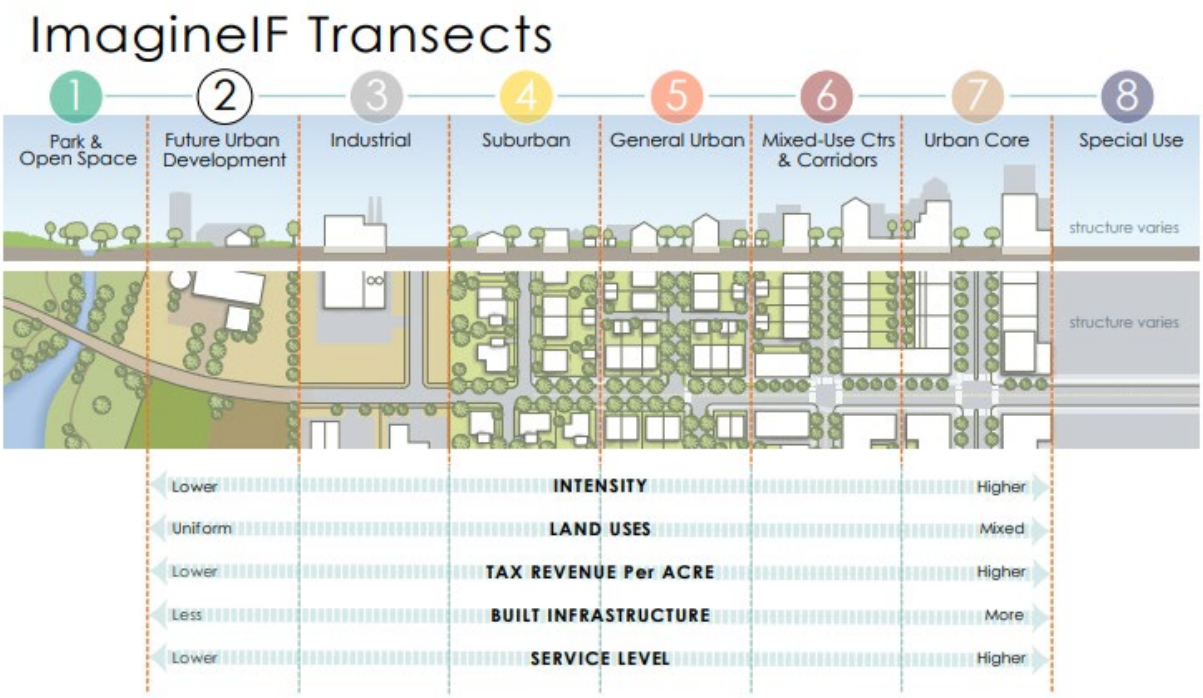
(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential 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: 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	5,000
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	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)





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

August 4, 2020 7:00 p.m. Planning Department

Civic Auditorium

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne, Joanne Denney, Lindsey Romankiw

MEMBERS ABSENT: Arnold Cantu

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:30 p.m. (late start due to technical difficulties).

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the July 7, 2020 Minutes with the requested typo corrections, Dixon seconded the motion and it passed unanimously.

Dixon moved to approve the July 21, 2020 Minutes, Morrison seconded the motion and it passed unanimously.

Business:

6. PLAT 20-025: FINAL PLAT. Taylorview Homes Division No. 1.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley stated that this is Division 1 that has been discussed for the last 3 hours. Jolley stated that Division 1 will be built out and everything that was mentioned in the PUD previously. Jolley stated that Division 1 will have all of the street improvements and the required turnaround to the west will be built as part of Division 1.

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

Dixon has the same feeling on this area and doesn't feel it meets the current zoning requirement.

Wimborne had no comment.

Morrison is in favor.

Hicks feels the same and is against the plat.

Romankiw had no comment.

Denney had no comment.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Taylorview Homes Division No. 1., Denney seconded the motion. Black called for roll call vote: Dixon, no; Wimborne, no; Morrison, yes; Hicks, no; Romankiw, yes; Denney, yes; Black, yes. The motion passed 4-3.

June 21, 2022 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Lindsey Romankiw, Kristi Brower, Arnold Cantu, Brent, Dixon, Glen Ogden (via Webex - late)

MEMBERS ABSENT: Joanne Denney, Margaret Wimborne, George Morrison

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

CALL TO ORDER: Lindsey Romankiw called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: Items 2 and 3 have been postponed until August 2, 2022 (Plat 22-019; PUD 22-001). Kirkham clarified that the applicant requested to have the item removed from the Agenda

MINUTES: Dixon moved accept the minutes of June 7, 2022 with the correction requested Cantu seconded the motion, and the motion passed unanimously.

Business:

6. PLAT 20-025: FINAL PLAT. Taylorview Homes Division No. 1 (Extension Request).

Applicant: No applicant as this is just an extension request.

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

Dixon moved to approve the Extension Request of the Final Plat for Taylorview Homes Division No.1., Brower seconded the motion, and it passed unanimously.

Charles & Marsha Keister Comments on Proposed Taylorview Homes Subdivision (Plat #20-013 and PUD #20-004)

Comments for August 4, 2020 Public Hearing for Plat #20-013 and PUD #20-004 :

Comments submitted by:

Charles & Marsha Keister, 275 E. 49th South, Idaho Falls, ID 83404
(To be presented by Joseph P. Sacco)

RE: Taylorview Homes – Div 1 – Including Galasad Addition – City of Idaho Falls, Idaho

Interest:

1. Galasad Addition is adjacent to the Keister Property from 49th South running north approximately 1320 feet to the border of the Manchester Estates subdivision.

2. The back yards of 17 of the planned 18 lots, and a dead end road, will border the entire east side of the Keister home, arena, and horse pastures.

Primary Concerns:

- Developer has noted on the existing plat that the existing irrigation ditch on the north side of the proposed development will be abandoned. Several families downstream from the proposed Taylorview Homes have water rights delivered from that ditch.
    - Under current Idaho Statute it is illegal to impede water to those with water rights. The ditch must be kept open with unencumbered access for all downstream users.
    - Reference State of Idaho Statute, Title 42 Irrigation and Drainage – Water Rights and Reclamation – Chapter 1 Appropriation of Water – General Provisions, and Chapter 12 – Maintenance and Repair of Ditches.
    - Copies of Chapter 1 and Chapter 12 (with highlights on pertinent sections) are included in July 23, 2020 e-mail comments submission to Idaho Falls Planning and Zoning Commission.
- Galasad Addition Lot 1 – Block 1 was annexed into the city as one lot for one family in keeping with like properties along 49th South.
    - Increasing the number of lots to 18 is extreme. Due to the orientation of the proposed lots along the Keister property, it disproportionately affects their property compared to others in the area.
    - Developers should maintain the June 2020 plat referencing 8 lots from north to south and 4 Townhomes along the north border of Galasad Addition (as noted in the July 7, 2020 Planning and Zoning Commission Staff Report).

Charles & Marsha Keister Comments on Proposed Taylorview Homes Subdivision (Plat #20-013 and PUD #20-004)

- Eighteen houses with exit access to 49th South will result in a negative impact to traffic on that road. 49th South does not currently support additional traffic from two, densely developed subdivisions. Traffic in the area has increased significantly with the continued additions of existing subdivisions in the area.

- Houses already in existence on 49th South have been developed on a minimum of one (1) acre lots. Proposal of 18 homes in Galasad subdivision is not in keeping with the local aesthetic requirements.

- The proposed addition of townhomes is not in keeping with already established homes.

- The developers of Taylorview Homes (and Manchester Estates) have proposed surface roads that dead end at the Keister property line.

    - These developers have no right or easement for a road across bisecting the Keister property.

    - Recommend that the developers reroute and connect the surface roads through their proposed subdivisions.

- The Keister property is currently zoned for agricultural use. Due to the animals that are present on the property, it is strongly encouraged that the developers of Taylorview Homes (and Manchester Estates) include privacy fencing for the boundaries of the lots lining the Keister property (entire west side of Galasad Addition and the south side of Manchester Estates).

- The Keister property has been a horse property for 35 years and will continue for many more. There will be dust, manure, flys, and noise.

Phone discussion with Planning and Zoning Staff Clarified the following:

1. Current noted type/style of housing proposed for the 71 X 100 ft Galasad Addition 18 lots will be single level attached housing which straddles lot boundary lines.

2. The Galasad Addition storm drainage will be located adjacent to 49th South. (The storm drainage is not identified on the Galasad Addition Plat. It is unknown how current lot boundaries will be affected).

3. New subdivisions are to allocate 25% of the development as green space. Several choices exist to meet the requirements. Currently Galasad Addition green space appears to be incorporated in the back yards of the 18 lots. (It was not discussed if that meets the 25% requirement and beautification recommendations of the Beautification Commission – City Code Title 2 Chapter 12).

TITLE 42
IRRIGATION AND DRAINAGE -- WATER RIGHTS AND RECLAMATION

CHAPTER 1
APPROPRIATION OF WATER -- GENERAL PROVISIONS

42-101. NATURE OF PROPERTY IN WATER. Water being essential to the industrial prosperity of the state, and all agricultural development throughout the greater portion of the state depending upon its just apportionment to, and economical use by, those making a beneficial application of the same, its control shall be in the state, which, in providing for its use, shall equally guard all the various interests involved. All the waters of the state, when flowing in their natural channels, including the waters of all natural springs and lakes within the boundaries of the state are declared to be the property of the state, whose duty it shall be to supervise their appropriation and allotment to those diverting the same therefrom for any beneficial purpose, and the right to the use of any of the waters of the state for useful or beneficial purposes is recognized and confirmed; and the right to the use of any of the public waters which have heretofore been or may hereafter be allotted or beneficially applied, shall not be considered as being a property right in itself, but such right shall become the complement of, or one of the appurtenances of, the land or other thing to which, through necessity, said water is being applied; and the right to continue the use of any such water shall never be denied or prevented from any other cause than the failure on the part of the user thereof to pay the ordinary charges or assessments which may be made to cover the expenses for the delivery of such water.

[(42-101) 1900, p. 191, sec. 9b; reen. R.C. & C.L., sec. 3240; C.S., sec. 5556; I.C.A., sec. 41-101.]

42-102. MEASUREMENT OF WATER. A cubic foot of water per second of time shall be the legal standard for the measurement of water in this state, and it shall be the duty of the department of water resources to devise a simple, uniform system for the measurement and distribution of water.

[(42-102) 1899, p. 380, secs. 1, 21; reen. R.C. & C.L., sec. 3241; C.S., sec. 5557; I.C.A., sec. 41-102.]

42-103. RIGHT ACQUIRED BY APPROPRIATION. The right to the use of the unappropriated waters of rivers, streams, lakes, springs, and of subterranean waters or other sources within this state shall hereafter be acquired only by appropriation under the application, permit and license procedure as provided for in this title, unless hereinafter in this title excepted.

[(42-103) R.S., sec. 3155; 1899, p. 380, sec. 2; reen. R.C. & C.L., sec. 3242; C.S., sec. 5558; I.C.A., sec. 41-103; am. 1971, ch. 177, sec. 1, p. 843.]

42-104. APPROPRIATION MUST BE FOR BENEFICIAL PURPOSE. The appropriation must be for some useful or beneficial purpose, and when the appropriator or his successor in interest ceases to use it for such purpose, the right ceases.

[(42-104) R.S., sec. 3156; 1899, p. 380, sec. 3; reen. R.C. & C.L., sec. 3243; C.S., sec. 5559; I.C.A., sec. 41-104.]

42-105. USE OF NATURAL WATERWAYS -- MEASUREMENT OF COMMINGLED WATER -- APPROVAL OF RIGHT TO EXCHANGE WATER. (1) The water that a person is entitled to divert by reason of a valid water right may be turned into the channel of a natural waterway and mingled with its water, and then reclaimed, but in reclaiming the water so mingled, the amount of water to which prior appropriators may be entitled shall not be diminished, and due allowance shall be made for loss by evaporation and seepage. The use of natural waterways to commingle and reclaim water shall be subject at all times to the supervision and control of the director of the department of water resources and shall be subject to the regulation of the watermaster within an established water district. The amounts of water turned into or diverted from all natural waterways are subject to the requirement of measurement and reporting.

(2) The water that a person is entitled to divert by reason of a valid water right, or water that a person is seeking to appropriate, may be exchanged for water under another water right, or for other water from the same or another source, as hereinafter provided:

(a) If the applicant intends to exchange water the applicant is entitled to divert under an existing valid water right for any other water, approval of the exchange shall be obtained by filing an application under the provisions of section 42-240, Idaho Code;

(b) If the applicant proposes to exchange water that the applicant is seeking to appropriate, approval of the exchange shall be obtained by filing an application to appropriate water under section 42-202, Idaho Code. The proposed exchange shall be described in the application and the application shall be processed in accordance with the provisions of section 42-203A, Idaho Code. If the application seeks to exchange the water to be appropriated with water available under another water right, the application shall be accompanied by an agreement to exchange signed by the owner of the existing water right. An exchange with water under an existing water right cannot result in an enlargement in use of the existing right.

(3) An exchange of water hereafter made without the approval of the department of water resources as provided in this section shall be invalid. Nothing in this section shall affect the right a person may have or may obtain to turn water into a ditch or other artificial conveyance and reclaim the water.

[(42-105) R.S., sec. 3158; reen. R.C., sec. 3244; am. 1911, ch. 149, sec. 1, p. 454; C.L., sec. 3244; C.S., sec. 5560; I.C.A., sec. 41-105; am. 1969, ch. 300, sec. 1, p. 900; am. 1998, ch. 424, sec. 1, p. 1339.]

42-106. PRIORITY. As between appropriators, the first in time is first in right.

[(42-106) R.S., sec. 3159; 1899, p. 380, sec. 4; reen. R.C. & C.L., sec. 3245; C.S., sec. 5561; I.C.A., sec. 41-106.]

42-107. PRIORITY -- WASTE, SEEPAGE, AND SPRING WATERS. All ditches now constructed or which may hereafter be constructed for the purpose of utilizing seepage, waste or spring water of the state, shall be governed by the same

laws relating to priority of right as those ditches, canals and conduits constructed for the purpose of utilizing the waters of running streams.

[(42-107) 1899, p. 380, sec. 23; reen. R.C. & C.L., sec. 3246; C.S., sec. 5562; I.C.A., sec. 41-107.]

42-108. CHANGE IN POINT OF DIVERSION, PLACE OF USE, PERIOD OF USE, OR NATURE OF USE -- APPLICATION OF ACT. The person entitled to the use of water or owning any land to which water has been made appurtenant either by a decree of the court or under the provisions of the constitution and statutes of this state, may change the point of diversion, period of use, or nature of use, and/or may voluntarily abandon the use of such water in whole or in part on the land which is receiving the benefit of the same and transfer the same to other lands, if the water rights of others are not injured by such change in point of diversion, place of use, period of use, or nature of use, provided; if the right to the use of such water, or the use of the diversion works or irrigation system is represented by shares of stock in a corporation or if such works or system is owned and/or managed by an irrigation district, no change in the point of diversion, place of use, period of use, or nature of use of such water shall be made or allowed without the consent of such corporation or irrigation district. Any permanent or temporary change in period or nature of use in or out-of-state for a quantity greater than fifty (50) cfs or for a storage volume greater than five thousand (5,000) acre-feet shall require the approval of the legislature, except that any temporary change within the state of Idaho for a period of less than three (3) years may be approved by the director without legislative approval.

Any person desiring to make such change of point of diversion, place of use, period of use, or nature of use of water shall make application for change with the department of water resources under the provisions of section 42-222, Idaho Code. After the effective date of this act, no person shall be authorized to change the period of use or nature of use, point of diversion or place of use of water unless he has first applied for and received approval of the department of water resources under the provisions of section 42-222, Idaho Code.

[(42-108) R.S., sec. 3157; 1899, p. 380, sec. 11; reen. R.C. & C.L., sec. 3247; C.S., sec. 5563; I.C.A., sec. 41-108; am. 1943, ch. 53, sec. 1, p. 101; am. 1947, ch. 80, sec. 1, p. 130; am. 1969, ch. 303, sec. 1, p. 905; am. 1981, ch. 147, sec. 1, p. 253; am. 1986, ch. 313, sec. 1, p. 764.]

42-108A. LEASING OF WATER FOR HYDROELECTRIC GENERATION -- EXCEPTION TO REQUIREMENT OF APPLICATION TO CHANGE NATURE OF USE. Any person having the right to the beneficial use of a water right may lease the water to a private or public utility doing business in the state of Idaho for hydroelectric generation purposes within the state of Idaho for a period not to exceed one (1) year on application to the department of water resources indicating the name of the owner of the right, the lessor, the lessee, the amount of water leased, the duration of the lease, and the proposed place of use and point of diversion. Such a lease or leases shall not constitute a change in the nature of use of such water nor shall the same constitute an abandonment or forfeiture or any other diminution of such water right.

[42-108A, added 1981, ch. 267, sec. 1, p. 566.]

42-108B. LEASING OF WATER UNDER ESTABLISHED RIGHTS -- NOTICE -- APPEAL. Any person, entitled to the use of water whether represented by a license issued by the department of water resources, or by decree of the court, who shall desire to lease the water pursuant to section 42-108A, Idaho Code, shall make application to the department of water resources. Such application shall be upon forms furnished by the department and shall describe the right licensed, claimed or decreed which is to be leased. Upon receipt of said application, an application filing fee of thirty dollars ($30.00) and a publication fee of fifty dollars ($50.00), it shall be the duty of the director of the department of water resources to examine same and if otherwise proper, to cause notice of the proposed leasing of water and setting forth the hearing date at which protests will be heard, to be published once a week for two (2) consecutive weeks in a newspaper published and of general circulation within the county where the water is diverted, if there is such a paper, otherwise in a newspaper of general circulation within the county. Such notice shall advise that anyone who desires to protest the proposed leasing of water and who has a superior right to use the water and who may suffer pecuniary loss shall file notice of protest with the department within five (5) days of the last date of publication. The hearing date set by the director of the department of water resources shall be held not sooner than ten (10) nor later than fifteen (15) days after the last date of publication. Upon receipt of any protest, it shall be the duty of the director of the department of water resources to investigate the same and to conduct a hearing thereon. He shall also advise the watermaster of the district in which such water is used of the proposed lease.

The director of the department of water resources shall examine all of the evidence and available information and, provided no other water rights senior or junior to the water to be leased are injured thereby, may reject and refuse approval for, or may partially approve for less quantity of water, or may approve upon conditions any proposed lease of water where the proposed use is such that it will reduce the quantity of water available under other existing water rights, the water supply involved is insufficient for the purpose for which it is sought, the lease would cause the use of water to be enlarged beyond that authorized under the water right to be leased, the lease would be contrary to any local rental pool procedure as authorized under section 42-1765, Idaho Code, the lease will conflict with the local public interest as defined in section 42-202B, Idaho Code, or the lease will adversely affect the local economy of the watershed or local area within which the source of water for the proposed use originates, in the case where the place of use is outside of the watershed or local area where the source of water originates. A copy of the approved application for leasing of water shall be returned to the applicant, and he shall be authorized upon receipt thereof to lease the water pursuant to section 42-108A, Idaho Code. In the event the director of the department of water resources determines that a proposed change shall not be approved as provided in this section, he shall deny same and forward a notice of such action to the applicant by certified mail, which decision shall be subject to review pursuant to section 42-1701A, Idaho Code.

All fees received by the department of water resources under the provisions of this section shall be submitted to the state treasurer for deposit in the water administration fund.

[42-108B, added 1981, ch. 267, sec. 2, p. 567; am. 2011, ch. 243, sec. 1, p. 655.]

42-109. CHANGE IN COURSE OF DITCH -- WHEN PROHIBITED. Whenever any ditch or canal has been constructed for the purpose of conveying water and selling the same for irrigating purposes, it is unlawful for the owner or owners of said ditch or canal to change the line of said ditch or canal so as to prevent or interfere with the use of water from said ditch or canal, by any one who, prior to the proposed change, had used water for irrigating purposes from said ditch or canal.

[(42-109) R.S., part of sec. 3189; reen. R.C. & C.L., sec. 3248; C.S., sec. 5564; I.C.A., sec. 41-109.]

42-110. RIGHT TO DIVERT WATER. The proprietors of any ditch, canal or conduit, or other works for the diversion and carriage of water, whose right relative to the quantity of water they shall be entitled to divert by means of such works shall have been established by any valid claim, permit, license or decree of court, shall be entitled to such quantity measured at the point of diversion, subject, however, to all prior rights. Water diverted from its source pursuant to a water right is the property of the appropriator while it is lawfully diverted, captured, conveyed, used, or otherwise physically controlled by the appropriator.

[(42-110) 1899, p. 380, sec. 32; reen. R.C. & C.L., sec. 3249; C.S., sec. 5565; I.C.A., sec. 41-110; am. 2004, ch. 191, sec. 1, p. 601.]

42-111. DOMESTIC PURPOSES DEFINED. (1) For purposes of sections 42-221, 42-227, 42-230, 42-235, 42-237a, 42-242, 42-243 and 42-1401A, Idaho Code, the phrase "domestic purposes" or "domestic uses" means:

(a) The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to one-half (1/2) acre of land, if the total use is not in excess of thirteen thousand (13,000) gallons per day, or

(b) Any other uses, if the total use does not exceed a diversion rate of four one-hundredths (0.04) cubic feet per second and a diversion volume of twenty-five hundred (2,500) gallons per day.

(2) For purposes of the sections listed in subsection (1) of this section, domestic purposes or domestic uses shall not include water for multiple ownership subdivisions, mobile home parks, or commercial or business establishments, unless the use meets the diversion rate and volume limitations set forth in subsection (1)(b) of this section.

(3) Multiple water rights for domestic uses or domestic purposes, as defined in this section, shall not be established or exercised in a manner to satisfy a single combined water use or purpose that would not itself come within the definition of a domestic use or purpose under this section. The purpose of this limitation is to prohibit the diversion and use of water, under a combination of domestic purposes or domestic uses as defined in this section, to provide a supply of water for a use that does not meet the exemption of section 42-227, Idaho Code, and is required to comply with the mandatory application and permit process for developing a right to the use of water pursuant to chapter 2, title 42, Idaho Code.

[(42-111) 1899, p. 380, part of sec. 12; reen. R.C. & C.L., sec. 3250; C.S., sec. 5566; I.C.A., sec. 41-111; am. 1990, ch. 319, sec. 1, p. 870; am. 1995, ch. 233, sec. 1, p. 790.]

42-112. COMPLETION DEFINED. By completion is meant conducting the waters to the place of intended use.

[(42-112) R.S., sec. 3162; 1899, p. 380, sec. 7; reen. R.C. & C.L., sec. 3251; C.S., sec. 5567; I.C.A., sec. 41-112.]

42-113. IN-STREAM AND OTHER WATER USE FOR LIVESTOCK. (1) A permit may be issued, but shall not be required for appropriation of water for the in-stream watering of livestock. In the consideration of applications for permits to appropriate water for other purposes, the director of the department of water resources shall impose such reasonable conditions as are necessary to protect prior downstream water rights for in-stream livestock use, and in the administration of the water rights on any stream, the director, and the district court where applicable, shall recognize and protect water rights for in-stream livestock use, according to priority, as they do water rights for other purposes. As used in this section, the phrase "in-stream watering of livestock" means the drinking of water by livestock directly from a natural stream, without the use of any constructed physical diversion works.

(2) For rights to the use of water for in-stream or out-of-stream livestock purposes, associated with grazing on federally owned or managed land, established under the diversion and application to beneficial use method of appropriation:

(a) The priority date shall be the first date that water historically was used for livestock watering associated with grazing on the land, subject to the provisions of section 42-222(2), Idaho Code; and

(b) The water right shall be an appurtenance to the base property. When a federal grazing permit is transferred or otherwise conveyed to a new owner, the associated stockwater rights may also be conveyed and, upon approval of an application for transfer, shall become appurtenant to the new owner's base property.

(3) This subsection is established to promote the watering of livestock away from streams and riparian areas, but not to require fencing of livestock away from streams and riparian areas.

(a) Any person having an established water right or appropriating water for in-stream watering of livestock pursuant to subsection (1) of this section may, in addition to the in-stream use, divert the water for livestock use away from the stream or riparian area. The diversion may occur only if the following conditions are met:

(i) The water is diverted from a surface water source to a trough or tank through an enclosed water delivery system;

(ii) The water delivery system is equipped with an automatic shut-off or flow control mechanism or includes a means for returning unused water to the surface water source through an enclosed delivery system, and the system is designed and constructed to allow the rate of diversion to be measured;

(iii) The diversion is from a surface water source to which the livestock would otherwise have access and the watering tank or trough is located on land from which the livestock would have access to the surface water source from which the diversion is made;

(iv) The diversion of water out of the stream in this manner does not injure other water rights;

(v) The use of the water diverted is for watering livestock; and

(vi) The bed and banks of the source shall not be altered as that term is defined in section 42-3802, Idaho Code, except that an inlet conduit may be placed into the source in a manner that does not require excavation or obstruction of the stream channel, unless additional work is approved by the director of the department of water resources.

(b) The amount of water diverted for watering of livestock in accordance with this subsection shall not exceed thirteen thousand (13,000) gallons per day per diversion.

(c) Before construction and use of a water diversion and delivery system as provided in this subsection, the person or other entity proposing to construct and use the system shall give notice to the director of the department of water resources. Separate notice for each diversion shall be provided on a form approved by the director and shall be accompanied by a twenty-five dollar ($25.00) fee for each notice filed. Filing of the notice as herein provided shall serve as a substitute for filing a notice of claim to a water right pursuant to section 42-243, Idaho Code. The director may provide notice to holders of water rights and others as the director deems appropriate.

(d) Compliance with the provisions of this subsection is a substitute for the requirements for transfer proceedings in section 42-222, Idaho Code. In the administration of water diverted for livestock watering pursuant to this subsection, the director, and the district court where applicable, shall recognize and protect water rights for out-of-stream livestock watering use pursuant to this subsection as they would in-stream livestock watering use. The priority date for out-of-stream watering of livestock pursuant to this subsection shall be the first date that water historically was used for livestock watering and shall not be altered due to the diversion out-of-stream.

(e) Any water right holder who determines that diversion or use of water under the provisions of this subsection is depriving the water right holder of water to which the water right holder is entitled may petition the director of the department of water resources to curtail the diversion or use of water for livestock purposes. Upon such petition, the director shall cause an investigation to be made and may hold hearings or gather information in other ways. If the director finds that an interference is occurring, the director may order curtailment of diversion or use of the water or may require the water diversion and delivery system to be modified to prevent injury to other water rights. Any person feeling aggrieved by an order of the director in response to a petition filed as herein provided shall be entitled to review as provided in section 42-1701A, Idaho Code.

(4) No change in use of any water right used for watering of livestock, whether proposed under this section or section 42-222, Idaho Code, shall be made or allowed without the consent of the permittee in the federal grazing allotment, if any, in which the water right is used for the watering of livestock.

[42-113, added 1984, ch. 124, sec. 1, p. 299; am. 1998, ch. 344, sec. 1, p. 1095; am. 2000, ch. 255, sec. 1, p. 722; am. 2018, ch. 146, sec. 1, p. 303.]

42-114. STOCK WATERING PERMIT. Any permit issued for the watering of domestic livestock shall be issued to the person or association of persons

making application therefor and the watering of domestic livestock by the person or association of persons to whom the permit was issued shall be deemed a beneficial use of the water.

As used in this section, the "watering of domestic livestock" means the drinking of water by domestic livestock from a natural stream, ground water source or other source.

[42-114, added 1986, ch. 199, sec. 1, p. 498.]

42-115. STORAGE. To ensure that new or proposed projects to store more than one thousand (1,000) acre feet of surface water do not interfere with the storage of water in existing on-stream storage reservoirs operated for storage and flood control purposes, the director of the department of water resources shall subordinate permits and licenses for projects to store more than one thousand (1,000) acre feet of surface water issued after the effective date of this section to the capture and retention of water in existing on-stream storage reservoirs during and following flood control operations until the date of allocation.

[42-115, added 2019, ch. 16, sec. 1, p. 18.]

TITLE 42
IRRIGATION AND DRAINAGE -- WATER RIGHTS AND RECLAMATION

CHAPTER 12
MAINTENANCE AND REPAIR OF DITCHES

42-1201. DITCHES TO BE KEPT FULL. Every person, company or corporation owning or controlling any ditch, canal or conduit for the purpose of irrigation shall, during the time from April first to the first day of November of each year, keep a flow of water therein sufficient to the requirements of such persons as are properly entitled to the use of water therefrom: provided, however, that when the public streams or other natural water sources from which the water is obtained is [are] too low and inadequate for that purpose, or when the board of directors or governing body of an organization or entity furnishing water deem it in the best interests of that organization or entity to adjust the dates of availability and provide for termination of irrigation water, then such ditch, canal or conduit shall be kept with as full a flow of water therein as may be practicable, subject, however, to the rights of priority from the streams or other natural sources as provided by law.

[(42-1201) 1899, p. 380, sec. 15; reen. R.C. & C.L., sec. 3306; C.S., sec. 5654; I.C.A., sec. 41-1101; am. 1989, ch. 236, sec. 1, p. 573.]

42-1202. MAINTENANCE OF DITCH. The owners or persons in control of any ditch, canal or conduit used for irrigating purposes shall maintain the same in good order and repair, ready to deliver water by the first of April in each year, and shall construct the necessary outlets in the banks of the ditches, canals or conduits for a proper delivery of water to persons having rights to the use of the water.

[(42-1202) 1899, p. 380, sec. 16; reen. R.C. & C.L., sec. 3307; C.S., sec. 5655; I.C.A., sec. 41-1102.]

42-1203. MAINTENANCE OF EMBANKMENTS. The owner, owners, and operators of any irrigating ditch, canal or conduit shall carefully keep and maintain the embankments thereof in good repair, in order to prevent the water from wasting during the irrigation season, and shall not at any time permit a greater quantity of water to be turned into said ditch, canal or conduit than the banks thereof will easily contain or than can be used for beneficial or useful purposes; it being the meaning of this section to prevent the wasting and useless discharge and running away of water. The duties referenced in this section, whether statutory or common law, require reasonable care only, and shall not be construed to impose strict liability or to otherwise enlarge the liability of the owner, owners, or operators of any irrigating ditch, canal or conduit. The owners, constructors, or operators of such ditches, canals, works or other aqueducts, while responsible for their own acts or omissions, shall not be liable for damage or injury caused by: (1) The diversion or discharge of water into a ditch, canal or conduit by a third party without the permission of the owner, owners, or operators of the ditch, canal or conduit; (2) Any other act or omission of a third party, other than an employee or agent of the owner, owners, or operators of the ditch, canal or conduit; or (3) An act of God, including fire, earthquake, storm or similar natural phenomenon. The provisions of this section shall not be construed to

impair any defense that an owner, constructor, or operator of a ditch, canal, works or other aqueduct may assert in a civil action.

[(42-1203) 1899, p. 380, sec. 22; reen. R.C. & C.L., sec. 3308; C.S., sec. 5656; I.C.A., sec. 41-1103; am. 2012, ch. 274, sec. 1, p. 772; am. 2019, ch. 158, sec. 2, p. 512.]

42-1204. PREVENTION OF DAMAGE TO OTHERS. The owners, constructors, or operators of ditches, canals, works or other aqueducts, and their successors in interest, using and employing the same to convey the waters of any stream or spring, whether the said ditches, canals, works or aqueducts be upon the lands owned or claimed by them, or upon other lands, must carefully keep and maintain the same, and the embankments, flumes or other conduits, by which such waters are or may be conducted, in good repair and condition, so as not to damage or in any way injure the property or premises of others. The duties referenced in this section, whether statutory or common law, require reasonable care only and shall not be construed to impose strict liability or to otherwise enlarge the liability of the owner, owners, or operators of any irrigating ditch, canal, works or other aqueduct. The owners, constructors, or operators of such ditches, canals, works or other aqueducts, while responsible for their own acts or omissions, shall not be liable for damage or injury caused by: (1) The diversion or discharge of water into a ditch, canal, works or other aqueduct by a third party without the permission of the owner, owners, or operators of the ditch, canal, works or other aqueduct; (2) Any other act or omission of a third party, other than an employee or agent of the owner, owners, or operators of the ditch, canal, works or other aqueduct; or (3) An act of God, including fire, earthquake, storm or similar natural phenomenon. The provisions of this section shall not be construed to impair any defense that an owner, constructor, or operator of a ditch, canal, works or other aqueduct may assert in a civil action. The owners, constructors, or operators have the right to enter the land across which the right-of-way extends, for the purposes of cleaning, maintaining and repairing the ditch, canal or conduit, and to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used or is reasonably adapted to that work. The right-of-way also includes the right to remove from and to deposit on the banks of the ditch or canal the debris, vegetation, and other matter necessarily required to be taken from the ditch, canal, or from the right-of-way to properly clean and maintain them, but no greater width of land along the banks of the canal or ditch than is absolutely necessary for such deposits shall be occupied by the removed debris, vegetation, or other matter. The right-of-way also includes the right to remove or control vegetation within the ditch or canal or along the banks of the ditch or canal to properly access, clean, and maintain them, but the owner or operator of the ditch, canal, or conduit is not obligated to maintain or control the right-of-way or vegetation for the benefit of the owners or claimants of lands of others.

[(42-1204) 1881, p. 271; R.S., sec. 3186; reen. R.C. & C.L., sec. 3309; C.S., sec. 5657; I.C.A., sec. 41-1104; am. 1996, ch. 187, sec. 2, p. 595; am. 2012, ch. 274, sec. 2, p. 773; am. 2019, ch. 158, sec. 3, p. 512; am. 2019, ch. 183, sec. 2, p. 591.]

42-1205. BRIDGES OVER DITCHES. All owners of any ditch, canal or conduit, or any other means for conveying water, shall build substantial bridges not less than sixteen (16) feet wide, and with boards not less than two (2) inches in thickness (unless the same shall be on a county or state road, when such boards shall not be less than three (3) inches thick), at all places where any county or state road crosses the same, or any road kept open and used by any neighborhood of people for their benefit and convenience. In case of neglect or refusal of such owners to build such bridges as above required, after a notice of ten (10) days being given by the said board of county commissioners of the proper county, said board shall proceed to the construction of the same, and shall collect the cost thereof together with the costs of suit: provided, that after any bridge shall have been constructed across any ditch, canal or conduit on any county or state road in accordance with the provisions of this section, it shall thereafter be maintained at the public expense.

