IDAHO FALLS



City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

Thursday
March 30, 2023
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 City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on the City website. Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

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

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

Public Comment Guidelines

Speakers are encouraged to:

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

Public Hearing Guidelines

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

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

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, March 30, 2023 **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.

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

A. Municipal Services

1) Proposal to Add Interior Renovations for the City Hall Elevator Project **21-825**

Resin Architecture, a local architectural firm with historical preservation experience has been intermittently consulting with the Municipal Services Department to complete a feasibility study and provide conceptual designs to install an elevator in City Hall to allow for greater ADA access to the building. In early spring of 2018, Municipal Services staff contracted with Resin Architects to conduct a feasibility study to identify potential locations for an elevator in City Hall for $5,000. At the time, the city did not have funding to move forward with the conceptual design. Upon the approval of American Rescue Plan Act (ARPA) funds for the project, city staff requested a conceptual design proposal based on the feasibility study conducted in 2018 and a professional services agreement was approved for $48,700 on July 1, 2022. The conceptual design proposal identified the ideal location of the elevator to be on the west side of the building, entering the building through the first-floor city mailroom, Mayor, and City Clerk's offices. The elevator access to the second floor has been identified to be through a portion of the Finance Division offices. To address public access, reception and building directional flow, city staff requested Resin submit an add-services proposal to prepare architectural conceptual recommendations, referenced as "Interior Renovations" for the public access areas for the Mayor, City Clerk and Finance offices. Resin submitted the attached proposal for $32,910.00 for all essential mechanical, electrical, architectural, and structural fees for the interior renovation. The interior renovation proposal brings the total professional services agreement amount for the ARPA funded City Hall project to $81,610.

Attachments: 23.02.03-18024-City Hall Elevator Add Service Proposal.pdf
23.02.06-City Hall IF Elevator-Add Service.pdf

2) Treasurer's Report for January 2023 **21-829**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending January 2023, cash and investments total $182.7M. Total receipts received and reconciled to the general ledger were reported at $58.3M, which includes revenues of

$46.3M and interdepartmental transfers of $12M. Total distributions reconciled to the general ledger were reported at $28.2 M, which includes salary and benefits of $6M, operating costs of $10.2M and interdepartmental transfers of $12M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $ 178.5M.

Attachments: January Treasurer's Report.pdf

3) Bid IF-23-09, Purchase Superpave Hot Mix Asphalt for Public Works **23-117**

This bid will purchase estimated quantities of superpave hot mix asphalt for the Public Works, Streets division.

Attachments: MS_Tabulation Bid IF-23-09 Superpave Hot Mix Asphalt for Public Works.pdf

B. Public Works

1) Bid Award - Fielding Cemetery Road Improvements 2023 **21-826**

On Tuesday, March 7, 2023, bids were received and opened for the Fielding Cemetery Road Improvements 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform overlays on various city streets.

Attachments: PRK-2023-14 Bid Tab.pdf

2) Bid Award - Street Overlays 2023 **21-827**

On Tuesday, March 7, 2023, bids were received and opened for the Street Overlays 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform overlays on various city streets.

Attachments: STR-2023-01 Bid Tab.pdf

3) Local Professional Services Agreement with Atlas Technical Consultants in support of the 17th Street and Woodruff Avenue Intersection Improvement Project **21-828**

The purpose of the agreement is to establish a contract to provide materials testing and inspection for the 17th Street and Woodruff Avenue Intersection Improvement project.

Attachments: 14024 LPA Atlas Signed.pdf

4) Bid Award - Tiger Avenue Water Line Improvements 2023 **23-101**

On Tuesday, March 21, 2023, bids were received and opened for the Tiger Avenue Water Line Improvements 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform water line replacement and street reconstruction of Tiger Avenue between John Adams Parkway and 7th Street.

Attachments: WTR-2023-23 Bid Tab Tiger Ave Water Line Improvements 2023.pdf

5) Bid Award - 65th South Fire Station Driveway **23-102**

On Tuesday, March 21, 2023, bids were received and opened for the 65th South Fire Station Driveway project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform site plan improvements for the City's newest fire station.

Attachments: OTH-2023-15 Bid Tab.pdf

C. Idaho Falls Power

1) IFP-23-11 Westside Substation Racking **23-103**

Idaho Falls Power solicited bids from qualified contractors for racking the westside substation. Three bids were received with Carlson Material Handling being the lowest responsive, responsible bidder.

Attachments: Estimate 9205 Carlson Material Handling.pdf

D. Office of the Mayor

1) Appointment to Idaho Falls Public Library Board of Trustees **23-112**

Give consent to the reappointment of Claire Pace to serve on the Idaho Falls Public Library Board of Trustees as listed below (or take other action deemed appropriate).

Description, Background Information & Purpose

Attachments: IFPL Letter.pdf

E. Office of the City Clerk

1) 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. Parks & Recreation

1) An Ordinance of the City of Idaho Falls Amending City Code Section 8-3-5. **23-114**

This amendment, if approved, would allow alcohol to be permitted to sell, dispense, and consume at the new Gem Lake Bike Park which is being developed as a community resource and a gathering place for various bike activities, including fundraisers and other events by bike clubs and other user groups.

Action Item:

Approve the ordinance amending Title 8, Chapter 3-5, to add Gem Lake Bike Park to the list of City regulated spaces where alcohol may be sold, dispensed, and consumed.

Attachments: Ordinance

B. Municipal Services

1) Idaho Falls Civic Center for the Performing Arts Conceptual Design Professional Services Agreement **21-830**

The city received two proposals for Request for Proposal (RFP) IF-22-01 for conceptual design services for the Idaho Falls Civic Center for the Performing Arts ADA Restrooms and Lobby Expansion project. The RFP was evaluated by five evaluators and the AKM/studio i proposal received a score of 91 and the recommendation for award.

The project's conceptual design goal is to expand the lobby, install ADA restrooms below the lobby, install an elevator for access to the restrooms and mezzanine for construction cost estimate of $6.7M. Of this total, the ADA access project scope is estimated to be 49% of the total or $3.3M. The proposed professional services contract total of $591,000 will include programming, schematic design, design development, construction, and bidding phases. As part of the proposal, AKM and studio i will be leading a team of local civil, structural, electrical, and mechanical engineering firms. An additional $140,000 may be designated for approval of the construction phases, pending the outcome of a capital campaign.

The Idaho Falls Civic Center for the Performing Arts Foundation, a 501(c)(3) organization has been meeting with community members as part of a study to determine the feasibility of a capital campaign to fund the construction portion of the project. The committee has received positive feedback and the Foundation anticipates transitioning into the capital campaign phase of the project.

Action Item:

Accept and approve a professional services contract with architects AKM Architecture, P.A. and studio i, llc for $591,000 (or take other action deemed appropriate).

Attachments: MS_RFP IF-22-01 Idaho Falls Civic Center for the Performing Arts Agreement Bet. Owner & Arch.3.14.23.pdf
RFP IF-22-01 Conceptual Design Services Evaluation Matrix.pdf

2) Quote 23-008, City Council Chambers Renovation **23-110**

The current City Council Chamber platform and dais is over fifteen years old and has reached its useful life. This project will update the City Council Chambers to install improved public access to Council Chambers and will include the installation of a traditional dais. The project will also include the installation of new carpeting, paneling, and ADA ramp. The installation of updated electrical, video, sound and IT elements will be completed by Building Maintenance and Information Technology staff.

Action Item:

Accept and approve the lowest quote received from Alan Clark Construction, LLC. for a total of $92,290.00 (or take other action deemed appropriate).

Attachments: Alan Clark Construction Proposal.pdf
si 21-024 - Council Chambers - Construction set 5.11.22

3) Affirm, Modify or Re-bid IF-23-07, 150-Pound Chlorine Cylinders for Public Works **23-100**

Two bids were received and opened on February 21, 2023, for IF-23-07, 150-Pound Chlorine Cylinders. On Thursday, March 9, 2023, City Council approved the bid award to Oxarc, Inc. for $84,240.00. The second low bidder, Thatcher Company, Inc. submitted a formal protest on March 8, 2023, citing Oxarc

did not acknowledge Addendum 1 and therefore their bid should be invalid. Addendum 1 provided Free on Board (FOB) shipping clarification language that did not change the quantity or pricing. The addendum also stated, "Bids submitted without this addendum and signed by a company representative may be considered invalid". Idaho Statute §67-2806, section j, states "…staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest."

Action Item:

To affirm, modify, or re-bid the bid award to Oxarc, Inc. for $84,240.00 (or take other action deemed appropriate).

Attachments: Thatcher Company, Inc. Protest Letter.pdf
Bid IF-23-07 Addendum 1.pdf
Idaho Statute 67-2806 - Section j - Bidder Protest.pdf
Tabulation Bid IF-23-07 150-Pound Chlorine Cylinders.pdf
Oxarc, Inc.pdf

4) Public Hearing Authorization to Amend City Ordinance 3446, To Adopt, Collect and Administer City Development Impact Fees and First Reading **23-109**

Idaho Statute §67-8206(3) requires a notice of public hearing to amend a development impact fee ordinance, not fewer than fifteen (15) days before the scheduled date of hearing. The City of Idaho Falls has published in the newspaper its intent to conduct a public hearing to amend City Ordinance 3446, Development Impact Fees on Thursday, April 13, 2023, at 7:30 pm at the City Council Chambers, City Hall Annex, 680 Park Avenue, Idaho Falls, Idaho 83402. Idaho Statute §67-8206(6) allows for the reading of the amended ordinance for the first and second times on successive days prior to the public hearing to consider its adoption.

Action Item:

Authorize a Public Hearing and First Reading to amend City Ordinance 3446, to adopt, collect and administer Development Impact Fees (or take other action deemed appropriate).

Attachments: Ordinance - Title 1 Ch 3 and Title 10 Ch 8 Amending Development Impact Fees 3.15.23.pdf

5) Public Hearing to Authorize the Transfer of the West River Boat Ramp to Bonneville County **21-824**

The West River Boat Ramp was purchased by Idaho Falls Power in the early 1980's due to river icing concerns following the bulb construction. Bonneville County and Idaho Fish and Game built the ramp, improved it, and has maintained the land for public use over the years. During the October 12, 2022, Idaho Falls Power board meeting, staff recommended the city transfer parcels, RPO03N37E136772, RPO03N37E136814 and RPO03N37E136908 to Bonneville County.

Action Item:

Pursuant to Idaho Code §50-1402, Municipal Services requests that the City Council conduct a public hearing regarding the transfer of the West River Boat Ramp and subsequently determine whether to transfer this city-owned property to Bonneville County, Idaho, pursuant to Idaho Code §67-2322.

Attachments: West River Road Boat Ramp Quitclaim Deed Template FROM THE CITY TO GRANTEE.pdf
CIF DEED PLOT.pdf
West River Road Boat Ramp 1in to100ft.pdf

C. Community Development Services

1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East **23-107**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R&D, Research and Development with the Limited Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 1, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zoning R&D with the Limited Development Airport Overlay Zone.

Action Item:

1. Approve the Ordinance annexing 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East and assign a Comprehensive Plan Designation of "Special Use Transect" and 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 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning
Aerial
Comp Plan
Staff Report
Land Use Tables
Airport Compatible Land Use Map
PC Minutes.docx
Ordinance
Exhibit A
Map Exhibit.pdf
Reasoned Statement Annexation

2) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R&D, Research and Development with the Limited Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 **23-108**

acres, NE ¼ of Section 12, Township 2 North, Range 37 East

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R&D, Research and Development with the Limited Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 acres, NE ¼ of Section 12, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 1, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zonings of R&D with the Limited Development Airport Overlay Zone. Staff concurs with this recommendation.

Action Item:

1. Approve the Ordinance establishing the initial zoning for R&D, Research and Development with the Limited Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R&D, Research and Development with the 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
Ordinance
Exhibit A
Map Exhibit.pdf
Reasoned Statement

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Sparrow Hill Subdivision First Amended **23-104**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Sparrow Hill Subdivision First Amended. The Planning and Zoning Commission considered this item at its November 1, 2022, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

Action Item:

1. Accept the Final Plat for Sparrow Hill Subdivision First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sparrow Hill Subdivision First Amended and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

4) Final Plat Extension for East River Estates Division 1. **23-105**

The City Council approved the final plat for East River Estates Division 1 at its August 11, 2022, meeting. The Subdivision Ordinance requires that the plat be provided to the city for recording within 6 months of Council approving the plat unless the Council provides an extension. The developer was considering lot line adjustments and they put the property up for sale. When the sale fell through, they decided to continue with the project. Nothing has changed with the plat layout and the staff continues to recommend approval of the plat as it meets all the minimum subdivision standards. The developer anticipates being able to provide the plat for recording in the near future but requests an extension to September 20, 2023 to allow them to complete the process.

Action Item:
Approve the extension for the Final Plat for East River Estates Division 1 (or take other action deemed appropriate).

Attachments: Apprvd East River Estates Plat20-046.pdf
Final Plat.pdf

5) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Black Feather Apartments **23-106**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Black Feather Apaprtments. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

Action Item:
1. Approve the Development Agreement for the Final Plat for Black Feather Apartments 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 Black Feather Apartments 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 Black Feather Apartments and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

6) Legislative Hearing for Consideration of an Ordinance approving the Anderson Bush Urban Renewal District **23-115**

Attached for consideration is the ordinance approving the Anderson Bush Urban Renewal District. The ordinance includes four exhibits:

1. The resolution of the Planning and Zoning Commission for the City of Idaho Falls, Idaho, validating conformity of the Urban Renewal Plan for the Anderson Bush Urban Renewal Project with the City of Idaho Falls' Comprehensive Plan.
2. The notice of hearing published in the Post Register.
3. The Urban Renewal Plan for the Anderson Bush Urban Renewal Project including all associated attachments.
4. Ordinance summary for publication.

Required notification and summary of the plan has been provided to the appropriate taxing entities. The plan included with the ordinance contains an outline of potential projects which may be completed with tax incrementing financing (TIF) funds and a financial feasibility study demonstrating that the expected tax revenues can cover the costs of the projects. Approval of the ordinance is the final step in the creation of the district, which will allow for TIF to be used to incentive and assist redevelopment of the area. The Idaho Falls Redevelopment Agency (FRA) board approved the plan by resolution at its January 19, 2023, meeting. This is anticipated to be a 20-year plan, the maximum allowed by State Statute.

Action Item:

Approve the Ordinance approving the Anderson Bush Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: PC Resolution Validating Conformity of the Urban Renewal Plan for Anderson Bush Urban Renewal Project
Legal Notice-CC Hearing.doc
Anderson Bush Plan w Exhibits.pdf
Ordinance Summary_Anderson Bush Plan.doc

7) Resolution approving the Eligibility Report for the Stanley Boge Urban Renewal District **23-116**

Attached is a resolution approving the Eligibility Report for the Stanley Boge Urban Renewal District. This is the first step required by Idaho Statute in creating a new urban renewal district. The report reviews the criteria for establishing a district and determines which of the criteria are met for the site. The statute requires that only one of the criteria be met. If the Council approves the report, the Idaho Falls Redevelopment Agency (IFRA) will then be authorized to draft an urban renewal district plan,

which will also come back for Council approval. The IFRA board reviewed this report on February 16, 2023 and approved the document. It is now being presented for Council approval.

Action Item:

Approve the Resolution approving the Eligibility Report for the Stanley Boge Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: CC Resolution Approving Stanly Boge District Eligibility Report.docx
Agency Resolution Approving the Stanley Boge Eligibility Report
Boge Stanley Eligibility Study 3-21-23 Final

D. City Attorney

1) 2023 Records Destruction Resolution **23-120**

The proposed Resolution would authorize the destruction of certain temporary records which have no intrinsic, historical, or other value. Prior to the destruction of these records, Idaho Code § 50-907 requires that the destruction of temporary records be ordered by the Council. This resolution meets the requirement to order the destruction of the records specifically listed in the resolution.

Action Item:

Approve the 2023 Records Destruction Resolution to destroy certain temporary records, pursuant to Idaho Code § 50-907 (or take other action deemed appropriate.)

Attachments: Resolution - Destruction Certain Temporary Public Records (2023) 3.10.23.pdf

6. Announcements.

7. Adjournment.

Memorandum

File #: 21-825 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, March 8, 2023
DEPARTMENT: Municipal Services

Subject
Proposal to Add Interior Renovations for the City Hall Elevator Project

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the proposal submitted by Resin Architecture to add services for interior renovations in support of the City Hall Elevator project for a total of $32,910.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
Resin Architecture, a local architectural firm with historical preservation experience has been intermittently consulting with the Municipal Services Department to complete a feasibility study and provide conceptual designs to install an elevator in City Hall to allow for greater ADA access to the building. In early spring of 2018, Municipal Services staff contracted with Resin Architects to conduct a feasibility study to identify potential locations for an elevator in City Hall for $5,000. At the time, the city did not have funding to move forward with the conceptual design. Upon the approval of American Rescue Plan Act (ARPA) funds for the project, city staff requested a conceptual design proposal based on the feasibility study conducted in 2018 and a professional services agreement was approved for $48,700 on July 1, 2022. The conceptual design proposal identified the ideal location of the elevator to be on the west side of the building, entering the building through the first-floor city mailroom, Mayor, and City Clerk's offices. The elevator access to the second floor has been identified to be through a portion of the Finance Division offices. To address public access, reception and building directional flow, city staff requested Resin submit an add-services proposal to prepare architectural conceptual recommendations, referenced as "Interior Renovations" for the public access areas for the Mayor, City Clerk and Finance offices. Resin submitted the attached proposal for $32,910.00 for all essential mechanical, electrical, architectural, and structural fees for the interior renovation. The interior renovation proposal brings the total professional services agreement amount for the ARPA funded City Hall project to $81,610.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Approval of the interior renovation proposal supports the good governance community-oriented result by installing improved public access areas for residents to conduct city business.

Interdepartmental Coordination
All necessary departments have been involved in the project.

Fiscal Impact
The City Hall elevator project has been approved using American Rescue Plan Act (ARPA) funds for a total of $1,000,000.

Legal Review
The City Attorney concurs that the desired Council action is within state statute.

Resin Architecture
305 1st Street
Idaho Falls, Idaho 83401
(208) 757-5700

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Pam Alexander
City of Idaho Falls
308 Constitution
Idaho Falls, ID 83402
208.612.8249
PAlexander@idahofallsidaho.gov

Date: February 6, 2023

Project # / Name / Location: 18024 / City Building Elevator / 308 Constitution Way

Dear Pam,

We appreciate the opportunity to continue working with you and your team on this new addition. We also appreciate the opportunity to propose on doing the design work for the remodel of the existing building. Below is a breakdown of the add services request with regards to the remodel portions of work that were not included in our original agreement. We guarantee the ability to walk inside your building before you break ground.

Scope / Intent and Extent of Services:
Resin Architecture LLC ("Architect" or "Consultant" or "Resin") shall provide design and construction drawings for interior renovations needed to tie the proposed elevator to the existing corridors. This work is related to the existing building located at 308 Constitution Way with the following design considerations:

- Project Parameters:
  - Interior renovations of the existing building per the latest concept plans attached
  - Total impacted space is approximately 1,800 SF

Add Services For Interior Renovations Portion of Work

Discipline	Fee for Remodel
Mechanical	$5,060
Electrical	$5,060
Structural	$1,650
Civil- for relocating of the EV Chargers	$2,000
MTI	N/A
Interiors	Included in Architectural Fee
Architectural	$19,140
Total	**$32,910**

Architecture Deliverable by Phase:

1. Design Development Set
    a. Development of project including engineering consultants coordination
    b. 50% Progress review set - consultant coordination
2. Final Construction Document Set
    a. 95% Progress review set - consultant coordination
3. Construction Administration Services **(Hourly)**
    a. Respond to authority having jurisdiction
    b. Anticipated construction duration 6 months
    c. Bi-Weekly Owner, Architect, Contractor Meetings with report generation
    d. Review submittals from contractor
    e. Review shop drawings from subcontractors

Assumptions:

- The fee proposal is based on the approved concept plans attached for work that was outside of the original scope.
- This contract proposal is specifically limited by the language contained in this agreement. RESIN will provide architectural services, design work, and similar professional services outlined in this proposal agreement. Changes that deviate from the outlined scope of design considerations and professional services may be deemed additional services and will be identified as such by RESIN prior to engaging in work for such changes or deviations from the original scope of work.
- Hourly work to be done at the rates identified under the terms and conditions listed below.