[(42-1205) 1899, p. 380, sec. 25; reen. R.C., sec. 3310; compiled and reen. C.L., sec. 3310; C.S., sec. 5658; I.C.A., sec. 41-1105.]

42-1206. REPAIR OF COMMUNITY DITCHES. Where a ditch is common property, or there is a common right to the use of the water of a ditch without payment therefor, and any labor or materials are necessary for the repair or cleaning of the ditch, or any gate or flume thereon or thereunto belonging, the watermaster of the district may make a fair pro rata assessment of labor or materials against the inhabitants of the district claiming the use of such water, according to the benefits received by each; and if any person so assessed neglects or refuses, for the period of three (3) days after notice so to do from the watermaster or his deputy, to furnish his just proportion of the necessary labor or materials, according to such assessment, he must pay his pro rata in cash, to be recovered, with costs, in an action by the watermaster in his own name.

[(42-1206) 1881, p. 275; R.S., sec. 3203; reen. R.C. & C.L., sec. 3311; C.S., sec. 5659; I.C.A., sec. 41-1106.]

42-1207. CHANGE OF DITCH, CANAL, LATERAL, DRAIN OR BURIED IRRIGATION CONDUIT. Where any ditch, canal, lateral or drain or buried irrigation conduit has heretofore been, or may hereafter be, constructed across or beneath the lands of another, the person or persons owning or controlling said land shall have the right at their own expense to change said ditch, canal, lateral or drain or buried irrigation conduit to any other part of said land, but such change must be made in such a manner as not to impede the flow of the water therein, or to otherwise injure any person or persons using or interested in such ditch, canal, lateral or drain or buried irrigation conduit. Any increased operation and maintenance shall be the responsibility of the landowner who makes the change, his heirs, executors, administrators, successors and assigns.

A landowner shall also have the right to bury the ditch, canal, lateral or drain of another in pipe on the landowner's property, provided that the pipe, installation and backfill reasonably meet standard specifications for such materials and construction, as set forth in the Idaho standards for public works construction or other standards recognized by the city or county in which the burying is to be done. The right and responsibility for operation and maintenance shall remain with the owner of the ditch, canal, lateral or

drain, but the landowner, his heirs, executors, administrators, successors and assigns shall be responsible for any increased operation and maintenance costs, including rehabilitation and replacement, unless otherwise agreed in writing with the owner.

The written permission of the owner or operator of a ditch, canal, lateral, drain or buried irrigation conduit must first be obtained before it is changed or placed in buried pipe by the landowner.

While the owner or operator of a ditch, canal, lateral, drain or buried irrigation conduit shall have no right to relocate it on the property of another without permission, a ditch, canal, lateral or drain owner or operator shall have the right to place it in a buried conduit within the easement or right-of-way on the property of another in accordance with standard specifications for pipe, materials, installation and backfill, as set forth in the Idaho standards for public works construction or other standards recognized by the city or county in which the burying is to be done, and as long as the pipe and the construction is accomplished in a manner that the surface of the owner's property and the owner's use thereof is not disrupted and is restored to the condition of adjacent property as expeditiously as possible, but no longer than thirty (30) days after the completion of construction. A landowner shall have the right to direct that the conduit be relocated to a different route than the route of the ditch, canal, lateral or drain, provided that the landowner, his heirs, executors, administrators, successors and assigns shall be responsible for any increased construction or future maintenance costs necessitated by said relocation. Maintenance of the buried conduit shall be the responsibility of the conduit owner or operator.

[(42-1207) 1907, p. 237, sec. 4; reen. R.C. & C.L., sec. 3311a; C.S., sec. 5660; I.C.A., sec. 41-1107; am. 1994, ch. 151, sec. 1, p. 345; am. 2002, ch. 115, sec. 4, p. 329; am. 2005, ch. 331, sec. 1, p. 1038; am. 2011, ch. 177, sec. 1, p. 504; am. 2019, ch. 158, sec. 4, p. 513.]

42-1208. EASEMENTS OR RIGHTS-OF-WAY NOT SUBJECT TO ADVERSE POSSESSION. Easements or rights-of-way of irrigation districts, Carey act operating companies, nonprofit irrigation entities, lateral ditch associations, and drainage districts are not subject to adverse possession, and no person shall prevent free access of authorized personnel on easements or rights-of-way or construct any obstruction on easements or rights-of-way in an effort to adversely possess said easement or right-of-way.

[42-1208, added 1981, ch. 344, sec. 1, p. 714; am. 2004, ch. 179, sec. 2, p. 563.]

42-1209. ENCROACHMENTS ON EASEMENTS AND RIGHTS-OF-WAY. Easements or rights-of-way operated, maintained, controlled or owned by irrigation districts, Carey act operating companies, nonprofit irrigation entities, lateral ditch associations, and drainage districts are essential for the operations of such irrigation and drainage entities. Accordingly, no person or entity shall cause or permit any encroachments onto the easements or rights-of-way, including any public or private roads, utilities, fences, gates, pipelines, structures, landscaping, trees, vegetation, or other construction or placement of objects, without the written permission of the irrigation district, Carey act operating company, nonprofit irrigation entity, lateral ditch association, or drainage district owning, operating,

maintaining, or controlling the easement or right-of-way, in order to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the easement or right-of-way. Encroachments of any kind placed in such easement or right-of-way, without such express written permission, shall be removed at the expense of the person or entity causing or permitting such encroachments, upon the request of the persons operating, maintaining, or controlling the easement or right-of-way or the owner of the easement or right-of-way, in the event that any such encroachments unreasonably or materially interfere with the use and enjoyment of the easement or right-of-way. Nothing in this section shall in any way affect the exercise of the right of eminent domain for the public purposes set forth in section 7-701, Idaho Code.

[42-1209, added 2004, ch. 179, sec. 3, p. 563; am. 2019, ch. 158, sec. 5, p. 514; am. 2019, ch. 183, sec. 3, p. 592.]

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR TAYLORVIEW HOMES GENERALLY LOCATED NORTH OF E 49TH S, EAST OF S 5TH W, SOUTH OF E SUNNYSIDE ROAD AND WEST OF S HOLMES AVE.

WHEREAS, the applicant filed an application for a final plat on June 23, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 4, 2020, the Planning and Zoning Commission approved an extension for the final plat on June 21, 2022; and

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

I. RELEVANT CRITERIAAND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision and Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 4.628-acre parcel located generally north of 49th S, east of S 5th W, south of E Sunnyside Road, and west of S Holmes Ave.
3. The Comprehensive Plan designates this area as Low Density Residential, and the final plat complies with the policies of the plan.
4. The property is currently zoned R1. The final plat will be developed with a PUD.
5. The final plat complies with the standards set forth within the Subdivision Ordinance and the Zoning Ordinance with a PUD of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the Planning and Zoning Commission of the City of Idaho Falls approves the Final Plat for Taylorview Homes.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IDAHO FALLS THIS DAY OF JULY 2022

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
TAYLORVIEW HOMES DIVISION NO. 1

This DEVELOPMENT AGREEMENT TAYLORVIEW HOMES DIVISION NO. 1 ("AGREEMENT"), made this _____day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and TAYLORVIEW HOMES, LLC, a limited liability company ("DEVELOPER"), whose mailing address is 3584 S. Holmes Avenue, Idaho Falls, Idaho 83404.

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

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

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

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

TAYLORVIEW HOMES, LLC

By _____
Brett Falkenrath, Managing Member

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

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

My Commission Expires:_____

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 19 day of July, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Brett Falkenrath, known or identified to me to be an authorized signator of TAYLORVIEW HOMES, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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

BARRY W. BAME Exp. 07/31/2023 NOTARY PUBLIC Comm. No. 20170193 STATE OF IDAHO

_____
Notary Public of Idaho
(Seal) Residing at: Bingham County
My Commission Expires: 7/31/2023

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

TAYLORVIEW HOMES DIVISION NO. 1

Part of the SE1/4 of the SE1/4 of Section 31, Township 2 North, Range 38 East, of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

Beginning at the Southeast Corner of said Section 31, said point being Monumented with a Brass Cap, Recorded as Instrument No. 1482057 in the Bonneville County Clerk's Office;

Thence N01°12'08"W (Rec. = N01°12'25"W) along the East line of said Section 31 a Distance of 1199.00 feet to the True Point of Beginning.

Thence N89°34'09"W (Rec. = N89°34'26"W) a Distance of 1309.30 feet to the West line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼);

Thence N00°46'22"W (Rec. = N00°46'39"W) a Distance of 155.04 feet to the Northwest corner of said Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 31;

Thence S89°29'06"E (Rec. = S89°29'23"E) a Distance of 1308.19 feet to the Northeast Corner of said Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 31;

Thence S01°12'08"E (Rec. = S01°12'25"E) a Distance of 153.15 feet to the True Point of Beginning, Containing 4.628 Acres More or Less.

EXHIBIT "B"

SPECIAL CONDITIONS
TAYLORVIEW HOMES DIVISION NO. 1

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. Shall be in accordance with the Bonneville Metropolitan Planning Organization 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 Street Section Improvements for 5th East. DEVELOPER shall design and construct 5th East improvements from the North point of curvature of the access road Eliza Joy Lane through the North property line of the Subdivision (86 ft.) in accordance with CITY Approved Improvement Drawings. DEVELOPER shall be reimbursed for this work and is subject to paragraph 11 of this AGREEMENT. Reimbursement schedule is also subject to CITY's ability to collect impact fees and final acceptance of 5th East.

S.C. 5.00 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 Fourteen Thousand Eight Hundred Thirty-Six Dollars and Fifty Cents ($14,836.50) (4710 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. 6.00 Water Line Connection in 5th East. CITY agrees to allow DEVELOPER to connect to the water main located in 5th East, subject to DEVELOPER 's payment of the water main connection fees in the amount of Six Thousand Seven Hundred Sixteen Dollars and Seventy Cents ($6,716.70; 153 feet currently at $43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S.C. 7.00 5th East Sewer Main Fee. DEVELOPER shall be responsible for the sanitary sewer mainline costs associated with the future mainline in 5th East for the frontage of this Subdivision

(153 Feet). DEVELOPER shall pay the costs in lieu of construction for these improvements. Costs for said improvements were completed in accordance with the Idaho Falls Public Improvement Cost Estimate in the amount of Three Thousand Seven Hundred Forty-Eight Dollars and Fifty Cents ($3,932.10).

S.C. 8.00 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 the 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 legal and financial responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 9.00 Landscape Buffer. DEVELOPER agrees to provide a minimum of a twenty foot (20') in depth landscape buffer West of and adjacent to 5th East. Landscape buffer will include berm, trees and opaque fence. Maintenance of the landscape buffer shall be the legal and financial responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 10.00 Offsite Sanitary Sewer Mainline Extension. This Subdivision requires the design and construction of sanitary sewer mainlines on the adjacent property to the West of proposed Subdivision running South to 49th South. The required sanitary sewer main outside of this Subdivision is approximately 1,765 Feet to 49th South and East on 49th South to the intersection of 49th South and Hildalgo Road. This sewer mainline shall be constructed by DEVELOPER and accepted by CITY prior to issuance of building permits for this Subdivision. DEVELOPER shall provide for the public utility easement over the line as required by CITY.

S.C. 11.00 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 a sanitary sewer main constructed by DEVELOPER, 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 hereof.

Memorandum

File #: 21-586 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Thursday, July 21, 2022
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Aspen Point Townhomes.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Aspen Point Townhomes and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Aspen Point 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 Aspen Point 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 Aspen Point Townhomes. The Planning and Zoning Commission considered this item at its February 16, 2021, meeting and unanimously voted to recommend approval as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

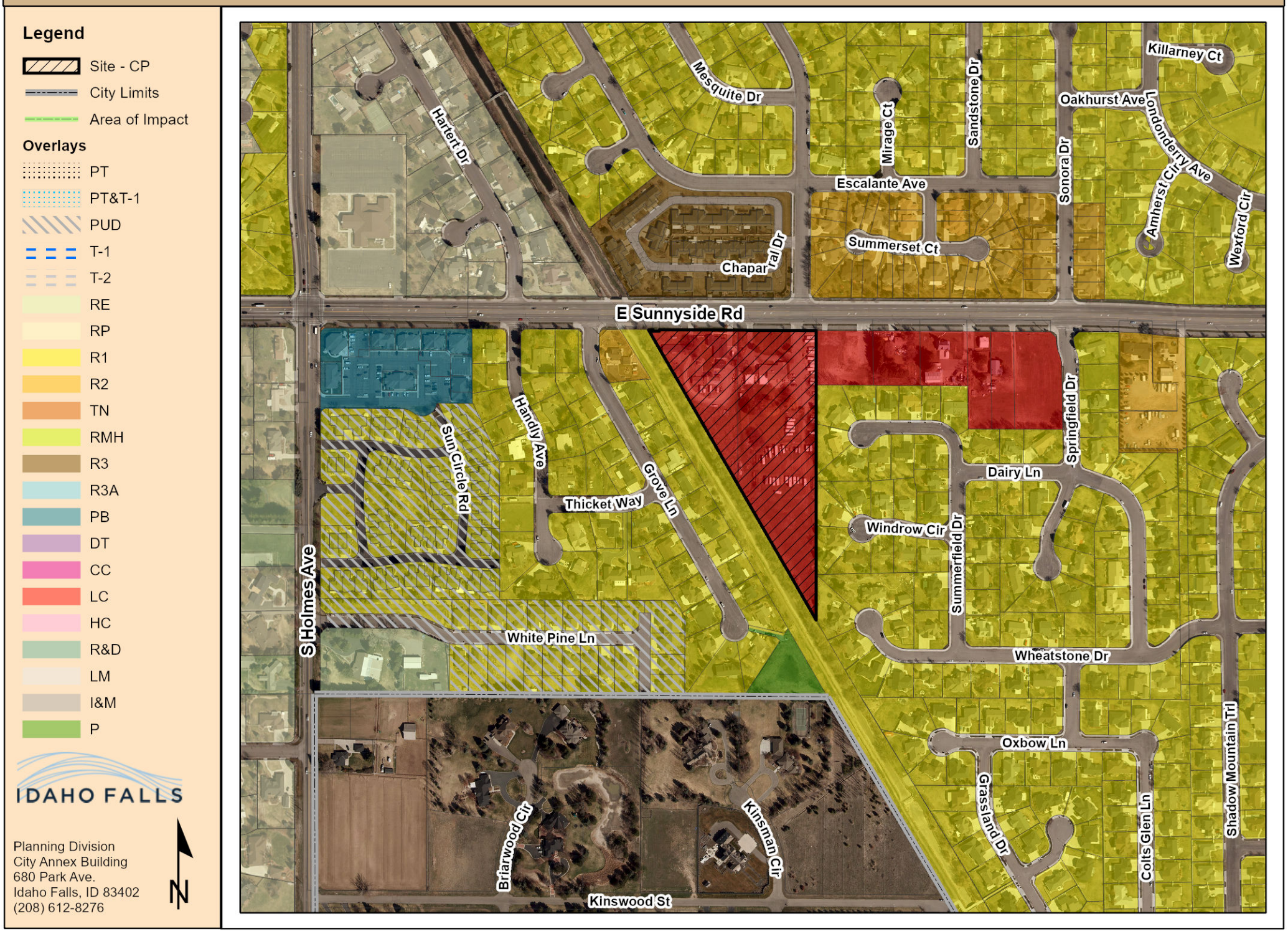
NA

Legal Review

This application has been reviewed by the City Attorney pursuant to applicable law

FINAL PLAT

PLAT20-047 Final Plat 810 Lofts



E 25th St
E 25th St
E 25th St
Parkview Ln
S Higbee Ave
Surrey Ln
Fieldstream Ln
Higbee Cir
S Boulevard
Greentree Ln
Redbarn Ln
Homestead Ln
Ranch Dr
Ranch Cir
Lariat Ln
Lariat Cir
Springwood Ln
Desert Dr
Ridgecrest Dr
Pescadero Pl
Cedar Ridge Dr
Mesquite Dr
Sandstone Dr
Sonora Dr
Harlert Dr
Escalante Ave
Chaparral Dr
County Cork Ln
Waterford Ln
Monaghan Ct
Tipperary Ct
Arklow Ct
Tipperary Ln
Londonderry Ave
Old Castle Ln
St Charles Ave
Disney Dr
St Clair Rd
Richards Ave
S Woodruff Ave
Delmar Cir
E Sunnyside Rd
Stone Run Ln
Rustic Ln
Handly Ave
Grove Ln
Dairy Ln
Windrow Cir
Shady Gln
Chimney Peak
Summit Run Trl
Creek Side Dr
Elk Creek Dr
Fox Ct
Charleston Ln
Brookside Dr
Harvest Cir
Cobblestone Ln
Woodhaven Ln
Hampton Ln
Arden Dr
Stonebrook Ln
Haven Ln
E Woodhaven Ln
Cranbrook Ln
Canterbury Way
Coventry Ct
S Holmes Ave
White Pine Ln
Wheatstone Dr
Oxbow Ln
Briarwood Cir
Kinswood St
Kinsman Ln
Colts Glen Ln
Shadow Mountain Trl
Grassland Dr
Otter Trl
Brookview Dr
Cabin Cv
Castlerock Ln
Ronda Ave
Colonial Way
Atherton Way
Hemsworth Way
Winthorpe St
S 15th E

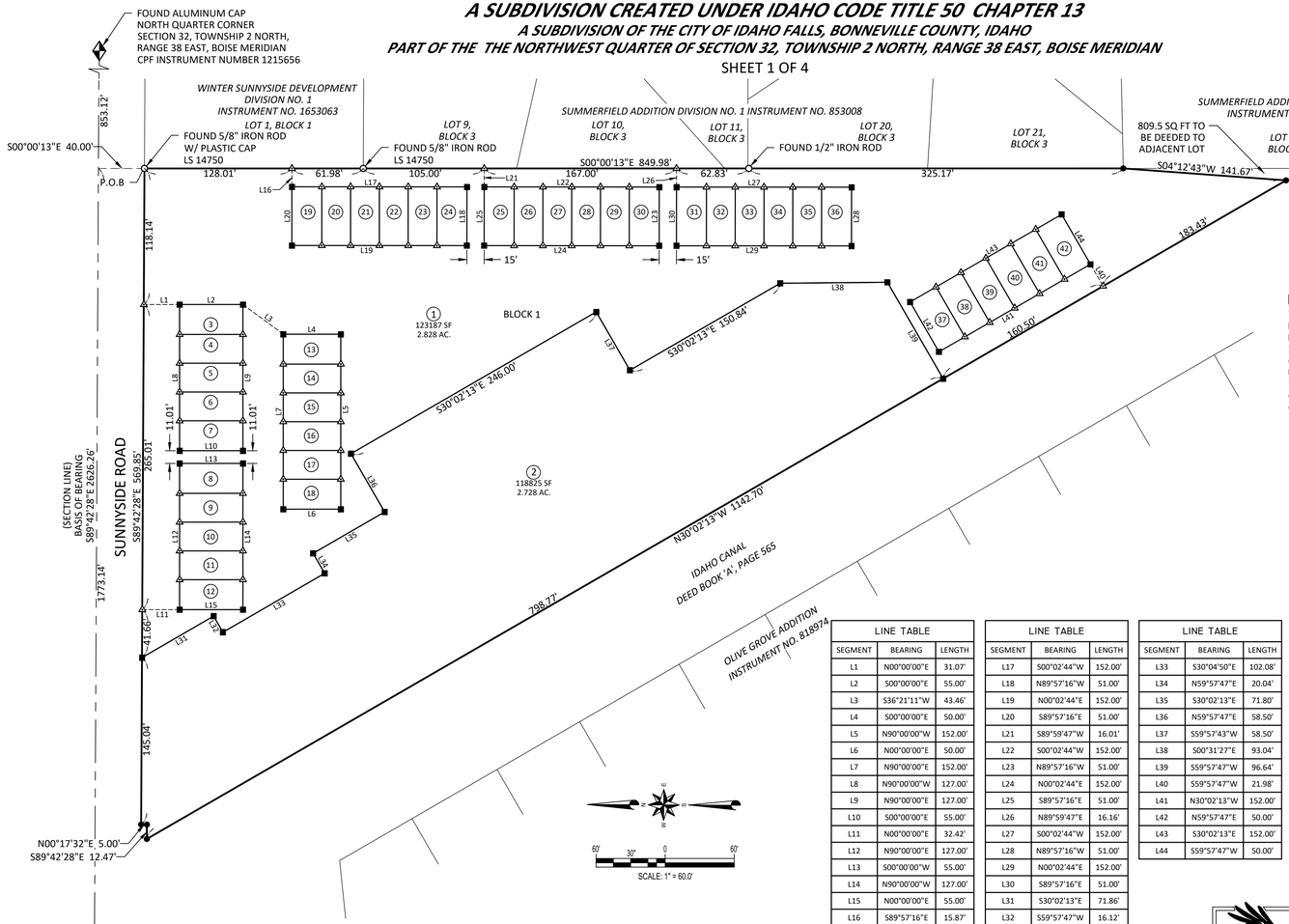
ASPEN POINT TOWNHOMES

A SUBDIVISION CREATED UNDER IDAHO CODE TITLE 50 CHAPTER 13

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

PART OF THE THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

SHEET 1 OF 4



NOTES:

1. EASEMENT LINES NOT SHOWN FOR CLARITY (SEE SHEET 2).
2. ALL BUILDINGS ALIGN WITH PROPERTY LINE TIE WITH THE EXCEPTION OF UNITS 13 -18.
3. SEE SHEET 3 FOR BUILDING FOOTPRINT MEASUREMENTS & LOT BEARING & DISTANCES.
4. LOT 1, BLOCK 1 IS GRANTED TO LOTS 2-42,, BLOCK 1 AS A BLANKET COMMONS, AS DEFINED IN THE OWNERS DEDICATION.

BASIS OF BEARING

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

LEGEND

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
TYP.	TYPICAL
	SECTION LINE
	LOT LINE
	EXISTING LOT LINE
	PLAT BOUNDARY
	TIE LINE
	SET 5/8" IRON ROD WITH PLASTIC CAP MARKED P.L.S. 9369
	SET 1/2" IRON ROD WITH PLASTIC CAP MARKED P.L.S. 9369
	FOUND IRON ROD AS NOTED
	CALCULATED POINT
(#)	LOT NUMBER

LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	N00°00'00"E	31.07'
L2	S00°00'00"E	55.00'
L3	S36°21'11"W	43.46'
L4	S00°00'00"E	50.00'
L5	N90°00'00"W	152.00'
L6	N00°00'00"E	50.00'
L7	N90°00'00"E	152.00'
L8	N90°00'00"W	127.00'
L9	N90°00'00"E	127.00'
L10	S00°00'00"E	55.00'
L11	N00°00'00"E	32.42'
L12	N90°00'00"E	127.00'
L13	S00°00'00"W	55.00'
L14	N90°00'00"W	127.00'
L15	N00°00'00"E	55.00'
L16	S89°57'16"E	15.87'

LINE TABLE		
SEGMENT	BEARING	LENGTH
L17	S00°02'44"W	152.00'
L18	N89°57'16"W	51.00'
L19	N00°02'44"E	152.00'
L20	S89°57'16"E	51.00'
L21	S89°59'47"W	16.01'
L22	S00°02'44"W	152.00'
L23	N89°57'16"W	51.00'
L24	N00°02'44"E	152.00'
L25	S89°57'16"E	51.00'
L26	N89°59'47"E	16.16'
L27	S00°02'44"W	152.00'
L28	N89°57'16"W	51.00'
L29	N00°02'44"E	152.00'
L30	S89°57'16"E	51.00'
L31	S30°02'13"E	71.86'
L32	S59°57'47"W	16.12'

LINE TABLE		
SEGMENT	BEARING	LENGTH
L33	S30°04'50"E	102.08'
L34	N59°57'47"E	20.04'
L35	S30°02'13"E	71.80'
L36	N59°57'47"E	58.50'
L37	S59°57'43"W	58.50'
L38	S00°31'27"E	93.04'
L39	S59°57'47"W	96.64'
L40	S59°57'47"W	21.98'
L41	N30°02'13"W	152.00'
L42	N59°57'47"E	50.00'
L43	S30°02'13"E	152.00'
L44	S59°57'47"W	50.00'

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS S.89°42'28"E. ALONG THE SECTION LINE 1773.14 FEET AND S.00°00'13"E. 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF WINTER SUNNYSIDE DEVELOPMENT, DIVISION NUMBER 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE S.00°00'13"E. ALONG THE WEST LINE OF SAID WINTER SUNNYSIDE DEVELOPMENT, DIVISION NUMBER 1, THE WEST LINE OF SUMMERFIELD ADDITION, DIVISION NUMBER 1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO AND THE WEST LINE OF SUMMERFIELD ADDITION, DIVISION NUMBER 2, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO A DISTANCE OF 849.98 FEET TO THE NORTHWEST CORNER OF LOT 31, BLOCK 3 OF SAID SUMMERFIELD ADDITION, DIVISION NUMBER 2; THENCE S.04°12'43"W. ALONG AN EXISTING FENCE 141.67 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE IDAHO CANAL; THENCE N.30°02'13"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1142.70 FEET TO THE SOUTH LINE OF QUITCLAIM DEED INSTRUMENT NUMBER 1275048; THENCE ALONG THE SOUTH AND EAST BOUNDARY LINE OF SAID QUITCLAIM DEED INSTRUMENT NUMBER 1275048 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°42'28"E. 12.47 FEET; (2) THENCE N.00°17'32"E. 5.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNYSIDE ROAD; THENCE S.89°42'28"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE 569.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EXISTING EASEMENTS OF RECORD.

CONTAINING 6.759 ACRES

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2065 REXBURG (208) 359-2065

OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402
343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	ADAM SNARR
DRAWN BY:	RUSSELL JORDAN
APPROVED BY:	KURT ROLAND
PROJECT NO.	21147
DATE:	June 22
CAD NAME:	X_21147 ASPEN POINT TOWNHOME PLAT.DWG

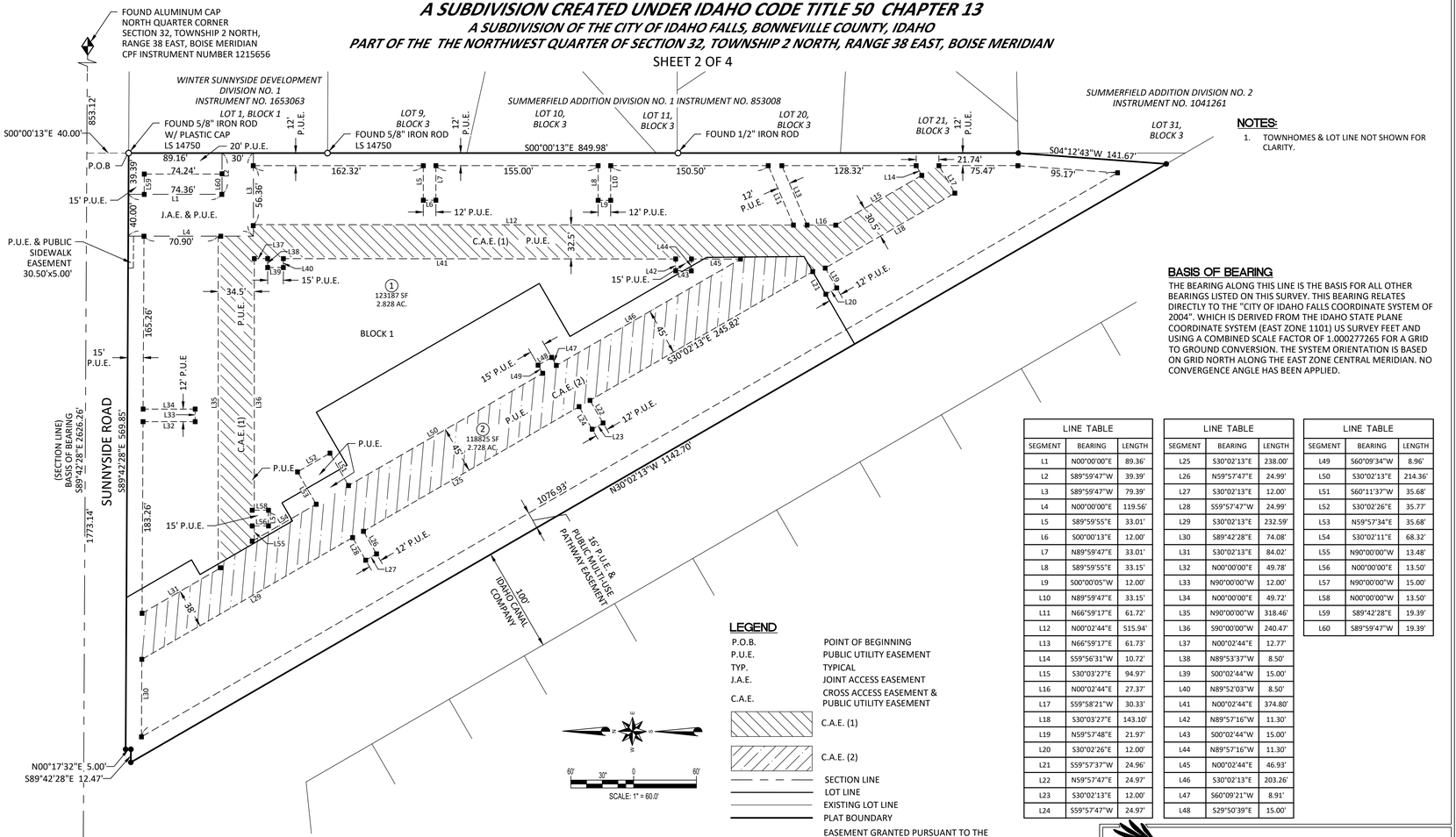
ASPEN POINT TOWNHOMES

A SUBDIVISION CREATED UNDER IDAHO CODE TITLE 50 CHAPTER 13

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

PART OF THE THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

SHEET 2 OF 4



NOTES:

1. TOWNHOMES & LOT LINE NOT SHOWN FOR CLARITY.

BASIS OF BEARING

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LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	N00°00'00"E	89.36'
L2	S89°59'47"W	39.39'
L3	S89°59'47"W	79.39'
L4	N00°00'00"E	119.56'
L5	S89°59'55"E	33.01'
L6	S00°00'13"E	12.00'
L7	N89°59'47"E	33.01'
L8	S89°59'55"E	33.15'
L9	S00°00'05"W	12.00'
L10	N89°59'47"E	33.15'
L11	N66°59'17"E	61.72'
L12	N00°02'44"E	515.94'
L13	N66°59'17"E	61.73'
L14	S59°56'31"W	10.72'
L15	S30°03'27"E	94.97'
L16	N00°02'44"E	27.37'
L17	S59°58'21"W	30.33'
L18	S30°03'27"E	143.10'
L19	N59°57'48"E	21.97'
L20	S30°02'26"E	12.00'
L21	S59°57'37"W	24.96'
L22	N59°57'47"E	24.97'
L23	S30°02'13"E	12.00'
L24	S59°57'47"W	24.97'

LINE TABLE		
SEGMENT	BEARING	LENGTH
L25	S30°02'13"E	238.00'
L26	N59°57'47"E	24.99'
L27	S30°02'13"E	12.00'
L28	S59°57'47"W	24.99'
L29	S30°02'13"E	232.59'
L30	S89°42'28"E	74.08'
L31	S30°02'13"E	84.02'
L32	N00°00'00"E	49.78'
L33	N90°00'00"W	12.00'
L34	N00°00'00"E	49.72'
L35	N90°00'00"W	318.46'
L36	S90°00'00"W	240.47'
L37	N00°02'44"E	12.77'
L38	N89°53'37"W	8.50'
L39	S00°02'44"W	15.00'
L40	N89°52'03"W	8.50'
L41	N00°02'44"E	374.80'
L42	N89°57'16"W	11.30'
L43	S00°02'44"W	15.00'
L44	N89°57'16"W	11.30'
L45	N00°02'44"E	46.93'
L46	S30°02'13"E	203.26'
L47	S60°09'21"W	8.91'
L48	S29°50'39"E	15.00'

LINE TABLE		
SEGMENT	BEARING	LENGTH
L49	S60°09'34"W	8.96'
L50	S30°02'13"E	214.36'
L51	S60°11'37"W	35.68'
L52	S30°02'26"E	35.77'
L53	N59°57'34"E	35.68'
L54	S30°02'11"E	68.32'
L55	N90°00'00"W	13.48'
L56	N00°00'00"E	13.50'
L57	N90°00'00"W	15.00'
L58	N00°00'00"W	13.50'
L59	S89°42'28"E	19.39'
L60	S89°59'47"W	19.39'

LEGEND

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
TYP.	TYPICAL
J.A.E.	JOINT ACCESS EASEMENT
C.A.E.	CROSS ACCESS EASEMENT & PUBLIC UTILITY EASEMENT
	C.A.E. (1)
	C.A.E. (2)
	SECTION LINE
	LOT LINE
	EXISTING LOT LINE
	PLAT BOUNDARY
	EASEMENT GRANTED PURSUANT TO THE EXECUTION OF THIS INSTRUMENT
	JOINT ACCESS EASEMENT & P.U.E.
	TIE LINE
	SET 5/8" IRON ROD WITH PLASTIC CAP MARKED P.L.S. 9369
	SET 1/2" IRON ROD WITH PLASTIC CAP MARKED P.L.S. 9369
	FOUND IRON ROD AS NOTED
	CALCULATED POINT
(#)	LOT NUMBER

PROFESSIONAL LAND SURVEYOR REGISTERED 9369 STATE OF IDAHO KURTIS J. ROLAND

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
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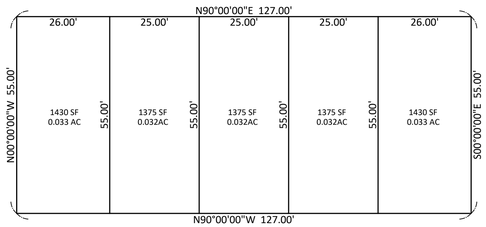
OFFICES AT:		
1331 Fremont Ave. Idaho Falls, Idaho 83402	SURVEYED BY:	ADAM SNARR
	DRAWN BY:	RUSSELL JORDAN
	APPROVED BY:	KURT ROLAND
343 E 4th N, Suite 119 Rexburg, Idaho 83440	PROJECT NO.	21147
	DATE:	June 22
	CAD NAME:	X_21147 ASPEN POINT TOWNHOME PLAT.DWG

ASPEN POINT TOWNHOMES

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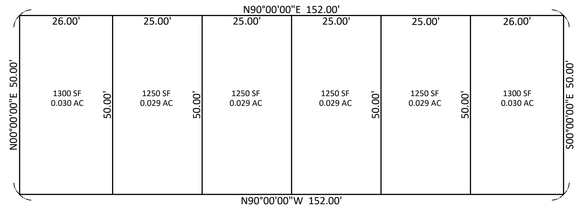
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PART OF THE THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN



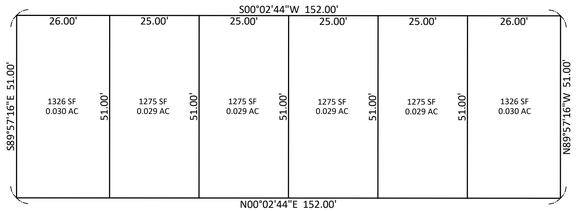
1 UNITS 3-12 LOT BEARING & DISTANCE

SCALE: NTS



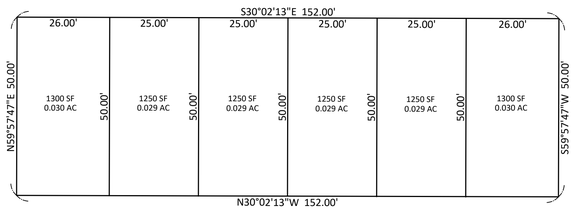
2 UNITS 13-18 LOT BEARING & DISTANCE

SCALE: NTS



3 UNITS 19-36 LOT BEARING & DISTANCE

SCALE: NTS



4 UNITS 37-42 LOT BEARING & DISTANCE

SCALE: NTS



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PART OF THE THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

SHEET 4 OF 4

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED XPERT ENTERPRISES, LLC AN 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 ASPEN POINT 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.

COMMONS

OWNER DOES HEREBY GRANT AND CONVEY ALL THAT PORTION OF LOT 1, BLOCK 1 TO LOTS 2-42 OF BLOCK 1, A PRIVATE COMMON GENERAL CROSS-ACCESS EASEMENT, THE SAID PRIVATE COMMONS IS 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 COLLECTIVELY REFERRED TO AS, BENEFITED COMMONS HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED COMMONS HOLDERS AND SAID BENEFITED COMMONS HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE COMMONS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND NON-VEHICULAR ACCESS, THAT ALSO,

JOINT ACCESS EASEMENT ("J.A.E.")

OWNER DOES ALSO HEREBY GRANT AND CONVEY TO LOTS 2-42 OF BLOCK 1 AND TO THE OWNER OF THE PROPERTY DIRECTLY EAST AND COINCIDENT WITH THE EASTERLY BOUNDARY OF THIS PLAT, A PRIVATE JOINT ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS J.A.E. THE SAID PRIVATE J.A.E. IS 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 AND PROPERTY ADJOINER TO THE EAST HEREAFTER COLLECTIVELY REFERRED TO AS, BENEFITED J.A.E. HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED J.A.E. HOLDERS AND SAID BENEFITED J.A.E. HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE JOINT-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, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT ALSO,

CROSS-ACCESS EASEMENT ("C.A.E.")

OWNER DOES ALSO HEREBY GRANT AND CONVEY TO LOTS 2-42 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS C.A.E. (1), THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO LOT 1 AND LOTS 3-42 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS C.A.E. (2); THE SAID PRIVATE C.A.E. (1) AND C.A.E. (2) 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, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT ALSO,

PUBLIC EMERGENCY CROSS-ACCESS EASEMENT ("C.A.E.")AND JOINT ACCESS EASEMENT ("J.A.E.")

OWNER DOES ALSO 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 EASEMENTS C.A.E. (1), C.A.E. (2), AND THE J.A.E. AS SHOWN AND DESCRIBED HEREON.

OWNERS, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID C.A.E. (1), C.A.E. (2), AND J.A.E., INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE WITHIN OR UPON ANY 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, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS 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 ALL SAID PUBLIC AND PRIVATE EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE TO MAINTAIN THE SAID C.A.E. (1), C.A.E. (2), AND THE J.A.E. 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 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, 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 _____, 2022.

XPERT ENTERPRISES, LLC

_____

BRANDT MONETTE

MANAGING MEMBER

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

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 _____ , 2022.

XPERT ENTERPRISES, 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

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 2022, 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 XPERT ENTERPRISES, 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 THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____

NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: _____

SURVEYORS NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISSIONED TO DESIGN A SUBDIVISION PLAT FOR A PARCEL OF LAND FOR RANDY L. GRAY AND LAURA C. GRAY THAT IS SITUATED ALONG THE SOUTH RIGHT-OF-WAY LINE OF SUNNYSIDE ROAD PURSUANT TO INSTRUMENT NUMBER 1182205. A NEW PLAT IS LOCATED TO THE EAST AND IS KNOWN BY WINTER SUNNYSIDE DEVELOPMENT, DIVISION NUMBER 1, A DIVISION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO AS PURSUANT TO INSTRUMENT NUMBER 1653063. TWO 5/8 INCH REBAR WERE FOUND WITH PLASTIC CAPS L.S. 14750 AND FIT THE CALCULATIONS OF THIS NEW PLAT BY 0.05 FEET. THE ABOVE MENTIONED PLAT HAS A RECORD DISTANCE ALONG THE SECTION LINE OF 1772.95 FEET AND MEASURED DISTANCE OF 1773.14 FEET THAT FITS ALL THE FOUND MONUMENTS OF WINTER SUNNYSIDE DEVELOPMENT PLAT AND SUMMERFIELD DIVISIONS 1 AND 2 PLATS. SAID PLATS ADJOINING THE EAST BOUNDARY OF THE ABOVE SURVEYED PROPERTY IS SUMMERFIELD ADDITION, DIVISION NUMBER 1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NUMBER 853008 AND SUMMERFIELD ADDITION, DIVISION NUMBER 2 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO PURSUANT TO INSTRUMENT NUMBER 1041261. THE IDAHO CANAL IS LOCATED ALONG THE SOUTHWESTERLY SIDE OF THE SURVEYED PROPERTY AND THE CANAL RIGHT-OF-WAY DEED IS PURSUANT TO BOOK 2 LETTER A, PAGE 565 DATED MAY, 1890. THE EASTERLY RIGHT-OF-WAY LINE OF THE IDAHO CANAL WAS ESTABLISHED FROM THE OLIVE GROVE ADDITION AS PURSUANT TO INSTRUMENT NUMBER 818974 AND OFFSET 100 FEET. THIS FIT EXISTING MONUMENTS FOUND ON THE EASTERLY RIGHT-OF-WAY LINE OF THE IDAHO CANAL. THE CITY OF IDAHO FALLS ACQUIRED SUNNYSIDE ROAD STREET RIGHT-OF-WAY AS PURSUANT TO INSTRUMENT NUMBER 1275048. THE NORTHWEST CORNER OF THIS PLAT ALONG THE SOUTH RIGHT-OF-WAY LINE OF SUNNYSIDE ROAD STREET WAS ORIGINALLY DEEDED TO INTERMOUNTAIN GAS COMPANY PURSUANT TO 255961 (BOOK 110, PAGE 49), WHICH LATER CONVEYED TO THE CITY OF IDAHO FALLS PURSUANT TO INSTRUMENT NUMBER 1143277. THE CITY OF IDAHO FALLS WAS THEN QUITCLAIMED A PARCEL BY THE UNDERLYING OWNER OF THE ORIGINAL PARENT TRACT AS PURSUANT TO INSTRUMENT NUMBER 1174466. A SURVEY BOUNDARY DECISION WAS MADE TO PLACE THE TRACT IN THE LOCATION SHOWN HEREON. BASED ON THE PRINCIPLE THAT INTERMOUNTAIN GAS COULD NOT CONVEY PROPERTY THAT THEY DID NOT OWN OUTSIDE OF THE DESCRIBED AREA OF THE ORIGINAL DEED, (255961). THE FIELD SURVEYED LOCATION HEREON HOLDS THE ORIGINAL DESCRIPTION LANGUAGE, HONORS THE QUITCLAIMED INSTRUMENT NUMBER 1174466, AND REMAINS A ROTATED RIGHT ANGLE PARCEL. THAT IS EXCEPTED FROM THE BOUNDARY, NOT A NEW TRACT THAT DOES NOT PARALLEL THE SECTION LINE. AT THE SOUTHEAST CORNER OF THE SURVEYED PROPERTY ALONG ITS COMMON BOUNDARY WITH LOT 31, BLOCK 3 OF SAID SUMMERFIELD ADDITION, DIVISION NUMBER 2, PURSUANT TO INSTRUMENT NUMBER 1562733 AND 1259922, THERE IS AN ENCROACHMENT OF A FENCE AND LANDSCAPING ONTO THE UNDERLYING VESTED SURVEYED PROPERTY. THE FENCE HAS AN ANGLE POINT AT THE NORTHWEST CORNER OF LOT 31 AND ANGLES SOUTHWESTERLY INTO SAID VESTED PROPERTY. A QUITCLAIM DEED FOR THIS ENCROACHMENT HAS BEEN FILED PURSUANT TO INSTRUMENT NUMBER _____ TO RESOLVE THE FENCE ENCROACHMENT AND CONVEY THIS AREA TO THE ADJOINER. 2004 CITY OF IDAHO FALLS CONTROL WAS USED FOR THIS PROJECT.

ATTACHED HOMES NOTIFICATION

LOTS 3 - 42, 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.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT ASPEN POINT TOWNHOMES, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____

BONNEVILLE COUNTY RECORDER

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 ASPEN POINT TOWNHOMES, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

CERTIFICATE NO. 9369

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

OFFICES AT:		
1331 Fremont Ave. Idaho Falls, Idaho 83402	SURVEYED BY:	ADAM SNARR
	DRAWN BY:	RUSSELL JORDAN
	APPROVED BY:	KURT ROLAND
343 E 4th N, Suite 119 Rexburg, Idaho 83440	PROJECT NO.	21147
	DATE:	June 22
	CAD NAME:	X_21147 ASPEN POINT TOWNHOME PLAT.DWG

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Aspen Point Townhomes
July 28, 2022

IDAHO FALLS
Community Development Services

Applicant:
Eagle Rock Engineering

Project Manager:
Kerry Beutler

Location: Generally located near intersection of Idaho Canal and Sunnyside Rd., North of E 49th S, East of S Holmes Ave., South of E Sunnyside Rd., West of S 15th E.

Size: Approx. 6.77 acres
Lots: 42

Existing Zoning:
Site: LC
North: R3
South: R1
East: LC/R1
West: R1

Existing Land Uses:
Site: Commercial/ Residential
North: Residential
South: Residential
East: Vacant/ Residential
West: Residential

Future Land Use Map:
Planned Transition

Attachments:
1. Subdivision Information
2. Maps and Aerial photos

Requested Action: To **approve** the final plat for Aspen Point Townhomes.

History: This property was annexed and zoned LC, Limited Commercial in 2018. The property has never been platted. Council approved a Planned Unit Development for this property on March 31, 2022.

Staff Comments: The plat includes approximately 6.7 acres. Platting is necessary to allow for development of the property. The property is proposed to be platted into 42 lots. Two large lots which will consist of common space and accommodate multi-family development. The smaller lots are intended for townhome development. Access to the property will come from Sunnyside Road, a principal arterial with restricted access. At the time of development the existing access points will be removed allowing for development of a single consolidated access. The Idaho Canal runs along the western edge of the property. The development will include pathway constructed along the canal that will connect back to the Sunnyside pathway system.

Staff Recommendation: Staff has reviewed the Final Plat and finds that it complies with the subdivision ordinance. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
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.	NA
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 a1terial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the a1terial 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 a11 improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	X
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 R3, 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.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	NA
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 a1terial 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 150ft 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 a1terial 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.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA

Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (p. 67)

From partnerships with private investors to redevelop vacant or deteriorating commercial areas within Idaho Falls. It is in the City's best interests to encourage such reinvestment since these areas are served by existing streets and utilities. (p. 46)

Plan for different commercial functions within the City of Idaho Falls. Private developers recognize there are different types of commercial development serving different customers. In out planning, we need to understand these different functions and require different site standards. (p. 46)

Zoning:

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 provisions 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.				

February 16, 2021 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison, Joanne Denney, Margaret Wimborne, Arnold Cantu.

MEMBERS ABSENT:

ALSO PRESENT: Assistant Planning Directors Kerry Beutler; Naysha Foster, Brian Stevens; and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Wimborne moved to table the Minutes and move the approval of the February 2, 2021 minutes to the March meeting, Black seconded the motion and it passed unanimously.

Business:

4. PLAT 20-047: FINAL PLAT. Final Plat for 810 Lofts.

Applicant: Brandt Monte, S. 5th West, Rexburg, Idaho. Monte is proposing to replat the two parcels together to do an apartment complex for 220 Units.

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

Dixon asked if the property to the east has cross access agreement. Beutler stated that the property to the east of this subject property will have a cross access agreement with the property to the east of it. There will be a requirement to have a connection to the properties.

Hicks asked if there is only one entrance to Sunnyside. Beutler confirmed that this property has one entrance to Sunnyside. Beutler stated that they will also connect to the properties to the east if they develop as commercial to develop alternate access points. Beutler stated that they will deal with the access points during the site plan process. Hicks has a problem with single entrance to the property. Beutler stated that the entrance is a development issue related to the site plan, not to the subdivision. Site plan review is required in order to develop it and that is an administrative process through the City Departments for review and staff will work with City Departments to make sure they meet all the standards.

Monte indicated that they would stay in contact with the property owners to the east and make sure that there is connectivity during development.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for 810 Lofts, Black seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The Motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF ASPEN POINT TOWNHOMES, LOCATED GENERALLY NEAR INTERSECTION OF IDAHO CANAL AND SUNNYSIDE RD., NORTH OF E 49TH S, EAST OF S HOLMES AVE., SOUTH OF E SUNNYSIDE RD., WEST OF S 15TH E.

WHEREAS, the applicant filed an application for a final plat on December 23, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 16, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 28, 2022 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 6.7 acres located generally near intersection of Idaho Canal and Sunnyside Rd., North of E 49th S, East of S Holmes Ave., South of E Sunnyside Rd., West of S 15th E.
3. The property has never been platted and platting is required to allow for the development of the parcel.
4. Access to the property will come from Sunnyside Road, a principal arterial.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's 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 _____, 2022

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
ASPEN POINT

This DEVELOPMENT AGREEMENT ASPEN POINT ("AGREEMENT"), made this _____day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CONCORDIA DEVELOPMENT GROUP, a limited liability company, ("DEVELOPER"), whose mailing address is 901 Pier View Drive Suite 204-1, 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 the 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. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

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

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

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

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

Concordia Development Group

By _____
Brandt Monette, CEO

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

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

My Commission Expires:_____

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 19th day of July, 2022, 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 of Concordia Development Group, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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

KURTIS J. ROLAND
COMMISSION NO. 20215125
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 10/26/2027

_____
Notary Public of Idaho
Residing at: Bonneville County, Idaho
My Commission Expires: 10/26/2027

EXHIBIT "A"
ASPEN POINT SUBDIVISION

Legal Description:

BEGINNING AT A POINT THAT IS S.89°42'28"E. ALONG THE SECTION LINE 1773.14 FEET AND S.00°00'13"E. 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF WINTER SUNNYSIDE DEVELOPMENT, DIVISION NUMBER 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE S.00°00'13"E. ALONG THE WEST LINE OF SAID WINTER SUNNYSIDE DEVELOPMENT, DIVISION NUMBER 1, THE WEST LINE OF SUMMERFIELD ADDITION, DIVISION NUMBER 1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO AND THE WEST LINE OF SUMMERFIELD ADDITION, DIVISION NUMBER 2, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO A DISTANCE OF 1009.28 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE IDAHO CANAL; THENCE N.30°02'13"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1163.51 FEET TO THE SOUTH LINE OF WARRANTY DEED INSTRUMENT NUMBER 1275048; THENCE ALONG THE SOUTH AND EAST BOUNDARY LINE OF SAID WARRANTY DEED INSTRUMENT NUMBER 1275048 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°42'28"E. 12.47 FEET; (2) THENCE N.00°17'32"E. 5.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNYSIDE ROAD; THENCE S.89°42'28"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE 569.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EXISTING EASEMENTS OF RECORD.

CONTAINING 6.778 ACRES

EXHIBIT "B"
SPECIAL CONDITIONS

ASPEN POINT SUBDIVISION

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 the City Engineer.

S.C. 2.00. Access to Sunnyside Road. shall be in accordance with the Bonneville Metropolitan Planning Organization 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 will 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 shall 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 Water Line Connection Fee.
CITY agrees to allow DEVELOPER to connect to the water main located in Sunnyside Road, subject to DEVELOPER'S payment of the water main connection fees in the amount of Twenty-Five Thousand and Twenty-Three Dollars ($25,023.00; 570 feet currently at $43.90 per foot), upon execution of this Agreement, pursuant to section 8-4-14 (C) of City Code. Pursuant to section 8-4-14 (B) of 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 Code Sections.

S.C. 5.00 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 City Code in the amount of Fourteen Thousand Six Hundred Forty-Nine Dollars ($14,649.00; 570 feet; currently at $25.70 per foot). Mainline connection fee costs shall be adjusted accordingly in the event that the connections are not made at time when City Fee Resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to City sewer system. Such fees

shall be paid in the amounts and manner set forth in City Code Section.

S.C. 6.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Development by DEVELOPER. The storm drainage system shall meet the City Storm Drainage Policy. The storm pond to be constructed as shown on the Site Plan drawings. DEVLEOPER's shall provide for the installation of grass and an irrigation system. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 7.00 Structure Fire Sprinkler Systems. DEVELOPER agrees to meet the requirements of the 2018 International Fire Code, as outlined in section D106 and D107. DEVELOPER shall equip all condominium and townhouse units with an approved automatic sprinkler system installed in accordance with International Fire Code Sections 903.3.1.2 or 903.3.1.3.

S.C. 8.00 Path Construction & Tree Removal along Canal. In coordination of the path construction site plan and PUD concept and approved by City Council, the path shall be constructed on Irrigation District and DEVELOPER's property. CITY has a Master Path agreement with the Idaho Irrigation District that requires the removal of trees as directed by the Irrigation District. CITY shall remove trees directed per the Master Path Agreement. DEVELOPER shall provide access to the CITY Parks Department for tree removal accordingly across DEVELOPER's property. Parks will remove trees per CITY responsibility; however, it is acknowledged that stumps may be left in place after removal.

Memorandum

File #: 21-575 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Thursday, June 16, 2022
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.524 acres of the East ½, Southwest ¼ of Section 15, Township 2 North, Range 37 East.

Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing 11.524 acres of the East ½, Southwest ¼ of Section 15, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 11.524 acres of the East ½, Southwest ¼ of Section 15, 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 R2, Mixed Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.524 acres of the East ½, Southwest ¼ of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of R2. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of annexation must be consistent with the principles of the Comprehensive Plan which includes many

policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

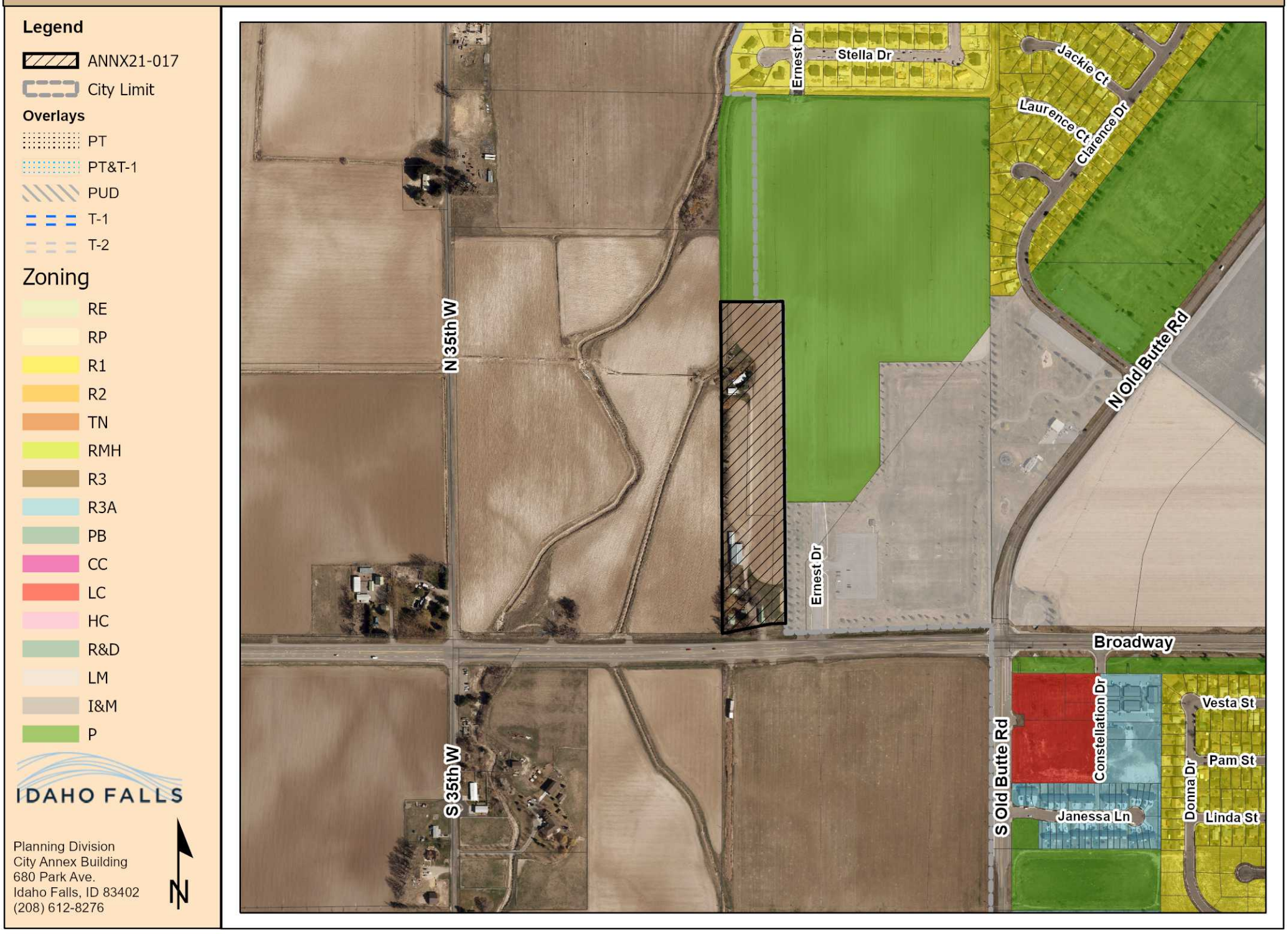
Interdepartmental Coordination
The annexation legal description has been reviewed by the Survey Division.

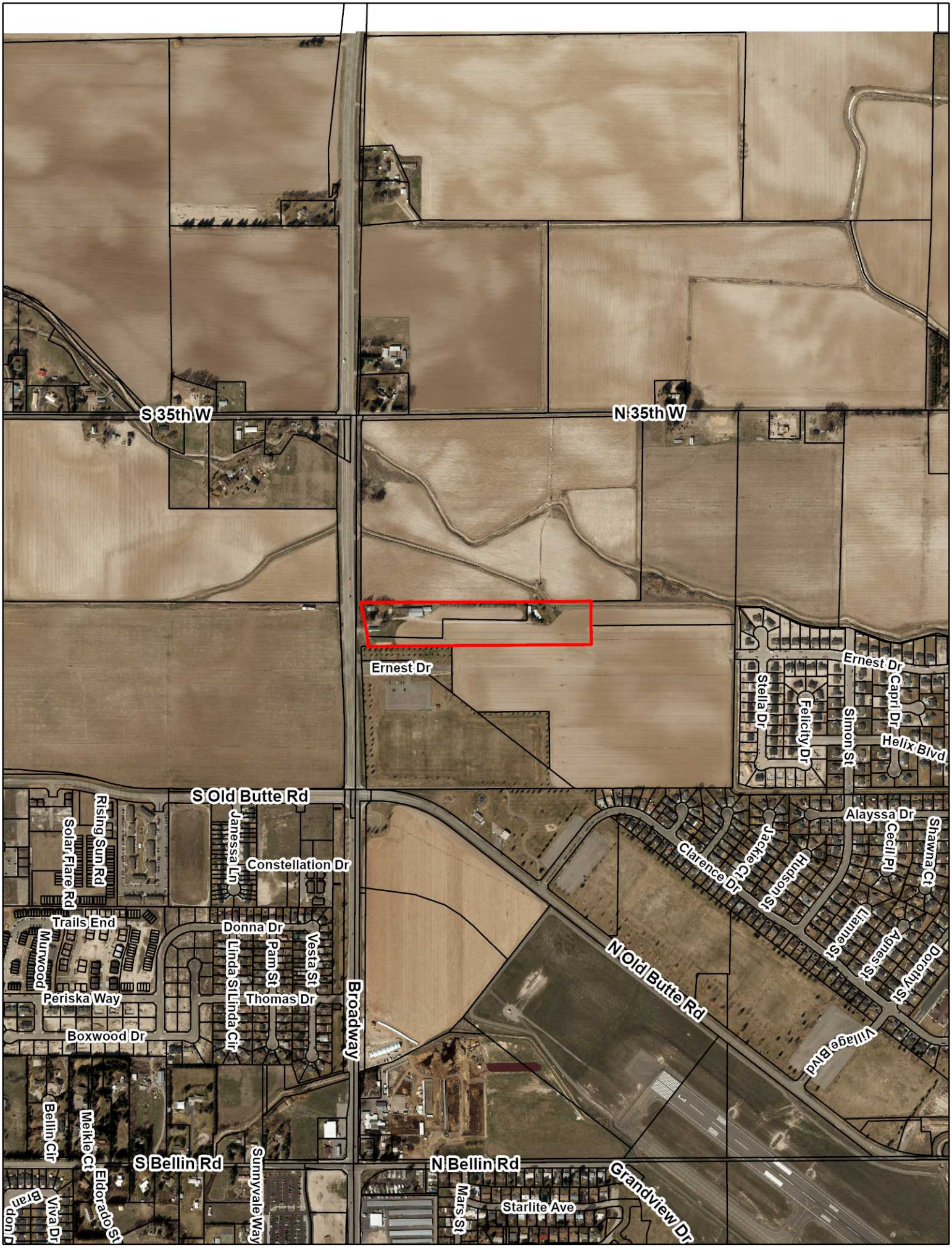
Fiscal Impact
NA

Legal Review
This application and ordinance have been reviewed by the City Attorney pursuant to applicable law.

Annexation and Initial Zoning

ANNX21-017 Annex and Initial Zoning R2 -Property west of Soccer Complex



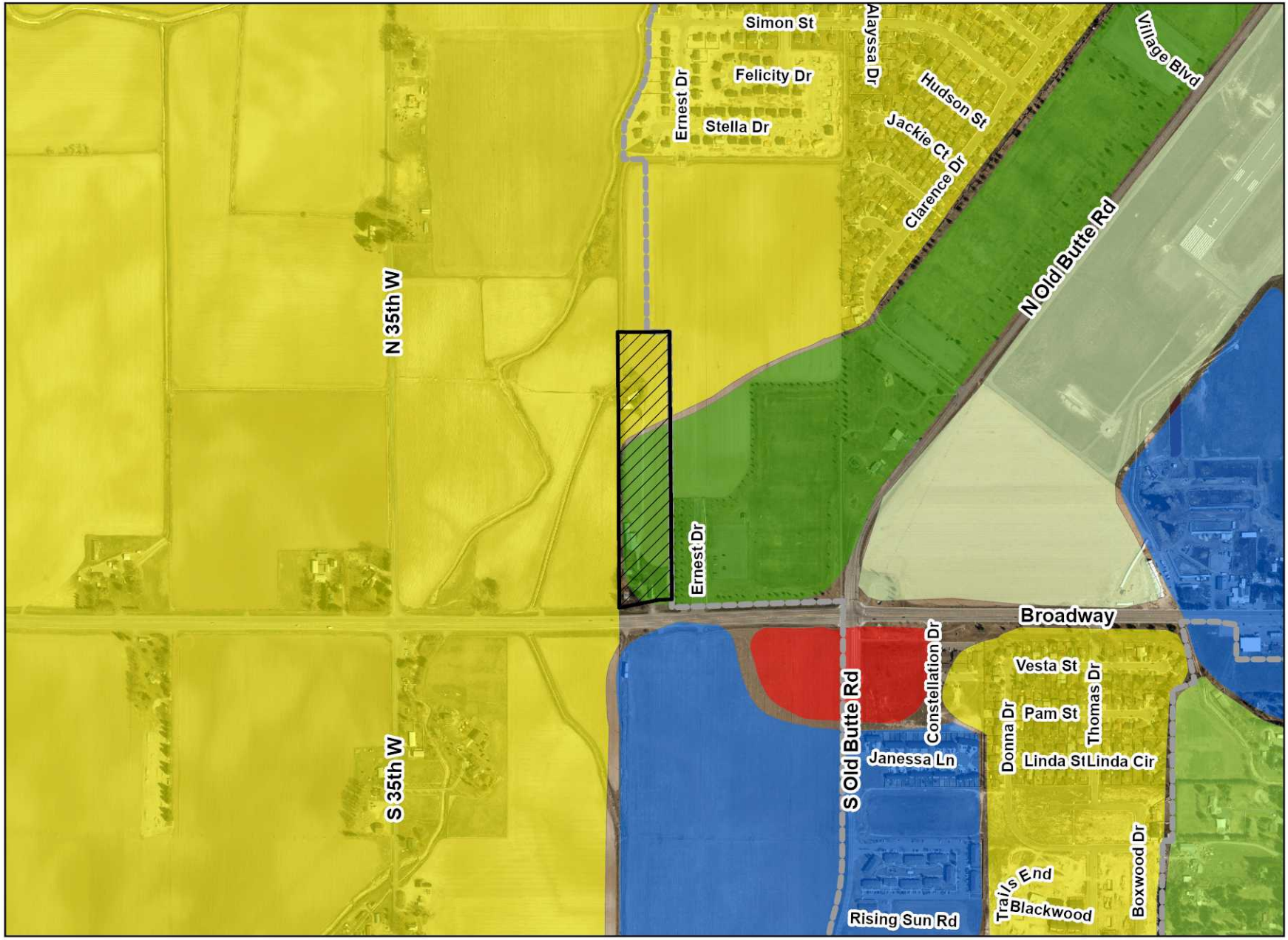

S 35th W
N 35th W
Ernest Dr
Ernest Dr
Stella Dr
Felicity Dr
Simon St
Capri Dr
Helix Blvd
S Old Butte Rd
Rising Sun Rd
Solar Flare Rd
Janessa Ln
Constellation Dr
Trails End
Murwood
Periska Way
Donna Dr
Linda St
Linda Cir
Pam St
Vesta St
Thomas Dr
Boxwood Dr
Broadway
Clarence Dr
Jackie Ct
Hudson St
Alayssa Dr
Cecil Pl
Shawna Ct
Lianne St
Agnes St
Dorothy St
N Old Butte Rd
Village Blvd
Bellin Cir
Mekle Ct
Eldorado St
Viva Dr
S Bellin Rd
Sunnyvale Way
N Bellin Rd
Mars St
Starlite Ave
Grandview Dr

Annexation and Initial Zoning

ANNX21-017 Annex and Initial Zoning R2 -Property west of Soccer Complex

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Parks and Recreation
- Public Facilities and Open Spaces
- Commercial
- Employment Centers
- Medical Services Centers
- Higher Education Centers
- Planned Transition
- Highway-related industrial
- Railroad-related industrial

Comprehensive Plan



IDAHO FALLS

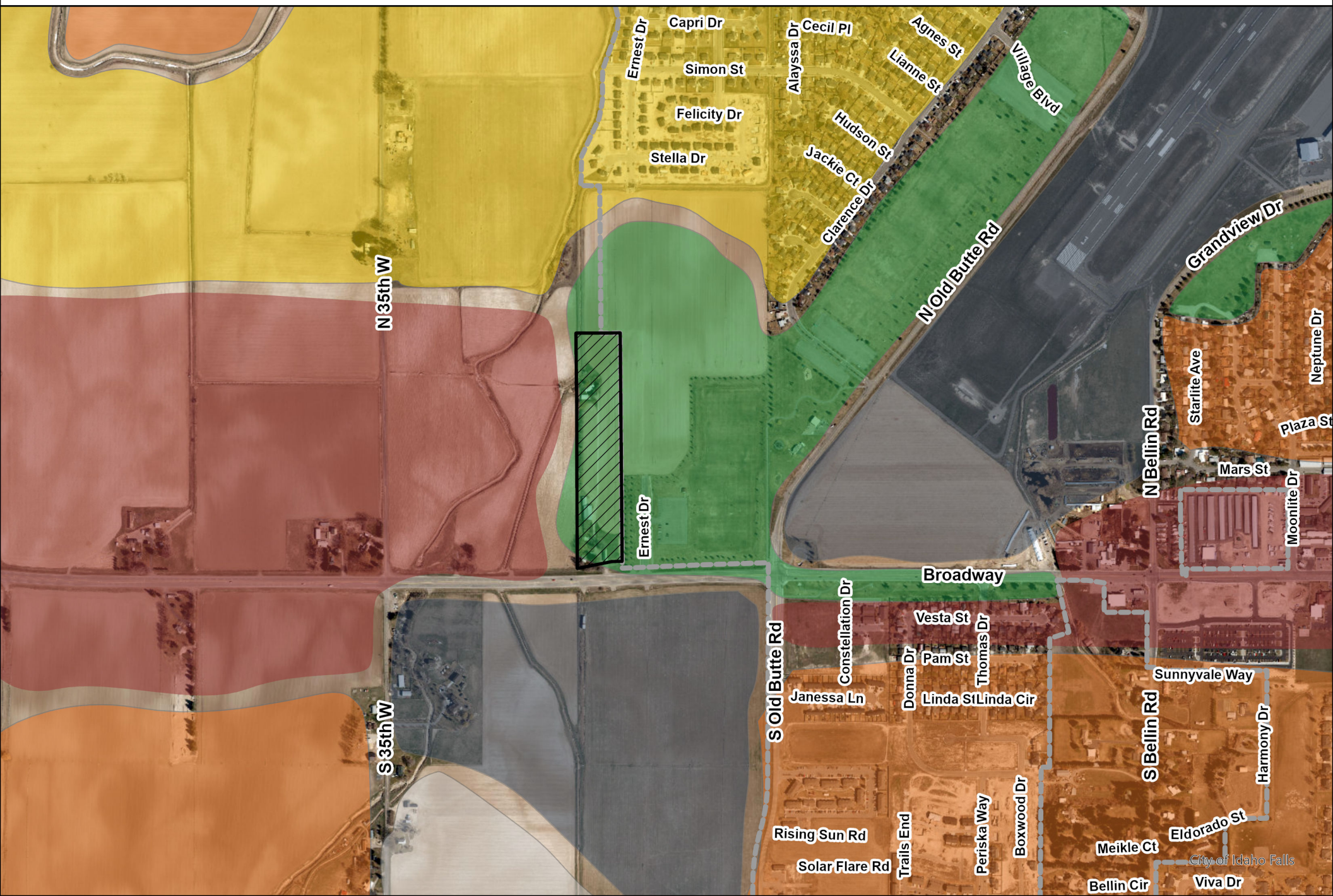
Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

N

Comprehensive Plan

ANNX21-017 - Initial Zoning: R2

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



STAFF REPORT

Annexation and Initial Zoning of R2, Mixed Residential and the Airport Overlay Limited Development Zone
Approx. 11.524 acres in the E ½ of the SW ¼ of Section 15, T 2N, R 37E
July 28, 2022

IDAHO FALLS
Community Development Services

Applicant: Habitat for Humanity

Project Manager: Naysha Foster

Location: Generally, north of Broadway, east of N 35th W, south of Stella Dr, west of Old Butte Rd.