- RESIN to provide the owner with a digital PDF copy of the plans. Hard copy sets if requested will be charged to the owner based on reimbursable expenses as outlined below.

Special Conditions: The terms and conditions are a required part of this Agreement.

Resin Architecture: **Accepted By:**

_____ _____

(Printed Name) (Printed Name)

_____ _____

(Signature) (Date) (Signature) (Date)

TERMS AND CONDITIONS

ARTICLE 1 - PERFORMANCE

RESIN ARCHITECTURE, LLC, hereafter referred to as RESIN, and its employees will provide architectural services exercising a standard of professional care and completeness normally exercised under similar circumstances by reputable architects in this or similar localities. No warranties expressed or implied are made with respect to RESIN's performance, unless agreed in writing. RESIN is not responsible for actions or omissions of the Client, or of third parties under RESIN's direct control. RESIN may rely upon information supplied by the Client, or upon contractors or other consultants involved, or upon information available from generally accepted reputable sources, without independent verification. RES IN shall not have control over nor change of, and shall not be responsible for construction means, methods, techniques, sequences or procedure, or for safety precautions or for safety programs in connection with the project. RESIN shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other non-RESIN persons providing services or performing work on the project. These Standard Terms and Conditions shall continue in full force and effect during, as well as after, the completion or termination of RESIN's employment.

ARTICLE 2 - DOCUMENTS

All plans, specifications, reports, notes, data, images, models and other documents, regardless of medium or content, prepared by RESIN, are instruments of professional service and, unless otherwise agreed in writing, remain property of Resin. The Client is granted a non-exclusive; non-transferable license to use said instruments for this project only. The Client shall not use or make any modification to the drawings, calculations, reports, sketches, or other instruments of service without prior written consent of RESIN. The Client waives and agrees to hold harmless, indemnify and defend RESIN, from and against any and all claims, arising out of any such non-permissive modification.

ARTICLE 3 – PROFESSIONAL SERVICES

Unless the contract is a fixed fee or otherwise negotiated, all services will be billed at the following hourly rates:

Principal Architect…… $163.00	Intern II……$105.00
Senior Project Manager……$147.00	Intern……$90.00
Interior Designer……..……$137.00	Office Admin……$74.00
Project Manager……$126.00	

Additional services are services beyond those described herein and shall be billed as time and material at the current Resin billing rates as of the date the services are rendered. These are Q1 2023 rates. Hourly rates to increase by 2.5% biannually rounded to the nearest $1 increment.

ARTICLE 4– ADDITIONAL EXPENSES

Expenses incurred by RESIN for additional copies of drawings, specifications, reports, postage, mailings, public or private agency fees, meals, lodging and commercial travel, and consultants fees, etc. beyond the scope of services described herein, will be billed at the following rates: actual cost + 10%.
Travel at current government rates per mile by the IRS.

ARTICLE 5 – BILLING

The client engaging RESIN is responsible for payment of charge as described in the Fee Section of this contract. Additional Services will be included on the invoice where applicable. Payment in full is due upon receipt of the invoice. Invoices unpaid 30 days from the invoice date are considered past due and are subject to an interest surcharge at the rate of .42% per month of the unpaid balance (5% true annual rate) will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 90 days after billing, the past due balance may be turned over for collections. At this time all work on the project shall cease as though the Owner has abandoned the project.

ARTICLE 6 – INDEMNITY

Client waives any claim against RESIN, and agrees to defend, indemnify, and hold RESIN harmless from any claim or liability for injury or loss, including all attorney's fees and defense costs, arising or allegedly arising from or in any way connected with RESIN's services under these Terms and Conditions, except to the extent that such claim or liability is caused by RESIN's negligence.

RESIN indemnifies Client against and hold Client harmless from any costs, damages, expenses or liabilities, including reasonable attorneys' fees and court costs, related to or in connection with the work to be performed by RESIN under this Agreement, except to the extent caused by Client's negligence or willful misconduct.

ARTICLE 7– LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and RESIN, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of RESIN to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of RESIN to the Client shall not exceed RESIN's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. RESIN shall not be liable under any circumstance for any claims, losses, costs or damages arising from or attributable to acts of force majeure.

ARTICLE 8 – MERIT OF CLAIM

Prior to any direct or third party claims against RESIN, the Client shall first provide written certifications, executed by at least two independent architects licensed and routinely providing architectural services in the project jurisdiction, who, after reviewing our contract specifying our scope of services, shall specify each and every violation of the standard of care expected by an architect under similar circumstances. Such certifications shall be provided at least thirty days prior to the presentation of any claim or counterclaim.

ARTICLE 9 – DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

ARTICLE 10 – COLLECTION COSTS

In the event legal action is necessary to enforce the payment provisions of this Agreement, prevailing party shall be entitled to collect from the non-prevailing party in addition to judgment and award of contract payments due, all attorney's fees, court costs, and expenses incurred by prevailing party in connection with obtaining such judgment and, in addition, the reasonable value of prevailing party's time and expenses spent in connection with such collection action computed at prevailing party's time and expense rates.

ARTICLE 11 – ABANDONMENT, DELAY, OR TERMINATION

In the event all or any portion of the Project is suspended, abandoned, or terminated, the Client shall pay RESIN for services rendered and for documents prepared, or partially prepared by RESIN as though RESIN had completed the current in-progress phase of the project, or at a time and materials rate as negotiated between client and architect, in accordance with the hourly rates contained herein, total amount not to exceed the contract amount.

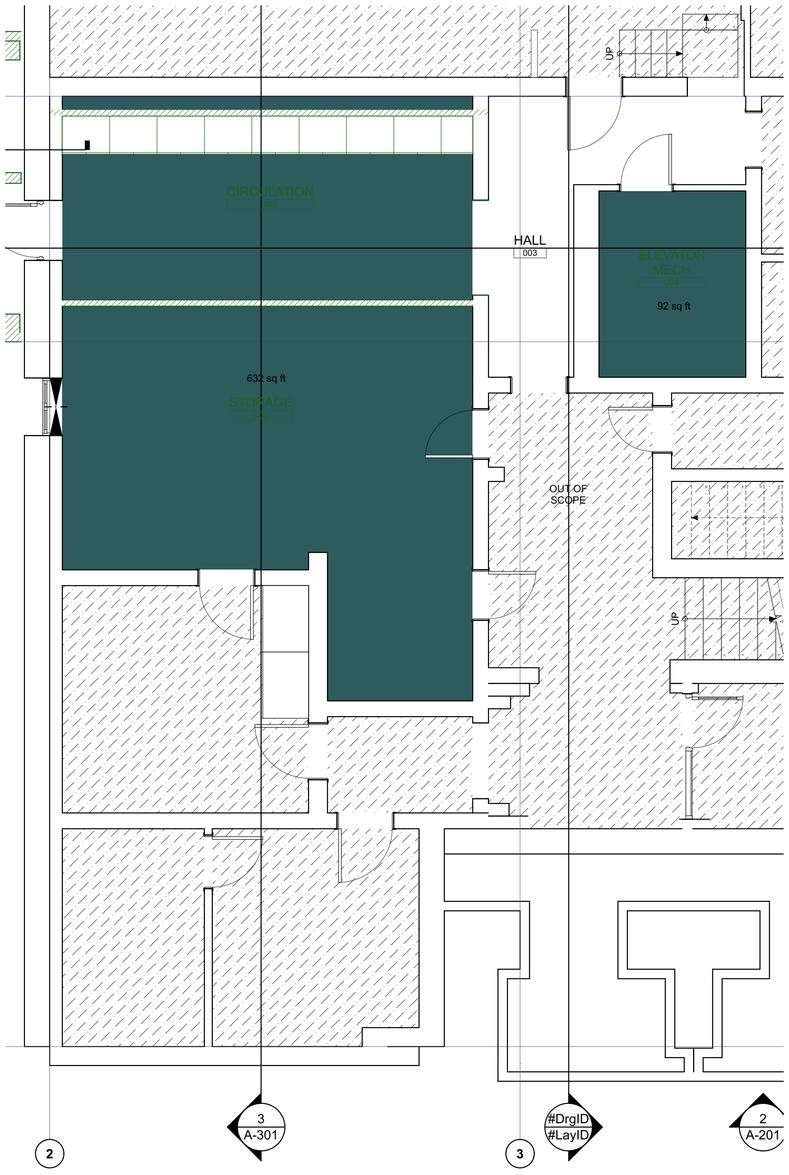
Either party has the right to terminate the project at any time for convenience. If terminated by the Owner, the Owner agrees to pay for all work performed to date as well as any additional costs for obligations which cannot be terminated. If the project is terminated by the Architect, the Architect shall provide the Owner with deliverables as they have been developed as part of standard project phasing and development level at this time of termination.

In the event the Owner chooses to delay the project for more than six weeks during the schedule established for the project, RESIN may remove the project from RESIN's regular production schedule. RESIN will notify the client prior to taking this action. If the Client does not permit work to resume within 4 calendar weeks of notification the project will be removed from the schedule due to Owner initiated delay. Client will be responsible to pay a restart fee in the amount of $500 for the administrative costs associated with closing and reopening the project. Furthermore a project that is removed from the schedule may be subject to delays in continuing development. The extent of delay and restart of work will be negotiated at the time the reasons for delay have been resolved to allow continuation of work.

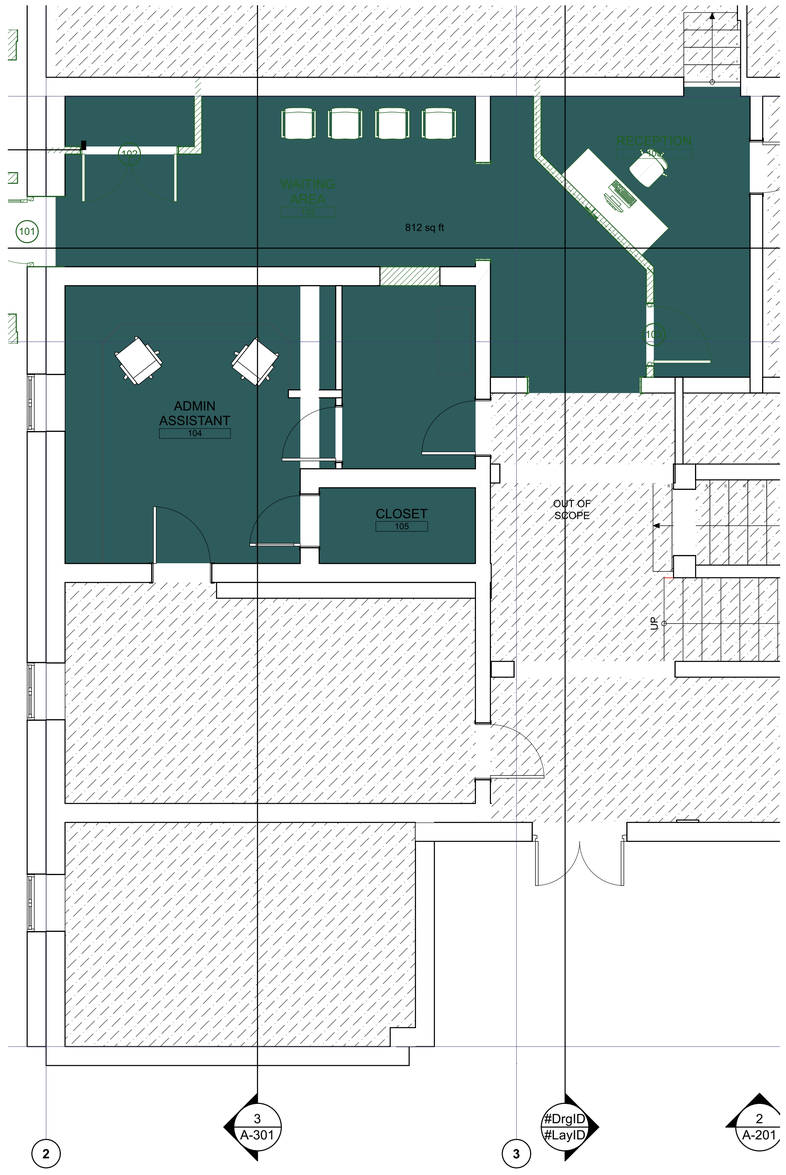
ARTICLE 12 – FORCE MAJEURE

Neither party shall be considered to be in default of its obligations under this Agreement when a failure of performance shall be due to an event of Force Majeure provided that the party shall be excused from performance only for so long as the event of Force Majeure continues. The term "Force Majeure" shall mean any cause reasonably beyond the control of the party and which by the exercise of due diligence such party could not reasonably have been expected to avoid and which it has been unable to overcome. Without limiting the preceding, the following are examples of Force Majeure: acts of God, flood, earthquake, tornado, storm, fire, civil disobedience, labor disputes, labor or material shortages or sabotage, restraints by court order or public authority (whether valid or invalid), and inability to obtain or keep in force necessary governmental authorizations or approvals due to action or inaction of governmental authorities if not caused by the fault of the party seeking relief. If a party is rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure, such party shall give prompt written notice of such fact to the other party.

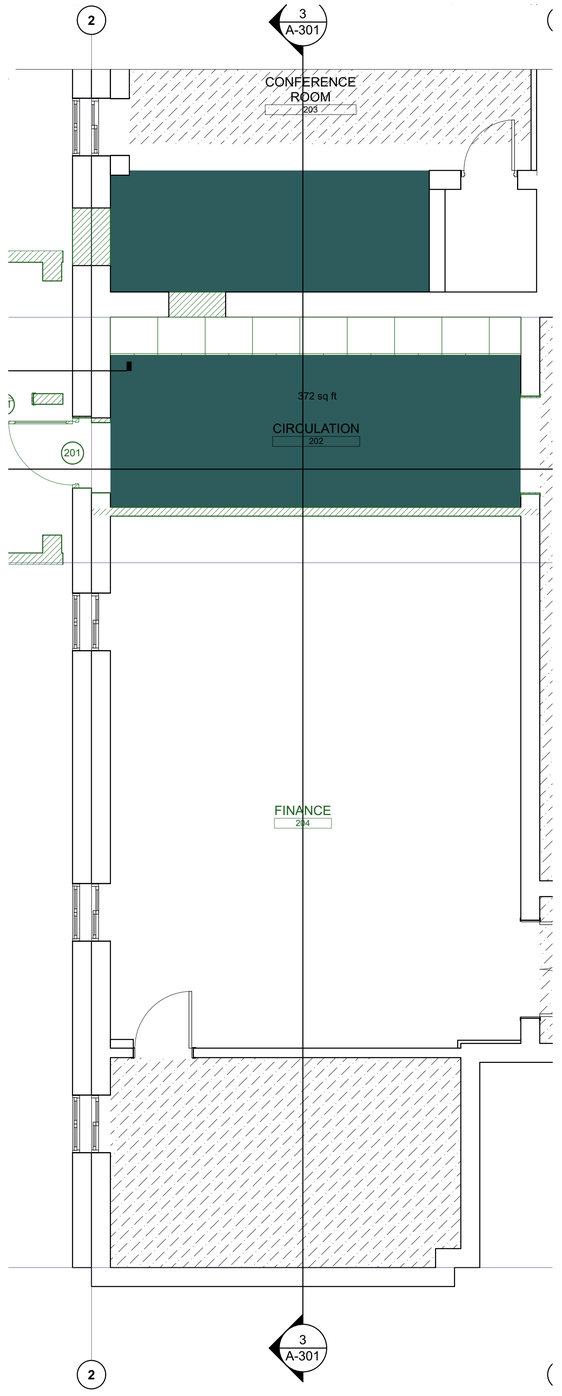
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1 SOUTH BASEMENT PLAN
SCALE: 1/4" = 1'-0"



2 SOUTH FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



3 SECOND FLOOR
SCALE: 1/4" = 1'-0"

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RESIN ARCHITECTURE
305 1st STREET
IDAHO FALLS,ID 83401
PH: 208.757.5700

Original document is on file with the date and architect signature

Original documents signed by:
GREG CROFT
Date original documents signed:
2/6/23

STRUCTURAL
FROST STRUCTURAL ENGINEERING
1020 LINCOLN RD
IDAHO FALLS, ID 83401
PHONE: (208) 227-8404

MECHANICAL / PLUMBING
MUSGROVE ENGINEERING
234 S. WHISPERWOOD WAY
BOISE, ID 83709
PHONE: (208) 384-0585

ELECTRICAL
MUSGROVE ENGINEERING, P.A.
645 W. 25TH ST.
IDAHO FALLS, ID 83402
PHONE: (208) 523-2862

CIVIL

City Hall IF Elevator
308 Constitution Way Idaho Falls, Idaho 83402

ID	DATE	DESCRIPTION

18024

CITY HALL ELEVATOR ADDITIONAL SERVICE

A01

Memorandum

File #: 21-829 **City Council Meeting**

FROM: Mark Hagedorn, Finance Manager/Treasurer
DATE: Friday, March 10, 2023
DEPARTMENT: Municipal Services

Subject
Treasurer's Report for January 2023

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Treasurer's Report for the month-ending January 2023 (or take other action deemed appropriate).

Description, Background Information & Purpose
A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending January 2023, cash and investments total $182.7M. Total receipts received and reconciled to the general ledger were reported at $58.3M, which includes revenues of $46.3M and interdepartmental transfers of $12M. Total distributions reconciled to the general ledger were reported at $28.2 M, which includes salary and benefits of $6M, operating costs of $10.2M and interdepartmental transfers of $12M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $ 178.5M.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination
Not applicable.

Fiscal Impact
Not applicable.

Legal Review
Not applicable.