Size: Approximately 11.524 acres

Zoning:
Existing: County A-1
North: County A-1
South: County A-1
East: County A-1 & City R1
West: County A-1

Proposed Zoning: R2

Existing Land Uses:
Site: Ag / Residential
North: Ag
South: Ag
East: Park (Soccer Complex)
West: Ag

Future Land Use Map:
Natural and Open Space w/Mixed Use Centers and Corridors to the west.

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

Requested Action: To approve the annexation and initial zoning of R2**, Mixed Residential with Limited Development Airport Overlay Zone to the Mayor and City Council.**

Staff Comments: The property is located west of the Soccer Complex on Broadway. The property is currently farmed and will need to be platted before development occurs. City utilities are within approximately 200 feet to this property.

Annexation: This is a Category "A" annexation as it is requested by the property owner. The property is within the Area of City Impact and contiguous to City limits along the east property line. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is R2, Mixed Residential with the Airport Overlay Zone. This residential zone is a medium density zone that allows 17 units per acre. It is characterized by smaller lots and dwellings. This zone allows up 1, 2, 3 and 4 attached dwelling units. The R2 zone is generally located near limited commercial services and has higher vehicular and pedestrian traffic than lower density zones. Broadway is a principle arterial and is constructed to carry high volumes of traffic. The Comprehensive Plan identified this property as Parks and Recreation, with Low Density, Commercial and Employment Center in the area prior to the adoption of Imagine IF, when the Planning and Zoning Commission made their recommendation. The R2 Zone is consistent with the policies of the Comprehensive Plan at the time and is still consistent with the policies of Imagine IF.

There are LC and R3A Zoning and developments in the vicinity that allow similar or compatible uses consistent with the R2 designation. The location of this property is in the Limited Development designation of the Airport Overlay Zone, which allows dwelling units.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of R2 as it is consistent with the policies of the Imagine IF Comprehensive Plan.

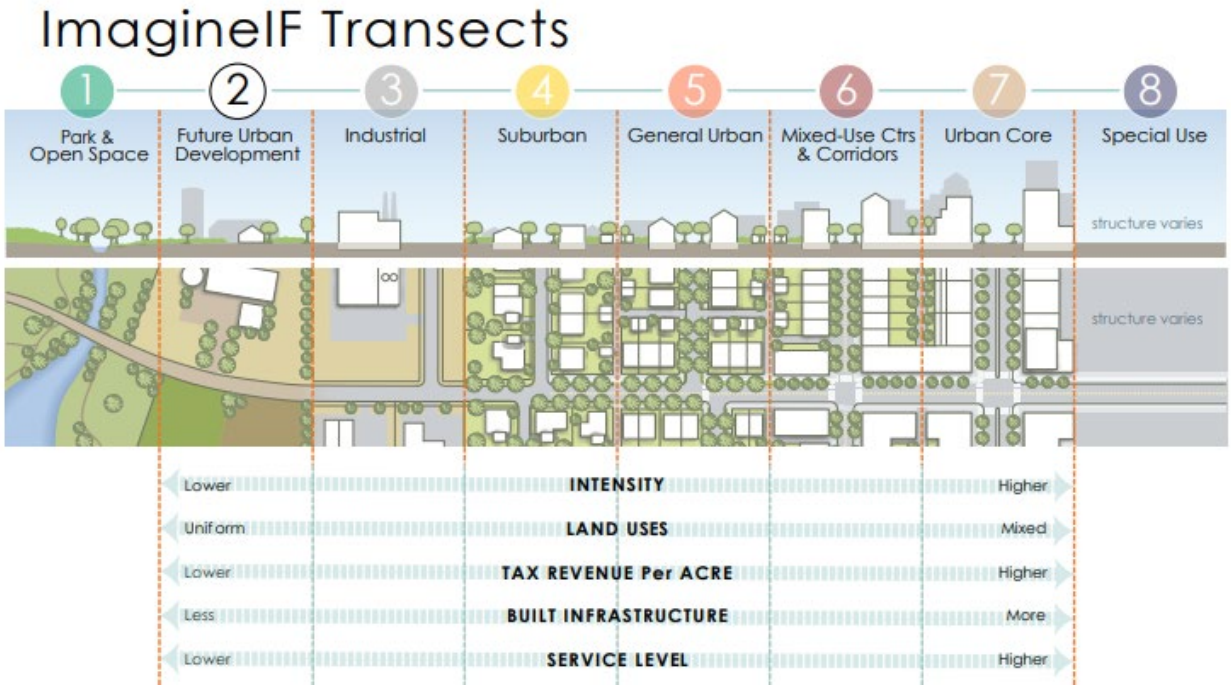
Comprehensive Plan Policies:

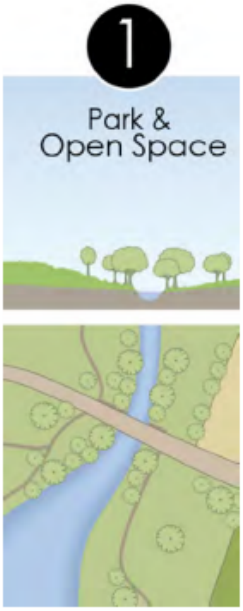
Residential development should reflect the economic and social diversity of Idaho Falls. (p. 38)

Reduce land use conflicts, existing land uses are recognized as starting points for future development patterns. (p. 66)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Imagine IF Comprehensive Plan





1. **Parks and Open Space**

Snapshot: The Park and Open Space Transect denotes natural areas, areas with minimal or low-impact development such as recreational trails and storm ponds or areas developed for recreational purposes such as parks and recreation facilities. These areas include natural wildlife habitats, open spaces, conservation areas, floodplain, developed parks and recreation facilities, golf courses, and cemeteries. This transect does not generally include lands being actively farmed.

Local examples: Areas surrounding the Snake River, Canals and Creeks, Sandy Downs, Golf Courses, Cemeteries, Tautphaus Park, Community Park, Kate Curley Park, Central Park, Bel-Aire Park



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:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

Airport

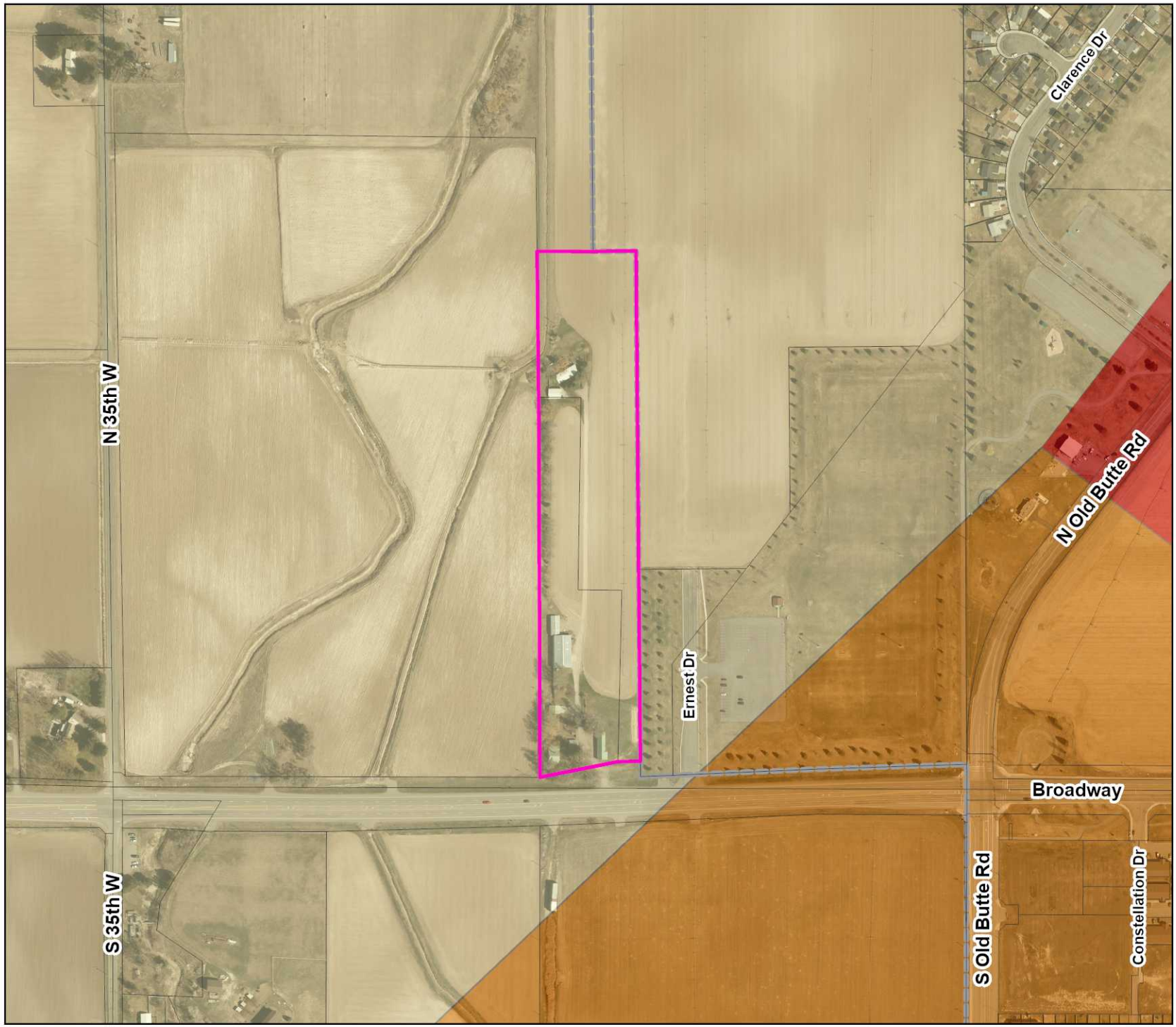
Land Uses

Legend

IFRA Off Airport Land Use

Compatible Land Use

- Approach Surface
- Controlled Development
- Controlled Development Approach Surface
- Limited Development
- Limited Development Approach Surface
- No Development
- Parcel
- City Limit
- Street Names
- ANNX21-017



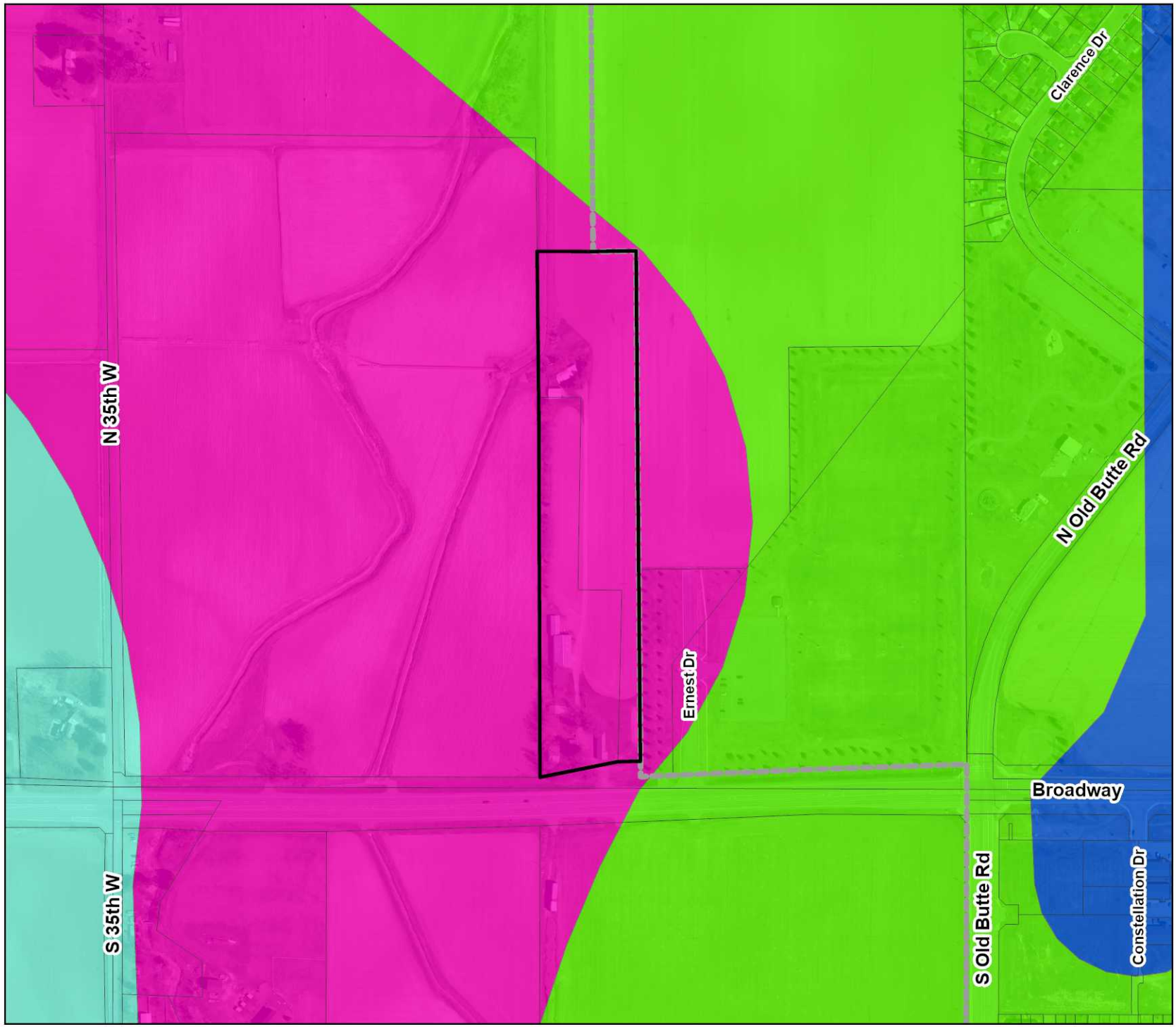
IDAHO FALLS

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

N

Airport

Future Noise Contours



Legend

Future Noise Contours

Day-night Level (dBA)

- 45
- 50
- 55
- 60
- 65
- Parcel
- City Limit
- Street Names
- ANNX21-017

IDAHO FALLS

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

N

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

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

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

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

	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C_2	P	P		P	P
Day Care, Group*	C_1		C_1	P	P	C_1	P	P
Day Care, Home	C_1		C_1	P	P	C_1	P	P
Dwelling, Accessory Unit*	P			P	P		P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1		C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C_2		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3		C_3	C_3	C_3
Professional Service								P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Recreational Vehicle Park*						C_2		
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Religious Institution*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Residential Care Facility							P	P
Retail					P*			C_2
School	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20)

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

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

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

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

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use*	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Atached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P

November 9, 2021 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Natalie Black, Joanne Denney, Gene Hicks, Margaret Wimborne, Lindsey Romankiw, George Morrison

MEMBERS ABSENT: Arnold Cantu.

ALSO PRESENT: Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, and planners Naysha Foster 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: Black moved to approve the Minutes from October 5, 2021, Hicks seconded the motion and it passed unanimously.

Hicks moved to approve the Minutes from October 19, 2021, Denney seconded the motion and it passed unanimously.

Public Hearing (s):

4. ANNX 21-017: ANNEXATION/INITIAL ZONING. Annexation of 12.146 Acres with initial zoning of R2.

Dixon opened the public hearing.

Applicant: Karen Lansing, Habitat for Humanity, 1954 N. Yellowstone Highway, Idaho Falls, Idaho. Lansing is the Director of Habitat for Humanity. Lansing indicated that they need property to build work force housing. Lansing indicated that Habitat only has 4 sites left to build on and without this property they will be out of business. Lansing read Habitat For Humanity's Mission Statement. Lansing indicated that they are wanting to build a Community of Hope on the subject property. Lansing stated that in the 27 years they have completed 61 projects within this community. Lansing stated that they are the only contractor that is truly building affordable housing. Lansing indicated that the Habitat Homes were appraising at $125,000 one year ago, and the last home appraised at $245,000. Lansing stated that the Covid Pandemic created a lack of volunteers, but her core group has kept things going. Lansing stated that in 2021 they completed 4 projects. Lansing stated that Habitat is trying to increase density as they are running out of the opportunity to find build sites, and the price has increased from $22,000/lot to $75,000/lot. Lansing indicated that the Community of Hope is designed to be workforce housing and they want to keep the inventory of affordable homes permanent, and they are considering a community land trust so that Habitat will stay involved and if someone wants to move out Habitat will purchase the home and put another family into that home, and they currently have first right of refusal in all of the Habitat Homes. Habitat never charges more than 30% of the monthly income for housing costs, and they have equity building at all levels. Lansing stated that they intend to build tiny homes on slab foundations, as well as attached units, and traditional single-family homes. Lansing stated that there is no more workforce housing available in Idaho Falls, and entry level homes are well over $300,000. Lansing has had over 50 families inquire about homes and they have families chosen for the homes they have planned. Lansing stated that they don't fit the CC&Rs for newer subdivision that requires homes to be 1500 square feet and 2

car garage, and the Habitat Homes are 2 bedroom, one bath with 1,000 square feet, which means they have to look in older parts of Idaho Falls for infill lots. Lansing indicated that they want support services in the community such as a meeting place for family/finance/etc. meetings. Lansing stated the subject property is contiguous to City property. Lansing tried to have a neighborhood meeting and personally contacted all adjacent property owners and only the Hess family showed up and no input from other property owners. Lansing had many supporters with her. Lansing showed the property adjacent to the soccer fields on West Broadway.

Hicks clarified that Habitat is building homes in accordance with City Code. Lansing agreed that they go through the same process as any other contractor, but they are smaller and not accepted in the newer subdivisions. Lansing added that they use volunteers and the homeowners help on things that don't require a specialized license.

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

Dixon asked about the gray beyond the end of the soccer complex. Beutler indicated that it is LM which is the same as the airport. Beutler added that the property was acquired by the property to protect the airport and zoned LM and the current use is soccer field. Dixon asked if that use is allowed by the FAA next to the airport. Beutler stated that it depends on who you ask. Foster stated that the airport overlay protects the property more than the land use zoning designation.

Support/Opposition:

Stephen Hatch 2680 W 33rd North, Idaho Falls, Idaho. Hatch represents the sellers and is a neighbor to the property. Hatch shared stats about current housing climate. Hatch stated that last year his brother-in-law was looking for a home in the $125,000/range and after 2 months of searching they had to move him out of state as they couldn't find anything in eastern Idaho. Hatch stated that as of September 2021 the average home price was $397,000. Hatch searched for properties under $150,000 and only found one property that included land, but was not a house, but rather a shed. Hatch feels that Habitat is going to fill a need that is happening in southeast Idaho. Hatch feels this is a landmark event for the community to fill a need.

Tyler Perkins, Idaho Falls Rescue Mission, 840 Park Ave., Idaho Falls, Idaho. Perkins shared statistics from the area. Perkins' job is to keep the homeless population down and move them into sustainable housing. Perkins stated that they have a recovery program and 98% of the people that graduate the program never go back to homelessness and get jobs, restore relationships, move into society, and start to give back. Perkins stated that since the inflation in pricing in the community, they are in an awkward spot where they cannot place them in housing and cannot find housing for them. Perkins stated that without this type of motion by the City they are creating more homelessness and the people who are working hard to get out of their situations cannot.

Dixon closed the public hearing.

Morrison supports this action and feels it is needed.

Wimborne is in support.

Dixon stated that many people volunteer for the community, and he appreciates the type of work that Habitat does and feels it is meaningful and changes peoples lives.

Wimborne moved to recommend to the Mayor and City Council approval of the annexation of 12.146 acres of the E ½ of the SW ¼ of Section 15, T 2N, R 38 E, with initial zoning of LM, Black seconded the motion. Dixon called for roll call vote: Black, yes; Denney, yes; Romankiw, yes; Hicks, yes; Morrison, yes; Wimborne, yes. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 11.524 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2022.

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 11.524 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."

_____
Kathy Hampton, City Clerk

(SEAL)

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

Part of the west 1/2 of the east 1/2 of the southwest 1/4 of Section 15, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as:

Commencing at the west 1/16th corner of Section 15, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734" (CP&F Instrument No. 904719), from which the south 1/4 corner of said section, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734", bears S 89°51'22" E 1314.85 feet, the basis of bearings for this description;
Thence N 00°29'39" W 33.00 feet along the west line of the east 1/2 of the southwest 1/4 of said section to its intersection with the north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006)), said intersection being marked by a 5/8" rebar with cap inscribed "ITD LS 4734", said point being the POINT OF BEGINNING;
Thence N 00°29'39" W 1618.22 feet, continuing along said west line, to the northwest corner of Quit Claim Deed Instrument No. 1468083;
Thence N 89°30'22" E 310.00 feet along the north line of said quit claim to the northeast corner thereof which is also a corner of City of Idaho Falls Annexation Ordinance No. 3303;
Thence S 00°29'38" E 1617.89 feet along the east line of said quit claim and west lines of City of Idaho Falls Annexation Ordinance Nos. 3303 and 2574 to the southeast corner of said quit claim deed, said point also being on north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006));
Thence along said north right-of-way the following 2 courses:

1) S 87°57'48" W 99.39 feet
2) N 89°51'12" W 210.66 feet to the POINT OF BEGINNING.

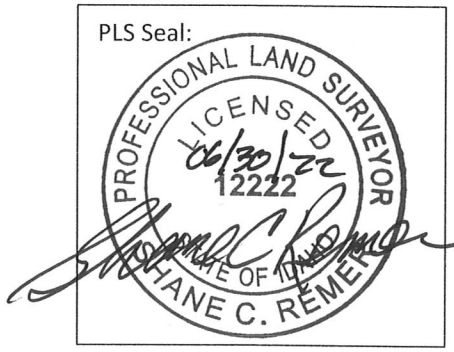
Containing 501,998 square feet or 11.524 acres.

Submitted by:
Firm Name: CORNERSTONE GEOMATICS, LLC
Contact Name: SHANE C. REMER
Phone Number: 208-390-8643
Email: shane@cornerstonegeomatics.com

*Overall Document Page Range to be completed by City

Overall Document Page Range: _____ of _____

PLS Seal:



ANNEXATION EXHIBIT FOR
HABITAT FOR HUMANITY

BEING PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4
SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN
BONNEVILLE COUNTY, IDAHO

ANNEXATION AREA BOUNDARY DESCRIPTION

Part of the west 1/2 of the east 1/2 of the southwest 1/4 of Section 15, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as:

Commencing at the west 1/16th corner of Section 15, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734" (CP&F Instrument No. 904719), from which the south 1/4 corner of said section, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734", bears S 89°51'22" E 1314.85 feet, the basis of bearings for this description;
Thence N 00°29'39" W 33.00 feet along the west line of the east 1/2 of the southwest 1/4 of said section to its intersection with the north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006)), said intersection being marked by a 5/8" rebar with cap inscribed "ITD LS 4734", said point being the POINT OF BEGINNING;
Thence N 00°29'39" W 1618.22 feet, continuing along said west line, to the northwest corner of Quit Claim Deed Instrument No. 1468083;
Thence N 89°30'22" E 310.00 feet along the north line of said quit claim to the northeast corner thereof which is also a corner of City of Idaho Falls Annexation Ordinance No. 3303;
Thence S 00°29'38" E 1617.89 feet along the east line of said quit claim and west lines of City of Idaho Falls Annexation Ordinance Nos. 3303 and 2574 to the southeast corner of said quit claim deed, said point also being on north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006));
Thence along said north right-of-way the following 2 courses:
1) S 87°57'48" W 99.39 feet
2) N 89°51'12" W 210.66 feet to the POINT OF BEGINNING.

Containing 501,998 square feet or 11.524 acres.

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

BASIS OF BEARINGS NOTE

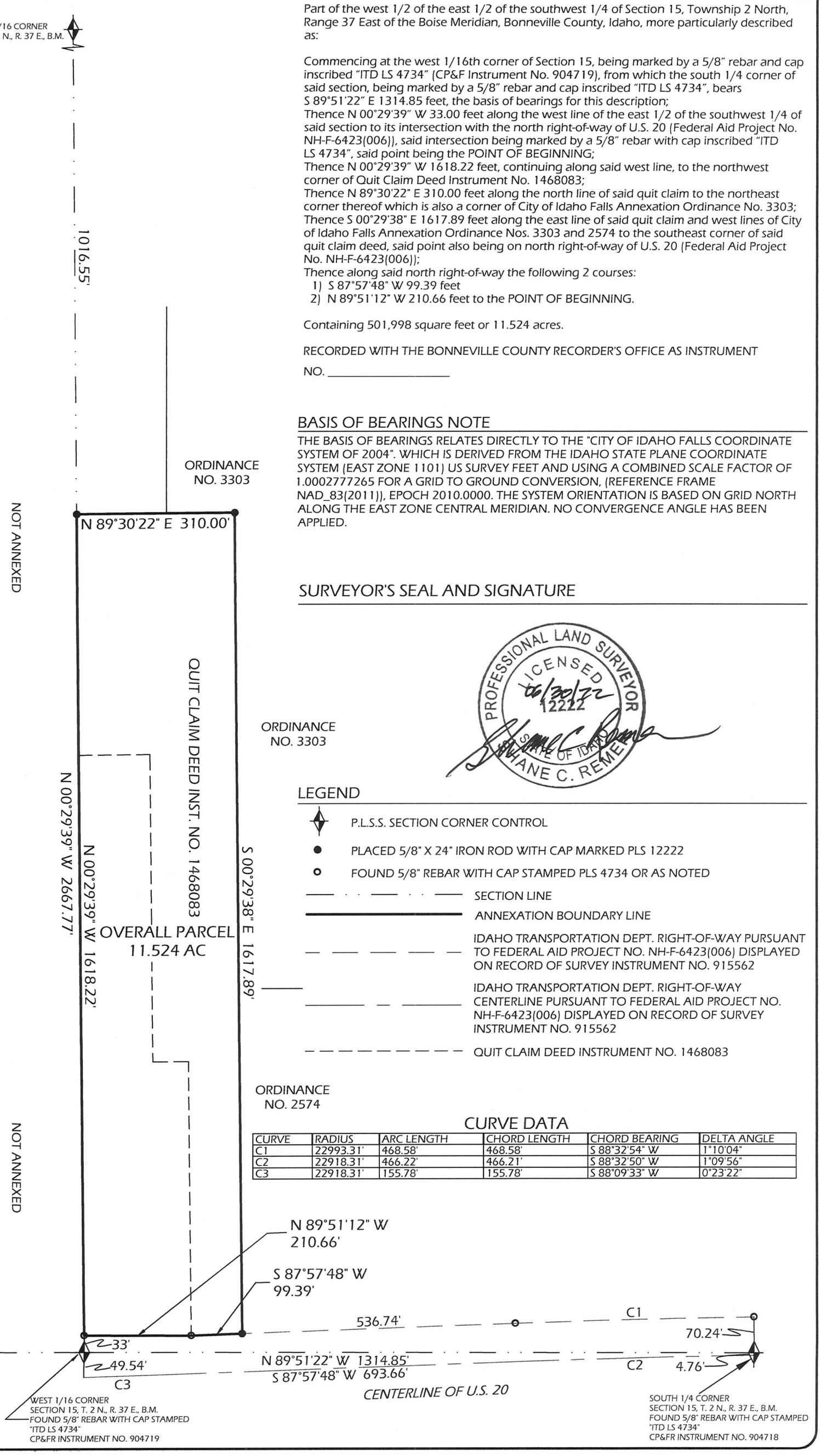
THE BASIS OF BEARINGS RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.0002777265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011)), 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 SEAL AND SIGNATURE

PROFESSIONAL LAND SURVEYOR
LICENSED
6/30/22
12222
STATE OF IDAHO
SHANE C. REMER

LEGEND

- P.L.S.S. SECTION CORNER CONTROL
- PLACED 5/8" X 24" IRON ROD WITH CAP MARKED PLS 12222
- FOUND 5/8" REBAR WITH CAP STAMPED PLS 4734 OR AS NOTED
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- IDAHO TRANSPORTATION DEPT. RIGHT-OF-WAY PURSUANT TO FEDERAL AID PROJECT NO. NH-F-6423(006) DISPLAYED ON RECORD OF SURVEY INSTRUMENT NO. 915562
- IDAHO TRANSPORTATION DEPT. RIGHT-OF-WAY CENTERLINE PURSUANT TO FEDERAL AID PROJECT NO. NH-F-6423(006) DISPLAYED ON RECORD OF SURVEY INSTRUMENT NO. 915562
- QUIT CLAIM DEED INSTRUMENT NO. 1468083



CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	22993.31'	468.58'	468.58'	S 88°32'54" W	1°10'04"
C2	22918.31'	466.22'	466.21'	S 88°32'50" W	1°09'56"
C3	22918.31'	155.78'	155.78'	S 88°09'33" W	0°23'22"

GRAPHIC SCALE
0 100 200 400
SCALE: 1" = 200'

SHEET 1 OF SHEETS 1

DRAWN BY SCR
CHECKED BY SCR
PROJECT NO. 0624
DATE 01/31/2022

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A PROFESSIONAL LAND SURVEYING COMPANY
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"Commit to the Lord whatever you do, and He shall establish your plans."
PROVERBS 16:3

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G:\My Drive\Projects\0624 Habitat 4 Humanity\dwg\0624 Habitat 4 Humanity-Annexation.dwg

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 11.524 ACRES OF THE EAST ½ OF THE SOUTH WEST ¼ OF SECTION 15, T 2N, R 37E, GENERALLY LOCATED NORTH OF BROADWAY, EAST OF N 35TH W, SOUTH OF STELLA DR, WEST OF OLD BUTTE RD

WHEREAS, the applicant filed an application for annexation on October 4, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 9, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 28, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 11.524 acres generally located North of Broadway, east of N 35th W, South of Stella Dr, and West of Old Butte Rd.
3. This property is contiguous to city limits along the east property line and is within the city's area of impact.
4. The application is a Category "A" annexation.
5. The Imagine IF Comprehensive Plan designates this area as Natural and Open Space, with Mixed Use Centers and Corridors directly to the west.
6. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

_____

Rebecca Casper - Mayor

Memorandum

File #: 21-576 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Monday, July 18, 2022
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Limited Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 11.524 acres of the East ½ of the Southwest ¼ of Section 15, Township 2 North, Range 37 East.

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Assign a Comprehensive Plan Designation of "Natural and Open Space, with Mixed-Use Centers and Corridors" and approve the Ordinance establishing the initial zoning for R2, Mixed Residential with Limited Development Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R2, Mixed Residential with Limited 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 R2, Mixed Residential with Limited Development Airport Overlay Zone, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 11.524 acres of the East ½ of the Southwest ¼ of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval of R2 with Limited Development Overlay Zones by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



powered by Legistar™

☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

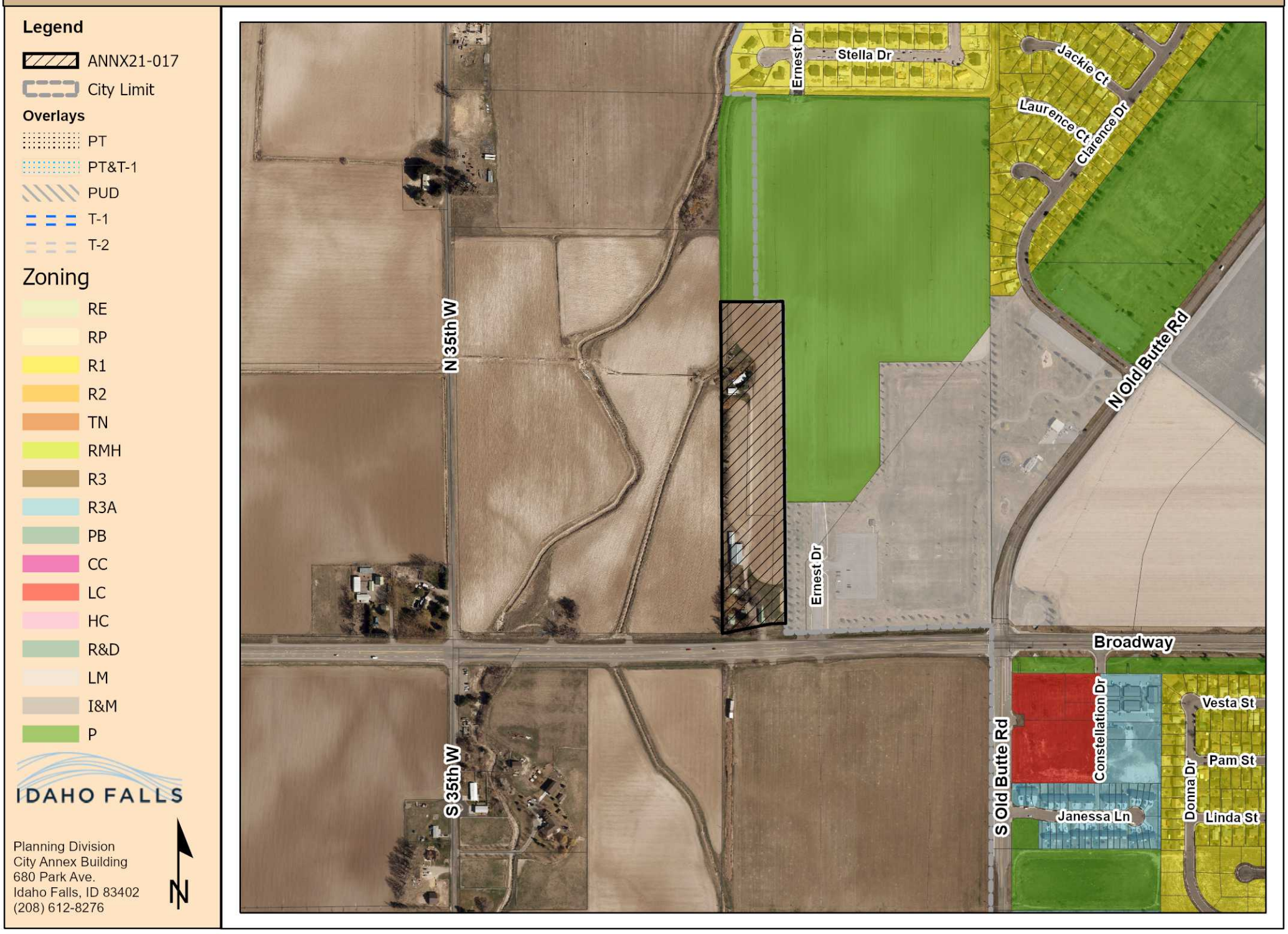
Interdepartmental Coordination
The initial zoning legal description has been reviewed by the Survey Division.

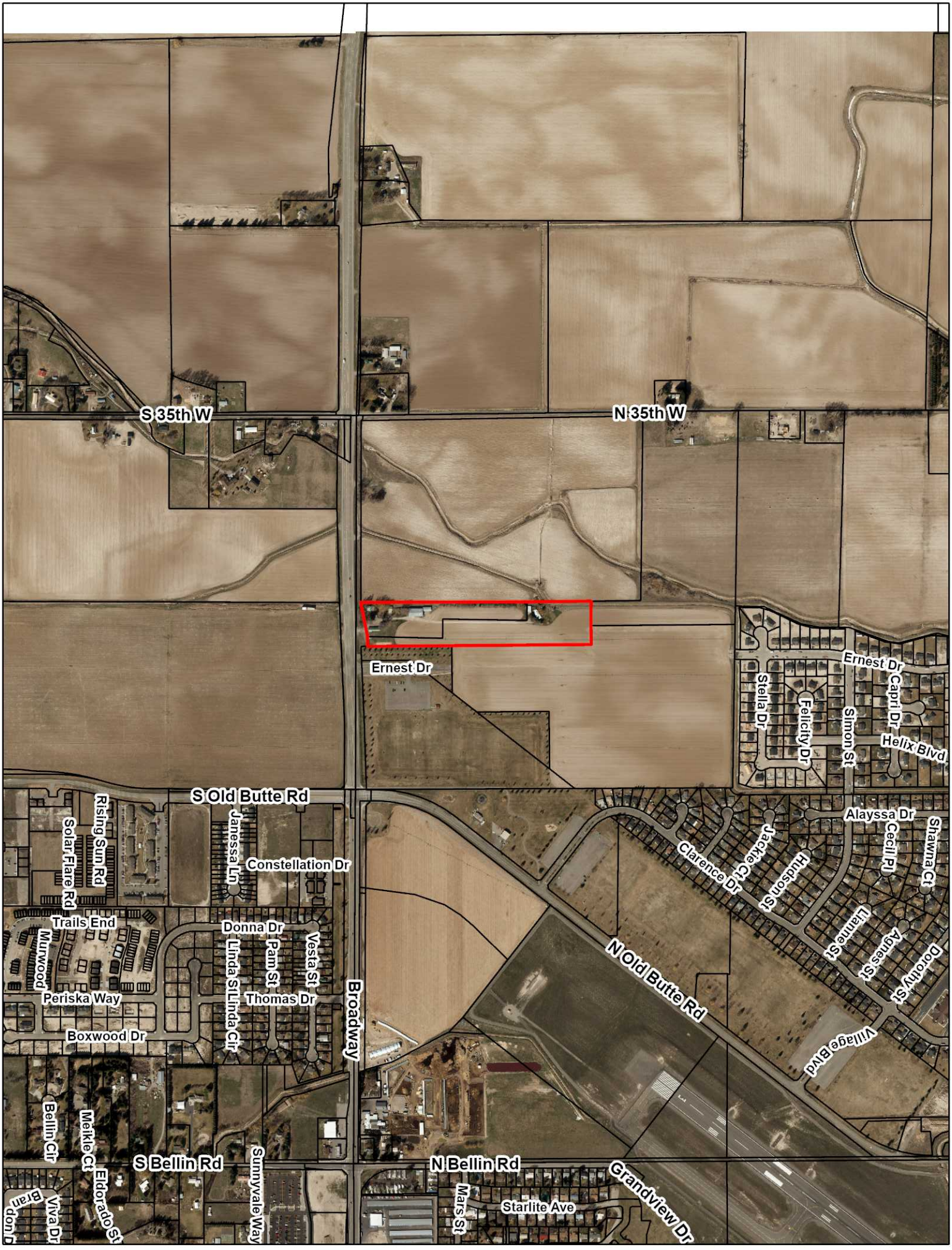
Fiscal Impact
NA

Legal Review
This application and ordinance have been reviewed by the City Attorney pursuant to applicable law.

Annexation and Initial Zoning

ANNX21-017 Annex and Initial Zoning R2 -Property west of Soccer Complex



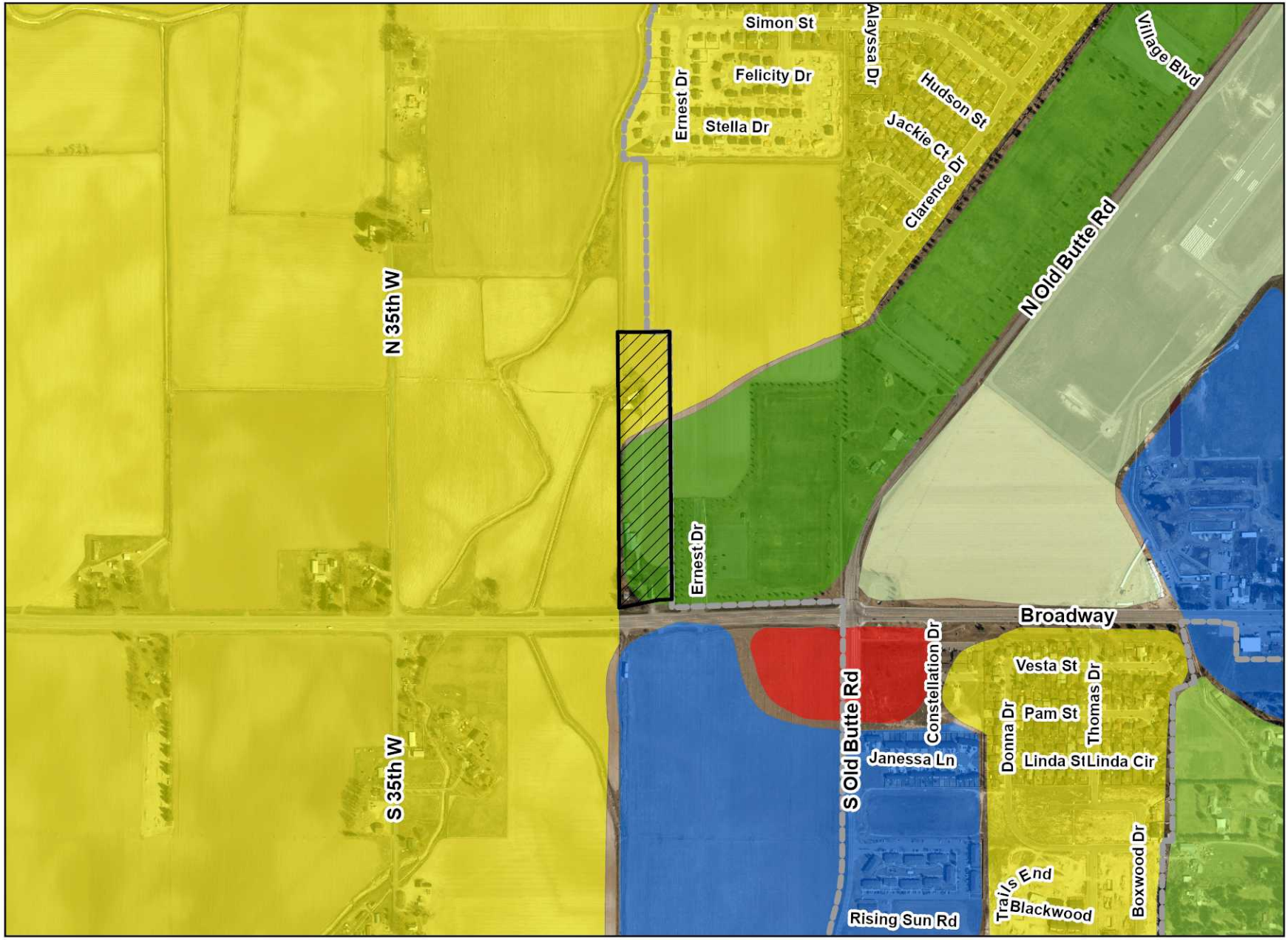

S 35th W
N 35th W
Ernest Dr
Ernest Dr
Stella Dr
Felicity Dr
Simon St
Capri Dr
Helix Blvd
S Old Butte Rd
Rising Sun Rd
Solar Flare Rd
Janessa Ln
Constellation Dr
Trails End
Murwood
Periska Way
Donna Dr
Linda St
Linda Cir
Pam St
Vesta St
Thomas Dr
Boxwood Dr
Broadway
Clarence Dr
Jackie Ct
Hudson St
Alayssa Dr
Cecil Pl
Shawna Ct
Lianne St
Agnes St
Dorothy St
N Old Butte Rd
Village Blvd
Bellin Cir
Mekle Ct
Eldorado St
Viva Dr
S Bellin Rd
Sunnyvale Way
N Bellin Rd
Mars St
Starlite Ave
Grandview Dr

Annexation and Initial Zoning

ANNX21-017 Annex and Initial Zoning R2 -Property west of Soccer Complex

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Parks and Recreation
- Public Facilities and Open Spaces
- Commercial
- Employment Centers
- Medical Services Centers
- Higher Education Centers
- Planned Transition
- Highway-related industrial
- Railroad-related industrial

Comprehensive Plan



IDAHO FALLS

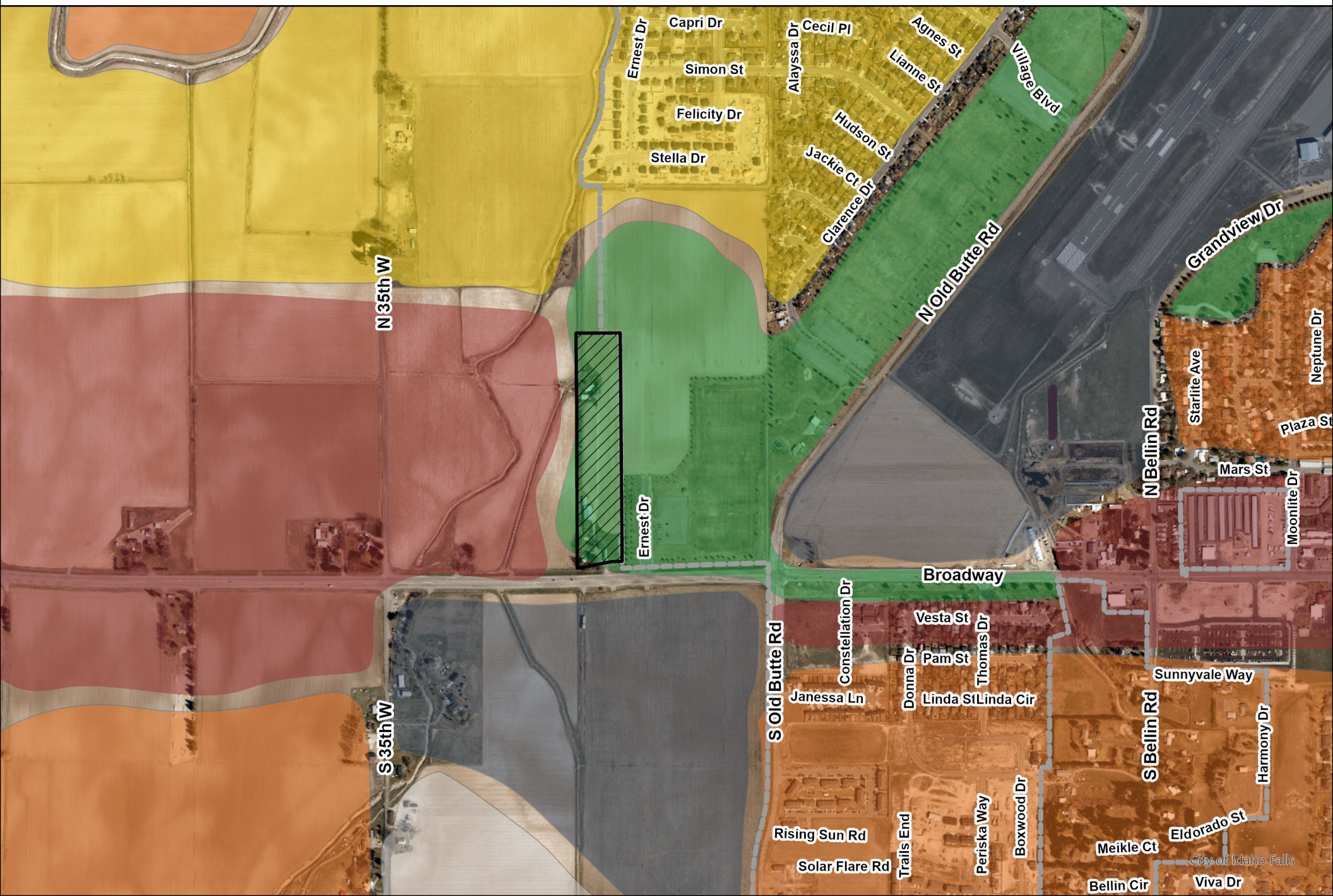
Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

N

Comprehensive Plan

ANNX21-017 - Initial Zoning: R2

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



ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 11.524 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL AND LIMITED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R2, Mixed Residential, and Limited Development Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Imagine IF Comprehensive Plan Land use designation "Natural and Open Space" and "Mixed Use Centers and Corridors" directly to the west; 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 Imagine IF Comprehensive Plan; and

WHEREAS, for consistency with the Imagine IF Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Natural and Open Space" and "Mixed Use Centers and Corridors;" and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 9, 2021, and recommended approval of zoning the subject property to R2 Zone with the Limited Development Airport Overlay Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 28, 2022.

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

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

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as R2 Zone with the Limited Development Airport Overlay Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned "R2 Zone" and "Limited Development" the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2022.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO

HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 11.524 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R2 ZONE WITH THE LIMITED DEVELOPMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

Kathy Hampton, City Clerk

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

Part of the west 1/2 of the east 1/2 of the southwest 1/4 of Section 15, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as:

Commencing at the west 1/16th corner of Section 15, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734" (CP&F Instrument No. 904719), from which the south 1/4 corner of said section, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734", bears S 89°51'22" E 1314.85 feet, the basis of bearings for this description;
Thence N 00°29'39" W 33.00 feet along the west line of the east 1/2 of the southwest 1/4 of said section to its intersection with the north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006)), said intersection being marked by a 5/8" rebar with cap inscribed "ITD LS 4734", said point being the POINT OF BEGINNING;
Thence N 00°29'39" W 1618.22 feet, continuing along said west line, to the northwest corner of Quit Claim Deed Instrument No. 1468083;
Thence N 89°30'22" E 310.00 feet along the north line of said quit claim to the northeast corner thereof which is also a corner of City of Idaho Falls Annexation Ordinance No. 3303;
Thence S 00°29'38" E 1617.89 feet along the east line of said quit claim and west lines of City of Idaho Falls Annexation Ordinance Nos. 3303 and 2574 to the southeast corner of said quit claim deed, said point also being on north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006));
Thence along said north right-of-way the following 2 courses:

1) S 87°57'48" W 99.39 feet
2) N 89°51'12" W 210.66 feet to the POINT OF BEGINNING.

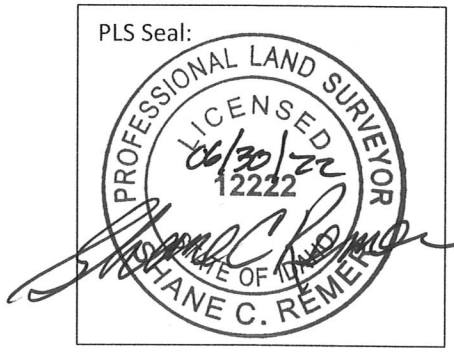
Containing 501,998 square feet or 11.524 acres.

Submitted by:
Firm Name: CORNERSTONE GEOMATICS, LLC
Contact Name: SHANE C. REMER
Phone Number: 208-390-8643
Email: shane@cornerstonegeomatics.com

*Overall Document Page Range to be completed by City

Overall Document Page Range: _____ of _____

PLS Seal:



ANNEXATION EXHIBIT FOR
HABITAT FOR HUMANITY

BEING PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4
SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN
BONNEVILLE COUNTY, IDAHO

ANNEXATION AREA BOUNDARY DESCRIPTION

Part of the west 1/2 of the east 1/2 of the southwest 1/4 of Section 15, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as:

Commencing at the west 1/16th corner of Section 15, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734" (CP&F Instrument No. 904719), from which the south 1/4 corner of said section, being marked by a 5/8" rebar and cap inscribed "ITD LS 4734", bears S 89°51'22" E 1314.85 feet, the basis of bearings for this description;
Thence N 00°29'39" W 33.00 feet along the west line of the east 1/2 of the southwest 1/4 of said section to its intersection with the north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006)), said intersection being marked by a 5/8" rebar with cap inscribed "ITD LS 4734", said point being the POINT OF BEGINNING;
Thence N 00°29'39" W 1618.22 feet, continuing along said west line, to the northwest corner of Quit Claim Deed Instrument No. 1468083;
Thence N 89°30'22" E 310.00 feet along the north line of said quit claim to the northeast corner thereof which is also a corner of City of Idaho Falls Annexation Ordinance No. 3303;
Thence S 00°29'38" E 1617.89 feet along the east line of said quit claim and west lines of City of Idaho Falls Annexation Ordinance Nos. 3303 and 2574 to the southeast corner of said quit claim deed, said point also being on north right-of-way of U.S. 20 (Federal Aid Project No. NH-F-6423(006));
Thence along said north right-of-way the following 2 courses:
1) S 87°57'48" W 99.39 feet
2) N 89°51'12" W 210.66 feet to the POINT OF BEGINNING.

Containing 501,998 square feet or 11.524 acres.

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

BASIS OF BEARINGS NOTE

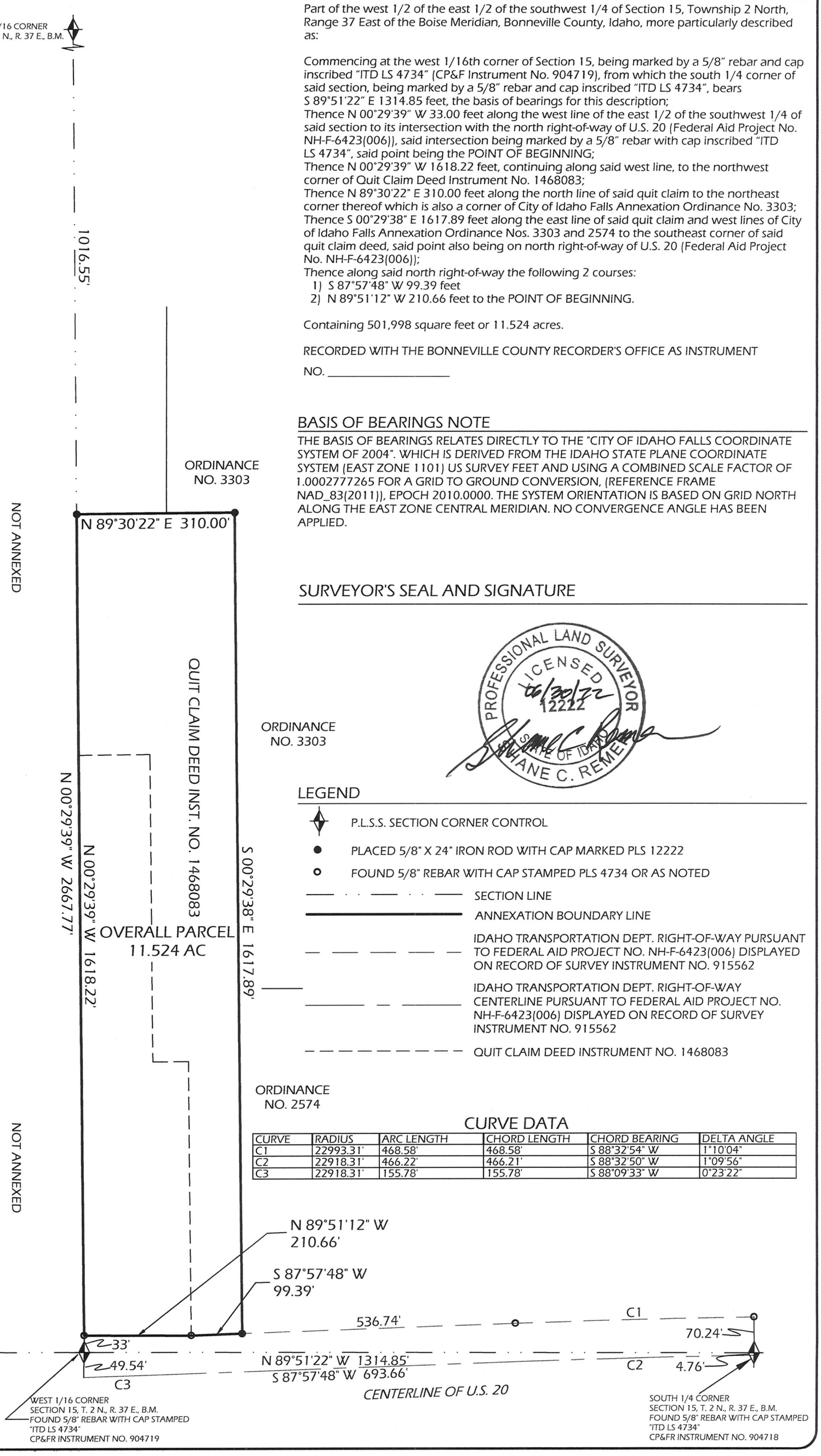
THE BASIS OF BEARINGS RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.0002777265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011)), 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 SEAL AND SIGNATURE

PROFESSIONAL LAND SURVEYOR
LICENSED
6/30/22
12222
STATE OF IDAHO
SHANE C. REMER

LEGEND

- P.L.S.S. SECTION CORNER CONTROL
- PLACED 5/8" X 24" IRON ROD WITH CAP MARKED PLS 12222
- FOUND 5/8" REBAR WITH CAP STAMPED PLS 4734 OR AS NOTED
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- IDAHO TRANSPORTATION DEPT. RIGHT-OF-WAY PURSUANT TO FEDERAL AID PROJECT NO. NH-F-6423(006) DISPLAYED ON RECORD OF SURVEY INSTRUMENT NO. 915562
- IDAHO TRANSPORTATION DEPT. RIGHT-OF-WAY CENTERLINE PURSUANT TO FEDERAL AID PROJECT NO. NH-F-6423(006) DISPLAYED ON RECORD OF SURVEY INSTRUMENT NO. 915562
- QUIT CLAIM DEED INSTRUMENT NO. 1468083



CURVE DATA

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C3	22918.31'	155.78'	155.78'	S 88°09'33" W	0°23'22"

GRAPHIC SCALE
0 100 200 400
SCALE: 1" = 200'

SHEET 1 OF SHEETS 1

DRAWN BY SCR
CHECKED BY SCR
PROJECT NO. 0624
DATE 01/31/2022

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"Commit to the Lord whatever you do, and He shall establish your plans."
PROVERBS 16:3

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G:\My Drive\Projects\0624 Habitat 4 Humanity\dwg\0624 Habitat 4 Humanity-Annexation.dwg

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R2, MIXED RESIDENTIAL AND LIMITED DEVELOPMENT AIRPORT OVERLAY ZONE, APPROXIMATELY 11.524 ACRES IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15, T 2N, R 37E, GENERALLY LOCATED NORTH OF BROADWAY, EAST OF N 35TH W, SOUTH OF STELLA DR, WEST OF OLD BUTTE RD.

WHEREAS, the applicant filed an application for annexation on October 4, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 9, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 28, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 11.524 acres generally located North of Broadway, East of N 35th W, South of Stella Dr, and West of Old Butte Rd.
3. The Imagine IF Comprehensive Plan designates this area as Natural and Open Space, with Mixed Use Centers and Corridors directly to the west.
4. The proposed zoning of R2 Zone is consistent with the Imagine IF Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. The Limited Development Airport Overlay Zone allows the same land uses and the R2 Zone.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to R2 and Limited Development Airport Overlay Zone.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

_____

Rebecca Casper - Mayor

Memorandum

File #: 21-573 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Friday, July 15, 2022
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East.

Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.982 acres for part of the SE ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its June 21, 2022, meeting and unanimously voted to recommend approval of the annexation with an initial zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

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

Fiscal Impact
NA

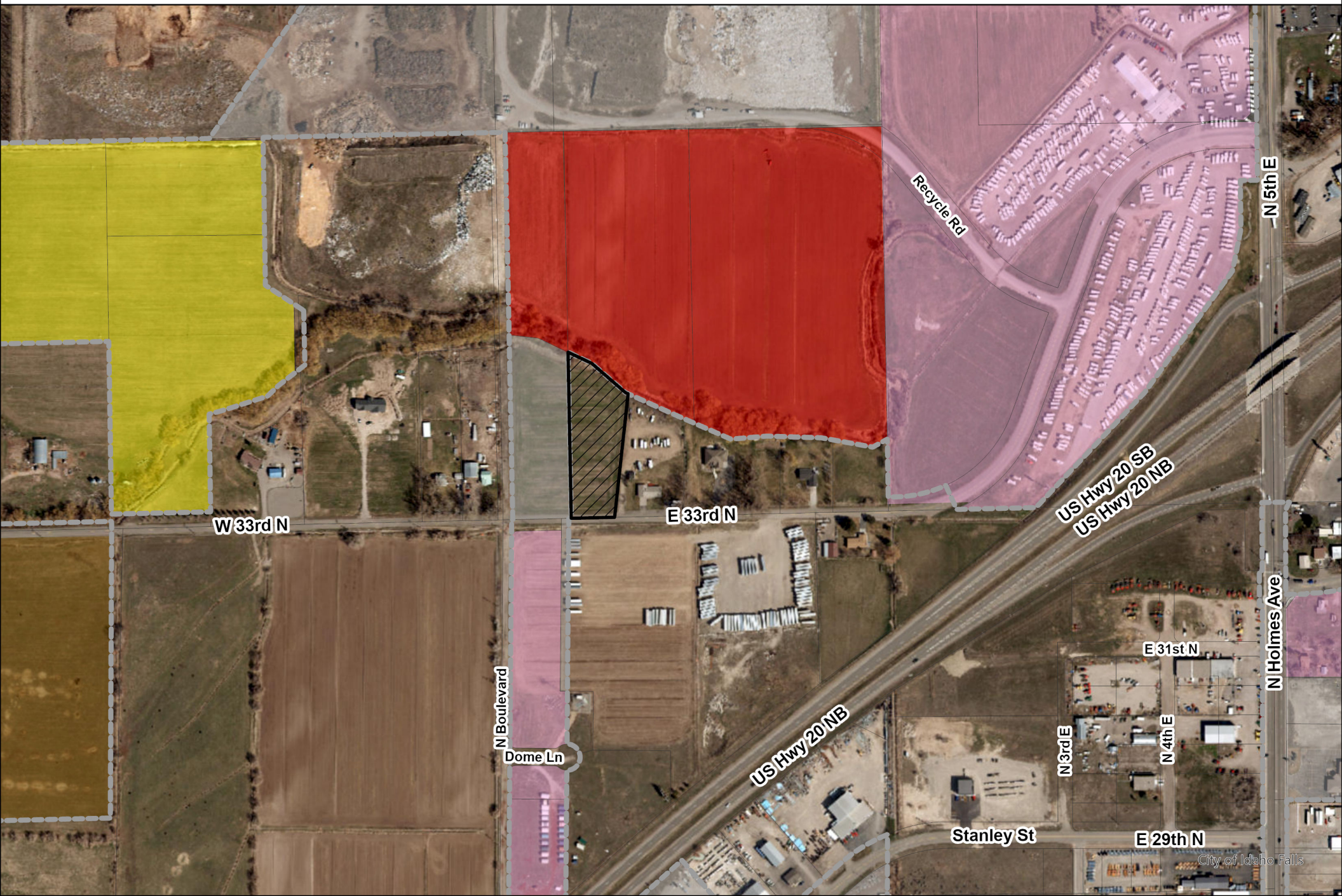
Legal Review
This application and ordinance have been reviewed by Legal pursuant to applicable law.