IDAHO FALLS

City-Wide Actual Cash & Investments by Fund

FY 2022-2023 January

#	FUND	Beginning Cash & Investments	Interest Earned	Total Receipts	Total Disbursements	Ending Cash & Investments	FY 2021-2022 January Ending Cash & Investments
1	GENERAL	16,671,541	40,145	25,802,795	7,298,117	35,176,219	30,771,237
10	STREET	6,803,255	17,524	3,328,889	654,587	9,477,557	5,493,102
11	RECREATION	(109,539)	(282)	652,728	202,951	340,238	939,552
12	LIBRARY	3,413,700	8,793	1,578,361	171,063	4,820,998	4,469,169
13	AIRPORT PFC FUND	2,096,810	5,401	93,884	-	2,190,694	898,452
14	MUNICIPAL EQUIP. REPLCMT.	-	-	-	-	-	216,516.68
15	EL. LT. WEATHERIZATION FD	(10,707.62)	-	-	-	(10,708)	3,774,252
16	BUSINESS IMPRV. DISTRICT	37,424	96	267	-	37,691	47,543
18	GOLF	(180,927)	(466)	74,391	199,939	(306,475)	(496,495)
19	RISK MANAGEMENT	3,612,000	9,561	377,434	135,845	3,853,589	3,585,404
20	SELF-INSURANCE FD.	4,522,925	11,650	32,263	-	4,555,187	4,602,757
23	EMERGENCY MEDICAL SERVICES	601,422	1,549	948,080	802,404	747,099	(686,150)
24	WILDLAND	683,611	1,761	4,876	13,053	675,434	839,510
32	POLICE IMPACT FEES	68,003	175	816	-	68,819	-
33	FIRE IMPACT FEES	21,290	55	541	-	21,831	-
34	PARKS IMPACT FEES	49,723	128	1,745	-	51,469	-
35	STREETS IMPACT FEES	261,370	673	4,877	-	266,247	-
41	MUNICIPAL CAPITAL IMP.	2,305,045	5,937	468,301	17,042.19	2,756,304	2,594,583
42	STREET CAPITAL IMPROVEMENT	925,871	2,385	16,797	91,963	850,706	890,093
43	BRIDGE & ARTERIAL STREET	955,229	2,460	9,891	-	965,120	849,259
45	SURFACE DRAINAGE	161,338	416	1,449	-	162,787	193,957
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,203,188	3,099	44,049	26,912.30	1,220,325	1,313,566
47	PARKS CAPITAL IMPROVEMENT	(333,609)	(859)	18,957	1,220	(315,872)	140,354
49	ZOO CAPITAL IMPROVEMENT	443,729	1,143	76,299	4,896	515,131	441,550
50	CIVIC AUDITORIUM CAPITAL IMP.	203,419	524	1,451	-	204,870	203,499
51	GOLF CAPITAL IMP.	150,451	388	4,532	-	154,983	534,283
52	POLICE CAPITAL IMPROVEMENT	(1,153,122)	-	-	854,801	(2,007,923)	(1,153,136)
60	AIRPORT	7,002,965	18,038	435,845	7,941,674	(502,864)	208,505
61	WATER	19,147,545	49,320	1,175,149	563,387	19,759,307	17,490,448
62	SANITATION	6,095,211	15,700	534,442	384,010	6,245,643	5,883,906
64	IDAHO FALLS POWER	46,614,578	118,845	17,631,697	7,540,156	56,706,118	29,000,249
67	FIBER	264,168	680	1,179,107	610,902	832,372	1,444,871
68	WASTEWATER	30,082,664	77,487	3,881,685	695,721	33,268,628	29,118,397
	TOTAL	152,610,572	392,327	58,381,597	28,210,643	182,781,525	143,609,234

IDAHO FALLS

City-Wide Anticipated Revenue to Actual by Fund

FY 2022-2023 January

#	Fund	Adjusted Budget	January 2023 Receipts	YTD Total Receipts	Difference-Unrealized Revenue	% of Actual to Budget
1	GENERAL FUND	64,377,027	23,200,417	30,445,456	(33,931,571)	47.29%
10	STREET FUND	8,285,900	3,401,424	5,433,425	(2,852,475)	65.57%
11	RECREATION FUND	2,522,188	643,378	1,015,789	(1,506,399)	40.27%
12	LIBRARY FUND	2,946,465	1,576,677	1,700,644	(1,245,821)	57.72%
13	AIRPORT PFC FUND	-	93,884	327,218	327,218	-
14	MERF Fund	-	-	-	-	-
15	EL PUBLIC PURPOSE FUND	-	-	-	-	-
16	BUS IMP DISTRICT	115,000	267	2,172	(112,828)	1.89%
18	GOLF FUND	3,402,314	70,831	501,711	(2,900,603)	14.75%
19	RISK MANAGEMENT FUND	2,266,553	267,529	1,257,941	(1,008,612)	55.50%
20	HEALTH INSURANCE FUND	50,000	32,263	66,532	16,532	133.06%
23	EMERGENCY MEDICAL SERVICE	8,310,404	706,370	2,827,938	(5,482,466)	34.03%
24	WILDLAND FIRE	1,500,000	4,876	691,849	(808,151)	46.12%
32	POLICE IMPACT FEES	843,077	816	37,612	(805,465)	4.46%
33	FIRE IMPACT FEES	452,282	541	8,961	(443,321)	1.98%
34	PARKS & REC IMPACT FEES	900,706	1,745	18,767	(881,939)	2.08%
35	STREETS IMPACT FEES	2,500,000	4,877	137,645	(2,362,355)	5.51%
41	MUNICIPAL CAP IMP	1,290,618	468,301	517,468	(773,150)	40.09%
42	STREET CAP IMP	4,491,000	16,797	318,428	(4,172,572)	7.09%
43	BRIDGE & ARTERIAL FUND	-	65,189	144,154	144,154	-
45	SURFACE DRAINANGE FUND	-	1,818	6,954	6,954	-
46	TRAFFIC LIGHT CAP IMP	436,600	44,049	186,027	(250,573)	42.61%
47	PARKS CAP IMP	90,000	18,097	25,817	(64,183)	28.69%
48	FIRE CAP IMP	401,524	229,483	235,632	(165,892)	58.68%
49	ZOO CAP IMP	1,850,000	76,299	144,627	(1,705,373)	7.82%
50	CIVIC AUDITORIUM CAP IMP	400,000	1,451	5,977	(394,023)	1.49%
51	GOLF CAP IMP	291,600	4,532	40,409	(251,191)	13.86%
52	POLICE CAP IMP	30,000,000	-	4,002,955	(25,997,045)	13.34%
60	AIRPORT FUND	27,732,166	416,828	5,359,876	(22,372,290)	19.33%
61	WATER FUND	13,609,500	1,215,625	4,733,119	(8,876,381)	34.78%
62	SANITATION FUND	5,300,000	522,260	2,037,136	(3,262,864)	38.44%
64	ELECTRIC LIGHT FUND	66,607,920	7,517,674	25,529,560	(41,078,360)	38.33%
67	FIBER	3,750,000	258,826	1,204,507	(2,545,493)	32.12%
68	WASTEWATER	12,650,000	1,301,807	4,953,209	(7,696,791)	39.16%
	TOTAL	267,372,844	42,164,933	93,919,514	(173,453,330)	35.13%

FY 2021-2022 January

Adjusted Budget	YTD Total Receipts	Difference-Unrealized Revenue	% of Actual to Budget
53,588,052	27,817,990	(25,770,062)	51.91%
7,940,709	3,575,994	(4,364,715)	45.03%
3,434,554	830,208	(2,604,346)	24.17%
3,641,394	1,776,348	(1,865,046)	48.78%
-	355,624	355,624	-
2,419,100	216,517	(2,202,583)	8.95%
1,208,000	258,916	(949,084)	21.43%
90,000	983	(89,017)	1.09%
3,010,540	453,039	(2,557,501)	15.05%
1,955,503	534,672	(1,420,831)	27.34%
50,000	(16,172)	(66,172)	-32.34%
7,097,114	2,508,903	(4,588,212)	35.35%
1,200,000	832,019	(367,981)	69.33%
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
810,618	453,355	(357,263)	55.93%
307,000	91,151	(215,849)	29.69%
160,000	41,575	(118,425)	25.98%
41,500	8,324	(33,176)	20.06%
436,596	108,753	(327,843)	24.91%
65,000	1,106,452	1,041,452	1702.23%
401,524	252,361	(149,163)	62.85%
2,000,000	11,201	(1,988,799)	0.56%
200,000	(1,089)	(201,089)	-0.54%
291,600	29,554	(262,046)	10.14%
30,000,000	-	(30,000,000)	0.00%
14,947,300	1,255,880	(13,691,420)	8.40%
11,762,500	4,741,847	(7,020,653)	40.31%
5,214,000	2,003,403	(3,210,597)	38.42%
68,045,982	21,244,868	(46,801,114)	31.22%
1,251,455	592,747	(658,708)	47.36%
12,874,000	4,604,929	(8,269,071)	35.77%
234,444,041	75,690,351	(158,753,690)	32.29%

IDAHO FALLS

General Fund Revenue to Actual

FY 2022-2023 January

Description	Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
TAXES AND FRANCHISES	33,960,945	19,892,699	14,068,246	58.58%
LICENSES & PERMITS REVENUE	1,562,026	402,102	1,159,924	25.74%
FEDERAL GRANTS	3,370,000	12,000	3,358,000	0.36%
STATE GRANTS	4,631,918	1,059,815	3,572,103	22.88%
STATE SHARED REVENUES	9,617,693	4,742,520	4,875,173	49.31%
LOCAL SHARED REVENUES	3,030,792	1,155,784	1,875,008	38.13%
PAYMENT IN-LIEU-TAX	4,727,834	1,529,003	3,198,831	32.34%
CHARGES FOR SERVICES- GENERAL	584,350	123,072	461,278	21.06%
CHARGES FOR SERVICES-ZOO	851,650	44,693	806,957	5.25%
CHARGES FOR SERVICES-PARKS	362,500	27,710	334,790	7.64%
CHARGES FOR SERVICES-CEMETERY	190,000	37,265	152,735	19.61%
CHARGES FOR SERVICES-ANIMAL CONTROL	116,000	34,806	81,194	30.01%
CHARGES FOR SERVICES-COMMUNITY FACILITIES	127,500	36,449	91,051	28.59%
FINES & FORFEITURES	255,600	53,446	202,154	20.91%
INTEREST INCOME	230,000	269,199	(39,199)	117.04%
RENTALS & LEASES	101,000	44,174	56,826	43.74%
REFUNDS	202,887	66,962	135,925	33.00%
CONTRIBUTIONS--PRIVATE SOURCES	110,085	196,238	(86,153)	178.26%
OTHER MISCELLANEOUS REV.	344,247	107,427	236,820	31.21%
MERF DEPRECIATION	-	610,100	(610,100)	-
OTHER FINANCING SOURCES	-	(8.00)	-	-
GENERAL FUND TOTAL	64,377,027	30,445,456	33,931,563	47.29%

FY 2021-2022 January

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
32,239,503	18,831,036	13,408,467	58.41%
1,388,500	614,796	773,704	44.28%
355,555	6,400.00	349,155	1.80%
2,154,325	274,484	1,879,841	12.74%
7,257,712	4,224,253	3,033,459	58.20%
2,305,546	930,798	1,374,748	40.37%
4,635,075	1,537,855	3,097,220	33.18%
535,500	223,818	311,682	41.80%
722,253	50,952	671,301	7.05%
370,000	18,023	351,977	4.87%
175,000	50,125	124,875	28.64%
116,000	25,987	90,013	22.40%
128,000	4,975	123,025	3.89%
258,000	54,197	203,803	21.01%
130,000	(95,518)	225,518	-73.48%
111,000	35,165	75,835	31.68%
212,000	151,285	60,715	71.36%
360,550	82,620	277,930	22.91%
588,533	497,204	91,329	84.48%
-	334,825.00	(334,825.00)	-
(455,000)	(35,289)	(419,711)	7.76%
53,588,052	27,817,990	25,770,062	51.91%

IDAHO FALLS

City-Wide Expenditures-Budget to Actual by Fund

FY 2022-2023 January

#	Fund	Adjusted Budget	January 2023 Expenses	YTD Total Expenses	% of Actual to Budget	Encumbrances	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense	FY 2021-2022 January Adjusted Budget	FY 2021-2022 January YTD Total Expenses	FY 2021-2022 January % of Actual to Budget
1	GENERAL FUND	66,778,887	4,946,131	17,630,392	26.40%	4,578,677	22,209,069	44,569,818	54,100,969	15,522,483	28.69%
10	STREET FUND	10,017,196	570,053	1,782,074	17.79%	1,593,773	3,375,846	6,641,350	9,068,761	2,416,391	26.65%
11	RECREATION FUND	2,522,348	198,273	689,427	27.33%	67,974	757,401	1,764,947	3,487,819	910,828	26.11%
12	LIBRARY FUND	2,983,203	169,379	701,638	23.52%	260,023	961,661	2,021,542	4,464,135	954,358	21.38%
13	AIRPORT PFC FUND	-	-	-	-	-	-	-	-	-	-
14	MERF Fund	-	-	-	-	-	-	-	3,686,196	-	0.00%
15	EL PUBLIC PURPOSE FUND	-	-	-	-	-	-	-	1,208,000	69,472	5.75%
16	BUS IMP DISTRICT	115,000	-	77,000	66.96%	-	77,000	38,000	85,000	60,000	70.59%
18	GOLF FUND	3,449,920	189,437	919,977	26.67%	342,172	1,262,149	2,187,771	3,071,067	842,233	27.42%
19	RISK MANAGEMENT FUND	4,228,629	30,324	749,940	17.73%	60,110	810,050	3,418,579	3,914,496	482,535	12.33%
20	HEALTH INSURANCE FUND	100,000	-	-	-	-	-	100,000	60,000	10,000	16.67%
23	EMERGENCY MEDICAL SERVICE	8,340,368	569,198	3,098,204	37.15%	246,424	3,344,628	4,995,740	6,746,000	2,181,365	32.34%
24	WILDLAND FIRE	1,493,964	13,053	49,016	3.28%	56,039	105,055	1,388,909	1,039,132	42,527	4.09%
32	POLICE IMPACT FEES	843,077	-	-	-	-	-	843,077	-	-	-
33	FIRE IMPACT FEES	452,282	-	-	-	-	-	452,282	-	-	-
34	PARKS & REC IMPACT FEES	900,706	-	-	-	-	-	900,706	-	-	-
35	STREETS IMPACT FEES	2,500,000	-	-	-	-	-	2,500,000	-	-	-
41	MUNICIPAL CAP IMP	2,000,000	17,042	27,003.53	-	14,420	41,424	1,958,576	1,080,831	234,775	21.72%
42	STREET CAP IMP	4,657,998	91,963	244,513	5.25%	129,726	374,239	4,283,759	1,000,000	23,233	2.32%
43	BRIDGE & ARTERIAL FUND	585,282	-	-	-	185,282	185,282	400,000	350,000	153,290	43.80%
45	SURFACE DRAINANGE FUND	250,000	-	-	-	3,410	3,410	246,590	50,000	80,831	161.66%
46	TRAFFIC LIGHT CAP IMP	990,000	26,912	213,931.68	21.61%	165,336	379,268	610,732	545,000	36,742.30	6.74%
47	PARKS CAP IMP	16,897	360	3,681.32	-	747,993	751,675	(734,778)	292,919	113,274	38.67%
48	FIRE CAP IMP	-	-	-	-	-	-	-	-	-	-
49	ZOO CAP IMP	1,863,320	4,896	104,608	5.61%	41,475	146,084	1,717,236	2,000,000	(25,951)	-1.30%
50	CIVIC AUDITORIUM CAP IMP	600,000	-	-	-		-	600,000	200,000	-	-
51	GOLF CAP IMP	316,698	-	18,998	6.00%	74,036	93,034	223,664	275,000	78,001.10	28.36%
52	POLICE CAP IMP	30,000,000	854,801	4,051,510	13.51%	15,067,832	19,119,342	10,880,658	30,000,000	-	-
90	CONTINGENCY	17,315,728	-	-	-	-	-	17,315,728	18,015,683	-	-
60	AIRPORT FUND	27,859,859	1,239,510	2,826,070	10.14%	4,928,882	7,754,952	20,104,907	14,982,017	2,274,699	15.18%
61	WATER FUND	23,129,218	554,888	2,268,791	9.81%	1,696,724	3,965,515	19,163,703	18,547,021	2,367,983	12.77%
62	SANITATION FUND	5,837,496	380,794	1,403,752	24.05%	785,670	2,189,422	3,648,074	6,333,350	1,548,863	24.46%
64	ELECTRIC LIGHT FUND	78,784,577	6,909,599	21,664,946	27.50%	6,010,634	27,675,579	51,108,998	82,487,907	17,085,632	20.71%
67	FIBER	7,543,209	495,659	1,832,846	24.30%	2,450,421	4,283,267	3,259,942	6,293,260	1,516,998	24.11%
68	WASTEWATER	26,940,440	686,358	2,554,363	9.48%	5,016,149	7,570,512	19,369,928	21,507,174	2,366,307	11.00%
	TOTAL	333,416,302	17,948,630	62,912,680	18.87%	44,523,183	107,435,862	225,980,440	294,891,737	51,346,868	17.41%

Based on Months 33.33%

Based on Payroll 30.77%

IDAHO FALLS

General Fund Expenditures- Budget to Actual by Department

FY 2022-2023 January

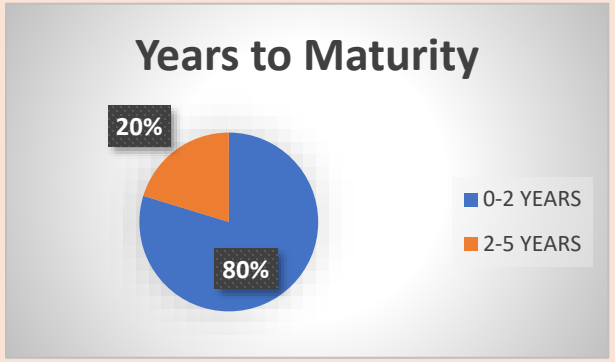
#	Department	Adjusted Budget	January 2023 Expenses	YTD Total Expenses	% of Actual to Adj. Budget	Encumbrance	YTD Total Expenses w/ Encumbrances	Difference- Remaining Expense	FY 2021-2022 January Adjusted Budget	FY 2021-2022 January YTD Total Expenses	FY 2021-2022 January % of Actual to Adj. Budget
1	MAYOR & COUNCIL	743,402	94,885	215,696	29.01%	90,193	305,889	437,513	823,012	197,377	23.98%
1	LEGAL	504,370	28,676	115,574	22.91%	11,950	127,523	376,847	423,563	148,202	34.99%
1	MUNICIPAL SERVICES	6,969,895	346,141	1,461,777	20.97%	1,620,631	3,082,408	3,887,487	5,033,653	1,596,887	31.72%
1	COMMUNITY DEVELOPMENT	4,510,809	253,675	1,256,436	27.85%	782,408	2,038,844	2,471,965	3,780,153	821,006	21.72%
1	HUMAN RESOURCES	469,025	25,915	125,098	26.67%	101,959	227,057	241,968	420,102	129,162	30.75%
1	POLICE	23,097,698	1,858,947	6,106,873	26.44%	352,646	6,459,519	16,638,179	19,651,703	5,160,518	26.26%
1	FIRE	14,720,126	1,074,264	4,723,570	32.09%	678,353	5,401,923	9,318,203	12,476,991	4,822,311	38.65%
1	PARKS	12,237,932	892,584	2,784,278	22.75%	347,526	3,131,804	9,106,128	10,020,868	2,230,785	22.26%
1	GENERAL FUND PUBLIC WORKS	3,525,630	371,044	841,090	23.86%	593,013	1,434,103	2,091,527	1,470,924	416,235	28.30%
	TOTAL	66,778,887	4,946,131	17,630,392	26.40%	4,578,677	22,209,069	44,569,818	54,100,969	15,522,483	28.69%

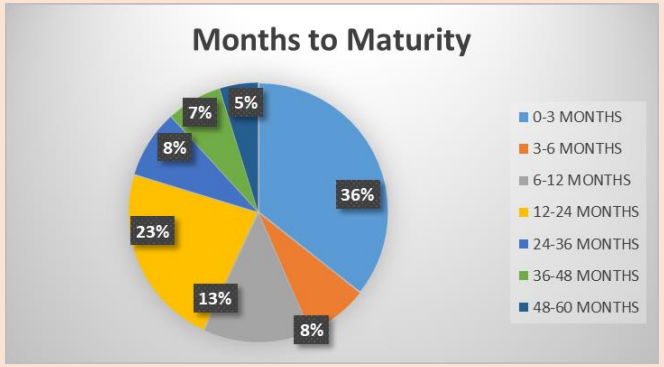
Based on Months 33.33%

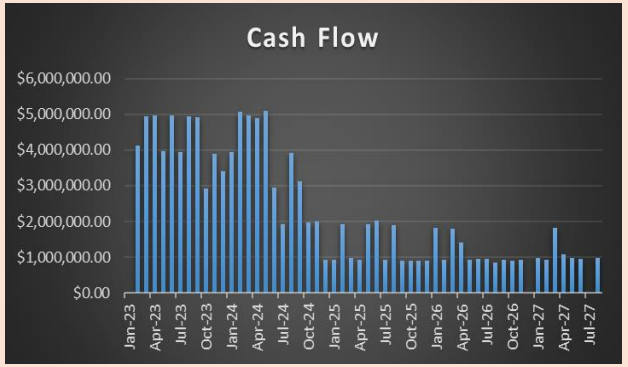
Based on Payroll 30.77%

January 2023 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	$63,619,146.18	35.65%
3-6 MONTHS	$13,875,723.84	7.78%
6-12 MONTHS	$24,000,134.21	13.45%
12-24 MONTHS	$40,784,497.90	22.85%
24-36 MONTHS	$15,165,354.89	8.50%
36-48 MONTHS	$12,395,442.18	6.95%
48-60 MONTHS	$8,611,150.74	4.83%
Total	$178,451,449.94	100.00%





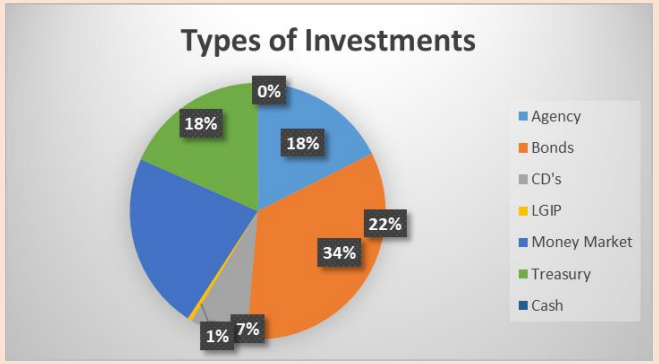


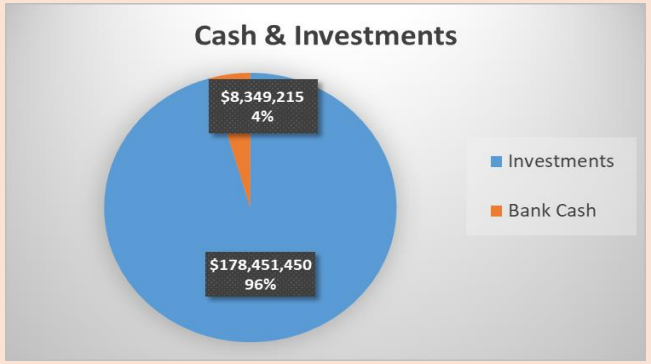
- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.
- Currently the City has 25 percent of the portfolio invested beyond 24 months.

January 2023 Types of Investments

TYPE	AMOUNT	%
Agency	$31,388,005.69	18%
Bonds	$60,332,597.71	34%
CD's	$12,997,208.91	7%
LGIP	$949,512.78	1%
Money Market	$40,000,000.00	22%
Treasury	$32,750,129.48	18%
Cash	$33,995.37	0.02%
Total	$178,451,449.94	100.00%

BROKER	AMOUNT	%
LPL	$259,587	0.15%
LGIP	$949,513	0.53%
Wells Fargo	$167,277,316.72	93.74%
DA Davidson	$0.00	0.00%
WAFED	$0.00	0.00%
Key Bank	$5,409,633.98	3.03%
Idaaho Central CU	$4,555,400	2.55%
Bank of Commerce	$0	0.00%
Total	$178,451,449.94	100.00%





- COIF Investment Policy states that no more than 50% of the portfolio may be invested in one type of security.

- Yearly Investment Comparison
  - City Investment Portfolio
    - 2021: $135.0M
    - 2022: $178.5M
  - Total Cash & Investment
    - 2021: $143.6M
    - 2022: $182.7M

Memorandum

File #: 23-117 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, March 23, 2023
DEPARTMENT: Municipal Services

Subject
Bid IF-23-09, Purchase Superpave Hot Mix Asphalt for Public Works

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the lowest responsive, responsible bidder and sole bidder, Knife River, for a total of $184,000 (or take other action deemed appropriate).

Description, Background Information & Purpose
This bid will purchase estimated quantities of superpave hot mix asphalt for the Public Works, Streets division.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the hot mix asphalt supports the reliable public infrastructure and transportation community-oriented result by providing material inventory for the maintenance of city streets.

Interdepartmental Coordination
Public Works concurs with the award recommendation.

Fiscal Impact
Funds to purchase the hot mix asphalt are within the 2022/23 Public Works, Streets Division operating budget.

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

City of Idaho Falls

Municipal Services Department
Bid Tabulation

Project: Superpave Hot Mix Asphalt ***Number:*** IF-23-09

Submitted: Municipal Services Finance Division ***Date:*** March 22, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Knife River Idaho Falls, ID		
					Unit Price	**Total Amount**	**Exceptions**
1	Product 1	SP3 3/4" HMA	800	Ton	$ 80.000	$ 64,000.00	None
2	Product 2	SP2 3/4" HMA	100	Ton	$ 80.000	$ 8,000.00	
3	Product 3	SP2 1/2" HMA	1,600	Ton	$ 70.000	$ 112,000.00	
		TOTAL				**$ 184,000.00**	

Memorandum

File #: 21-826 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Wednesday, March 8, 2023
DEPARTMENT: Public Works

Subject
Bid Award - Fielding Cemetery Road Improvements 2023

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corporation, in the amount of $59,995.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Tuesday, March 7, 2023, bids were received and opened for the Fielding Cemetery Road Improvements 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform overlays on various city streets.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure and transportation by paving portions of Fielding Cemetery.

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

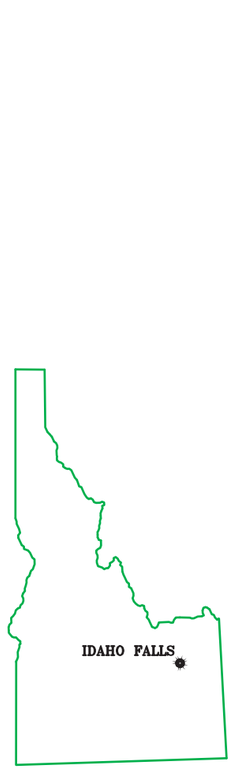
Fiscal Impact
Cost allocation for this project will come from Parks funds and sufficient funding and budget authority exist for completion of the proposed improvements.

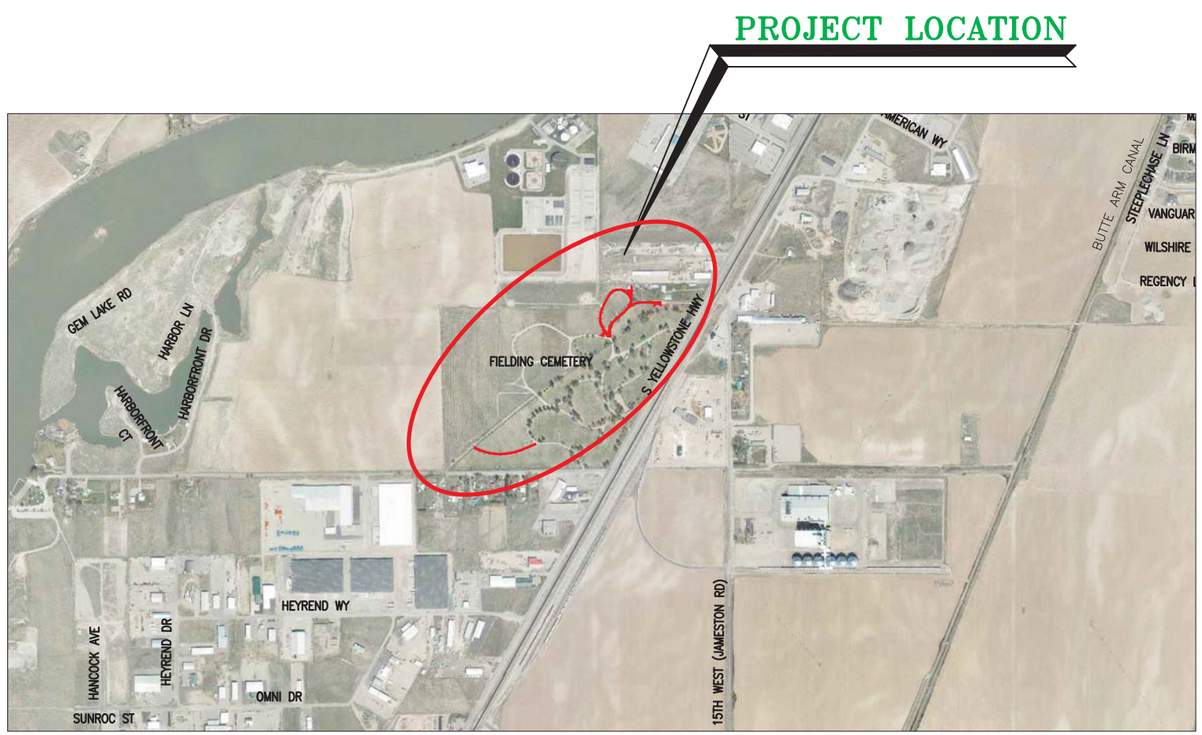
Legal Review

The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

2-37-35-4-PRK-2023-14
2023-21

FIELDING CEMETERY
ROAD IMPROVEMENTS 2023
PROJECT # 2-37-35-4-PRK-2023-14





MAYOR
REBECCA L. NOAH CASPER

CITY COUNCIL
MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY
JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2023

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AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

FIELDING CEMETERY
ROAD IMPROVEMENTS 2023
TITLE PAGE

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FILE NO. 2-37-35-4-PRK-2023-14	DATE PLOTTED: 02/16/23	SHEET NO. 1 OF 2
DWG NO. PRK-2023-14 Title Page		

City of Idaho Falls

Engineering Division

Bid Tabulation

Project: Fielding Cemetery Road Improvements 2023 ***Number:*** 2-37-35-4-PRK-2023-14

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** March 7, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		Sunroc Corp dba Depatco		HK Contractors, Inc	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 800 - AGGREGATES & ASPHALT										
8.01	802.4.1.A.1	Crushed Aggregate for Base, Type I	100	CY	$60.00	$6,000.00	$79.65	$7,965.00	$66.00	$6,600.00	$100.00	$10,000.00
8.02	810.4.1.A.1	Plant Mix Pavement	430	TO	$130.00	$55,900.00	$121.00	$52,030.00	$130.00	$55,900.00	$126.00	$54,180.00
		TOTAL				**$61,900.00**		**$59,995.00**		$62,500.00		$64,180.00

Memorandum

File #: 21-827 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Wednesday, March 8, 2023
DEPARTMENT: Public Works

Subject
Bid Award - Street Overlays 2023

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corporation, in the amount of $534,444.44; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Tuesday, March 7, 2023, bids were received and opened for the Street Overlays 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform overlays on various city streets.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure and transportation by investing in the maintenance of our street network.

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

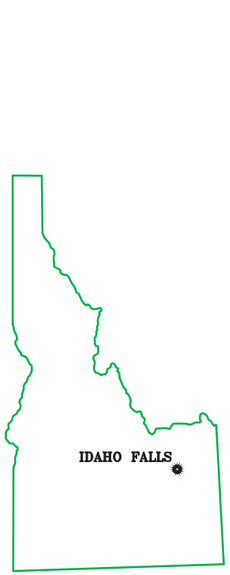
Fiscal Impact
Cost allocation for this project will come from Street Division funds and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

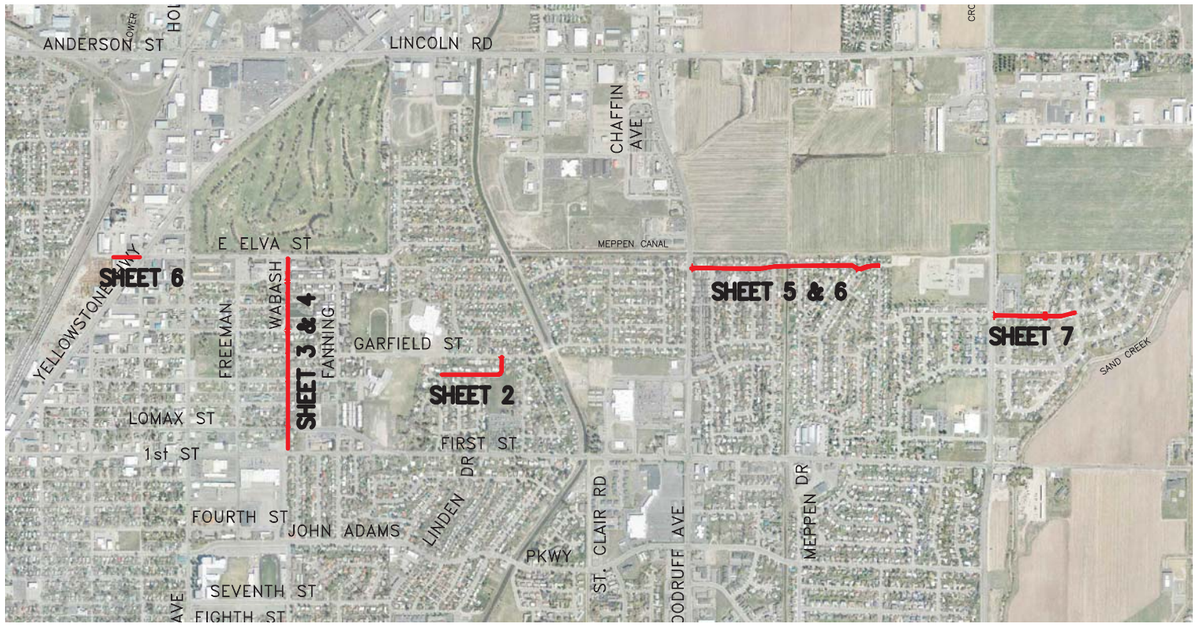
The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

0-00-00-0-STR-2023-01
2023-22

STREET OVERLAYS 2023
PROJECT # 0-00-00-0-STR-2023-01







MAYOR
REBECCA L. NOAH CASPER

CITY COUNCIL
MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
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ENGINEERING DIVISION
PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2023

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PROFESSIONAL ENGINEER
REGISTERED
9247
STATE OF IDAHO
KENT J. FUGAL

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

STREET OVERLAYS 2023

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DWG NO. Main_STR-2023-01_Title-Page			

City of Idaho Falls

Engineering Division

Bid Tabulation

Project: Street Overlays 2023 ***Number:*** 0-00-00-0-STR-2023-01

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** March 7, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		HK Contractors, Inc		Sunroc Corp dba Depatco	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK										
2.01	201.4.1.D.1	Removal of Concrete	183	SY	$20.00	$3,660.00	$18.00	$3,294.00	$16.50	$3,019.50	$19.00	$3,477.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	373	LF	$15.00	$5,595.00	$9.00	$3,357.00	$8.00	$2,984.00	$13.60	$5,072.80
		DIVISION 700 - CONCRETE										
7.01	706.4.1.A.7	Curb and Gutter, Type Standard	373	LF	$75.00	$27,975.00	$59.00	$22,007.00	$55.00	$20,515.00	$59.00	$22,007.00
7.02	706.4.1.E.1.b	Concrete Sidewalks, thickness 5"	183	SY	$200.00	$36,600.00	$165.00	$30,195.00	$206.00	$37,698.00	$120.00	$21,960.00
		DIVISION 800 - AGGREGATES & ASPHALT										
8.01	803.4.1.A.1	Plant Mix Pavement 1/2", PG 58-34	3,259	TO	$125.00	$407,375.00	$107.00	$348,713.00	$110.00	$358,490.00	$105.00	$342,195.00
		DIVISION 2000 - MISCELLANEOUS										
20.01	2010.4.1.A.1	Mobilization	1	LS	$80,000.00	$80,000.00	$40,423.44	$40,423.44	$26,020.50	$26,020.50	$50,500.00	$50,500.00
20.02	2030.4.1.A.1	Manhole, Adjust to Grade	44	EA	$1,000.00	$44,000.00	$525.00	$23,100.00	$1,005.00	$44,220.00	$1,275.00	$56,100.00
20.03	2030.4.1.C.1	Valve Box Adjust to Grade	36	EA	$1,000.00	$36,000.00	$450.00	$16,200.00	$825.00	$29,700.00	$700.00	$25,200.00
20.04	2030.4.1.E.1	Lower Manhole Ring	14	EA	$1,000.00	$14,000.00	$500.00	$7,000.00	$520.00	$7,280.00	$900.00	$12,600.00
20.05	2030.4.1.F.1	Lower Water Valve Box	10	EA	$1,000.00	$10,000.00	$345.00	$3,450.00	$375.00	$3,750.00	$500.00	$5,000.00
20.06	2060.4.1.A.1	Cold Milling	11,856	SY	$3.00	$35,568.00	$2.75	$32,604.00	$3.25	$38,532.00	$2.50	$29,640.00
20.07	2060.4.1.C.1	End Treatment	734	LF	$30.00	$22,020.00	$1.50	$1,101.00	$15.00	$11,010.00	$12.00	$8,808.00
		SPECIAL PROVISIONS										
SP-1	S0605	Inlet Box (Frame & Grate Only)	2	EA	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$1,825.00	$3,650.00	$2,600.00	$5,200.00
		TOTAL				**$725,793.00**		**$534,444.44**		$586,869.00		$587,759.80

Memorandum

File #: 21-828 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Wednesday, March 8, 2023
DEPARTMENT: Public Works

Subject
Local Professional Services Agreement with Atlas Technical Consultants in support of the 17th Street and Woodruff Avenue Intersection Improvement Project

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Professional Services Agreement with Atlas Technical Consultants, LLC. and authorize the Mayor to execute the document (or take other action deemed appropriate).

Description, Background Information & Purpose
The purpose of the agreement is to establish a contract to provide materials testing and inspection for the 17th Street and Woodruff Avenue Intersection Improvement project.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This agreement supports the community-oriented result of reliable public infrastructure and transportation by aiding in the construction administration of this intersection improvement project.

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

Fiscal Impact
The cost to these perform these services is a not-to-exceed amount of $93,500.00. The City match requirement for this Federal Aid project will be $6,862.90. Sufficient funding and budget authority exist to complete the work associated with the Agreement.

Legal Review

The Agreement has been reviewed and approved by the office of the City Attorney.

2-38-21-3-STR-2016-07
2023-23

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 96467

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF IDAHO FALLS, whose address is PO Box 50220 Idaho Falls, ID 83405, hereinafter called the "Sponsor," and Atlas Technical Consultants LLC, whose address is 2791 S. Victory View Way, , Boise, ID, 83709, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
SMA-7406, INT E 17TH ST & S WOODRUFF AVE, IDAHO FALLS	A014(024)	14024

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by T. Matt Koster, Resident Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
   a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.
   b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

   In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.
2. Per Diem will be reimbursed at the current approved rates. These rates are listed at http://itd.idaho.gov/business/?target=consultant-agreements .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/1/2023**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.

B. Compensation Amount

1. Not-To-Exceed Amount: **$93,500.00**
2. Additional Services Amount: **$0.00**
3. Total Agreement Amount: **$93,500.00**

C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$50,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

ATLAS TECHNICAL CONSULTANTS LLC
Consultant

By: _____

Title: Senior Project Manager

CITY OF IDAHO FALLS
Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS
Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator**: Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **State**: Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".

17. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

   Lump Sum

   Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

   Cost Plus Fixed Fee

   The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed Fee.

   Cost

   The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

   Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at http://itd.idaho.gov/business/?target=consultant-agreements .

   For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

   If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.

5. Payments to Subconsultants

   Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

a. Increase in the work required by the State due to unforeseen circumstances.
b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

a. Extensions of time may be granted for the following reasons:

   i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.

   ii. Additional work ordered in writing by the State.

b. Extensions of time will not be granted for the following reasons:

   i. Underestimating complexity of work.

   ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.

b. Continued submission of sub-standard work.

c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.

d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.

c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant’s work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant’s work product by the State or payment, partial or final, shall not constitutes a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State’s notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

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 will 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).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

SCOPE OF SERVICES MATERIALS TESTING & INSPECTION
LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL
By ATLAS TECHNICAL CONSULTANTS
APRIL 2023
14024 INT E 17TH ST AND S WOODRUFF AVE, IDAHO FALLS

This scope of work is to provide Materials Testing & Inspection Services under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer. Atlas Technical Consultants (CONSULTANT) intends to provide the LHTAC with experienced Materials Testing & Inspection personnel for the assigned project. The following tasks represent the individual services that are to be provided by the Consultant, Inc. under this agreement:

PRIMARY TASKS:

1. Administration - Monthly invoices from Atlas Technical Consultants will be submitted to the LHTAC Resident Engineer for review and processing during months that work is completed.

2. Materials Testing & Inspection – CONSULTANT will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed by qualified personnel in accordance with the ITD Quality Assurance requirements and the LHTAC Resident Engineer. Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions including up to 4 deliveries of sampled materials to ITD headquarters.

CONSULTANT will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies.

Contract Items requiring materials testing:

- Density testing of subgrade, trench/structure backfills, subbase, and base materials. Contract Items include: 205-005A, 301-005A, 303-022A
- Concrete sampling, testing, and inspections
  Contract Items: 502-140A, 502-310A, 502-465A, 503-010A, 503-020A, and 614-015A–615-491A
- Density testing of hot mix asphalt (HMA) Contract Item: 405-425A
- Sampling and laboratory testing of soils, concrete, and HMA

3. Project Schedule – It is anticipated that Atlas Technical Consultants will be engaged in materials testing services for a 6-month duration from **May 2023 through November 2023**. Saturdays are included in the working days. Night work is also anticipated.