Zoning

ANNX22-008: Initial Zone - I&M

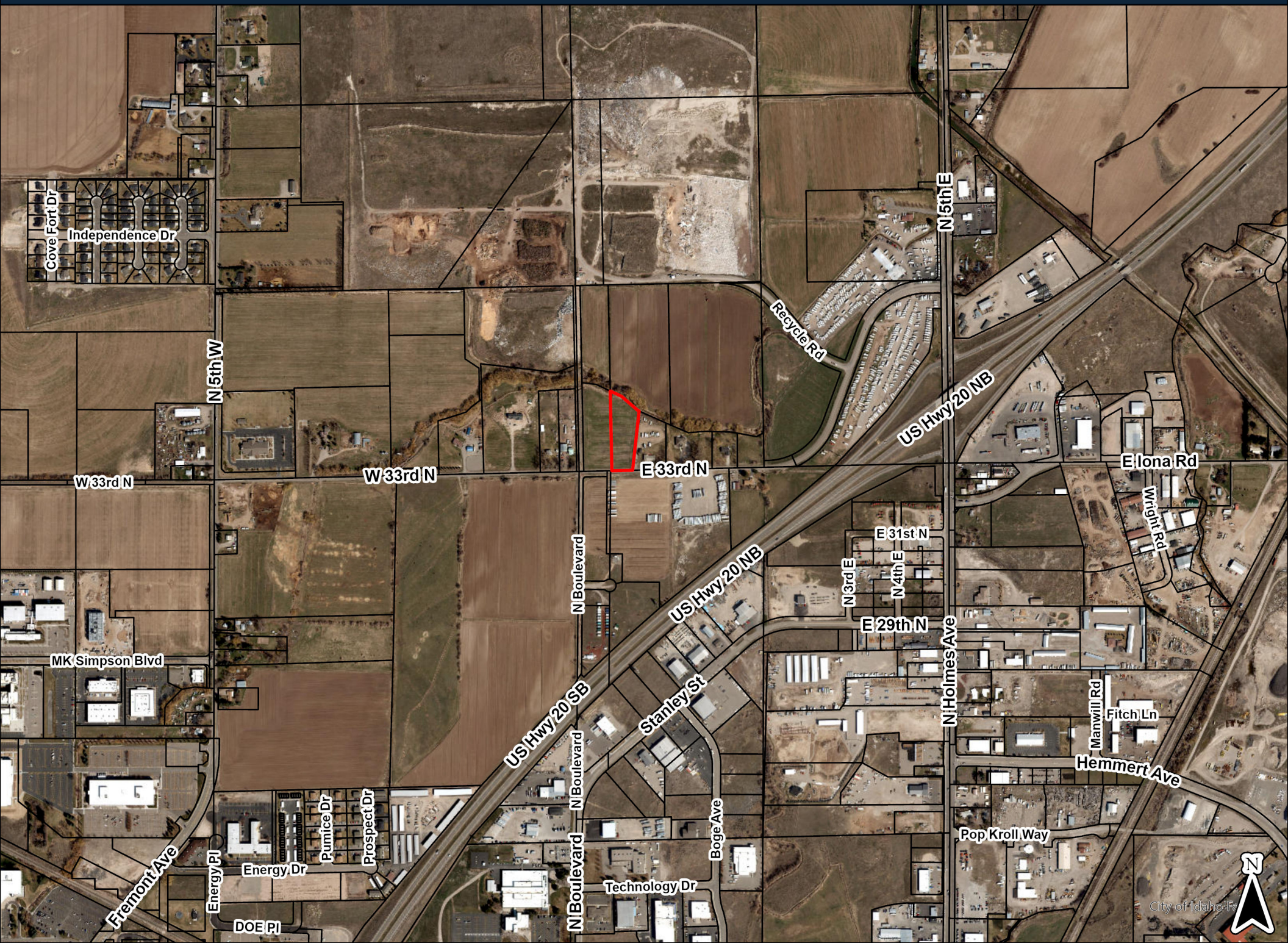
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

ANNX22-008: Initial Zone - I&M

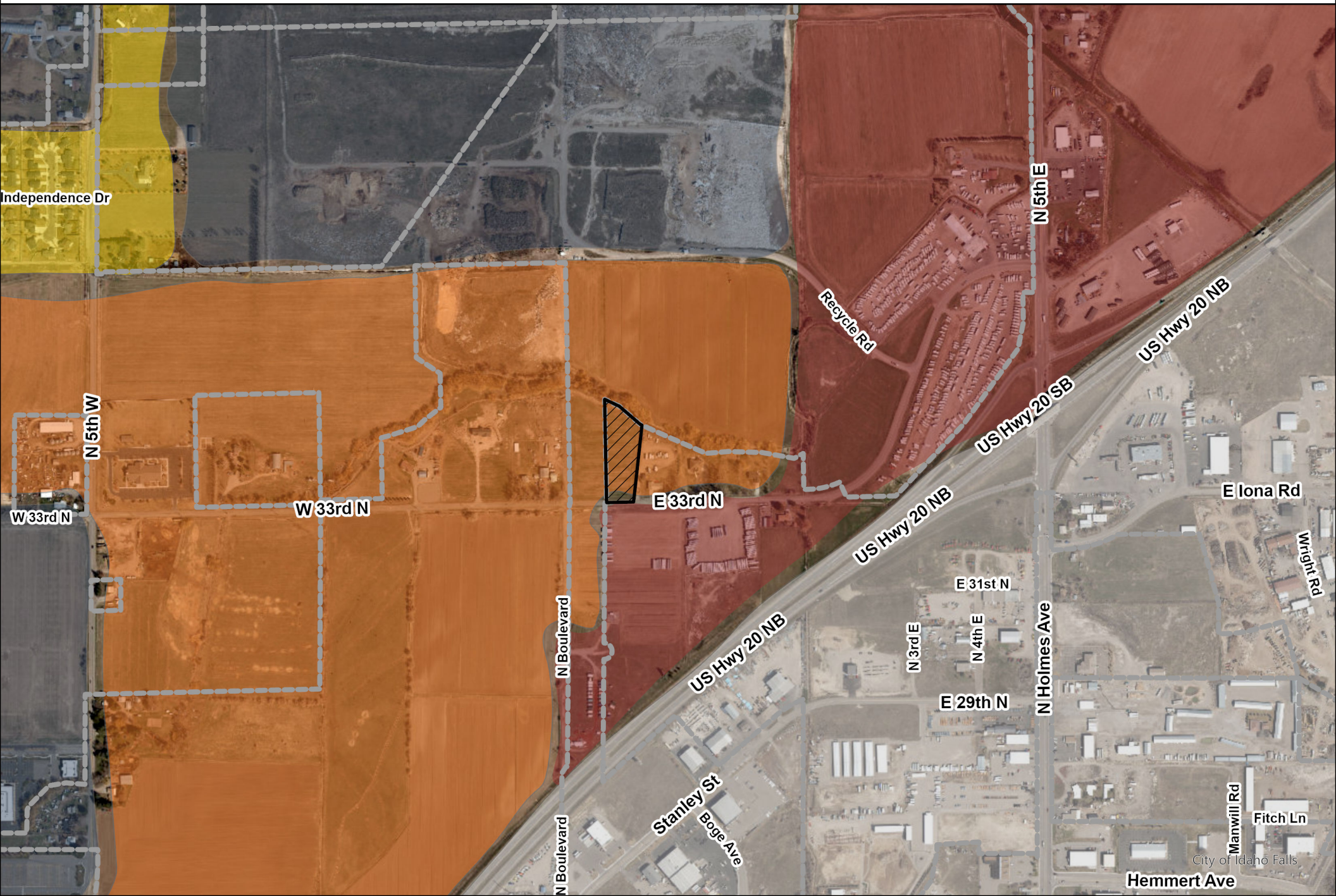


Comprehensive Plan

ANNX22-008: Initial Zone - I&M

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

N



STAFF REPORT

Annexation and Initial Zoning of I&M with Airport Overlay Controlled Development
Part of the SE 1/4 of Section 6, Township 2 North, Range 38 East
(Approximately 1.982 acres)
July 28, 2022

IDAHO FALLS

Community Development Services

Applicant: Ellsworth & Associates, PLLC

Project Manager: Kerry Beutler

Location: North of E 33rd N, east of N 5th W, south of Recycle Rd, west of N 5th E.

Size: Approx. 1.982 acres

Zoning:
Existing: County A-1
North: LC
South: HC/County C-2
East: County A-1
West: I&M

Proposed Zoning: I&M

Existing Land Uses:
Site: Vacant/Agricultural
North: Agricultural
South: Commercial
East: Residential/ RV Storage
West: Vacant/Agricultural

Future Land Use Map: General Urban/ Mixed Use Centers and Corridors

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

Requested Action: To **approve** the annexation and initial zoning of I&M, Industrial and Manufacturing, with Airport overlay Controlled Development Zones to the Mayor and City Council.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of I&M as it is consistent with the zoning of the adjacent parcel under the same ownership.

History: This property is under the same ownership as the property immediately to the west. The property to the west was annexed in March of 1992 and zoned M-1, Manufacturing. The property was zoned M-1 until the City-wide zone change in April of 2018 when it was zoned I&M.

Staff Comments: This area is a mix of larger county residential lots, agriculture, heavy commercial and industrial uses. 33rd North is classified as a minor arterial road and intended to be a major east/west connection between N 5th West and N 5th East (Holmes Avenue/Lewisville Highway).

The Imagine IF Comprehensive Plan identifies this area as being within the General Urban transect. The Comprehensive Plan identifies the area east and south of this property as Mixed Use Centers and Corridors. This area is transitioning with more interest being in mixed commercial uses and higher intensity residential uses.

Annexation: This is a category "A" Annexation as it is requested by the property owner. The property is within the Area of Impact and contiguous to the city limit on both the north and west. Annexation of the property is consistent with the City's Comprehensive Plan. City utilities are present in the immediate area to provide services to this property.

Initial Zoning: The proposed zone is I&M, Industrial and Manufacturing. The I&M designation is not consistent with the Comprehensive Plan designation of General Urban. The 1.982 acres is small for typical uses in within the I&M Zone. As mentioned, this property is under the same ownership as the parcel to the west which is currently zoned I&M. The two parcels together total over 4.5 acres which is more conducive to a I&M Zoning designation. Staff would not recommend a parcel under the same ownership having two zoning designations. It creates challenges to development, enforcement, property usage, etc. The property to west was annexed for manufacturing uses in 1992.

This area is currently a mix of land uses and zoning designations. To the north is the Hatch Pit. Immediately south is a trucking yard that has been developed in the county. Other properties in this area are generally zoned heavy commercial or industrial.

Continued onto next page

While the I&M Zone is not ideal it is practical due to the existing conditions in the area. The I&M Zone has the largest buffering requirements from single unit residential, requiring a 30-foot landscape buffer or a 20-foot landscape buffer with and 8-foot fence. The I&M Zone will also require a 15-foot landscape buffer adjacent to 33rd North. The I&M Zone also has a 30-foot setback requirement for uses in this zone when placed next to residential uses.

Comprehensive Plan Policies:

Challenges to Growth (p.56-58):
The cost of maintaining infrastructure, limited natural resources and overall capacity to provide all City services and utilities are immediate issues facing the Idaho Falls area. These all have related land use implications and various growth patterns have consequences. A city's growth policies can lead to sprawling boundaries with more maintenance and service needs than funds available to meet them, overcrowded areas with too little open space, or some balance between the two.

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

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

Managing Change (p. 58-59):
Although the City needs to rethink how it grows and develops, it must also be cognizant of how change can cause concerns in existing neighborhoods. That is not to say that neighborhoods should never expect to experience changes. Strong Towns, a non-profit planning organization, describes the balance in these terms:
1. No neighborhood can be exempt from change.
2. No neighborhood should experience sudden, radical change.

The policies and actions in this plan are intended to strike this balance. In each area and throughout the city, residents also participated in the planning process they recognized the need for improvements and saw the challenges the City is facing. Each neighborhood has its own challenges and opportunities to be part of the solutions.
Degrees of change:
1. Maintain: Smaller, more incremental changes, mostly reinforcing the exiting scale of an area.
2. Evolve: Opportunities for small-to medium-sized public and private investments or projects. Minor changes in scale. Opportunity sites should be targeted.
3. Transform: Opportunities for larger scale changes, such as a significant increase in scale and possible mix of uses. The changes are more likely to be widespread and not on focused sites.

Each of these degrees of change can be found in the Imagine IF plan. Whether it is City-wide code changes, identifying potential walkable centers and redevelopment sites, or thinking about adding benches along pedestrian routes, change is recommended in a variety of ways. The changes are not radical, abrupt

changes to Idaho Falls' character. Rather, most are small, incremental changes designed to bring about the vision described by the community during the planning process.

Urban Transects (p.60-61):
Visualizing and Planning for Land Uses and Service Levels Idaho Falls provides a wide variety of services and infrastructure for its residents, property owners and business community. Services such as water, sewer, power, fiber optics, streets, pathways, parks and recreation centers, police, fire, trash removal, library and transit are all examples of amenities provided and funded through the City government. Because land uses, activity levels and service demands vary across the City, not every part of the City has the same access to the same services. To be fiscally responsible, cities allocate such infrastructure according to how fully it is needed and how likely to be used, based on present and potential future land uses. By examining an area's current or anticipated use, it is possible to classify the area's level of need for services. Transect designations are applied to the land use map in broad generalized areas and attempting to capture existing patterns and reflect anticipated development patterns.

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



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

Zoning Ordinance:
11-3-7: PURPOSE OF INDUSTRIAL ZONES
(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations.

11-3-8: STANDARDS FOR INDUSTRIAL ZONES

(A) Dimensional Standards. Table 11-3-7 Dimensional Standards for the LM and I&M Zones shall be used for determining the minimum site area, minimum setbacks, maximum building height and maximum lot and building coverage in that Zone.

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

(Ord. 3233, 12-20-18)

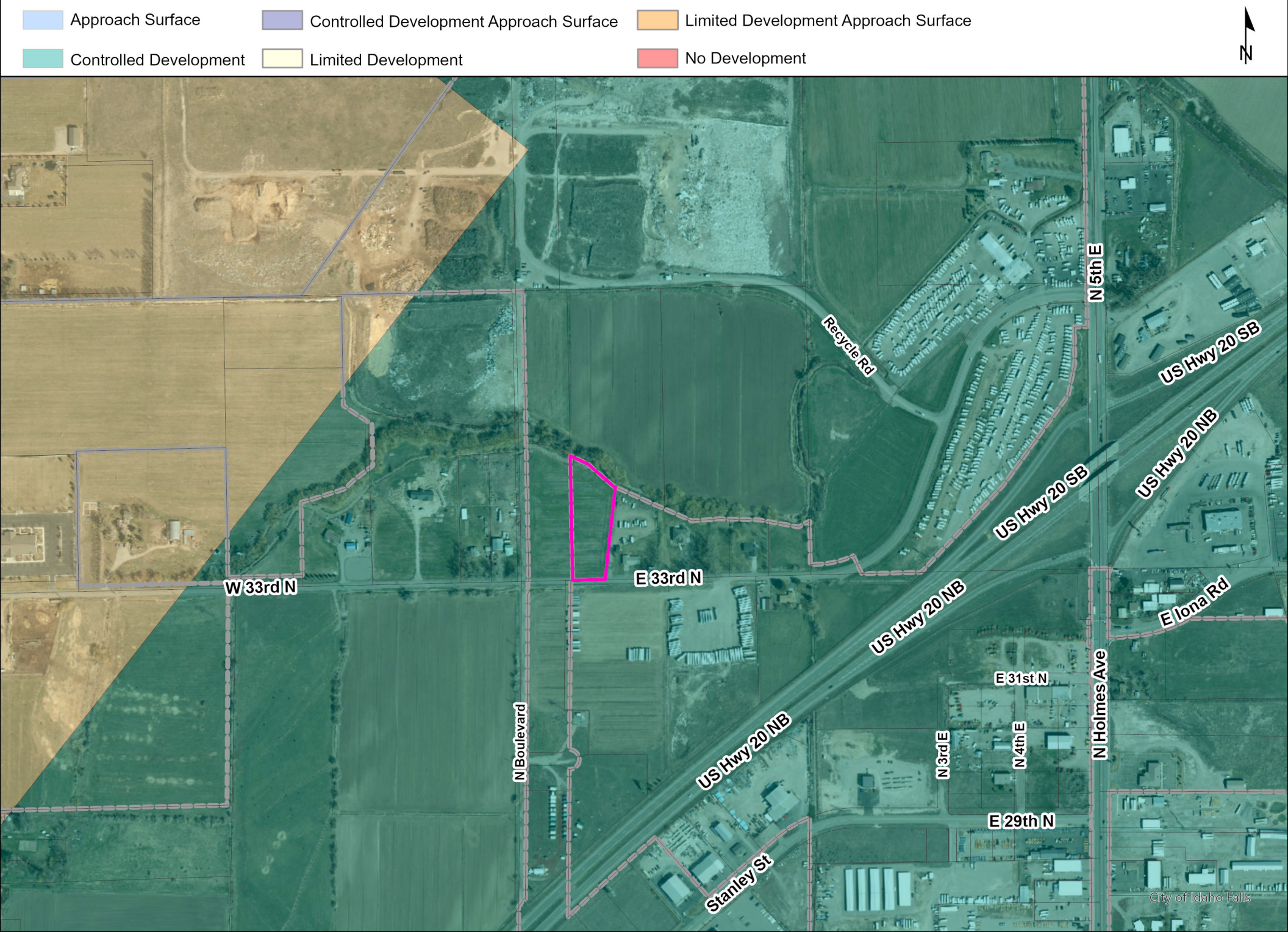
(1) In the LM and I&M Zones, a setback of thirty feet (30') shall be provided from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or from land designated for low or higher density residential in the City's Comprehensive Plan.

(2) Any structure with a height greater than thirty feet (30') shall be set back seventy-five feet (75') from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or land designated for low or higher density residential in the City's Comprehensive Plan, unless approved as a conditional use by the Planning Commission, as set forth in Section 11-6-5B.

(3) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.

Airport Compatible Land Use

ANNX22-008: Initial Zone - I&M



June 21, 2022 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Lindsey Romankiw, Kristi Brower, Arnold Cantu, Brent, Dixon, Glen Ogden (via Webex - late)

MEMBERS ABSENT: Joanne Denney, Margaret Wimborne, George Morrison

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

CALL TO ORDER: Lindsey Romankiw called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: Items 2 and 3 have been postponed until August 2, 2022 (Plat 22-019; PUD 22-001). Kirkham clarified that the applicant requested to have the item removed from the Agenda

MINUTES: Dixon moved accept the minutes of June 7, 2022 with the correction requested Cantu seconded the motion, and the motion passed unanimously.

Public Hearing(s):

1. ANNX 22-008:" ANNEXATION/INITIAL ZONING. Annexation of 2.068 Acres with Initial Zoning of I&M.

Romankiw opened the public hearing.

Applicant: Steve Ellsworth, Ellsworth and Associates, 253 1st Street, Idaho Falls, Idaho. Ellsworth is requesting annexation of county ground located on 33rd North, south of the Hatch Pit. Ellsworth stated that the property is just under two acres and is contiguous to a 2.7-acre parcel to the west zoned I&M owned by the applicant.

Beutler presented the staff report a part of the record.

Dixon asked about the Hatch Pit zone. Beutler stated that the Hatch Pit is zoned I&M. Dixon asked about the C1 in the County. Beutler indicated that the trucking business is a County C2 designation. Dixon listed the different City Zones in the area and concluded that there is not an identity in this area. Beutler agreed and stated that the purpose of the Comprehensive Plan and designating it General Urban was to formulate that identity as things annex, but this area is a mix. Dixon asked if the Hatch Pit has a long life ahead or is it near closure. Beutler stated that they do not have a time frame from the County, and it should be viable for the immediate future.

No one appeared in support or opposition.

Romankiw closed the public hearing.

Cantu moved to recommend to the Mayor and City Council approval of the Annexation of 1.9 acres part of the SE ¼ of Section 6, Township 2 North, Range 38 East, with initial zoning of I&M with Airport Overlay Controlled Development, Brower seconded the motion and it 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 1.982 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2022.

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.982 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."

_____
Kathy Hampton, City Clerk

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

Commencing at the South 1/4 corner of Section 6, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N.88°41'44"E. along the Section line 233.00 feet to the Southeast corner of Ordinance 2054; thence N.01°08'35"W. along said Ordinance 2054 a distance of 25.00 feet to the TRUE POINT OF BEGINNING; running thence N.01°08'35" W. along said Ordinance 542.33 feet to the South line of Ordinance 3404; thence S.64°43'46"E. along said South line 89.45 feet; thence S.49°06'01"E. along said South line 152.63 feet; thence S.65°49'46"E. along said South line 9.60 feet; thence S.06°12'16"W. 399.08 feet; thence S.88°41' 44"W. 151.10 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 86,326 Sq. Ft. or 1.982 acres.

Submitted by:

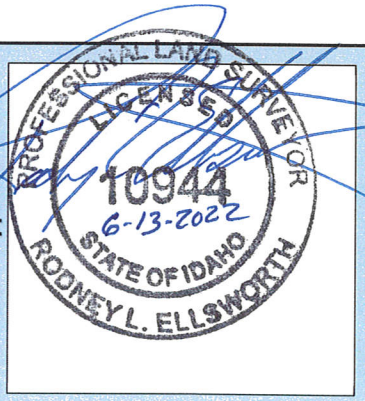
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

PLS Seal:



ORIGINAL

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE SE 1/4, SEC. 6, T. 2 N., R. 38 E. B.M

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

ANNEXATION
ORDINANCE
_____

BOUNDARY DESCRIPTION

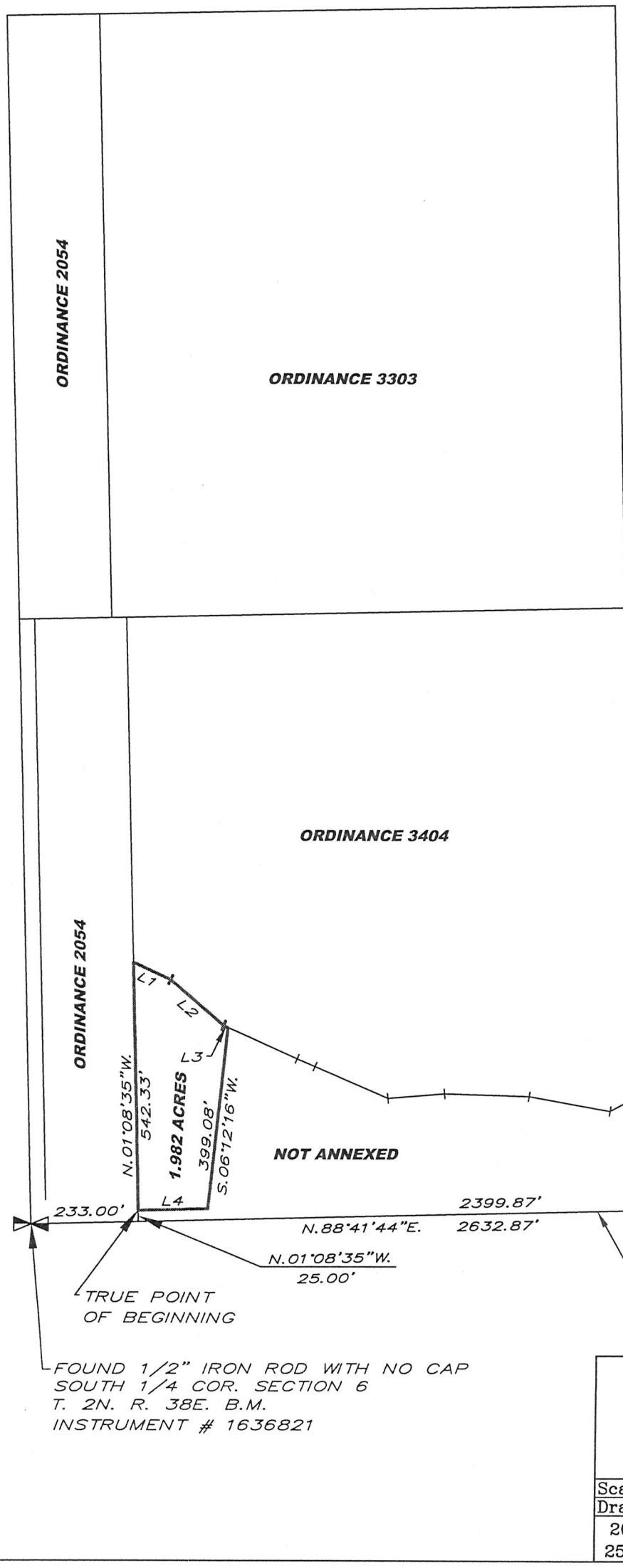
Commencing at the South 1/4 corner of Section 6, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N.88°41'44"E. along the Section line 233.00 feet to the Southeast corner of Ordinance 2054; thence N.01°08'35"W. along said Ordinance 2054 a distance of 25.00 feet to the TRUE POINT OF BEGINNING; running thence N.01°08'35"W. along said Ordinance 542.33 feet to the South line of Ordinance 3404; thence S.64°43'46"E. along said South line 89.45 feet; thence S.49°06'01"E. along said South line 152.63 feet; thence S.65°49'46"E. along said South line 9.60 feet; thence S.06°12'16"W. 399.08 feet; thence S.88°41'44"W. 151.10 feet to the TRUE POINT OF BEGINNING.

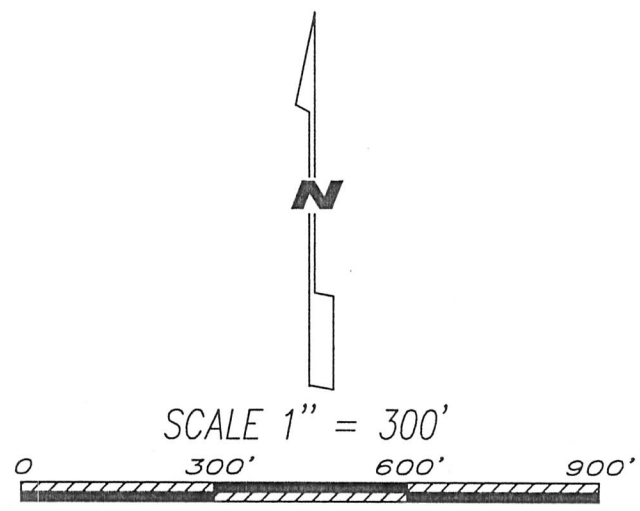
CONTAINING: 86,326 Sq. Ft. or 1.982 acres.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS

INSTRUMENT NO. _____

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.64°43'46"E.	89.45'
L2	S.49°06'01"E.	152.63'
L3	S.65°49'46"E.	9.60'
L4	S.88°41'44"W.	151.10'







ANNEXATION **ERIC BURKE** PART OF THE SE 1/4 OF SECTION 6 T. 2 N., R. 38 E. B.M. BONNEVILLE COUNTY, IDAHO		Job No. **2244** Sht. 1 of 1
Scale: 1" = 300'	Date: APRIL, 2022	
Drawn By: S.D.E.	Cadfile: BURKE ANNEXATION	

208 522 5414 Fax 208 523 2614
253 1st Street, Idaho Falls, ID. 83401

Ellsworth & Associates PLLC

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 1.982 ACRES NORTH OF E 33RD N, EAST OF N 5TH W, SOUTH OF RECYCLE RD, WEST OF N 5TH E

WHEREAS, the applicant filed an application for annexation on May 2, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 21, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 28, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.982 acres generally located north of E 33rd N, east of N 5th W, south of Recycle Rd, west of N 5th E.
3. This is a category "A" Annexation as it is requested by the property owner.
4. This property is within the city's area of impact and is contiguous on both the north and west.
5. The Comprehensive Plan designates this area as General Urban.
6. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 21-574 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Friday, July 15, 2022
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 1.982 acres for Part of the SE ¼ of Section 6, Township 2 North, Range 38 East.

Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Assign a Comprehensive Plan Designation of "General Urban" and approve the Ordinance establishing the initial zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

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

Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.982 acres for Part of the SE ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its June 21, 2022, meeting and unanimously voted to recommend approval of I&M with Controlled Development Airport Overlay Zones. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

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

Fiscal Impact
NA

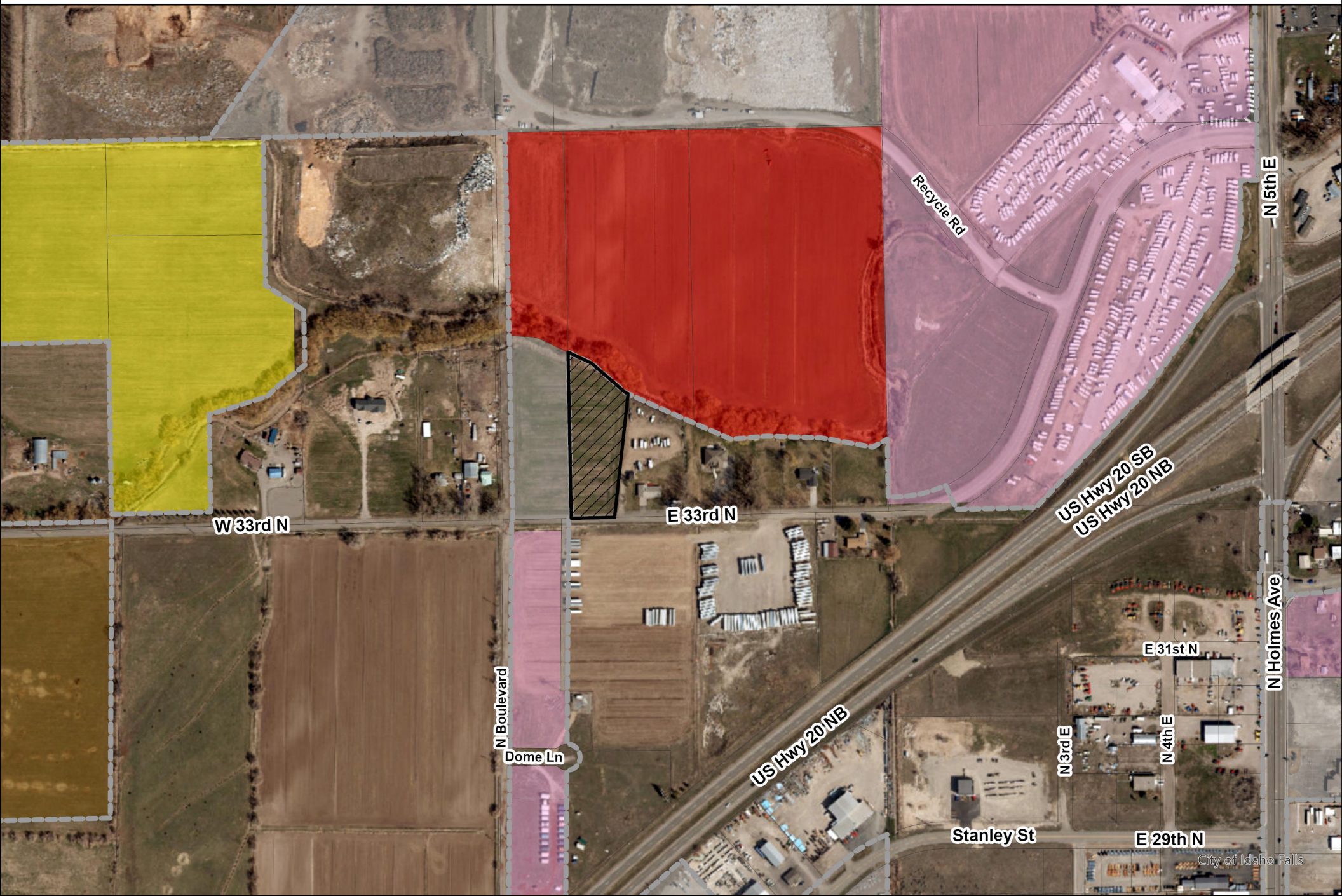
Legal Review
This application and ordinance have been reviewed by the City Attorney pursuant to applicable law.

Zoning

ANNX22-008: Initial Zone - I&M

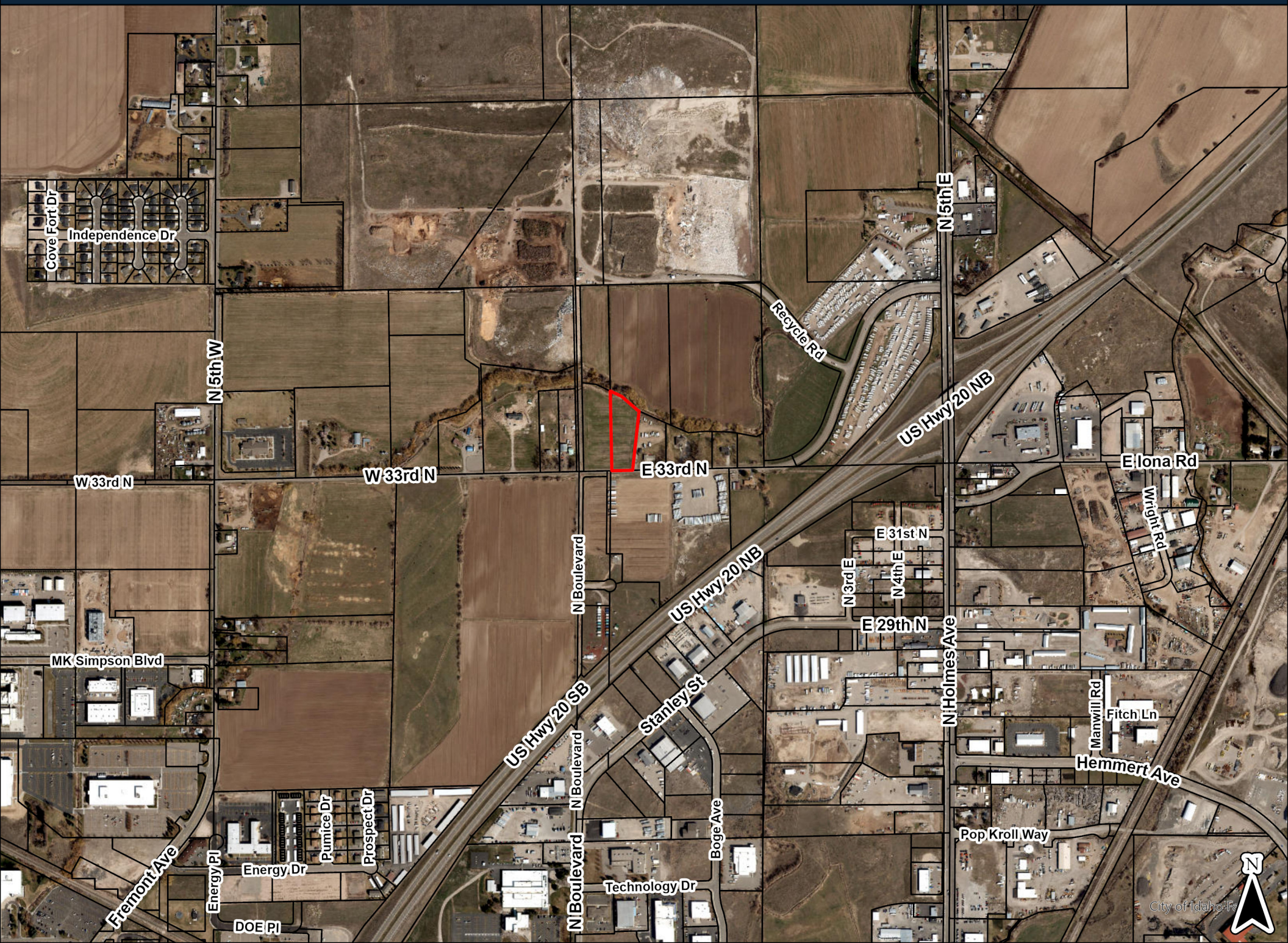
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

ANNX22-008: Initial Zone - I&M

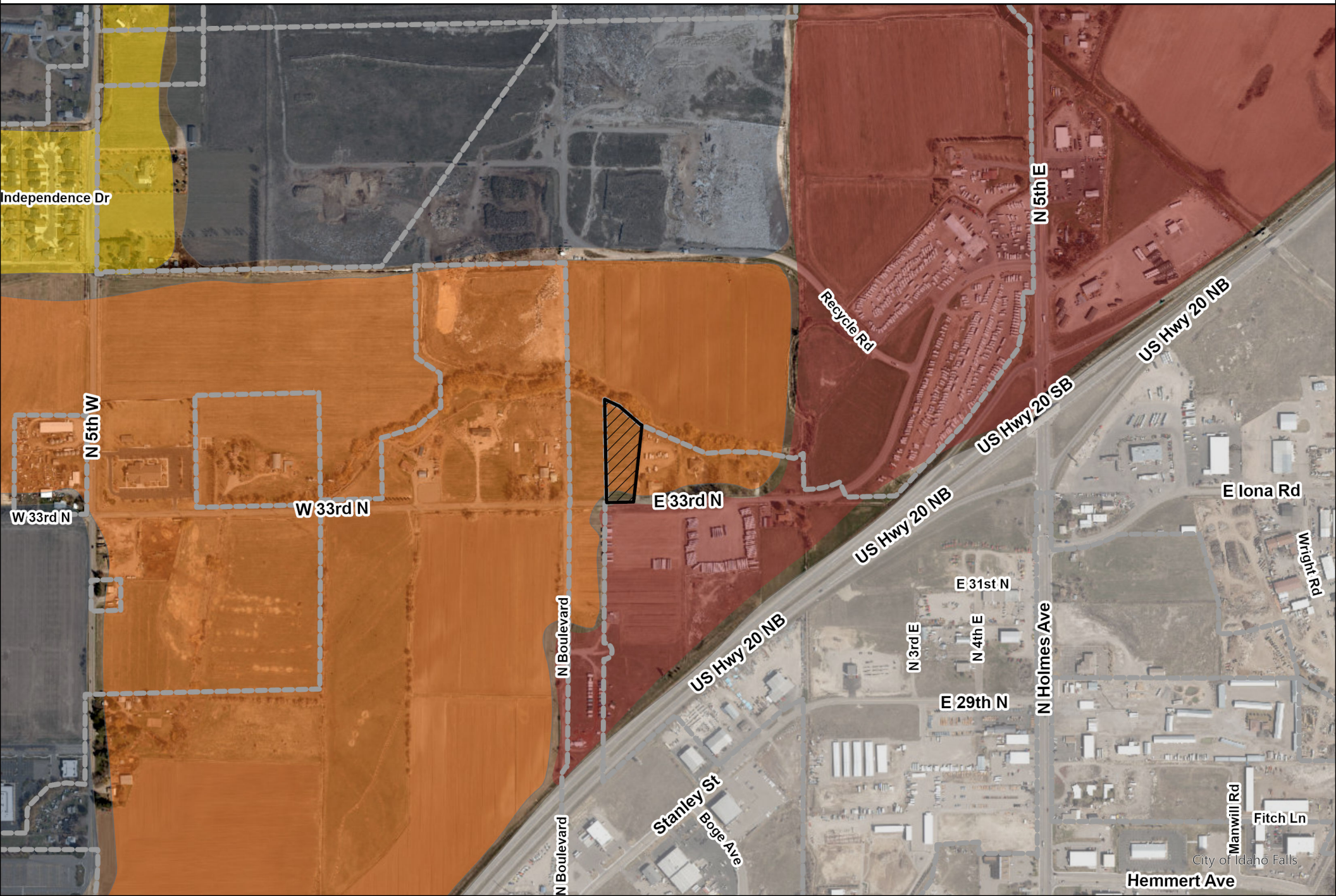


Comprehensive Plan

ANNX22-008: Initial Zone - I&M

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

N



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 1.982 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is I&M, Industrial and Manufacturing and Controlled Development Airport Overlay Zone for such annexed lands is not consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "General Urban" but is consistent with adjacent zoning of a parcel under the same ownership; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on June 21, 2022, and recommended approval of zoning the subject property to I&M Zone with the Controlled Development Airport Overlay Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 28, 2022.