4. <u>Professional Service Fee</u> – CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

PROJECT LOCATION: 17th & Woodruff Ave

PROJECT NUMBER: A014(024)

PROJECT KEY NUMBER: 14024

ATLAS TECHNICAL CONSULTANTS - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days		Man-Hours		Raw Hrly Rate	2.5379 Loaded Hrly Rate		Loaded Labor Cost
1	Project Manager	Deven Elison	7	=	55	@	$78.00	$197.96	= $	10,887.80
2	Inspector / Lead Mat Tech	Brock Thornock	45	=	357	@	$43.00	$109.13	= $	38,959.41
3	Docs Mngmnt	Justin Bledsoe	5.25	=	42	@	$75.00	$190.34	= $	7,994.28
4	Admin	Tyra Hall	1.75	=	14	@	$33.00	$83.75	= $	1,172.50
					TOTAL LOADED LABOR COST				**= $**	**59,013.99**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD****

Approved Overhead Rate **129.57%**

C. NET FEE *** **10.50%**

D. FCCM **0.12%**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount			Unit Cost		Estimated Expense
1	Vehicle Mileage (Round Trip Mileage Shown)						
	Project Manager	2 Trips	518 Mi	1,036	@ $ 0.655	= $	678.58
	Inspector/Tester	71 Trips	5 Mi	355	@ $ 0.655	= $	232.53
	Material Delivery to HQ	4 Trips	518 Mi	2,072	@ $ 0.655	= $	1,357.16
2	Direct Expenses						
	Per Diem Meals		2 Days		@ $ 59.00	= $	118.00
	Lodging		1 Nights		@ $ 98.00	= $	98.00
3	Materials Testing						
	Moisture Content (T-74)				@ $ 70.26	= $	-
	5-Point Proctor (ITD-898)			2	@ $ 331.26	= $	662.52
	1-Point Proctor (ITD-850)						
	1 Point Method			31	@ $ 169.21	= $	5,245.51
	Moisture Content			31	@ $ 70.26	= $	2,178.06
	Sieve-Coarse				@ $ 213.32	= $	-
	Gradation/SE - GSB (ITD-857/ITD-901)						
	Moisture Content			4	@ $ 70.26	= $	281.04
	Sand Equivalent			4	@ $ 144.31	= $	577.24
	Sieve-Coarse			4	@ $ 213.32	= $	853.28
	Sieve-Fine			4	@ $ 144.31	= $	577.24
	Gradation/SE/FF - 3/4" Agg (ITD-857/ITD-901)						
	Moisture Content			11	@ $ 70.26	= $	772.86
	Sand Equivalent			11	@ $ 144.31	= $	1,587.41
	Sieve-Coarse			11	@ $ 213.32	= $	2,346.52
	Sieve-Fine			11	@ $ 144.31	= $	1,587.41
	Fracture Face			11	@ $ 150.57	= $	1,656.27
	Concrete Cylinders - 1 Ea (ITD-845)			40	@ $ 47.68	= $	1,907.20
	Concrete Fine Agg (ITD-901)			1	@ $ 213.32	= $	213.32
	Concrete Coarse Agg (ITD-901)			1	@ $ 144.31	= $	144.31
	Concrete Surface Resistivity (ITD-845)				@ $ 82.64	= $	-
	Cold Feeds (ITD-1046)						
	Fracture Face				@ $ 150.57	= $	-
	Flat & Elongated				@ $ 150.57	= $	-
	Sand Equivalent				@ $ 144.31	= $	-
	Sieve-Coarse				@ $ 213.32	= $	-
	Sieve-Fine				@ $ 144.31	= $	-
	AntiStrip (ITD-859)			5	@ $ 139.86	= $	699.30
	NCAT Correction Factor (ITD-917)			2	@ $ 559.43	= $	1,118.86
	Asphalt Unit/Wt, Diameter, Density (ITD-892)			20	@ $ 123.27	= $	2,465.40
	Production Tests for Loose Mix Asphalt (ITD-777)						
	HMA Moisture			8	@ $ 70.26	= $	562.08
	Asphalt Content			8	@ $ 220.85	= $	1,766.80
	Spec Grav - Gyro Puck			8	@ $ -	= $	-
	Spec Grav - Puck (Gmb)			8	@ $ -	= $	-
	Spec Grav - Rice (Gmm)			14	@ $ 220.85	= $	3,091.90
	Mechanical Analysis (Sieve)			8	@ $ 213.32	= $	1,706.56
						$	**34,485.36**

TOTAL = $93,499.35

5.00 Months
20.00 Weeks
100.00 Working Days

Atlas - Project Personnel

Feb 27th - Oct 2nd

Construction for 152WD, 24 wks, CE&I = 7 months

		Deven Elison	Brock Thornock	Justin Bledsoe	Tyra Hall		
		Project Manager	Inspector / Lead Mat Tech	Docs Mngmnt	Admin	ATLAS TOTAL	NOTES
1.0	**Construction Administration**						
1.1	Submittal Log & MTR's					-	review and help complete
1.2	Pre-Construction Conference	1.5	3.0			**4.50**	PM time for mtg & travel (Call In)
1.3	Labor Compliance					-	City
1.4	Civil Rights Compliance					-	City
1.5	Filing & Records Verification					-	review and help complete
1.6	Progress Estimate Preparation					-	review
1.7	Materials Certifications					-	review
1.8	Contract Changes					-	City
1.9	Pre-Pave Meeting	1.5	3.0			**4.50**	PM time for mtg & travel (Call In)
1.10	Progress Meetings					-	
1.11	Monthly Invoices			7.0	14.0	**21.00**	7 months
1.12	Change Orders					-	City
1.13	Contract Submittal Review					-	City
1.14	Public Relations					-	City
1.15	511 Reporting					-	City
		3.00	**6.00**	**7.00**	**14.00**	**30.00**	
2.0	**Survey Control**						
2.0	Survey Control					-	
		-	-	-		-	
3.0	**Project Inspection**						
3.1	Inspector Diaries					-	City
3.2	Identify & Recommend Corrections					-	City
3.3	Pay Quantity Collection					-	City
3.4	Enviro & Erosion Control Monitoring					-	City
3.5	Asphalt & Fuel Price Adj. Calcs					-	City
		-	-	-		-	
4.0	**Materials Sampling & Testing**						
4.1	QA and Verification Sampling & Testing	24.0	300.00	7.00		**331.00**	1hr/wk PM, Tech hrs from testing worksheet plus 4 RT deliveries to HQ @ 10hr/trip
4.2	Prepare and Transmit Test Results	24.0		12.00		**36.00**	1hr/wk PM, 0.5hrs/wk for various doc mngmnt
4.3	Schedule for Sampling		48.00			**48.00**	Senior Inspector - 2 hrs per week
4.4	Acceptability of "or-equal" Products					-	
		48.00	**348.00**	**19.00**		**415.00**	
5.0	**Record Drawings & Project Close-Out**						
5.1	Verify documents received			12.00		**12.00**	
5.2	Verify bonds, docs & certs are on file.					-	City
5.3	Substantial completion inspection		3.0			**3.00**	City
5.4	Final inspection					-	City
5.5	Record Plans					-	City
5.6	Final Closeout Internal Audit	4.0		4.00		**8.00**	
		4.00	**3.00**	**16.00**		**23.00**	
	Total Labor Hours	**55.00**	**357.00**	**42.00**	**14.00**	**468.00**	

2023 LHTAC Schedule of Fees-Construction Materials Testing

		Last year	Atlas	% Difference	Average	25% Above Avg
SOIL & AGGREGATE TESTING						
Test Method Designation	**Trade Name**	**Unit Price: $**				
AASHTO T 99 Moisture-Density Relations of Soils Using a 5.5 lb Rammer and 12" Drop (5pt)	Standard Proctor	$ 306.72	$ 331.26	$ 8.00	$ 259.75	$ 324.69
AASHTO T 180 Moisture-Density Relations of Soils Using a 10 lb Rammer and 18" Drop	Modified Proctor	$ 317.88	$ 343.31	$ 8.00	$ 274.43	$ 343.03
Idaho IT-74 # 4 Sieve Screening (only on #4 Sieve not full sieve analysis for contractor provided IT-74 curve)	Sieve			#DIV/0!	$ 124.42	$ 155.52
AASHTO T 272 1-Point Method for Determining Maximum Dry Density and Opt Moisture	1-Point Method	$ 156.68	$ 169.21	$ 8.00	$ 143.74	$ 179.68
AASHTO T 27 Sieve Analysis of Coarse Aggregates	Sieve	$ 197.52	$ 213.32	$ 8.00	$ 167.93	$ 209.91
AASHTO T 11 Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	Fine Wash	$ 133.62	$ 144.31	$ 8.00	$ 124.09	$ 155.12
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test	Sand Equivalent	$ 133.62	$ 144.31	$ 8.00	$ 128.46	$ 160.58
AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying	Moisture Content	$ 65.06	$ 70.26	$ 7.99	$ 73.21	$ 91.51
AASHTO T 265 Laboratory Determination of Moisture Content of Soils	Moisture Content	$ 65.06	$ 70.26	$ 7.99	$ 73.21	$ 91.51
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test, Alt. Method 2, Mechanical	Sand Equivalent	$ 133.62	$ 144.31	$ 8.00	$ 131.34	$ 164.18
AASHTO T 335 Determing the Percentage of Fracture in Coarse Aggregate	Fractured Face	$ 139.42	$ 150.57	$ 8.00	$ 118.22	$ 147.78
CONCRETE TESTING						
Test Method Designation	**Trade Name**	**Unit Price: $**				
AASHTO T22 Compressive Strength of Concrete Cylinders, per each	Strength, each cylinder	$ 44.15	$ 47.68	$ 8.00	$ 42.95	$ 53.68
AASHTO T358 Surface Resistivity of Concrete to Resist Chloride Ion Penetration	Resistivity	$ 76.52	$ 82.64	$ 8.00	$ 60.82	$ 76.02
AASHTO T106 Compressive Strength of Cube Specimens, per each	Cube Strength, each cube	$ 49.21	$ 53.15	$ 8.01	$ 46.69	$ 58.36
PLANTMIX PAVEMENT TESTING						
Test Method Designation	**Trade Name**	**Unit Price: $**				
Idaho IT 99 Detection of Anti-Stripping Additive in Asphalt Binder	Antistrip	$ 129.50	$ 139.86	$ 8.00	$ 125.35	$ 156.69
AASHTO T 335 Determing the Percentage of Fracture in Coarse Aggregate, Method 1	Fractured Face	$ 139.42	$ 150.57	$ 8.00	$ 115.72	$ 144.65
Idaho FOP for ASTM D4791 Flat and Elongated Particles in Course Aggregate	Flat and Elongated	$ 139.42	$ 150.57	$ 8.00	$ 133.97	$ 167.46
Idaho FOP for AASHTO T304 Uncompacted Void Content of Fine Aggregate		$ 138.65	$ 149.74	$ 8.00	$ 137.86	$ 172.32
Ignition Oven Correction Factor IR-157-19, 1 set of 3	NCAT Correction Factor	$ 517.99	$ 559.43	$ 8.00	$ 485.86	$ 607.33
AASHTO T 166 Bulk Specific Gravity of Compacted HMA, Method A or AASHTO T331	Gmb	$ 114.14	$ 123.27	$ 8.00	$ 98.92	$ 123.65
AASHTO T 209 Maximum Specific Gravity of HMA Paving Mixtures, Bowl Method	Rice	$ 204.49	$ 220.85	$ 8.00	$ 189.43	$ 236.79
AASHTO T 269 Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	Air Void	$ 85.82	$ 92.69	$ 8.01	$ 86.38	$ 107.98
AASHTO T 308 Asphalt Binder Content of HMA by Ignition Method	AC	$ 204.49	$ 220.85	$ 8.00	$ 181.18	$ 226.48
AASHTO T 30 Mechanical Analysis of Extracted Aggregate	Seive	$ 197.52	$ 213.32	$ 8.00	$ 215.10	$ 268.87
AASHTO T 329 Moisture Content of HMA by Oven	Asphalt Moisture	$ 65.06	$ 70.26	$ 7.99	$ 83.25	$ 104.06
AASHTO T 312 Density of HMA by Means of the Superpave Gyratory Compactor	Gyratory Pucks	$ 204.49	$ 220.85	$ 8.00	$ 165.18	$ 206.48
ASTM D7227 Rapid Drying of Compacted HMA Specimens Using Vacuum Drying	Codedry	$ 99.45	$ 107.41	$ 8.00	$ 89.14	$ 111.42
AASHTO 331 Bulk specific Gravity and Density of compacted Asphalt Mixtures using Aotomatic Vacuum Sealing	Corelok	$ 182.79	$ 197.41	$ 8.00	$ 197.41	$ 246.76
Hourly Rental Rate for Nuke Gauge*					$ 21.00	$ 26.25

*If supported in an approved Overhead Rate letter

Test rates, as presented, include all costs associated with completing the test and providing final reports. Additional administrative time will not be provided.

When invoicing for these tests, naming convention must match what is presented above. At a minimum, include the test method designation.

PROJECT LOCATION: 17th & Woodruff Ave
PROJECT NUMBER: A014(024)
PROJECT KEY NUMBER: 14024
QA MANUAL: 2020

Bid Item Number	Description	Bid Quanitity	Type of Test	Testing Frequency			Estimated Number of Tests	Estimated Trips Required	Estimated Hours per Trip	Total Hours per Trip	Notes
205-005A	Excavation	19,190.00 CY	Density	1/	5,000	SY	3	3	2.5	7.5	Per QA Manual 1 test per 5000 SY ((191900 x 2.5')/27)/3 = 14892 SY
			Proctors				2	2	2.5	5	Complete a T99 Proctor for native materials - paid per lab rate
301-005A	Granular Subbase	18,300.00 TON	Density	1/	5,000	TON	4	4	2.5	10	Per QA Manual 1/5000 ton
			Aggregate	1/	5,000	TON	4	1	2.5	2.5	Per QA Manual 1/5000 ton - Will try to grab new samples when shooting past densities.
303-022A	3/4" Agg TY B	10,300.00 TON	Density	1/	1,000	TON	11	11	2.5	27.5	Per QA Manual 1/1000 ton
			Aggregate	1/	1,000	TON	11	1	2.5	2.5	Per QA Manual 1/5000 ton - Will try to grab new samples when shooting past densities.
401-020A	CSS-1 Dil Emul	1,600.00 Gal								0	No Sample Needed if less than 2000 Gal
405-240A	Misc Pav	1,506.00 SY	Density	1	3	EA	3	3	3	9	Assume same mix as the SP-3. Have tech shoot some densities
										0	
										0	
										0	
405-410A	Superpave HMA Pav CL SP-T	20.00 TON	Cores	0	-	EA	0	0	0	0	No Testing
			Specific Gravity	0	-	EA				0	
										0	
										0	
405-435A	Superpave HMA Pav CL SP-3	5,800.00 TON	Density Correlation (cores)	10	1	Per Lift	20	2	8	16	Bottom and Top lift - contractor pull cores, Atlas transport, Atlas shoot densities
			Rice Correlation	3	1	Per Lift	6	2	8	16	Bottom and Top - Field Time only
			Test Strip	1	1	EA	1	1	20	20	1 person at the hotplant and 1 person onsite (RAP, Cold Feed, Oil, HMA Samples)
			Loose Mix	1	750	TON	8	5	4	20	assume 5 days of paving
			Paving / Densities	1	375	TON	16	5	8	40	assume 5 days of paving
			PG Binder & Anti Strip	1/	Shift		5	5	2	10	1 Sample (3 cans) Per Shift
										0	
605-025A	12" Storm Sewer Pipe	126.00 FT	Density	1/	200	FT	1	1	2	2	Per QA Manual, 1 Test per 200 LF of Pipe installed, but no less than 1 test per pipe installed in roadway prism.
										0	
605-530A	Catch Basin TY 4	5.00 EA	Density	1/	Structure		5	2	4	8	Per QA Manual 1 test per Ea Structure
										0	
614-015A	Sidewalk	1,438.00 SY	Density	1	Project		1	1	2	2	Per QA Manual 1 per project on Subgrade materials
										0	
614-020A	Driveway	369.00 SY	Density	1	Project		1	1	2	2	Per QA Manual 1 per project on Subgrade materials
										0	
614-025A	Curb Ramp	80.00 SY	Density	1	Project		1	1	2	2	Per QA Manual 1 per project on Subgrade materials
										0	
614-025B	Curb Ramp	24.00 SY	Density	1	Project		1	1	2	2	Per QA Manual 1 per project on Subgrade materials
										0	
615-257A	Curb Type 2	96.00 FT	Density	1	Project		1	1	2	2	1 per project on Subgrade materials
										0	
615-258A	Curb Type 3	1,135.00 FT	Density	1	Project		1	1	2	2	1 per project on Subgrade materials
										0	
615-330A	Gutter	19.00 FT	Density	1	Project		1	1	2	2	1 per project on Subgrade materials
										0	
615-491A	Curb & Gutter Ty 1	3,232.00 FT	Density	1	Project		1	1	2	2	1 per project on Subgrade materials
615-651A	Traffic Separator Ty 1	1,161.00 FT	Density	1	Project		1	1	2	2	1 per project on Subgrade materials
619-010A	Illumination Ty 2	1.00 LS	ITD 70 & Cylinders	1/	Day		2	4	4	16	5 per pour - 20 cylinders
											Assumed aggs and cement samples covered under Traffic Signal
656-005A	Traf Signal Installation	1.00 EA	Fine Agg Gradation	1/	500	CY	1	1	4	4	Per QA Manual, 1 sample per 500 CY; Assume all agg & cement sampling completed same trip
			Coarse Agg Gradation	1/	500	CY	1			0	Per QA Manual, 1 sample per 500 CY
			Cement Sample	1/	1,000	CY				0	Per QA Manual, 1 sample per 1000 CY
			Fly Ash Sample	1/	4,000	CY				0	Per QA Manual, 1 sample per 4000 CY
			Aggregate	1/	Material					0	Per SP, 1 per Back Fill material & 1 per Core Fill material to verify gradation
			ITD 70 & Cylinders	1/	Day		2	4	4	16	5 per pour - 20 cylinders
S904-05A	Water System (1 LS for Waterline)	2,350.00 FT	Density	1/	200	FT	12	3	2	6	Will follow ITD standard for pipe compacting backfill of 1 test per 200 lf, not less than 1 per run. Meters and service lines are not included in this estimate.
S912-05A	SP Colored and Patterned Concrete	648.00 SY	Density	1	Project		1	2	2	4	Per QA Manual 1 per project on Subgrade materials
						Totals	**128**	**71**	**108**	**260**	

Assume each trip is ~1-1.5 hours of field time and ~0.5-0.75 hours of travel

Memorandum

File #: 23-101 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Wednesday, March 22, 2023
DEPARTMENT: Public Works

Subject
Bid Award - Tiger Avenue Water Line Improvements 2023

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corporation, in the amount of $349,949.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Tuesday, March 21, 2023, bids were received and opened for the Tiger Avenue Water Line Improvements 2023 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform water line replacement and street reconstruction of Tiger Avenue between John Adams Parkway and 7th Street.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure and transportation by replacing aging water line and reconstructing 7th Street.

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

Fiscal Impact
Cost allocations for this project will come from Water and Street Division funds and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

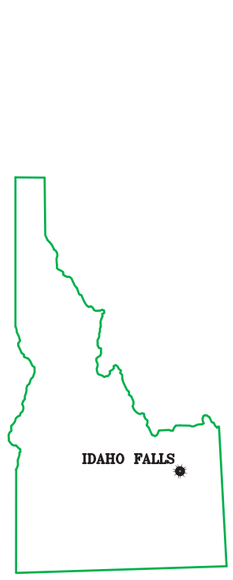
The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

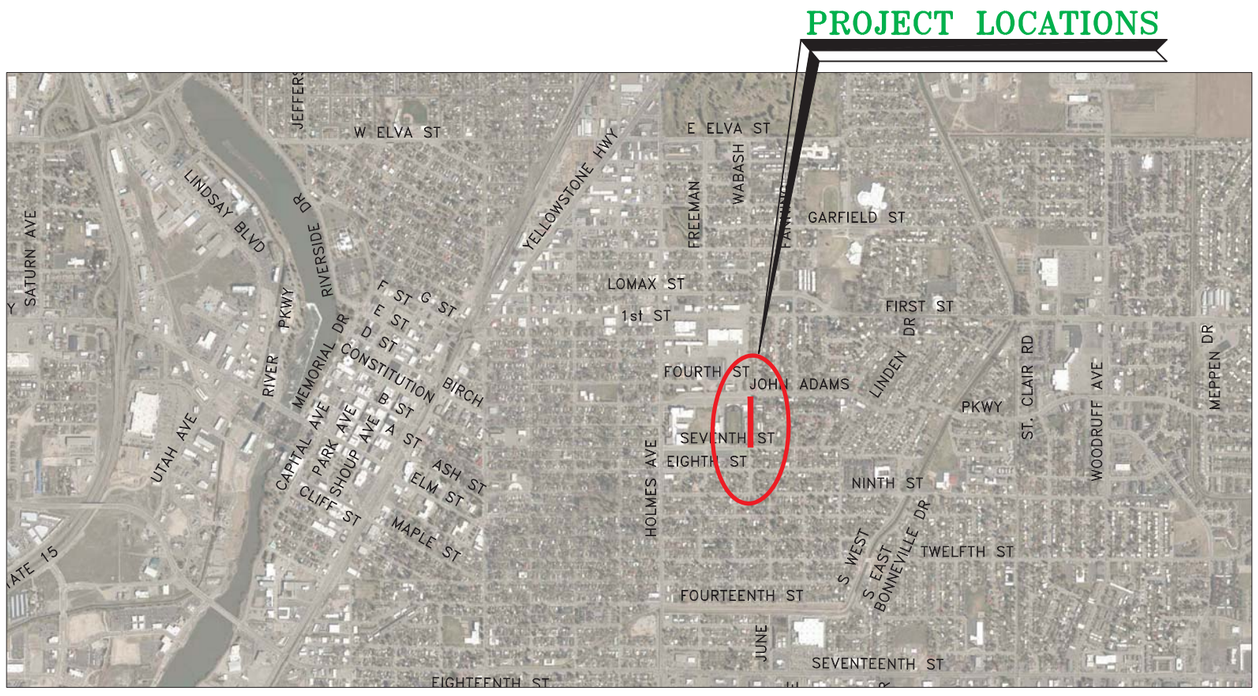
2-38-20-2-WTR-2023-23
2023-21

powered by Legistar™

TIGER AVE WATER LINE IMPROVEMENTS 2023

PROJECT # 2-38-20-2-WTR-2023-23





MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY
JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2023

Digitally signed by Kent J Fugal:A01410C00000177F92E041C00017649
Date: 2023.03.02 14:43:43-07'00'

PROFESSIONAL ENGINEER
REGISTERED
9247
STATE OF IDAHO
KENT J. FUGAL

AS BUILT DATE / BY: ____ / ____

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

TIGER AVE WATER LINE IMPROVEMENTS 2023

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
CEP	CW	3/1/2023	1 OF 4

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City of Idaho Falls

Engineering Division

Bid Tabulation

Project: Tiger Ave Water Line Improvements 2023 ***Number:*** 2-38-20-2-WTR-2023-23

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** March 21, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		Sunroc Corp dba Depatco		3H Construction LLC		JM Concrete, Inc		Vanguard LLC	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK														
2.01	201.4.1.D.1	Removal of Concrete	88	SY	$20.00	$1,760.00	$14.00	$1,232.00	$8.30	$730.40	$25.00	$2,200.00	$20.00	$1,760.00	$30.00	$2,640.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	207	LF	$15.00	$3,105.00	$5.00	$1,035.00	$6.80	$1,407.60	$12.00	$2,484.00	$10.00	$2,070.00	$20.00	$4,140.00
2.03	201.4.1.F.1	Removal of Fire Hydrant	1	EA	$1,000.00	$1,000.00	$600.00	$600.00	$2,550.00	$2,550.00	$2,100.00	$2,100.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00
2.04	202.4.1.A.1	Excavation	1,489	CY	$25.00	$37,225.00	$17.00	$25,313.00	$21.00	$31,269.00	$16.50	$24,568.50	$50.00	$74,450.00	$71.00	$105,719.00
		DIVISION 300 - TRENCHING														
3.01	302.4.1.B.1	Rock Excavation	200	LF	$75.00	$15,000.00	$120.00	$24,000.00	$136.00	$27,200.00	$1.00	$200.00	$75.00	$15,000.00	$100.00	$20,000.00
3.02	307.4.1.A.1	Miscellaneous Surface Restoration (Landscaping)	24	LF	$50.00	$1,200.00	$55.00	$1,320.00	$67.00	$1,608.00	$60.00	$1,440.00	$50.00	$1,200.00	$100.00	$2,400.00
		DIVISION 400 - WATER														
4.01	401.4.1.A.1.a	4" Water Main Pipe	153	LF	$55.00	$8,415.00	$43.00	$6,579.00	$37.00	$5,661.00	$148.00	$22,644.00	$75.00	$11,475.00	$100.00	$15,300.00
4.02	401.4.1.A.1.b	8" Water Main Pipe	725	LF	$60.00	$43,500.00	$33.00	$23,925.00	$55.00	$39,875.00	$98.00	$71,050.00	$75.00	$54,375.00	$100.00	$72,500.00
4.03	401.4.1.C.1	Temporary Water Service	1	LS	$7,500.00	$7,500.00	$7,000.00	$7,000.00	$1.00	$1.00	$29,000.00	$29,000.00	$20,000.00	$20,000.00	$10,000.00	$10,000.00
4.04	402.4.1.A.1.a	Valve – Size 4" - Type Gate	3	EA	$1,000.00	$3,000.00	$925.00	$2,775.00	$1,350.00	$4,050.00	$575.00	$1,725.00	$500.00	$1,500.00	$1,200.00	$3,600.00
4.05	402.4.1.A.1.b	Valve – Size 8" - Type Gate	2	EA	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$1,460.00	$2,920.00	$775.00	$1,550.00	$1,000.00	$2,000.00	$1,200.00	$2,400.00
4.06	403.4.1.A.1	Hydrant	2	EA	$3,000.00	$6,000.00	$2,655.00	$5,310.00	$3,650.00	$7,300.00	$3,800.00	$7,600.00	$3,500.00	$7,000.00	$8,000.00	$16,000.00
4.07	404.4.1.B.1	Replace Water Service, size 2"	3	EA	$3,500.00	$10,500.00	$2,785.00	$8,355.00	$4,400.00	$13,200.00	$3,500.00	$10,500.00	$3,000.00	$9,000.00	$12,000.00	$36,000.00
		DIVISION 600 - CULVERTS & STORM DRAINS														
6.01	602.4.1.F.1	Catch Basin – Type IV (2' X 3')	1	EA	$3,000.00	$3,000.00	$2,150.00	$2,150.00	$3,300.00	$3,300.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
		DIVISION 700 - CONCRETE														
7.01	706.4.1.A.7	Curb and Gutter, Type Standard	207	LF	$75.00	$15,525.00	$60.00	$12,420.00	$45.00	$9,315.00	$65.00	$13,455.00	$70.00	$14,490.00	$60.00	$12,420.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, thickness 4"	37	SY	$150.00	$5,550.00	$115.00	$4,255.00	$166.00	$6,142.00	$125.00	$4,625.00	$140.00	$5,180.00	$178.00	$6,586.00
7.03	706.4.1.E.1.b	Concrete Sidewalks, thickness 5"	51	SY	$175.00	$8,925.00	$140.00	$7,140.00	$175.00	$8,925.00	$148.00	$7,548.00	$150.00	$7,650.00	$218.00	$11,118.00
		DIVISION 800 - AGGREGATES & ASPHALT														
8.01	801.4.1.A.1	Uncrushed Aggregate Base	617	CY	$45.00	$27,765.00	$34.00	$20,978.00	$57.00	$35,169.00	$24.00	$14,808.00	$50.00	$30,850.00	$45.00	$27,765.00
8.02	802.4.1.A.1	Crushed Aggregate for Base Type 1	621	CY	$55.00	$34,155.00	$50.00	$31,050.00	$60.00	$37,260.00	$34.00	$21,114.00	$50.00	$31,050.00	$60.00	$37,260.00
8.03	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	515	TON	$120.00	$61,800.00	$105.00	$54,075.00	$115.00	$59,225.00	$118.00	$60,770.00	$110.00	$56,650.00	$116.00	$59,740.00
		DIVISION 2000 - MISCELLANEOUS														
20.01	2010.4.1.A.1	Mobilization	1	LS	$35,000.00	$35,000.00	$88,255.00	$88,255.00	$52,000.00	$52,000.00	$54,000.00	$54,000.00	$72,330.00	$72,330.00	$40,636.00	$40,636.00
20.02	2030.4.1.A.1	Manhole, Adjust to Grade	5	EA	$1,000.00	$5,000.00	$1,100.00	$5,500.00	$1,200.00	$6,000.00	$600.00	$3,000.00	$500.00	$2,500.00	$500.00	$2,500.00
20.03	2030.4.1.C.1	Valve Box, Adjust to Grade	1	EA	$750.00	$750.00	$700.00	$700.00	$975.00	$975.00	$600.00	$600.00	$500.00	$500.00	$500.00	$500.00
20.04	2050.4.1.C.1	Subgrade Separation Geotextile	3,694	SY	$2.75	$10,158.50	$3.00	$11,082.00	$3.00	$11,082.00	$2.50	$9,235.00	$5.00	$18,470.00	$2.50	$9,235.00
		SPECIAL PROVISIONS														
SP-1	S0605	Inlet Box (Frame & Grate Only)	2	EA	$1,500.00	$3,000.00	$1,450.00	$2,900.00	$1,550.00	$3,100.00	$1,800.00	$3,600.00	$1,500.00	$3,000.00	$1,250.00	$2,500.00
		TOTAL				**$350,833.50**		**$349,949.00**		$370,265.00		$373,316.50		$448,000.00		$505,959.00

Memorandum

File #: 23-102 **City Council Meeting**

FROM: Chris H Fredericksen
DATE: Wednesday, March 22, 2023
DEPARTMENT: Public Works

Subject
Bid Award - 65th South Fire Station Driveway

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corporation, in the amount of $147,215.30; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Tuesday, March 21, 2023, bids were received and opened for the 65th South Fire Station Driveway project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to perform site plan improvements for the City's newest fire station.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

This project supports the community-oriented result of a safe and secure community by completing site plan improvements for the City's new fire station.

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

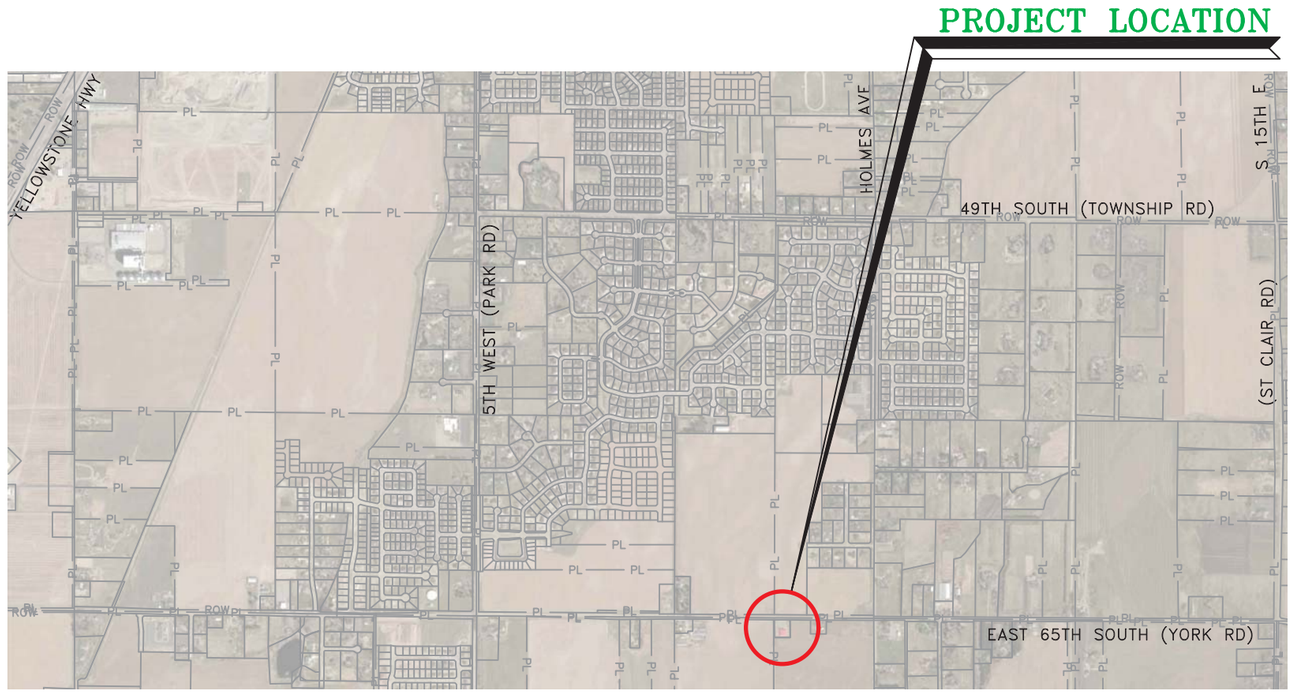
Fiscal Impact
Cost allocation for this project will come from the Fire Department and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

1-38-07-1-OTH-2023-15
2023-27

65TH SOUTH
FIRE STATION DRIVEWAY
PROJECT # 1-38-07-1-OTH-2023-15





MAYOR
REBECCA L. NOAH CASPER

CITY COUNCIL
MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY
JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2023

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Date: 2023.03.03 12:17:20-07'00'

PROFESSIONAL ENGINEER
REGISTERED
9247
STATE OF IDAHO
KENT J. FUGAL

AS BUILT DATE / BY:
_____ / _____

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

65TH SOUTH FIRE STATION DRIVEWAY
TITLE PAGE

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
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City of Idaho Falls

Engineering Division

Bid Tabulation

Project: 65th South Fire Station Driveway ***Number:*** 1-38-07-1-OTH-2023-15

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** March 21, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		Sunroc Corp dba Depatco		JM Concrete, Inc		Avail Valley Construction	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK												
2.01	202.4.1.A.1	Excavation	82	CY	$20.00	$1,640.00	$44.00	$3,608.00	$29.25	$2,398.50	$30.00	$2,460.00	$52.50	$4,305.00
2.02	202.4.6.A.1	Borrow	111	CY	$35.00	$3,885.00	$50.00	$5,550.00	$36.50	$4,051.50	$40.00	$4,440.00	$61.00	$6,771.00
2.03	201.4.1.F.1	Removal of Tree (4"-6" DIA)	3	EA	$1,000.00	$3,000.00	$380.00	$1,140.00	$240.00	$720.00	$200.00	$600.00	$807.00	$2,421.00
		DIVISION 300 - TRENCHING												
3.01	307.4.1.A.1	Miscellaneous Surface Restoration (Landscaping)	145	LF	$40.00	$5,800.00	$7.00	$1,015.00	$30.00	$4,350.00	$10.00	$1,450.00	$49.25	$7,141.25
		DIVISION 700 - CONCRETE												
7.01	706.4.1.A.7	Curb and Gutter, Type Standard	166	LF	$75.00	$12,450.00	$59.00	$9,794.00	$38.10	$6,324.60	$60.00	$9,960.00	$60.75	$10,084.50
7.02	706.4.1.E.1	Concrete Sidewalks, 4" thickness	18	SY	$150.00	$2,700.00	$160.00	$2,880.00	$143.80	$2,588.40	$80.00	$1,440.00	$96.50	$1,737.00
7.03	706.4.1.F.1	Concrete Driveway Approach, 7" Thickness	152	SY	$225.00	$34,200.00	$103.00	$15,656.00	$114.30	$17,373.60	$150.00	$22,800.00	$122.00	$18,544.00
		DIVISION 800 - AGGREGATES & ASPHALT												
8.01	802.4.1.A.1	Crushed Aggregate for Base Type 1	222	CY	$55.00	$12,210.00	$42.00	$9,324.00	$48.00	$10,656.00	$60.00	$13,320.00	$64.00	$14,208.00
8.02	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	188	TON	$125.00	$23,500.00	$120.00	$22,560.00	$112.00	$21,056.00	$125.00	$23,500.00	$163.00	$30,644.00
		DIVISION 2000 - MISCELLANEOUS												
20.01	2010.4.1.A.1	Mobilization	1	LS	$20,000.00	$20,000.00	$11,285.00	$11,285.00	$24,950.90	$24,950.90	$35,000.00	$35,000.00	$16,499.75	$16,499.75
20.02	2050.4.1.C.1	Subgrade Separation Geotextile	1,351	SY	$3.00	$4,053.00	$2.30	$3,107.30	$2.50	$3,377.50	$3.00	$4,053.00	$5.50	$7,430.50
		SPECIAL PROVISIONS												
SP-1	S0245	2"-6" River Rock (Round - Screened)	22	CY	$150.00	$3,300.00	$68.00	$1,496.00	$145.00	$3,190.00	$150.00	$3,300.00	$95.50	$2,101.00
SP-2	S1115	Parking Lot Light System	1	LS	$35,000.00	$35,000.00	$59,800.00	$59,800.00	$68,280.00	$68,280.00	$50,750.00	$50,750.00	$72,530.00	$72,530.00
		TOTAL				**$161,738.00**		**$147,215.30**		$169,317.00		$173,073.00		$194,417.00

Memorandum

File #: 23-103 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Thursday, March 16, 2023
DEPARTMENT: Idaho Falls Power

Subject
IFP-23-11 Westside Substation Racking

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the bid award to Carlson Material Handling of Boise, Idaho in the not-to-exceed amount of $128,571.49 (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power solicited bids from qualified contractors for racking the westside substation. Three bids were received with Carlson Material Handling being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports our readiness for reliable public infrastructure by upgrading substation equipment thereby ensuring long term reliability. This action also addresses a threat of aging infrastructure identified in the IFP Strategic Plan.

Interdepartmental Coordination
n/a

Fiscal Impact
This agreement is included in the Idaho Falls Power 2022/23 CIP budget.

Legal Review
The City Attorney Department agrees this purchase is within state statute.

Carlson Material Handling
Sales - Installations - Service
Where experience matters
1600 W. Commerce Ave.
Boise, ID 83705
P: 208-362-5308
F: 208-258-3419

Estimate

Date	Estimate #
1/11/2023	9205

Name / Address	Ship To
Idaho Falls Power Steven Boorman 3338 W33rd South Idaho Falls, ID, 83405	

Rep	Project
CCH	

Item	Description	Qty	Cost	Total
	Project: Storage racking for wire reels and transformers. Wire reel racks: Consists of 32 bays 20'h x 48"d x 120"w with three beam levels with wire decks and 2 ea. drum cradles per beam level. Transformer racks: 32 bays 20'h x 48"d x 120"w with three beam levels with wire decks.			
LOT-848	One lot racking consisting of the following: 72ea 48" x 240" frames, 384ea 120" step beams, 8715 lbs capacity 256ea drum cradles 108ea 12" row spacers 288ea 5" x 8" seismic base plates	1	75,056.42	75,056.42T
FREIGHT	FREIGHT for Racking ***Estimated. Could change at time of shipment.***	1	7,100.00	7,100.00
D4858BA3A1	PalletShelf™ 48"deep X 58"wide WATERFALL WIRE DECK, 3 each 14 gauge std U supports for step beams, 2.5" X 4" mesh c-c 5 gauge wire all .207" diameter, finish is gray, capacity is 2500 lbs UDL	384	37.78826	14,510.69T
FREIGHT	FREIGHT for wire decking ***Estimated. Could change at time of shipment.***	1	3,000.00	3,000.00
7423SD1	7423SD1 1/2" x 4-1/2" Power Stud Plus SD1 Concrete Wedge Anchors	288	1.25	360.00T

QUOTES ARE GOOD UP TO 5 DAYS OR BASED ON AVAILABILITY

Subtotal	
Sales Tax (6.0%)	
Total	

Carlson Material Handling
Sales - Installations - Service
Where experience matters
1600 W. Commerce Ave.
Boise, ID 83705
P: 208-362-5308
F: 208-258-3419

Estimate

Date	Estimate #
1/11/2023	9205

Name / Address	Ship To
Idaho Falls Power Steven Boorman 3338 W33rd South Idaho Falls, ID, 83405	

Rep	Project
CCH	

Item	Description	Qty	Cost	Total
LABOR	Install of 32 bays of racking for wire reels, with 3 beam levels and 2 drum cradles per beam level. Install of 32 bays of racking for transformer storage, with 3 beam levels. Does not include Permits or seismic calcs if applicable. Concrete slabs by others. Work area to be free and clear prior to CMH arriving onsite. Customer to unload trucks-stage in area for install. Due to the fluctuation of the steel market, pricing will be good for 10 days and pricing will need to be checked after that.	1	23,148.75	23,148.75

QUOTES ARE GOOD UP TO 5 DAYS OR BASED ON AVAILABILITY

Subtotal	$123,175.86
Sales Tax (6.0%)	$5,395.63
Total	$128,571.49

SIGNATURE PAGE:

Exceptions: If the terms and conditions provided on the preceding pages cannot be met, vendors are instructed to note those terms and conditions with which they take exception, giving a full explanation and sign below. If no exceptions are taken, write **"NONE"** and sign below.