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

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

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as I&M 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 "I&M Zone" and "Controlled Development" the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2022.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.982 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS I & M ZONE WITH THE CONTROLLED DEVELOPMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Kathy Hampton, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Commencing at the South 1/4 corner of Section 6, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N.88°41'44"E. along the Section line 233.00 feet to the Southeast corner of Ordinance 2054; thence N.01°08'35"W. along said Ordinance 2054 a distance of 25.00 feet to the TRUE POINT OF BEGINNING; running thence N.01°08'35" W. along said Ordinance 542.33 feet to the South line of Ordinance 3404; thence S.64°43'46"E. along said South line 89.45 feet; thence S.49°06'01"E. along said South line 152.63 feet; thence S.65°49'46"E. along said South line 9.60 feet; thence S.06°12'16"W. 399.08 feet; thence S.88°41' 44"W. 151.10 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 86,326 Sq. Ft. or 1.982 acres.

Submitted by:

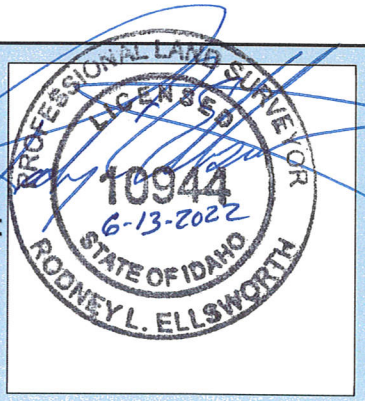
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

PLS Seal:



ORIGINAL

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE SE 1/4, SEC. 6, T. 2 N., R. 38 E. B.M

CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

ANNEXATION
ORDINANCE
_____

BOUNDARY DESCRIPTION

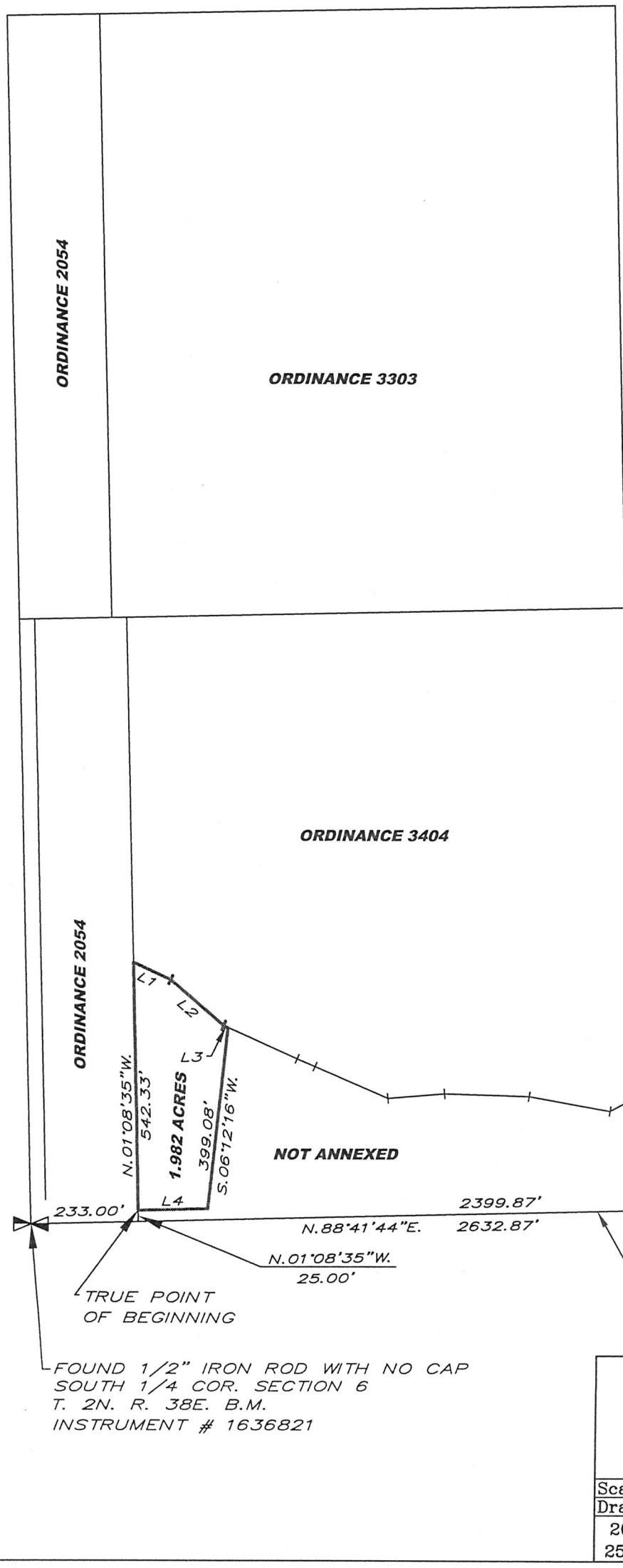
Commencing at the South 1/4 corner of Section 6, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N.88°41'44"E. along the Section line 233.00 feet to the Southeast corner of Ordinance 2054; thence N.01°08'35"W. along said Ordinance 2054 a distance of 25.00 feet to the TRUE POINT OF BEGINNING; running thence N.01°08'35"W. along said Ordinance 542.33 feet to the South line of Ordinance 3404; thence S.64°43'46"E. along said South line 89.45 feet; thence S.49°06'01"E. along said South line 152.63 feet; thence S.65°49'46"E. along said South line 9.60 feet; thence S.06°12'16"W. 399.08 feet; thence S.88°41'44"W. 151.10 feet to the TRUE POINT OF BEGINNING.

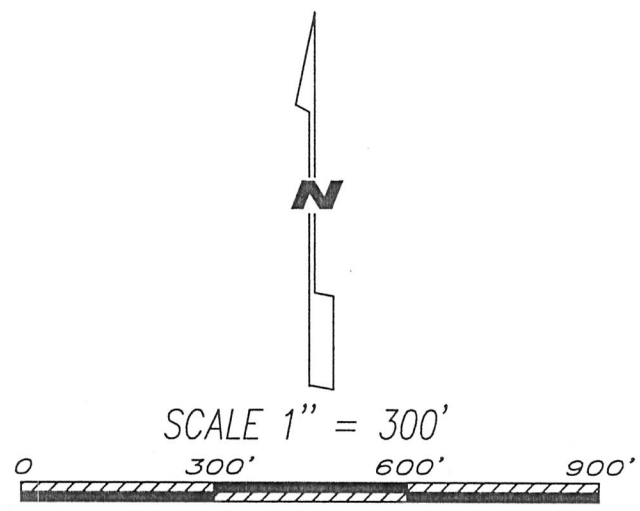
CONTAINING: 86,326 Sq. Ft. or 1.982 acres.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS

INSTRUMENT NO. _____

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.64°43'46"E.	89.45'
L2	S.49°06'01"E.	152.63'
L3	S.65°49'46"E.	9.60'
L4	S.88°41'44"W.	151.10'







ANNEXATION **ERIC BURKE** PART OF THE SE 1/4 OF SECTION 6 T. 2 N., R. 38 E. B.M. BONNEVILLE COUNTY, IDAHO		Job No. **2244** Sht. 1 of 1
Scale: 1" = 300'	Date: APRIL, 2022	
Drawn By: S.D.E.	Cadfile: BURKE ANNEXATION	

208 522 5414 Fax 208 523 2614
253 1st Street, Idaho Falls, ID. 83401

Ellsworth & Associates PLLC

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF I&M, INDUSTRIAL AND MANUFACTURING, WITH CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONES OF APPROXIMATELY 1.982 ACRES NORTH OF E 33RD N, EAST OF N 5TH W, SOUTH OF RECYCLE RD, WEST OF N 5TH E

WHEREAS, the applicant filed an application for annexation on May 2, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 21, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 28, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.982 acres generally located north of E 33rd N, east of N 5th W, south of Recycle Rd, west of N 5th E.
3. The Comprehensive Plan identifies this area as being within the General Urban transect.
4. This property is under the same ownership as the property immediately to the west, which is zoned I&M.
5. The proposed initial zoning of I&M is consistent with the zoning of the adjacent parcel under the same ownership.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning of I&M.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 21-572 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Thursday, July 14, 2022
DEPARTMENT: Community Development Services

Subject
Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Cassiopeia Townhomes.

Council Action Desired

☐ Ordinance ☐ Resolution ☒ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Planned Unit Development for Cassiopeia Townhomes as presented (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Cassiopeia 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 PUD and Reasoned Statement of Relevant Criteria and Standards for Cassiopeia Townhomes. On April 5, 2022, the Planning and Zoning Commission unanimously voted to recommend approval of the PUD as presented. Staff concurs with Planning and Zoning's recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

Interdepartmental Coordination

The PUD plan has been reviewed by Engineering, Fire, Parks, Planning, Sanitation, Sewer, and Water Divisions.

Fiscal Impact

NA

Legal Review

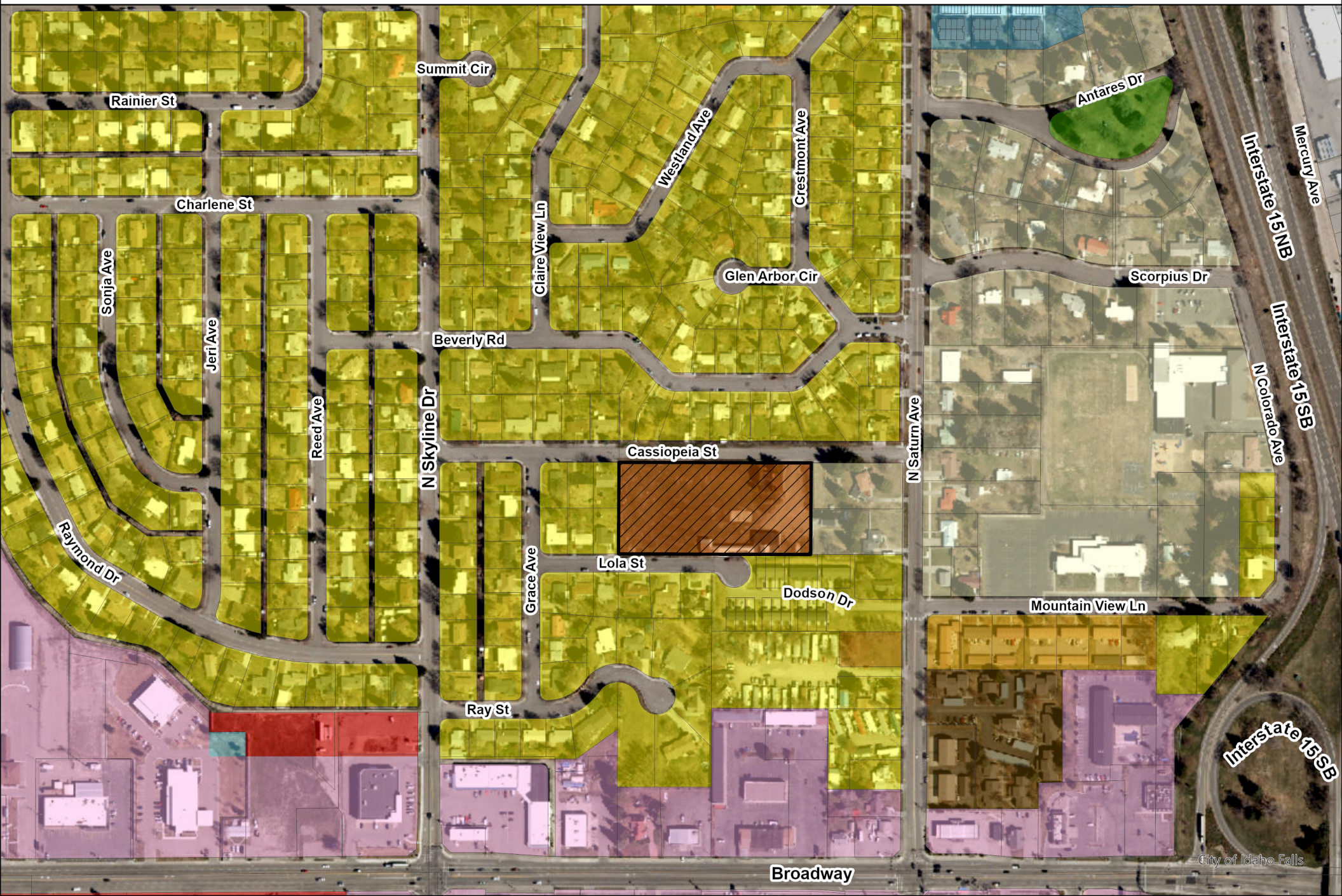
This application has been reviewed by the City Attorney pursuant to applicable law.

Zoning

PUD21-007

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



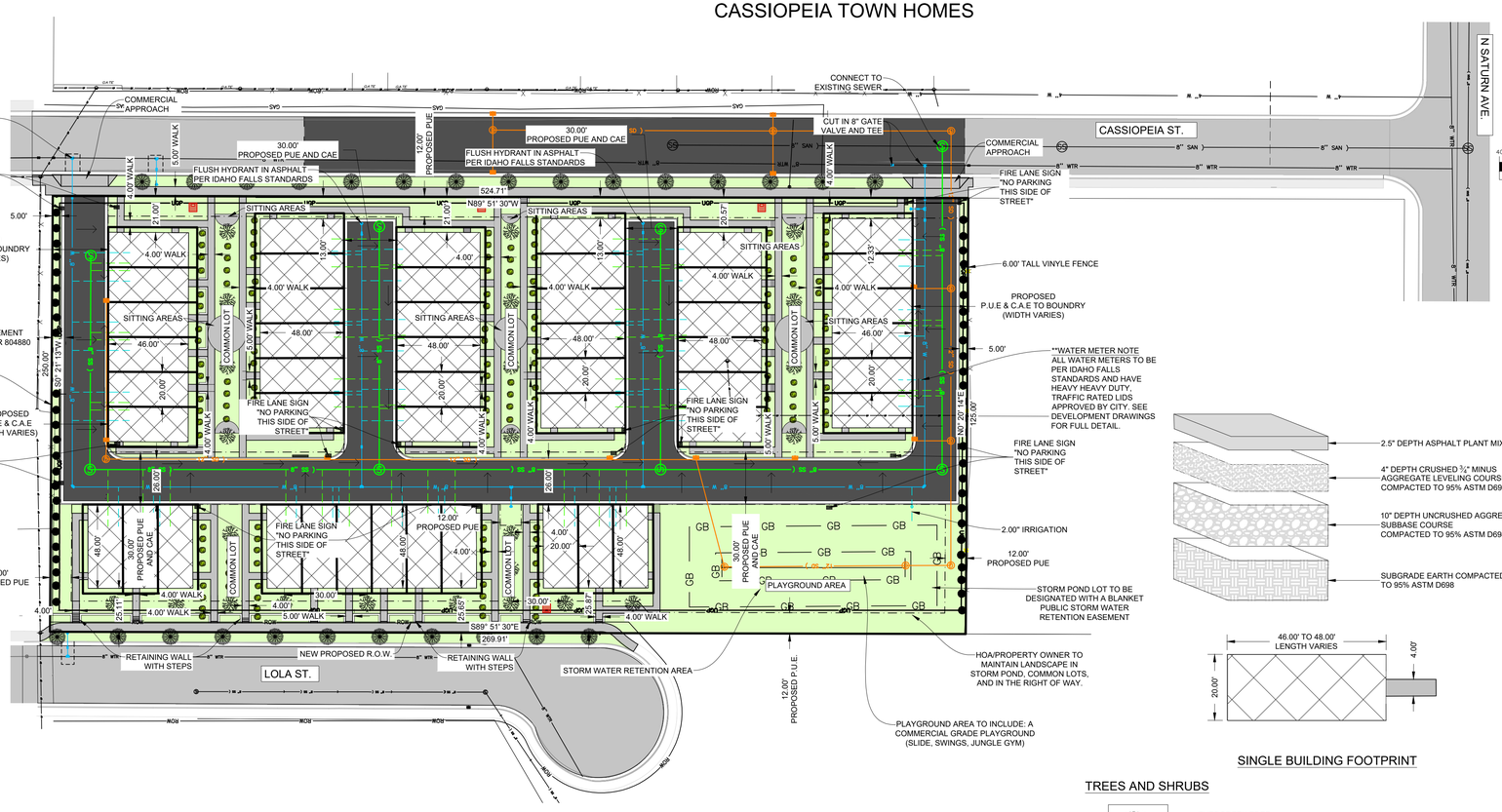
Aerial

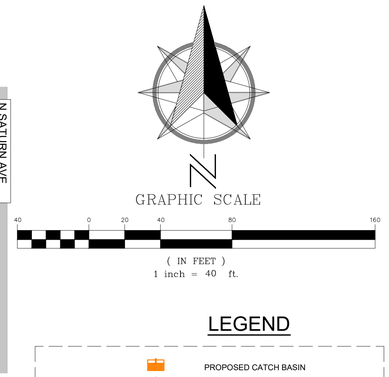
PUD21-007



PUD CONCEPT FOR:

CASSIOPEIA TOWN HOMES



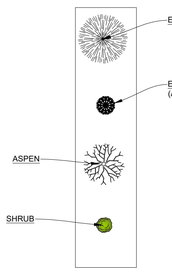


LEGEND

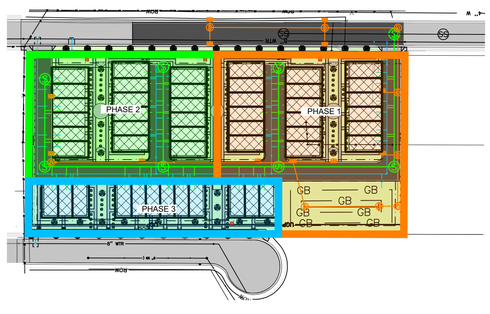
- PROPOSED CATCH BASIN
- EXISTING CATCH BASIN
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- EXIST. POWER POLE
- EXIST. POWER POLE
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- PROPOSED STORM DRAIN MANHOLE
- EXIST. SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- DIRECTION OF PROPOSED SLOPE
- EXIST. CURB & GUTTER
- PROPOSED CURB & GUTTER
- PROPERTY LINE
- GRADE BREAK
- EASEMENT LINE
- SECTION LINE
- EXIST. FENCE LINE
- PROPOSED FENCE
- EXISTING OVERHEAD POWER
- PROPOSED UNDERGROUND POWER
- EXISTING TELEPHONE
- PROPOSED UNDERGROUND TELEPHONE
- EXIST. SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- EXIST. WATERLINE
- PROPOSED STORM DRAINLINE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED WATER SERVICE
- EXISTING WATER LINE
- EXISTING GAS SERVICE
- EXISTING MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED CONCRETE
- EXISTING CONCRETE
- PROPOSED BUILDINGS
- PROPOSED LANDSCAPING
- EXISTING LANDSCAPING
- PROPOSED ASPHALT
- EXISTING ASPHALT TO BE PROTECTED

SINGLE BUILDING FOOTPRINT

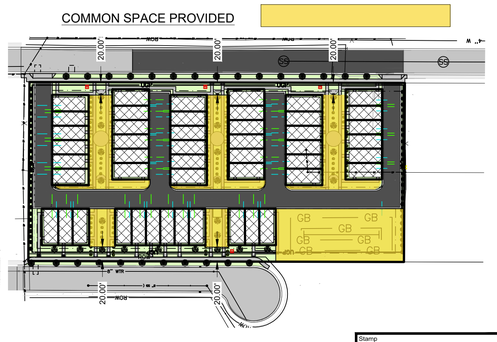
TREES AND SHRUBS



PHASING



COMMON SPACE PROVIDED



SURVEY NOTE:
This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor 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.

SITE INFORMATION

PARCEL ZONING = TN
BUILDINGS = 9
SINGLE FAMILY ATTACHED BUILDINGS = 48 ATTACHED HOMES
BUILDING TYPE: VB
MAX BUILDING HEIGHT: 24 FT.
TOTAL AREA OF PROPERTY = 131,187 SQ. FT. (3.01 acres)
ALLOWED DENSITY = 17 UNITS PER ACRE
DESIGN DENSITY= 16.00 UNITS PER ACRE

BASIS OF BEARING

CITY OF IDAHO FALLS 2004 CONTROL

BENCHMARK NAVD 88

B.M. 46.THE E BOLT ON A FIRE HYDRANT BETWEEN 1513 &1517 BEVERLY Rd., 2.0ft ABOVE GROUND.
ELEV: 4735.64

VARIANCES

1. REDUCED LANDSCAPE BUFFER ON NORTH SIDE OF BUILDINGS ALONG CASSIOPEIA.
2. APPROVED EVERGREEN BUSHES ALONG EASTERN AND WESTERN BOUNDARIES INSTEAD OF EVERGREEN TREES

PARKING REQUIREMENTS

PARKING SPACES REQUIRED = 2 SPACES PER DWELLING UNIT
= 96 SPACES
PARKING SPACES PROVIDED:
GARAGE PARKING SPACES 2 PER = 96
*ON STREET PARKING AVAILABLE ON CASSEOPEIA AND LOLA

COMMON SPACE REQUIREMENTS

TOTAL REQUIRED(25%) = 32,796.75 SQ. FT.(0.75 ACRES)
TOTAL PROVIDED = 32,816.97 SQ. FT.(0.75 ACRES)
PROVIDED PERCENT = 25.01%

PROPOSED PROJECT AMMENITIES

1. 4' WIDE SIDEWALKS CONNECTING TO PUBLIC PATHWAYS.
2. PLAYGROUND AREA

PLANNED UNIT DEVELOPMENT NOTES

1. ALL STREETS AND PARKING AREA INSIDE P.U.D. WILL BE PRIVATELY MAINTAINED AND OPERATED. THE CITY OF IDAHO FALLS WILL NOT TAKE OVER PRIVATE STREETS.
2. EASEMENTS INSIDE P.U.D. ARE CONSIDERED PUBLIC UTILITY EASEMENTS OR CROSS ACCESS EASEMENTS. WIDTH VARIES DEPENDING ON USE.
3. CROSS ACCESS EASEMENTS TO BE DEDICATED TO THE CITY IDAHO FALLS FOR EMERGENCY RESPONDERS
4. COMMON LOT TO HAVE A BLANKET PEDESTRIAN ACCESS EASEMENT.
5. POTABLE WATER AND SANITARY SEWER WILL BE INSTALLED IN A 30' MINIMUM P.U.E FOR CITY MAINTENANCE. MAY BE LARGER.

STORM WATER REQUIREMENTS

TOTAL AREA FROM SITE: 131,187 SQ FT
TOTAL AREA FROM CASSEOPEIA: 27,382 SQ FT

STORM WATER TO BE RETAINED ON SITE:
FROM CASSEOPEIA: 27,382 SQ FT x 1.33 / 12 = 3034.83 CU FT
FROM SITE: 131,187 SQ FT x 1.33 / 12 = 14,539.89 CU FT

TOTAL STORAGE REQUIRED = 17,574.72 CU FT
TOTAL STORAGE AVAILABLE = 18,131.31 CU FT

UTILITIES NOTE

1. SEE SITE PLAN FOR FULL UTILITY DETAILS.
2. 18" VERTICAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE WATER LINES AT MAIN LINE CROSSING
3. 10' HORIZONTAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE WATER LINES AT ALL LOCATIONS.
4. 6' HORIZONTAL SEPARATION TO BE MAINTAINED BETWEEN POTABLE AND NON-POTABLE SERVICE LINES
5. ALL WATER SERVICE LINES TO BE SLEEVED WHEN PLACED UNDER CONCRETE.

GENERAL NOTE:

1. ALL PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL ON-SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD DRAWINGS AND SPECIFICATIONS OR ISPWC 2020 EDITION.
3. SEE ARCHITECTURAL PLANS FOR ALL BUILDING DETAILS.
4. ALL FIRE ACCESS ROADS SHALL MEET THE LATEST VERISION OF THE INTERNATIONAL FIRE CODE REQUIREMENTS FOR FIRE APPARATUS ROAD.

SANITATION NOTE:

1. EACH OWNER WILL HAVE AN INDIVIDUAL CANISTER TO BE PUSHED TO THE CURB ON SERVICE DAYS BY OWNERS.

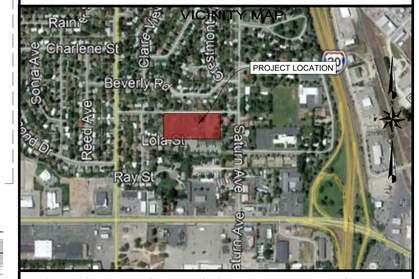
ELECTRICAL NOTES:

1. ALL NEW ELECTRICAL FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT IDAHO FALLS POWER SERVICE POLICY. COORDINATE ALL ELECTRICAL CONSTRUCTION WITH IDAHO FALLS POWER.
2. PRIMARY SECTIONALIZING CABINETS, TRANSFORMER GROUND SLEEVES, SECONDARY PEDESTALS, FIBER BOXES, AND GROUND RODS SHALL BE PROVIDED BY IFP, BUT SHALL BE PICKED UP AT THE IFP WAREHOUSE AND/OR WEST SIDE YARD AND INSTALLED BY THE CONTRACTOR.
3. ALL PVC ELECTRIC CONDUITS SHALL BE PVC SCHEDULE 40 (SEE NOTE 5 AND 6 FOR EXCEPTIONS). ALL ELBOWS SHALL BE PVC SCHEDULE 40 LARGE RADIUS SWEEP (36") OR AS OTHERWISE SPECIFIED BY IFP (SEE NOTE 5 AND 6 FOR EXCEPTIONS). RGS CONDUIT MUST BE USED AT RISER POLES. CONDUITS MUST BE CAPPED AND LABELED TO IDENTIFY ROUTING.
4. THE MINIMUM POWER TRENCH SHALL HAVE A MINIMUM DEPTH OF FIFTY-FOUR INCHES (54") AND MAXIMUM DEPTH OF SIXTY INCHES (60") BELOW FINISH GRADE (CONDUIT TO BE INSTALLED 48" BELOW FINISH GRADE). INCLUDING 6" OF SAND BEDDING BELOW AND ABOVE TOP OF CONDUITS. MINIMUM TRENCH WIDTH SHALL BE TWENTY-FOUR INCHES (24"), UNLESS OTHERWISE NOTED. ALL PRIMARY CONDUIT MUST HAVE A MINIMUM OF ONE (1) FOOT SEPARATION BETWEEN OTHER CONDUITS IN TRENCH. BOTTOM OF TRENCHES MUST BE LEVEL FOR CONDUIT INSTALLATION. ALL TRENCHES AND CONDUITS (INCLUDING ROAD CROSSINGS) MUST BE INSPECTED BY IDAHO FALLS POWER PRIOR TO BACK-FILLING. BACKFILL AND COMPACT ALL TRENCHES TO A MINIMUM OF 95% OF MAX DENSITY. (SECONDARY CONDUITS CAN BE REDUCED TO 30" OF COVER)
5. MINIMUM CONDUIT DEPTH CAN BE REDUCED TO EIGHTEEN INCHES (18") OF COVER BELOW FINAL GRADE THROUGH BASALT OR OTHER ROCK UPON PRIOR APPROVAL OF IFP. RIGID GALVANIZED STEEL (RGS) CONDUIT SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. IFP WILL SPECIFY THE CONDUIT SIZE.
6. 2" HDPE SDR 13.5 CONTINUOUS DUCT WITH PRE-LUBRICATED RIBBED INTERIOR WALL CAN BE UTILIZED BY THE CONTRACTOR INSTEAD OF 2 ½" PVC SCHEDULE 40 AS SPECIFIED ON THE CONTRACTOR MAP FOR PROPOSED 1/0 SINGLE PHASE PRIMARY CONDUCTOR. CONDUIT TO BE RED IN COLOR OR BLACK WITH RED STRIPES (RED CONDUIT PREFERRED). IF POSSIBLE HDPE TO BE ORDERED WITH "IFP" STAMPED ON CONDUIT. THE HDPE CAN BE TURNED UP INSIDE OF GROUND SLEEVES OR CONTRACTOR MAY TRANSITION TO 2" PVC SCHEDULE 40 LARGE RADIUS SWEEP (36") WITH PERMA-GUARD/UL FITTINGS BY ARNCO SHUR-LOCK II OR APPROVED EQUAL BY IFP.
7. CONTRACTOR / DEVELOPER TO INSTALL A 2500 LB MULE TAPE STRING THROUGH EACH PRIMARY POWER CONDUIT RUN MORE THAN 75 LF. ALL SERVICES FROM THE METER BASE TO THE TRANSFORMER / SECONDARY PEDESTAL, AND INSTALL PULL STRING FOR FIBER OPTIC CONDUIT RUNS.
8. THE DEVELOPER/CONTRACTOR SHALL PROVIDE ALL STAKING AND LAYOUT OF NEW ELECTRICAL AND FIBER FACILITIES INCLUDING POWER POLES. ALL LOT CORNERS ADJACENT TO ALL POWER TRENCHES MUST BE CLEARLY MARKED FOR INSTALLATION OF ELECTRICAL FACILITIES.
9. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING CITY POWER POLES AND ELECTRICAL AND FIBER FACILITIES DURING CONSTRUCTION. ALSO, REPAIR / REPLACE ALL CONCRETE, ASPHALT, AND LANDSCAPING THAT IS DISTURBED DURING CONSTRUCTION.
10. IT SHALL BE THE CUSTOMER OR CONTRACTOR'S RESPONSIBILITY TO PROVIDE ILLUMINATION (STREET LIGHTS) ALONG OR WITHIN THE PUBLIC RIGHTS-OF-WAY CONTAINED WITHIN A NEW DEVELOPMENT.
11. ALL NEW LIGHT POLE FOUNDATIONS AND LIGHTING CONDUITS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN ACCORDANCE WITH CURRENT CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS. IFP WILL FURNISH TO THE CONTRACTOR A BOLT HOLE TEMPLATE (PENDING AVAILABILITY), ANCHOR BOLTS, NUTS, WASHERS, GROUNDING BUTT PLATE, AND GROUND WIRE NEEDED FOR THE INSTALLATION OF THE LIGHT POLES.
12. IFP WILL INSTALL POLES AND LUMINAIRES WITH THE COST OF MATERIALS PAID BY THE CONTRACTOR PRIOR TO INSTALLATION.
13. ON ALL SUBDIVISIONS THE PADMOUNTED EQUIPMENT (INCLUDING GROUND SLEEVES / PEDESTALS, ETC.) WILL NOT BE PROVIDED OR SET UNTIL CURB AND GUTTER HAS BEEN INSTALLED. IDAHO FALLS POWER WILL PROVIDE GROUND RODS AND CONTRACTOR WILL INSTALL GROUND RODS PRIOR TO INSTALLATION OF CONDUIT.

NOTES:

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. **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**.
6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
7. 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).
8. **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).
9. 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.
10. **Replace** all broken or poor quality curb, gutter, and sidewalk.
11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
12. 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**.
13. 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).
14. 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 600-1or 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).
15. **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.
16. **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.
17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. 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

Commencing at the South 1/4 Corner of Section 13, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence S.89°51'30"E. along the Section line 1317.68 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 13; thence N.00°19'30"E. (record N.0°11'E.) 871.50, (record 871.23 feet); thence N.89°51'30"W. (record West) 280.00 feet to a point on the North line of Saturn Village, Division No. 1, An Addition to the City of Idaho Falls, Bonneville County, Idaho, said point being the TRUE POINT OF BEGINNING; running thence N.89°51'30"W. (record West) along said North Boundary line extended 524.79 feet, (record 525.50 feet) to the Southeast corner of Lot 4, Block 2, Bird Addition, Division No. 1, to the City of Idaho Falls, Bonneville County, Idaho; thence N.00°21'13"E. (record N.0°11'E.) along the East line of said Bird Addition, Division No. 1 a distance of 250.00 feet to the Northeast Corner of Lot 3, Block 2, said Bird Addition, Division No. 1, said point also being on the South Rights-of-Way of Cassiopeia Street; thence N.89°49'43"E. (record East) along said South Rights-of-Way line 524.66 feet, (record 525.50 feet); thence S.00°19'30"W. (record N.0°11'W.) 249.73 feet (record 250.00 feet) to the TRUE POINT OF BEGINNING. CONTAINING: 131,109 Sq. Ft. or 3.010 Acres.

SITE PLAN CONTACT PERSON

NAME BARRY BAME
ADDRESS 2295 N Yellowstone Hwy. #6, Idaho Falls, ID ZIP 83404
PHONE 208.881.0081

SITE PLAN NAME AND ADDRESS

CASSIOPEIA TOWN HOMES PUD
1519 CASSEOPEIA ST

811 Know what's below. Call before you dig.

Stamp

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO BLAKE JOLLEY

PRELIMINARY FOR REVIEW ONLY

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 295 FT.
WATER FRONT FOOTAGE 374 FT.

FILE NO. 21-018	DRAWN BY: TT	DATE PLOTTED: Jun. 29, 22	SHEET NO. 1 of 1
SCALE: 1" = 40'	CHECKED BY: BDJ	REVIEW NO.: 1	

Casseopeia Townhomes




3A
4A
method studio

STAFF REPORT
Planned Unit Development
Cassiopeia Townhomes
July 28, 2022

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering

Project Manager: Caitlin Long

Location: Generally located north of Lola St, east of Grace Ave, south of Cassiopeia St, west of N Saturn Ave

Size: 3.01 acres

Units: 48

Existing Zoning:
Site: TN
North: R1
South: R1
East: RP
West: R1

Existing Land Uses:
Site: Commercial/ Vacant
North: Residential
South: Residential
East: Residential
West: Residential

Future Land Use Map:
General Urban

Attachments:
1. Maps
2. Aerial photos
3. PUD Site Plan
4. Elevations
5. PUD Standards

Requested Action: To **approve** the Planned Unit Development of Cassiopeia Townhomes.

Staff Recommendation: Staff recommends approval of the PUD for Cassiopeia Townhomes.

History: This property was annexed in in 1954. There was a variance in 1966 that stated the property was zoned R-1 and a commercial use has been on the property as a non-conforming use since, though currently the commercial buildings are not in use. The property was rezoned to TN, Traditional Neighborhood, in November 2020 after a previous rezone for R2, Mixed Residential, was denied by the Planning Commission in 2019.

Staff Comments: The proposed PUD consists of 48 total units for a total of 9 buildings. Each building is 24ft in height. The TN Zone, would permit the 24ft buildings due to other surrounding 2 story dwellings in the vicinity. The PUD is proposing two amenities, though only one is required, a playground area and pathways connecting to public sidewalks on Cassiopeia and Lola St. The proposed PUD meets the 25% landscape requirement. Per section 11-2-6 (W)(8), the storm retention pond is included in the 25.01% common space calculations because it will include the playground. The landscape strip contiguous to the public streets will be 20 ft. and will include trees every 30 ft. on center and grass or other ground cover as required by the Zoning Ordinance. The developer is planning to construct the PUD in three phases.

The allowed density in the TN zone for residential is 17 units per gross acre when utilizing a PUD. The developer is proposing 16 units per gross acre. The townhomes will have two car garages facing the rear of the townhomes providing a total of 96 garage spaces. Twelve of the townhomes will face Lola St. This design eliminates the need for driveways on both Cassiopeia and Lola Streets. This will be better for pedestrian and vehicular traffic on these streets as well as provide additional on street parking for both residents and guests.

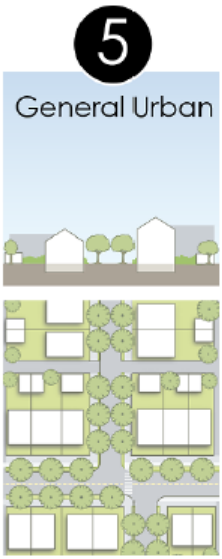
Continued on next page

The PUD requires a 20ft landscape buffer to public streets. The setbacks on Lola St for those townhomes are 25 ft. TN has a max setback of 20ft, but the 25ft of these townhomes match more closely to the setbacks of the surrounding single family homes and is a variance supported by staff. It was discussed at Planning Commission the surrounding setbacks compared to the development. Setbacks varied depending on the street from 20 ft to 30 ft. With an average of 17 properties along Lola St, Cassiopeia St, and Grace Ave, the average setback was 25.05 ft. The 25ft setback for the townhomes facing Lola St do fit in the average of the surrounding homes. The other townhomes do not face a street but do face common area as permitted in the TN zone. This design is consistent with a Bungalow Court called out in the Missing Middle Report done for the city. This approach is consistent with the policies and goals of the Comprehensive Plan.

The north side of the buildings along Cassiopeia, due to the offset of the buildings, have a various landscape buffer distances from the street and a variance is being requested for those differences in the 20ft landscape buffer. Staff is supportive of this variance as it will create a more interesting and unique street scape.

Comprehensive Plan Policies

Urban Transects (p.60-61):



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

Table 5.8 Area 3 Housing pg. 159

Issue: Affordability and Availability

Objective: Diversity of Housing Stock

Action 1: Allow higher density housing on the perimeter of neighborhoods and near major intersections.

Issue: Neighborhood Character

Objective: Build Community and Neighborhood Capacities

Action 2: Focus on infill development rather than sprawl to reduce the consumption of agricultural land.

PUD Standards	Staff Comments
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of 3.01 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 TN. The TN use and standards shall govern the project.
Unified Control:	The PUD will include a Home Owners Association.
Density: The residential density in the TN with a PUD is 17 units per gross acre.	The allowed density would be 17 units. The developer is proposing 16 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	Building height for the TN zone is based on not exceeding the tallest height of other residences on both sides of the street within the same block. Within the same block there are other two story residences and the proposed heigh of two story's fits within the block.
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. The proposed landscape area is 25.01%.
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 one amenity. The developer is proposing 2; a playground and connectivity of sidewalks within the PUD to the Public walk path along Lola and Cassiopeia.
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 ate 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.

To whom it may concern,

Thank you for taking the time to read my concerns on the development of the cassiopeia lot into 48 unit homes. I will address the history of the zone decision and the access and the walkability of the area. I appreciate your time in reading.

Cassepoia lot was denied R2 zoning in 2019 due to lack of arterial road access and inability to sustain the housing volume R2 called for. The current access is Dodson/lola, a single lane street for apartment access, and cassiopeia street. Traditional neighborhood was a newer type of zoning created to support much needed infill projects to unique areas in town while offering sustainment and esthetic of the neighborhood it inhabits. In theory this works well.

When it was proposed and voted in on cassiopeia, it won with only a 60% vote. Many members of city council were unsure of the logistics of this new zone, but assured that it was not a “newer loophole for R2” and that TN would suit the community needs. R2 allowed up to 51 units, this plan of development under Traditional neighborhood plan is 48 units. My concern remains the same, it is a loophole for developers to overfill this lot.

Due to the lack of experience in the council and understanding of the Traditional Neighborhood zoning, other council members inquired about surveys in areas where this zone was implemented during the rezoning meeting in 2021. Have those surveys been done? What were the outcomes? Please answer.

I have surveyed my community and found that the majority are not in favor of traditional neighborhoods. (Attached at the bottom if council still has interest) My personal solution and opinion is Planned unit development under R1 status allowing for townhomes of the same degree as the ones Dodson, allowing 24 homes in cassiopeia.

I understand if nothing can be done because the TN zone was passed. I ask the council to consider these points and the voices of the neighborhood it is impacting and consider the building under the modest side of TN development rather than its full potential. Infill is fine! Overfill is not. 48 units in less than 3

acres with no arterial access but a single ally lane will not sustain the safety or sustainability of the proposed building area nor the community it will exist in.

Many people in the area will rely on walkability and bike paths to commute to work. One of the major and safer access points from this lot is using the greenbelt path. If we look at the development of the tunnel under the hwy 15/20 interchange it has become a detriment to the commute to downtown and INL. The switchbacks are too narrow for bike riders to navigate and many people still cross at the hwy to deter the ice buildup on the stair walkway and the excessive length of the walkway. This is an example of another plan, great in theory, yet difficult when practiced. The design left out the major areas that never had a crossing option that put risk on pedestrians and riders. We ignored the on and off ramps of exits on Linsey yet developed a tunnel under an area that already was sustainable because of the crosswalk/light option.

My goal isn't to complain but to be heard and collaborate. I shared this example to elaborate the issues that the push for progress can create. It is important to think of the reality of use rather than making choices in the name of progress rather than sustainability. There is greatness coming to Idaho Falls. I want accessible housing. I want to be able to commute with or without reliance on gas. As a community we need to consider the best options, real life application and long term sustainability.

Thank you,
MIchelle Fletcher

Below are the community members against proposed TN plan
Michelle Fletcher and Keegan Johnson 796 Saturn Ave
michellefletcher28@gmail.com
George Harris 784 N Saturn Ave elaineandgeorge@q.com
Ashley Oldfield and Sergio Candido 795 Saturn Ave. chibinightfairy@gmail.com
Randel and Teressa Wheeler 801 N Saturn Ave Rwheel8e@gmail.com
Bryan Willson and Tirzah Pritchard 1501 Beverly RD Bunitx777@yahoo.com
Mary and Brue Wheeler 1503 Beverly RD NWMary@cabelone.net
Victor Orozco 1509 Beverly Road Victorj1787@gmail.com
Bret Sommer 1513 Beverly Road bretsommer@ymail.com
Reed Tucker 1529 Beverly Rd. reedtucker@aol.com

Linda Tobias &Steven Tobias1541 Beverly Rd darknighthott29@gmail.com
Kandice Caswell 1563 Casseopia St. babyladyz333@yahoo.com
Carina Merchant 1569 Casseopeia flor.carina.merchant@gmail.com
Myron and Eunice Ehresman 1564 Cassepia St.
Bryson and Abby Howell 776 Grace Ave abbyhowell91@gmail.com
Kim Bautista 1567 Lola St. Kim.bautista@gmail.com
Tracy Hodel 1531 Lola Street warriorwart@aol.com
Breanna Hickley 1547 Lola St. bkhinckley@gmail.com
Tarreen and Dwanyne Hickley 1547 Lola Deweym@hotmail.com
Jerry Jayne 1568 Lola St. gajwild@gmail.com
Katherine and Jason Foote realtorkatfoote@gmail.com
JaLynee Fletcher1563 Casseopia
Kayce Wegner 1511 Lola St.
Greg 1531 Lola St
Zlane Harris 781 Dodson
Fransico Sanchez 760 Saturn Ave
Joshua Mchalton 1504 Dodson drive Unit A

April 2, 2022

Dear Idaho Falls Planning and Zoning Commissioners,

Thank you for the opportunity to discuss the Cassiopeia Townhome proposal.

Our family members have owned and lived in the home at 1564 Cassiopeia for nearly 50 years. Our family home is located just across the street from the proposed west commercial entrance into Cassiopeia Townhomes.

We feel a housing complex is a good option for the property but have a few concerns we hope you will consider and require some changes prior to approval.

1) We do not feel the reduced landscape buffer should be allowed/waived on Cassiopeia. All the homes on the street are set back around 30 feet. The design drawing shows three of the buildings set back 21 feet from the sidewalk (25 feet from the street) but the other three buildings do not have that 21 foot buffer and are much closer to the roadway. On page 23-24 of the Title II Comprehensive Zoning, it states:
(*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.*

These townhomes should be set back to reflect the character of every other home on the street. It seems like they are trying to squeeze too many units on a small plot of land.

2) We have a big concern over parking. *Per the Townhome plans: PARKING SPACES PROVIDED: GARAGE PARKING SPACES 2 PER = 96, *ON STREET PARKING AVAILABLE ON CASSEOPEIA AND LOLA.*
There are 48 units proposed and **not ONE visitor parking spot or handicapped/ADA parking spot** is provided. Does that mean visitors are not expected to visit anyone living there?

The concept plan conveniently shows all the streets within the complex marked as “NO PARKING.” They expect everyone to park in their garage or on the streets.

We see lack of parking as a huge issue for this planned development. They have too many buildings and not enough parking for residents and visitors. They call the common area a “public” area, but again, do not provide a place to park. We strongly encourage you to make the developer find visitor and handicapped parking spaces for this complex.

3) This complex does not provide any garbage dumpsters for use by residents. Instead, the plan says: SANITATION NOTE:1. EACH OWNER WILL HAVE AN INDIVIDUAL CANISTER TO BE PUSHED TO THE CURB ON SERVICE DAYS BY OWNERS.

The plan does not show curbs within the development, so we are assuming the 48 units will place their 48 or more garbage containers on Lola and Cassiopeia on garbage days. If more than 2 people live in a unit it is likely they will have 2 garbage containers instead of one, so think up to 100 garbage containers lining the streets. Note, this is the same curb where they are requiring visitors and home occupants to park their vehicles. Cassiopeia is a narrow road.

4) They are proposing to install a 4-foot wide sidewalk connecting to current public sidewalks on the south side of Cassiopeia. We request that, in order to handle the additional parking issues their unit owners/guests will create, they also install a 4-foot wide sidewalk and driveway curb gutters on the north side of Cassiopeia. This will provide a curb for parking instead of parking on private property on the north side of the road. By also installing driveway cuts where property owners use their lot to park their vehicles, it will help eliminate the issue of people parking and blocking access to vehicles parked on their personal property. These homes have used the back entrance to their private property for over 50 years and like similar access the City of Idaho Falls has allowed in other communities (Boulevard near Tautphaus Park is one example). This commercial development should not prevent other property owners along Cassiopeia from access to their property's back yard.

Thank you for considering these issues. We feel by adding more parking, a dumpster for garbage and a sidewalk and curb and gutter on both sides of Cassiopeia, some of our issues will be resolved.

Teri Ehresman for
Myron and Eunice Ehresman Family Trust
1564 Cassiopeia
Idaho Falls, ID 83402
208-521-5171
Islandpark723@gmail.com

From: Brad Cramer
Sent: Friday, April 15, 2022 1:01 PM
To: Caitlin Long
Subject: FW: PUD 21-007 Planning and Zoning Meeting

You're the PM for Cassiopeia right? This email came to a council member so I wanted to include it in the next packet. If it's not you…feel free to forward or tell me who it is.

IDAHO FALLS

Community Development Services
Brad Cramer | *Director*

680 Park Avenue
Idaho Falls, Idaho 83402
Work: (208) 612-8276
Fax: (208) 612-8520
bcramer@idahofallsidaho.gov

From: Jim Francis <JFrancis@idahofalls.gov>
Sent: Thursday, April 14, 2022 2:13 PM
To: Brad Cramer <BCramer@idahofalls.gov>
Subject: Fwd: PUD 21-007 Planning and Zoning Meeting

Brad
Here is the email from Mr. Wheeler regarding an upcoming PUD. I have not read it, but I assume it can be made a part of the hearing packet when the issue does come forward.
Jim

Sent from my iPhone

Begin forwarded message:

> **From:** Randall Wheeler <rwheel8e@gmail.com>
> **Date:** April 9, 2022 at 11:20:33 AM MDT
> **Subject: PUD 21-007 Planning and Zoning Meeting**
>
> **CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> City Council Member,
>
> I attended the planning and zoning meeting held on April 5th 2022 which discussed the plans for a development on Cassiopeia street in Idaho Falls. There were several people who attended and were able to provide testimony opposed to the development. They sited several objections mostly regarding the additional traffic that would be caused by

the addition of nearly 98 new vehicles in the area. Many of the concerns were related to the safety of children and adults that frequently walk in that area. One of the primary concerns, which was expressed by a planning board member, was the lack of visitor parking for the 48 unit complex being proposed. One of the planning employees seemed to be arguing in favor of the complex and he was trying to defend the applicants position by saying the visitors could park on the street. Although street parking is certainly available Cassiopeia is a narrow street and is a two way street. This would cause additional hazards. Some additional concern is that in the winter during a snow event on street parking is not legal. The street is currently plowed to the sides and left rather than to the middle and picked up. This would cause the street to become even narrower during the winter and travel on it would be nearly impossible. This parcel of ground was originally zoned R1 and a recommendation was made to rezone it to R1 again and allow single family dwellings be constructed on it. We already have over 200 apartments within about 1/2 mile of this area and the burden on our streets and amenities is close to maximum.

Thank You for considering my opinion.

Randall Wheeler
801 Saturn Ave.
Idaho Falls, Idaho

April 5, 2022 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Lindsey Romankiw (via Webex) George Morrison (via Webex)

MEMBERS ABSENT: Arnold Cantu, Margaret Wimborne

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Caitlin Long and interested citizens.

CALL TO ORDER: Joanne Denney called the meeting to order at 7:15 p.m. (Technical difficulties)

CHANGES TO AGENDA: None.

MINUTES: Dixon moved to accept the Minutes of March 1, 2022, Morrison seconded the motion and it passed unanimously. Denney called for roll call vote: Dixon, yes; Morrison, yes; Romankiw, yes. Motion passed unanimously.

Public Hearing(s):

6. PUD 21-007: PLANNED UNIT DEVELOPMENT. Cassiopeia Town Homes.

Denney opened the public hearing.

Applicant: Barry Bane, 2295 N. Yellowstone, Idaho Falls, Idaho. Bane is presenting 3.01-acre parcel that is currently vacant, and zoned TN, and off of Cassiopeia to the north and Lola to the south. Bane stated that without a PUD the TN zone allows for 15 units per acre, and with the PUD they are allowed 17 units per acre, and they are proposing 16 units per acre for a total of 48 units on this site. Bane showed that they are proposing two access points into the site from Cassiopeia. Bane stated that initial concepts were to build town homes that would face the public street, and the only way to develop in the TN neighborhood would have all the homes facing north, and they did look at that, and it is an option, but the developer has decided to move forward with the PUD concept. Bane stated that the PUD concept will allow more common open space with the required 25% open space. Bane stated that a PUD gives the additional common space, and the buffers along the streets, so a PUD gains more landscape and open space in the development. Bane stated that these homes will face common areas, rather than facing out the public street. Bane stated that they have met the landscape percentage requirement, and are providing 2 amenities, with one playground area that needs defined more. Bane stated that they put a French drain on either side of the storm pond to help the water dissipate faster. Bane stated that they have common area in between that have patio style meeting common area. Bane stated that they will connect to the City Street for sidewalks on the north and south. Bane stated that they will be required to upgrade Cassiopeia along the north, and there are some issues with the water department and culinary water, and they are working with that, and a storm water problem that they are trying to remedy. Bane hopes that doing the PUD so no homes face Cassiopeia will make the sidewalk safer for pedestrians. Bane stated that the lots are planned to be single family attached homes and each one will have its own lot and sold individually, and they have to do a PUD because the lots do not face a public street. Bane stated that they are asking for one variance. Bane showed that the units are off set every other row, and there is a landscape

requirement off of the street and every other row of units would encroach into the landscape requirement by 5'. Bane stated that they did that so the buildings would be offset, and it would add some variation rather than rows of buildings all the same. Bane stated that they can change that, but felt it was a nice variation. Bane stated that they have talked with one neighbor that has a fence and a gate to access the back portion, and the developer has been trying to work something out so he can have an access. Bane stated that both access points are off of Cassiopeia and not off of Lola, as the PUD on Dodson Drive (private drive) had concerns of people using the private drive. Bane stated that the properties on Cassiopeia have back yards facing Cassiopeia, so the congestion would be less coming off the north.

Dixon asked how wide the drive lanes. Bane stated that the drive lanes are 26'. Dixon asked if there is any guest parking. Bane stated that the plan for guest parking is on street parking. Dixon asked how many parking spots are on the street. Dixon stated that typically PUD's have guest parking. Bane stated that each unit has a 2-car garage, and they feel they comply with the requirement of the parking and the on-street parking should be sufficient. Dixon thinks that some of the homes on Cassiopeia have rear access onto the street. Bane stated that they all abut the street, but all the driveways come off the north.

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

Dixon stated that Cassiopeia is not developed to City standards on either side of the road and asked what will happen on the north side of the road. Long indicated that the north side will have curb and gutter. Dixon recalls that it is slightly down a hill, but there was rear access driveway, and asked if the City intends to provide them with curb cuts. Dixon asked where the two-story buildings in the vicinity were located. Long showed the townhomes near the development off of Dodson, and a house to the east of the development. Dixon asked about the setback from the street being equivalent to the setback of the existing houses and how does the setback of 20-25' compare to what is existing. Long stated that the setback does match. Long did a random sample of the homes and most homes have a 25-30' setback in the surrounding area, and Long added that 20' is the maximum for a TN Zone. Dixon stated that the TN Zone states that it should for in-fill match what is on the block. Long believes that the proposed 25' setback does match.

Morrison asked if the curb gutter will just be in front of the development. Long stated that curb gutter sidewalk will be along the developer's property and curb and gutter would be on the north side of Cassiopeia.

Support/Opposition:

Randall Wheeler, 801 Saturn, Idaho Falls, Idaho. Wheeler is located on the northwest corner of Saturn and Cassiopeia. Wheeler thanked the Commissioners for the hearing so they can voice opinions. Wheeler indicated that several of the houses along Cassiopeia have driveways that come out on to Cassiopeia. Wheeler stated that other than the Dodson apartments, the only other two-story building in the area is the old Harrington property which is on the southwest corner of Saturn and Cassiopeia. Wheeler asked where it is listed in the PUD and read "the established setback of a residential properties contiguous or across the street from the PUD shall constitute the minimum set back for the perimeter area of the PUD." Wheeler stated that his setback is 30'. Wheeler added that across the street from the PUD to the south the setback is 40'. Wheeler stated that he had to get a variance for changes made to his property and they made him measure

his setback from the inside edge of the sidewalk, not from the street. Wheeler asked where they are measuring from for this setback. Wheeler stated that if he has to follow the setback rule, then this PUD should have to follow the same rules. Wheeler stated that as close as he can read on the print, the setbacks from the inside edge of the sidewalk is 13' or 21' which is not the same as the contiguous properties. Wheeler stated that the landscape strip that goes between the sidewalk and the street should have a minimum width of 20', and this PUD shows 7', so that doesn't match. Wheeler stated that if they do the PUD, they have to follow the rules. Wheeler stated that the common space that goes along the south edge of the buildings that run north and south. Wheeler read that "common spaces shall not include areas within any driveway, parking area, sidewalk contiguous to the public or private streets, required landscape strip, or buffer." Wheeler doesn't know how they can count along the south edge of the north and south buildings as common strip, because it is next to the road, and if that is not allowed, they do not make the 25%. Wheeler stated that this has been a thorn in the side of all residents since it started. Wheeler stated that he heard a statement that the owner/developer had contacted all of the surrounding residents to invite discussion. Wheeler stated that he was never contacted, and neither were many of the neighbors. Wheeler does want the property developed, but into single family homes. Wheeler stated that within ½ mile of this property there are over 200 apartments. Wheeler is concerned about the kids that walk down the street and adding 96 cars to Cassiopeia will be dangerous.

Ruth Byron, 1553 Beverly, Idaho Falls, Idaho. Byron grew up in her house on Beverly. Byron is opposed to the Cassiopeia Townhomes. Byron stated that it is difficult to get out on Skyline and Saturn. Byron couldn't get onto Skyline turning left and would have to go down to Saturn and it would take her 15 minutes to get out of her neighborhood. Byron stated that now that Saturn is opened from Pancheri to Grandview it has increased the number of cars traveling on Saturn. Byron stated that the traffic on Skyline can be backed up from Broadway all the way to Shasta and sometimes to Grandview. Byron called the City Planning office and asked about a traffic study and was told it wasn't required because it was zoned as high density. Byron feels that is short sided and turning a blind eye to an already huge problem. Byron stated that 96 cars are a lot. Byron has never been contacted by the developer for a meeting. Byron stated that when the developer talked, he had indicated that the people in the neighborhood were for the development. Byron is not for the development. Byron wants the neighborhood to retain its integrity and it is important to consider the current residents, rather than just the out of state developers. Byron asked the Commission to consider the current residents in making their decision.

Terry Dawson, 763 Colorado, Idaho Falls, Idaho. Dawson is concerned that there are already so many multi-family homes (apartments) within ½ mile of this development and if you extend just 2/10 of a mile you go up another 48 apartments that are being built. Dawson is concerned for the traffic. Dawson stated that Saturn is a school zone and heavily traveled with parents picking up children from school. Dawson stated that traffic is backed up from Templeview to Saturn while they are trying to get kids picked up, and another 98 cars in that area will be too many. Dawson is concerned about children's safety.

Russell Leavitt, 1608 Charlene, Idaho Falls, Idaho. Leavitt would prefer an R1 single family units be built in this area. Leavitt stated that this is an open area, and it wouldn't impact the traffic as much. Leavitt stated that the area schools are full and not keeping up with the building.

Lee Mabey, 1563 Cassiopeia, Idaho Falls, Idaho. Mabey is next to the development on the northwest corner. Mabey is concerned that the development will impact the character of the neighborhood. Mabey agrees with Wheeler's comments on the setbacks not matching the character of the neighborhood. Mabey is concerned with the setbacks along the eastern side of his property. Mabey stated that there is a proposed 7' setback from the west side of his property and that is 18' of his house, and that is not consistent with the other properties in the neighborhood. Mabey feels the 7' setback is insufficient and out of character. Mabey stated that with 48 housing units there will be a substantial amount of traffic adjacent to his home. Mabey would propose that the setback next to his house be increased to 14', and that would give 25' from his house, and that is more consistent with the side yard distances. Mabey proposed to minimize the effects to the surrounding property by the entrance and exit roads being moved to the middle of the development instead of on each end. Mabey wanted to know how tall the wall between the two properties will be and added that the property loses grade quickly so there has been issues there that will need to be taken into account. Mabey has reached out to engineering and has not had a discussion yet. Mabey proposed that the new fence and retaining wall be built on the property line and that the retaining wall maintain the existing credit of his property and that said fence would be a minimum of 6' tall to reduce noise and Mabey would prefer the fence be constructed out of masonry or precast of some sort. Mabey wants to eliminate road noise.

Applicant: Barry Bane, Connect Engineering, 2295 N. Yellowstone, Suite 6, Idaho Falls, Idaho. Bane stated that since he has been involved in this current project they have not talked to neighbors. Bane confirmed that there was a previous owner that wanted to rezone this property to R2 and with that developer, Bane went out and knocked doors and talked to people, but that was not for this development. Bane doesn't think that they have ever said they talked to neighbors on this development. Bane agrees that there will be additional traffic. Bane stated that whether this is a PUD or traditional neighborhood, there will be additional traffic, and the PUD only allows 3 more units that what a regular TN without a PUD would propose. Bane stated that they are trying to limit the traffic and accesses to help keep it safer for pedestrians. Bane stated that a traffic impact study was not required. Bane stated that this property is zoned TN, and not R1. Bane stated that the development is considered single family attached homes, and not apartments. The homes are individually platted, zero lot lines, and being sold as single-family homes, which will allow for the middle market that people need right now. Bane stated that they do not feel that this is multi-family. Bane stated that the landscape buffer along the street, there is some confusion. Bane clarified that there is a landscape buffer, which is the 20' landscape buffer, which they are seeking some of a reduction in that buffer. Bane explained that the landscape buffer goes from the edge of the property line out. Bane stated that along City streets there are landscape strips of 7'. Bane continued that the landscape buffer is 20'. Bane stated that setbacks are measured from property line to property line, so from the right of way line to the property line. Bane stated that on the west side they do comply with the landscape buffer of 7' with a fence, and then the setback is from the property line to property line. Bane stated that in essence the setback would be the 26' of road, plus the 7' of landscape buffer. Bane stated that they are complying with both setbacks and buffers. Bane stated that the TN zone has a 20' maximum setback, so they have tried to keep the integrity of the neighborhood by mixing it and offering some 25' which is consistent with some of the housing around. Bane understands the traffic and safety concerns, and they have met with City staff and City engineers and the traffic is going to be there whether this development goes forward or something else is built there. Bane stated that they have met and feels that it helps the pedestrian safety along Cassiopeia.

Dixon asked if the access on the west end could be moved to the middle, so it didn't affect Mr. Mabey's property as much. Bane explained that they cannot do that because of the fire code issue because they can only have 150' spacing to a dead end without an exit, and if they rearranged the access point it would make it over the 150' distance.

Denney closed the public hearing.

Dixon asked staff about the setback and how TN has a maximum set back and how does that reconcile with the fill in and try to match the setback with existing properties on the same street, and which one would control. Beutler stated that the TN setback would control, as even with PUD's the underlying zoning would be the base requirement. Dixon recalls one of the arguments for TN in this location was that the setbacks would need to match the setbacks of the properties that were already on the same street, but now they are saying that there is a maximum set back of 20'. Beutler stated that the TN is the basis to start. Beutler stated that the existing neighborhood was probably constructed with a 30' setback and in 2018 when they revamped the setback, the setback for that zone was reduced to 25' and then there are setbacks for the TN zone which is a varied setback, with a maximum. Beutler stated that in this situation the applicant is trying to marry the existing setbacks with what the TN would require, and that is how they got the varied approach, which staff supports. Dixon asked if there is a requirement for fill in that you match the setback of what is already there. Beutler stated that is the requirement of the PUD. Beutler stated that the way it reads "the setback shall reflect the general standards of the area and character of the neighborhood in which the PUD is located…established setback of properties contiguous or across the street would constitute the minimum setback. Beutler stated that it does want you to look to the neighborhood, but they are trying to maintain the character as well, and maintain the balance between the requirement of TN. Dixon confirmed that there is a conflict between the TN zone and the PUD. Dixon asked how they decide which one makes more sense. Beutler stated that is up to the commission, and the applicant has provided a concept of what they think is trying to meet that standard, and it would be up to the commission to determine if that is appropriate. Dixon confirmed that the setbacks are measured from the curb, and the landscaping strip prior to the sidewalk, plus the sidewalk, plus landscaping strip after the sidewalk to the edge of the property. Beutler stated that setbacks are always measured from the property line to the structure. Beutler stated that the dimensions on the PUD plan are taking from the property line to the building. So if it says 25' then that would be from the property line to the building.

Morrison showed appreciation for French drains. Morrison stated that traffic is never going to get less, always more, and there isn't anything to do about it, and schools are not anything that the City has any control over. Morrison has problems with the parking. Morrison stated that no extra spaces for visitor parking is a problem. Morrison feels that it complicates things to park on the street with plowing in the wintertime, and even though there are 2 car garages, people will tend to park on the street as there are often more cars. Morrison likes the way the buildings look and thinks the project will fit in the neighborhood ok.

Romankiw understands the concerns raised. Romankiw understands the concerns on density, although there is high density near this. Romankiw stated that density on paper is one thing and once things are built, they aren't as bad as what you imagined. Romankiw thinks the development fits well and likes the design and the common space and is in favor.

Dixon went through high density properties in the area including Vega Circle (on a corner, near the interstate); south side of Mountainview; western side of Grandview. Dixon stated that all the higher density is off to the edge, and this property development is more in the middle of the property and in the past, they have talked about putting higher density on the edge, near the arterials and collectors, and lower density in the core. Dixon feels that this is counter. Dixon stated that when Dodson Drive went in, he wasn't concerned because it was 100' off of Saturn, and also it was next to the higher density to the south (trailer court), and it was on the edge of the neighborhood. Dixon stated that this development is in the core and surrounded by a lot of single family residential. Dixon feels that this is a difference that needs to be considered on the higher density in the core of residential, rather than on the edge. Dixon stated that avoiding traffic on Lola is a good decision on this development. Dixon stated that coming off of Cassiopeia does address Lola, and Cassiopeia has major roads on either end. Dixon is not concerned with the straight street, because the access is int eh middle, so they won't go far if they are going west or east. Dixon stated that when they approved the development on Jennie Lee Drive that is behind the tire store, on the east side where they were up against existing single family, they made a point of making a drive lane, then guest parking to give an additional set back to minimize the impact on existing single family. Dixon stated that in this case, you are coming up a hill, and even though these are two story and the ones on Jennie Lee were two story, going up the hill will help with the setback, because most of this development will be lower than the houses to the west. Dixon likes the interior landscaping with the center walking isles. Dixon feels this is a good concept but does have a problem with no guest parking. Dixon feels people fill half of their 2-car garage so they only have parking for one car and the other one would be parked somewhere else because there is no driveway. Dixon asked if there is a standard for guest parking in PUD, but he would like to see that addressed in the future. Dixon stated that based on the proposal, he feels like it is more density that they should have in the core, but they are meeting all the requirements, and he can't see a reason to vote against the development. Beutler stated that he ran numbers on the parking. Beutler confirmed there is no requirement for guest parking, and they are required two spaces per unit which is being met. Beutler stated that doing the bungalow court design actually frees up a lot of on street parking on Lola and Cassiopeia. Beutler stated that figured out that they can park on Cassiopeia on the north side 22 cars on street, on Lola 11 cars on street, and Cassiopeia on the other side it would be less than the 22, but there would be some on street parking available.

Morrison says if we look in a year from now the street will be packed solid with cars.

Morrison moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Cassiopeia Town Homes, as presented, Romankiw seconded the motion. Denney called for roll call: Dixon, yes; Morrison, yes; Romankiw, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT OF CASSIOPEIA TOWNHOMES, LOCATED GENERALLY NORTH OF LOLA ST, EAST OF GRACE AVE, SOUTH OF CASSIOPEIA ST, WEST OF N SATURN AVE

WHEREAS, the applicant filed an application for a PUD on December 28, 2021; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 28, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The PUD is a 3.01-acre parcel located generally north of Lola St, east of Grace Ave, south of Cassiopeia St, west of N Saturn Ave.
3. The property is currently zoned TN, Traditional Neighborhood.
4. The proposed PUD consists of 48 townhomes within 9 buildings.
5. The PUD provides required amount of landscaping, two amenities, including, connectivity of walk path to City sidewalks and a playground.
6. There are no streets, the PUD provides private drive aisles to parking.
7. The PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls other than reduced landscaping along Cassiopeia and front setbacks which exceed the maximum allowed for the buildings facing Lola.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD for Cassiopeia Townhomes.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____ 2022

_____

Rebecca L. Noah Casper, Mayor