Cody Hill
Representative's Signature

Carlson Material Handling
Company

208-362-5308
Telephone

1600W Commerce Ave
Address

208-258-3419
Fax Telephone

Boise
City

1-12-23
Date

Idaho 83705
State Zip Code

chill@carlsonmaterialhandling.com
E-Mail

Memorandum

File #: 23-112 **City Council Meeting**

FROM: Bud Cranor
DATE: Monday, March 20, 2023
DEPARTMENT: Mayor's Office

Subject
Appointment to Idaho Falls Public Library Board of Trustees

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Click or tap here to enter text.

Description, Background Information & Purpose
Give consent to the reappointment of Claire Pace to serve on the Idaho Falls Public Library Board of Trustees as listed below (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached please find a letter from current Idaho Falls Library Board of Trustees Chair Mary Lund in reference to Ms. Pace's reappointment to the Idaho Falls Public Library Board of Trustees.

Name	Expires	Status
Claire Pace	03/31/2028	Reappointment: Idaho Falls Public Library Board of Trustees

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Involving citizens in governance decision making processes support the highest values of the strategic plan.

Interdepartmental Coordination
N/A

Fiscal Impact
Expenses for the activities of the Idaho Falls Library Board of Trustees are accounted for pursuant to City Code Title II,

Chapter 1.

Legal Review
N/A

Mayor Rebecca Casper
308 Constitution Ave.
Idaho Falls, ID 83402

Mary Lund
IFPL Board Chairperson
295 6th ST
Idaho Falls, ID 83401

March 7, 2023

Mayor Casper:

It is respectfully requested that Claire Pace be reappointed to the Idaho Falls Public Library Board of Trustees for the term of April 1, 2023 through March 31, 2028.

As the longest serving trustee Mrs. Pace's insight and life experience has been very useful to the Library Board in making policy and budget decisions for the Library. Mrs. Pace has professional, institutional and historical knowledge that will be essential in moving the Library forward in the coming five years.

Mrs. Pace's leadership in negotiating with the Bonneville County Library Board and their subsequent departure from the contract was invaluable to our Board. With thoughtful consideration to everyone involved she always kept the encounters respectful and calm. I respectfully request that Mrs. Pace be reappointed for another term at the March 23, 2023, City Council meeting.

Please let me know if you have further concerns or questions concerning this reappointment.

Kind Regards,

Mary Lund

Mary Lund

Memorandum

File #: 23-114 **City Council Meeting**

FROM: PJ Holm, Director, Parks and Recreation Dept.
DATE: Thursday, March 23, 2023
DEPARTMENT: Parks & Recreation

Subject
An Ordinance of the City of Idaho Falls Amending City Code Section 8-3-5.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the ordinance amending Title 8, Chapter 3-5, to add Gem Lake Bike Park to the list of City regulated spaces where alcohol may be sold, dispensed, and consumed.

Description, Background Information & Purpose
This amendment, if approved, would allow alcohol to be permitted to sell, dispense, and consume at the new Gem Lake Bike Park which is being developed as a community resource and a gathering place for various bike activities, including fundraisers and other events by bike clubs and other user groups.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

This ordinance amendment supports to the Community-Oriented Results by promoting diverse options for cultural, recreational and entertainment programs and venues along with allowing for easily accessible parks, trails, green spaces, and recreational facilities to meet community expectations.

Interdepartmental Coordination
The amendment to this ordinance was coordinated by the Office of the City Attorney and the Parks and Recreation Department.

Fiscal Impact
N/A

Legal Review

This ordinance was drafted and approved by the Office of the City Attorney.

powered by Legistar™

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY CODE SECTION 8-3-5 TO ADD GEM LAKE BIKE PARK TO THE LIST OF CITY-REGULATED SPACES WHERE ALCOHOL MAY BE SOLD, DISPENSED, AND CONSUMED, AS REGULATED BY THE CITY'S ORDINACES AND STATE LAWS; PROVIDING IDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Council has established a number of regulations regarding the consumption of alcohol within the City; and

WHEREAS, the regulation of alcohol in certain locations within the City occasionally requires adjustment of City Code, in order to accommodate changing circumstances; and

WHEREAS, the Gem Lake Bike Park, a former gravel pit, is currently being developed as a community resource for mountain bikers and others; and

WHEREAS, Council desires to continue to develop Gem Lake Bike Park and encourage the public to utilize it as a gathering and recreation place for individuals and groups who participate in various mountain bike, fat bike, and other bike activities such as competitions, skills and equipment demonstrations, relays, rallies, and fundraisers; and

WHEREAS, the Council desires to add Gem Lake Bike Park to be included in the list of City-regulated spaces where alcohol may be consumed, pursuant to State and City Code.

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

SECTION 1. Title 8, Chapter 3, Section 5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

…

PERMITTED EVENTS

(A) INTENT: This Permitted Event process is intended to allow the sale and consumption alcoholic beverages, in certain designated locations within the City, pursuant to these Permitted Event regulations and is not intended to amend or expand this Code or any other applicable law or regulation beyond the scope of the particulars of this Section or beyond the hours of the Permitted Event. Sanitary, health, litter, police, fire, alcohol vending, and other laws and regulations shall be unaffected by this Section. This Section shall not act as a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol, including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit.

(B) APPLICATION FOR PERMIT: The applicant shall obtain an application for a permit from the Clerk. Once an application for a permit has been submitted and the fee has been paid in an amount set from time to time by Resolution of the Council, the Clerk shall review the application and determine whether or not the application is complete. If the Clerk deems that the application is complete, and the applicant has met all conditions of this Section, the Clerk shall issue a permit for the Event. If the application, in any respect, is incomplete, the City Clerk shall promptly notify the

applicant and shall specify the items which the Clerk has determined are not complete or which have not been provided pursuant to this Section. An application shall be made to this Clerk in the form and manner prescribed by the Clerk

(C) LOCATION AND DURATION OF PERMITTED EVENTS:

(1) A Permitted Event, for beer and wine consumption only, shall be allowed exclusively within the following locations and maximum consumption hours, within the designated service times indicated below, within the City:

a. The Pier at Snake River Landing – 12:00 p.m. to 2:00 a.m. local time.

b. Civitan Plaza – 12:00 p.m. to 10:00 p.m. local time.

c. Sportsman's Park at the shelters and bandshell at Freeman Park, provided that the consumption areas do not extend beyond two hundred feet from the structures – 12:00 p.m. to 10:00 p.m. local time.

d. Idaho Falls Park Zoo at Tautphaus Park – 12:00 p.m. to 10:00 p.m. local time.

e. Tautphaus Park Multi-Use Shelter, including grassy area to the east of the shelter, which shall not include the fenced baseball fields or Rodgers Street, extending four hundred fifty (450) feet east from the shelter – 12:00 p.m. to 10:00 p.m. local time.

f. Funland Amusement Park at Tautphaus Park – 12:00 p.m. to 10:00 p.m. local time.

g. Skyline Activity Center – 12:00 p.m. to 2:00 a.m. local time.

h. The public plaza located at 330 Memorial Drive – 12:00 p.m. to 10:00 p.m. local time.

i. Melaleuca Field – 12:00 p.m. to 10:00 p.m. local time.

j. Idaho Falls Public Library and adjacent property – 12:00 p.m. to 10:00 p.m.<u>local time.</u>

<u>k Gem Lake Bike Park – 12:00 p.m. to 10:00 p.m.local time.</u>~~.~~

<u>l.</u> A closed public street, provided that the City Police Chief has approved the street closure for an event –12:00 p.m. to 10:00 p.m. local time.

…

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this day of_____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY CODE SECTION 8-3-5 TO ADD GEM LAKE BIKE PARK TO THE LIST OF CITY-REGULATED SPACES WHERE ALCOHOL MAY BE SOLD, DISPENSED, AND CONSUMED, AS REGULATED BY THE CITY'S ORDINACES AND STATE LAWS; PROVIDING IDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
CORRIN WILDE, CITY CLERK

(SEAL)

Memorandum

File #: 21-830 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, March 10, 2023
DEPARTMENT: Municipal Services

Subject
Idaho Falls Civic Center for the Performing Arts Conceptual Design Professional Services Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve a professional services contract with architects AKM Architecture, P.A. and studio i, llc for $591,000 (or take other action deemed appropriate).

Description, Background Information & Purpose
The city received two proposals for Request for Proposal (RFP) IF-22-01 for conceptual design services for the Idaho Falls Civic Center for the Performing Arts ADA Restrooms and Lobby Expansion project. The RFP was evaluated by five evaluators and the AKM/studio i proposal received a score of 91 and the recommendation for award.

The project's conceptual design goal is to expand the lobby, install ADA restrooms below the lobby, install an elevator for access to the restrooms and mezzanine for construction cost estimate of $6.7M. Of this total, the ADA access project scope is estimated to be 49% of the total or $3.3M. The proposed professional services contract total of $591,000 will include programming, schematic design, design development, construction, and bidding phases. As part of the proposal, AKM and studio i will be leading a team of local civil, structural, electrical, and mechanical engineering firms. An additional $140,000 may be designated for approval of the construction phases, pending the outcome of a capital campaign.

The Idaho Falls Civic Center for the Performing Arts Foundation, a 501(c)(3) organization has been meeting with community members as part of a study to determine the feasibility of a capital campaign to fund the construction portion of the project. The committee has received positive feedback and the Foundation anticipates transitioning into the capital campaign phase of the project.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

The professional services contract supports the livable community and reliable public infrastructure community-oriented result by renovating the Idaho Falls Civic Center for the Performing Arts to provide access to ADA restrooms and facility improvements for patrons and performers.

Interdepartmental Coordination
This project has been reviewed with all necessary city departments.

Fiscal Impact
Funds for the professional services contract include approved American Rescue Plan Act (ARPA) funds in the amount of $300,000, ADA committee approved project funds, Civic, and building maintenance funds.

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

Agreement Between Owner and Architect

AGREEMENT

Made as of the **Fifteenth** day of **March** in the year of **Two Thousand and Twenty-Three**

BETWEEN the Owner: **City of Idaho Falls**
(Name and address) **308 Constitution Way**
Idaho Falls, ID 83402

and the Architects: **AKM Architecture, P.A. / studio i, llc**
379 'A' Street **3745 W. 14000N.**
Idaho Falls, ID 83402 **Felt, ID 83494**

For the following Project:
(Include detailed description of Project, location, address and scope.)

The City of Idaho Falls plans to renovate the existing Idaho Falls Civic Center for the Performing Arts (commonly referred to as the Civic Auditorium). The proposed site is located at 501 Holmes Avenue, Idaho Falls, Idaho. The renovation plans to expand the existing Lobby and Entrance along with new restroom facilities and elevator. The initial conceptual design is completed and now moving into the design development and construction document phases while the funds are being pursued to bid and construct the 8,947 square foot addition.

The Owner and Architects agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consist with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program/conceptual design furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitation set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate on Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. (*More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and progress in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimension and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expression the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner and Architect. The duties, responsibilities and limitations of

authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Except as noted in Article 12.1.1, preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Except as noted in Article 12.1.2, providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Except as noted in Article 12.1.3, providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2. Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; right-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, other public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent the bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3, or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules to the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase, or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10
PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Except as noted in Article 12.2.1, expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Except as noted in Article 12.2.2, expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of **Zero** Dollars ($**0.00**)
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Seven Hundred and Thirty One Thousand dollars and no/cents ($731.000.00) for all the phases; however due to the uncertainty of the fund-raising climate and construction conditions, we reserve the right to possibly re-negotiate the Bidding, Construction and Closeout phases should these phases be out two years from our Construction Document phase completion.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Programming:		Percent (1%) = $ 7,000.00
Schematic Design Phase:		percent (5%) = $ 15,000.00
Design Development Phase:		percent (10%) = $ 73,000.00
Construction Documents Phase:		percent (65%) = $485,000.00
Bidding or Negotiation Phase:		percent (3%) = $ 11,000.00
Construction Phase:		percent (15%) = $ 125,000.00
Close-out Phase		percent (2%) = $ 15,000.00
Total Basic Compensation	one hundred	percent (100%) = $ 731,000.00

11.2.3 The fee required to take the project through Bidding (BI) would be *$ 591,000* . With the remaining *$ 140,000* designated for the construction phases (CA, CL) of the process.

It is important to note that the above fee is based on the current approved/ accepted design. The Design Team reserves the right to renegotiate these fees and associated schedule with any extensive revisions to the engineering, scope or design of the project.

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

HOURLY AS FOLLOWS:

Principals:	$140.00/Hour
Drafting:	$85.00/Hour
Clerical:	$65.00/Hour

For purposes of this agreement, the Principals are:
Roxane L. Mitro & Richard Dodge

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

HOURLY AS FOLLOWS:

Principals:	$140.00/Hour
Drafting:	$85.00/Hour
Clerical:	$65.00/Hour

For purposes of this agreement, the Principals are:
Roxane L. Mitro & Richard Dodge

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **One (1.0)** times the amounts billed to the Architect for such services.

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple **One point one (1.10)** times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **Twenty-Four (24)** months of date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **Thirty (30)** days from the date of the Architect's invoice. Amounts unpaid **Thirty one (31)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

12.1 ADDITIONAL BASIC SERVICES

12.1.1 Paragraph 3.3.3 is included as part of the Basic Services when such changes are necessitated as a result of errors in the Contract Documents or, when in the judgment of the Architect, are relatively small in nature.

12.1.2 Paragraph 3.3.4 is included as part of the Basic Services.

12.1.3 Paragraph 3.4.1 is included as part of the Basic Services.

12.2 REIMBURSABLE EXPENSES

12.2.1 The expense of reproduction, postage, and handling described in 10.2.1.2 shall apply only to final review sets and bid sets. The expense of reproduction, postage, copying and handling associated with the normal production, review, and coordination of work is included as part of the Basic Services.

OWNER
CITY OF IDAHO FALLS

_____
(Signature)

_____
(Printed name and title)

_____
(Date)

ARCHITECTS
AKM ARCHITECTURE, P.A.

_____
(Signature)

Roxane L. Mitro, President
(Printed name and title)

_____
(Date)

s**tudio i, llc**

_____
(Signature)

Richard Dodge, President
(Printed name and title)

_____
(Date)

RFP #22-01
Idaho Falls Civic Center for the Performing Arts Conceptual Design

	CRITERION 1					CRITERION 2					CRITERION 3					CRITERION 4					CRITERION 5					CRITERION 6				
	PERFORMING ARTS FACILITY EXPERIENCE & CERTIFICATIONS (25 Points Possible)					PROJECT TEAM AND ORGANIZATIONAL CHART (20 Points Possible)					PROJECT MANAGER (20 Points Possible)					FAMILIARITY WITH LOCAL AREA (10 Points Possible)					PROJECT SCHEDULE AND MILESTONE IDENTIFICATION (15 Points Possible)					REFERENCES (10 Points Possible)				
	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5
JHS	20	21	14	10	18	15	20	15	15	17	20	20	15	15	16.5	5	7	7	8	8	15	15	9	10	10	10	10	10	10	9
AKM/Studio I	25	20	25	20	19	20	18	20	15	18	20	20	20	15	18	10	10	10	8	9.5	10	15	15	12	14	10	10	10	10	8.5

Totals

100 Maximum

	#1	#2	#3	#4	#5		
JHS	85	93	70	68	78.5	78.9	2
AKM/Studio i	95	93	100	80	87	91	1

Memorandum

File #: 23-110 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, March 17, 2023
DEPARTMENT: Municipal Services

Subject
Quote 23-008, City Council Chambers Renovation

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the lowest quote received from Alan Clark Construction, LLC. for a total of $92,290.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
The current City Council Chamber platform and dais is over fifteen years old and has reached its useful life. This project will update the City Council Chambers to install improved public access to Council Chambers and will include the installation of a traditional dais. The project will also include the installation of new carpeting, paneling, and ADA ramp. The installation of updated electrical, video, sound and IT elements will be completed by Building Maintenance and Information Technology staff.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the good governance and reliable public infrastructure by providing accessible leadership and updates to city infrastructure that has reached its useful life.

Interdepartmental Coordination
This project has been reviewed with all necessary city departments.

Fiscal Impact
Funds to complete the City Council Chambers renovation are to be drawn from the balance of CARES funding received in fiscal year 2021.

Legal Review

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

powered by Legistar™

Alan Clark Construction LLC

7057 N 5th E
Idaho Falls, ID 83401
(208) 681-1255
alanclarkj@gmail.com
ID Contractor # RCE-37769
City of Idaho Falls License # 1653

3/23/2023
City Council Chambers

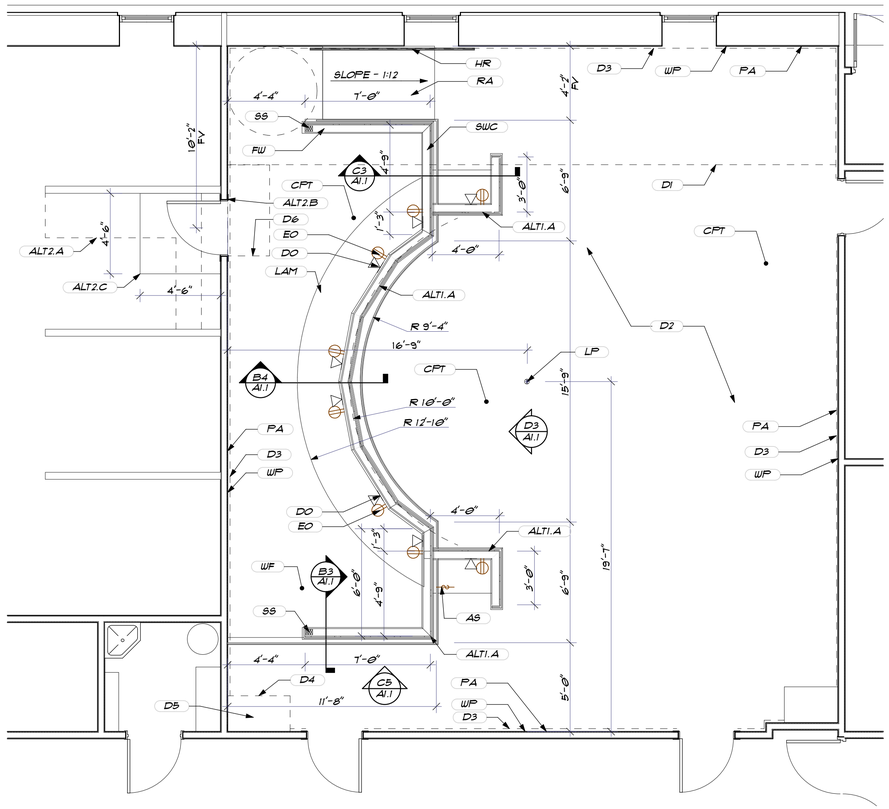
Proposal
Base bid
Demo, Framing, Finish Carpentry, Paint and Solid Surface Countertops.

$73,690.00

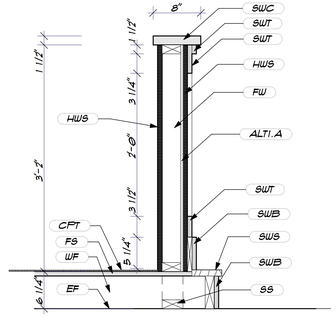
Alt #1 Add Level 3 Bullet resistant Panels.
$9,800.00

Alt #2 Add 6 Panel Door, Raised platform and demo of exiting cabinets.
$8,800.00

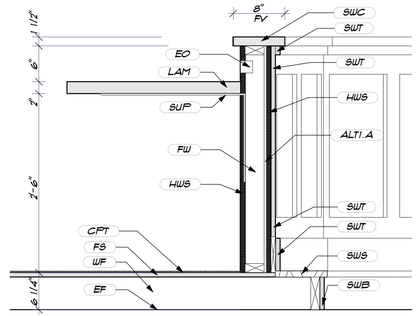
Electrical, Sound and Data by Owner.



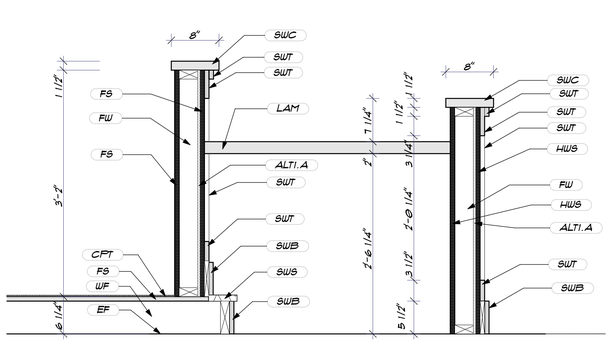
C1 A1.1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



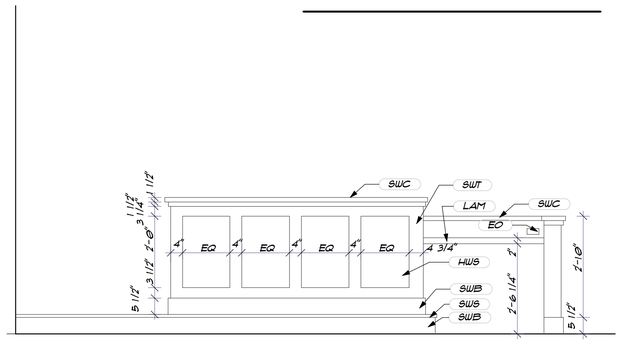
B3 A1.1 MILLWORK SECTION A
SCALE: 1" = 1'-0"



B4 A1.1 MILLWORK SECTION B
SCALE: 1" = 1'-0"



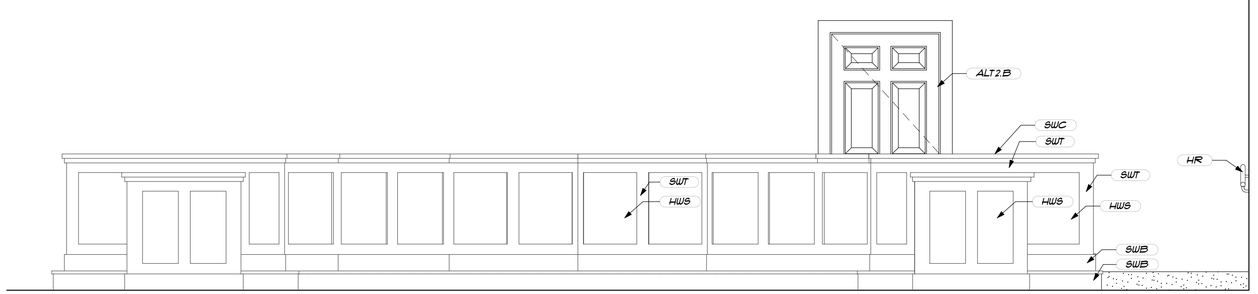
C3 A1.1 MILLWORK SECTION C
SCALE: 1" = 1'-0"



C5 A1.1 SOUTH
SCALE: 1/2" = 1'-0"



D1 A1.1 PERSPECTIVE



D3 A1.1 WEST
SCALE: 1/2" = 1'-0"

XX KEYNOTES

	DEMO
D1	REMOVE PLATFORM STRUCTURE - SALVAGE TO OWNER
D2	REMOVE CARPET THROUGHOUT COUNCIL CHAMBERS - PREP FLOOR FOR NEW CARPET
D3	REMOVE SOLID WAINSCOT - TYPICAL ALL WALLS. PREP WALLS FOR NEW WOOD PANEL WAINSCOT. REPAIR/REPLACE BASE AND CHAIR RAIL AS REQUIRED TO MATCH EXIST.
D4	REMOVE SOUND CABINET - PATCH AND REPAIR WALLS AS REQUIRED. INSTALL NEW BASE AND CHAIR RAIL AS REQUIRED TO MATCH EXISTING.
D5	RELOCATE SOUND EQUIPMENT TO ADJACENT CUSTODIAL CLOSET
D6	REMOVE RAMP - SALVAGE TO OWNER
	CONSTRUCTION
SWC	SOLID WOOD OAK CAP - MATCH EXIST. COLOR
SWT	SOLID WOOD OAK TRIM - MATCH EXIST. COLOR
FW	2X FRAME WALL
SWB	SOLID WOOD OAK BASE - MATCH EXIST. COLOR
SWS	SOLID WOOD OAK STEP - MATCH EXIST. COLOR
HWS	HARDWOOD PANELING
CPT	NEW CARPET THROUGHOUT - COLOR AS SELECTED BY ARCHITECT
FS	23/32 TG FLOOR SHEATHING
LF	WOOD FRAME PLATFORM - 2X6 JOISTS @ 16" O.C.
SS	SUPPORT STUDS - EXTEND TO FLOOR AT END OF WALL - 2 PLACES
LAM	LAMINATE COUNTERTOP
SUP	COUNTERTOP SUPPORT - HIDDEN STYLE - MIN. 350 LBS CAPACITY - EA - SPACE AS REQUIRED TO SUPPORT COUNTERTOP
EO	ELECTRICAL OUTLET
DO	DATA OUTLET
EF	EXIST. FLOOR
HR	1'/7" DIA. WOOD HANDRAIL AND SUPPORTS
RA	WOOD FRAME RAMP - MATCH FLOOR FINISH
LP	LAYOUT POINT
PA	PAINT ALL WALLS - COLOR AS SELECTED BY ARCHITECT
AS	AUDIO CONTROL SWITCH
WP	WOOD PANEL WAINSCOT - TYP. ALL WALLS. OAK PANEL PRODUCT WITH SOLID OAK STILES AT APPROX. 3' O.C. TO MATCH NEW DAIS MILLWORK. COLOR TO MATCH EXIST.
	ALTERNATE # 1
ALT1.A	PROVIDE AND INSTALL BALISTIC PANELS ACROSS FULL FRONT OF DAIS MILLWORK WALLS - MIN. UL 193 LEVEL 3. ADJUST CAP & MILLWORK DIMENSIONS TO ACCOMMODATE ADDITIONAL THICKNESS
	ALTERNATE # 2
ALT2.A	REMOVE INSPECTOR WORKSTATION & MILLWORK - PATCH AND REPAIR FLOOR AND WALL AS REQUIRED
ALT2.B	CUT NEW OPENING FOR NEW 3068 DOOR - REFRAME AND PATCH WALL AS REQUIRED - MATCH EXISTING DOOR TYPE AND COLOR
ALT2.C	NEW WOOD FRAME PLATFORM/LANDING - MATCH DAIS FLOOR HT., FINISH, TRIM, ETC.

LICENSED ARCHITECT AR-985076
Richard D. Dodge
STATE OF IDAHO

studio i
architecture + construction
inspiring spaces thoughtful places
3745 w 14000 n
twin falls, id 83494
phone: 208.339.5375
website: www.studioi.org

CONSULTANTS
NA

PROJECT NAME
CITY COUNCIL CHAMBERS REMODEL

LOCATION
380 CONSTITUTION WAY IDAHO FALLS, IDAHO 83402

OWNER
CITY OF IDAHO FALLS

REVISIONS

CONSTRUCTION SET

ISSUE DATE	5.11.22
SI PROJ. #:	SI 21-014
FILE NAME:	SI 21-014 - CD MODEL.PLN
DRAWN BY:	RDD
CHECKED BY:	RDD

SHEET TITLE
COUNCIL CHAMBERS

SHEET #:
A1.1

THESE DRAWINGS, INCLUDING THE INFORMATION THEREIN, REMAIN THE PROPERTY OF STUDIO I, LLC. THEY ARE PROVIDED SOLELY FOR THE PURPOSE OF CONSTRUCTING THE PROJECT DESCRIBED IN THIS SET OF DOCUMENTS AND SHALL NOT BE MODIFIED, REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF STUDIO I, LLC.

Memorandum

File #: 23-100 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, March 14, 2023
DEPARTMENT: Municipal Services

Subject
Affirm, Modify or Re-bid IF-23-07, 150-Pound Chlorine Cylinders for Public Works

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
To affirm, modify, or re-bid the bid award to Oxarc, Inc. for $84,240.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
Two bids were received and opened on February 21, 2023, for IF-23-07, 150-Pound Chlorine Cylinders. On Thursday, March 9, 2023, City Council approved the bid award to Oxarc, Inc. for $84,240.00. The second low bidder, Thatcher Company, Inc. submitted a formal protest on March 8, 2023, citing Oxarc did not acknowledge Addendum 1 and therefore their bid should be invalid. Addendum 1 provided Free on Board (FOB) shipping clarification language that did not change the quantity or pricing. The addendum also stated, "Bids submitted without this addendum and signed by a company representative may be considered invalid". Idaho Statute §67-2806, section j, states "…staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest."

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The Council action to affirm, modify or re-bid IF-23-07 supports the good governance community-oriented result by ensuring regulatory and policy compliance with State Statutes.

Interdepartmental Coordination
Public Works and Municipal Services staff reviewed the protest letter and addendum 1 language and have concurred that Oxarc's bid was not affected by the unacknowledged addendum 1.

Fiscal Impact
Funds to purchase the chlorine cylinders are budgeted within the Public Works 2022/23 water and wastewater operating budgets.

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

THATCHER COMPANY, INC.
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone (801) 972-4587
Fax (801) 972-4606

March 8, 2023

IDAHO FALLS, ID
Krista McKellip
308 Constitution Way
Idaho Falls, Idaho 83402

RE: Formal Protest for IF-23-07

Via Email: KMcKellip@idahofalls.gov

Dear Krista:

The purpose of this letter is to file a formal notice of protest regarding the awarding of 150-Pound Chlorine Cylinder in bid number IF-23-07 with the bid release date of February 6, 2023 and a bid due date of February 21, 2023.

The specific reason for this protest is the fact that the proposed awarded company did not acknowledge Addendum 1, released 14 February 2023 as specified in the addendum.:

Within the addendum it is noted that: "Bids submitted without this addendum and signed by a company representative may be considered invalid."

Thatcher Company, Inc.believes that the proposed awarded should be filed as a non-responsive bid. The City of Idaho Falls is establishing a precedence for future bid submissions that a bidder that does not meet the bid requirements, can still be awarded the contract.

Thank you very much for your consideration.

Sincerely,

Craig N. Thatcher
C.E.O.

CITY OF IDAHO FALLS

PURCHASING OFFICE
IDAHO FALLS, IDAHO
Phone 208-612-8431

ADDENDUM #1

INVITATION TO BID NUMBER **IF-23-07**

150-Pound Chlorine Cylinders

To All Bidders February 14, 2023

Please see question and answer below:

Q. As there is another line provided for a price per cylinder that is to be a price that is FOB Idaho Falls, ID, we would request a further explanation of what is needed for the pricing. (pg. 5-6 of 7 from the bid documents) Is the first entry to be a price FOB our facility per cylinder and then the Delivery Cost per delivery to be entered based on the quantities?

A. The bid document is modified as follows:
Page 2, section titled DELIVERY is hereby removed.
Page 6, the sentence "Bids other than FOB Idaho Falls, Idaho may not be considered." is hereby removed.

Vendor's Name
Invitation to Bid Number: **IF-23-07**
Date: February 21, 2023
Time: 11:00 AM.

Mailing Address **OR** Special Delivery
City of Idaho Falls
Purchasing Office
PO Box 50220
Idaho Falls, ID 83405

City of Idaho Falls
Purchasing Office
308 Constitution Way
Idaho Falls, ID 83402

Sincerely,

Krista McKellip
Procurement Specialist II

All bidders shall acknowledge receipt and acceptance of this Addendum **#1** by signing in the space provided below and **submitting the signed Addendum with their bid**.

BIDS SUBMITTED WITHOUT THIS ADDENDUM AND SIGNED BY A COMPANY REPRESENTATIVE MAY BE CONSIDERED INVALID.

Receipt acknowledged and conditions agreed to this ____day of _____, 20____

Company_____

By: _____

Title _____

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

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 28
PURCHASING BY POLITICAL SUBDIVISIONS

67-2806. PROCURING SERVICES OR PERSONAL PROPERTY. (1) When a political subdivision contemplates an expenditure to purchase or lease personal property or to procure services, other than personal property or services excluded pursuant to section 67-2803, Idaho Code, valued at or in excess of fifty thousand dollars ($50,000) but not to exceed one hundred thousand dollars ($100,000), the procurement procedures of this subsection shall apply.

(a) The solicitation for bids shall be supplied to no fewer than three (3) vendors by written means, either by electronic or physical delivery. The solicitation shall describe the personal property or services to be purchased or leased in sufficient detail to allow a vendor dealing in such goods or services to understand what the political subdivision seeks to procure.

(b) The solicitation for bids shall describe the electronic or physical delivery method or methods authorized to submit a bid, the date and time by which a bid proposal must be received by the clerk, secretary or other authorized official of the political subdivision, and shall provide a reasonable time to respond to the solicitation, provided that except in the event of an emergency, such time shall not be less than three (3) business days.

(c) Written objections to specifications or bid procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least one (1) business day before the date and time upon which bids are scheduled to be received.

(d) When written bids have been received, by either physical or electronic delivery, they shall be compiled and submitted to the governing board or governing board-authorized official which shall approve the responsive bid proposing the lowest procurement price or reject all bids and publish notice for bids, as before.

(e) If the political subdivision finds that it is impractical or impossible to obtain three (3) bids for the proposed procurement, the political subdivision may acquire the property in any manner the political subdivision deems best from a qualified vendor quoting the lowest price. When fewer than three (3) bids are considered, a description of the efforts undertaken to procure at least three (3) bids shall be documented by the political subdivision and such documentation shall be maintained for at least six (6) months after any such procurement is made. If two (2) or more bids are the same and the lowest responsive bids, the authorized decision maker may accept the one (1) it chooses.

(2) When a political subdivision contemplates an expenditure to purchase or lease personal property or to procure services, other than

personal property or services excluded pursuant to section 67-2803, Idaho Code, valued in excess of one hundred thousand dollars ($100,000), the procurement procedures of this subsection shall apply.

(a) The purchase or lease shall be made pursuant to an open competitive sealed bid process with the procurement to be made from the qualified bidder submitting the lowest bid price complying with bidding procedures and meeting the specifications for the goods and/or services sought to be procured.

(b) The request for bids shall set a date, time and place for the opening of bids. Two (2) notices soliciting bids shall be published in the official newspaper of the political subdivision. The first notice shall be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. The notice shall succinctly describe the personal property and/or service to be procured. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request by any interested bidder.

(c) Written objections to specifications or bidding procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which bids are scheduled to be opened.

(d) If the political subdivision deems it is in the political subdivision's best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the political subdivision. The political subdivision may require that the bid security be in one (1) of the following forms:

(i) Cash;

(ii) A cashier's check made payable to the political subdivision;

(iii) A certified check made payable to the political subdivision; or

(iv) A bidder's bond executed by a qualified surety company, made payable to the political subdivision.

(e) Any bid received by the political subdivision may not be withdrawn after the time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the governing board for award or, if a designee is authorized, for approval of the award.

(f) If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the political subdivision at the sole discretion of the governing board and thereafter the proceeds may be deposited in a designated fund out of which the reasonable expenses for procuring substitute performance are paid.

(g) The political subdivision may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest qualified bidder. If the governing board awards the

contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security may be applied by the political subdivision to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security.

(h) In its discretion, the governing board or its designee may reject all bids presented and re-bid or, after finding it to be a fact, the governing board may pass a resolution declaring that the subject goods or services can be procured more economically on the open market. If two (2) or more bids are the same and the lowest responsive bids, the governing board or its designee may accept the one (1) it chooses. In its discretion, the governing board of a political subdivision may preauthorize the purchase of equipment at a public auction.

(i) If the governing board of any political subdivision chooses to award a competitively bid contract involving the procurement of personal property or services to a bidder other than the apparent low bidder, the political subdivision shall declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all who have submitted a competing bid.

(j) If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest.

History:

[67-2806, added 2005, ch. 213, sec. 37, p. 675; am. 2017, ch. 197, sec. 6, p. 490.]

How current is this law?

Search the Idaho Statutes and Constitution

City of Idaho Falls

Municipal Services Department
Bid Tabulation

Project: 150-Pound Chlorine Cylinders ***Number:*** IF-23-07

Submitted: Municipal Services Finance Division ***Date:*** February 21, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Thatcher Company, Inc. Salt Lake City, UT					Oxarc, Inc. Nampa, ID				
					Unit Price	**Total Amount**	**Demurrage Fee After 120 Days**	**Exceptions**	**Addendum #1**	**Unit Price**	**Total Amount**	**Demurrage Fee After 120 Days**	**Exceptions**	**Addendum #1**
1	Section I	Chlorine 150 Pound Cylinders	156	EA	$ 592.50	$ 92,430.00	$0.30	None	Yes	$ 540.00	$ 84,240.00	None	Yes	No
		Delivery Cost: 6 Cylinders	1	LS	$ 825.00					$ 250.00				
		Delivery Cost: 12 Cylinders	1	LS	$ 825.00					$ 250.00				
		Delivery Cost: 24 Cylinders	1	LS	$ 825.00					$ 250.00				
		TOTAL				**$ 92,430.00**					**$ 84,240.00**			

CITY OF IDAHO FALLS

INSTRUCTION TO BIDDERS

Invitation to Bid Number: IF - 23 – 07
150-Pound Chlorine Cylinders

INVITATION:
Sealed bids for furnishing Cylinders/Containers of Chlorine as described in "Specifications" will be received at the Purchasing Office, 308 Constitution Way, Idaho Falls, Idaho 83402 until 11:00 A.M. on the 21st day of February 2023, and then will be publicly opened and read. The price page(s) and the signature page(s) of the bid must be the original. Copies or faxed copies are not acceptable and will result in rejection of the bid.

The **Envelope** containing your bid must be sealed, show the Invitation to Bid Number, the date and time of opening and your Company name. The envelope should be addressed as follows:

Vendor's Name
Invitation to Bid Number: **IF - 23 - 07**
Date: February 21, 2023
Time: 11:00 A.M.

Mailing Address	**OR**	Special Delivery
City of Idaho Falls		City of Idaho Falls
Purchasing Office		Purchasing Office
PO Box 50220		308 Constitution Way
Idaho Falls, ID 83405		Idaho Falls, ID 83402

If the mailed or special delivery envelope does not contain the above information, the bid may be rejected as non-responsive.

PREFERENCE FOR IDAHO DOMICILED BIDDERS:
In determining the lowest responsible bidder, the City shall consider the preferences for Idaho domiciled public works contractors and Idaho suppliers for purchases as provided in Idaho Code Sections 67-2348 and 67-2349, as currently in force and subsequently amended. The law requires providing a reciprocal preference for Idaho domiciled bidders on purchases of materials, supplies or equipment. The law and any applicable percentage preference is ONLY applicable to bidders domiciled in a state granting THEIR in state bidders a preference law or a reciprocal preference law. It is not applicable to domiciled bidders in states without a preference law or a reciprocal preference law. Bidder shall indicate on the signature page, in the space provided, the bidder's state of domicile. If a bidder is domiciled outside the State of Idaho and desires to be considered as an Idaho domiciled bidder, bidder shall indicate this on the signature page, in the space provided.

If the bidder indicates that he is domiciled outside the State of Idaho and that he desires to be considered as an Idaho domiciled bidder, he shall provide information with the bid sufficient to establish a significant Idaho economic presence as defined in Idaho Code Section 67-2349, as currently in force and subsequently amended. Bids received without this information will be considered invalid. If the bidder is domiciled in a state with a bid preference penalty, the bidder shall provide information with the bid concerning the bidder's state of domicile, the amount of the bid preference penalty in bidder's state and a copy of the applicable code section with respect thereto. Failure to provide such information may result in rejection of the bid.

DELIVERY:
Bids submitted must show: Delivery Cost FOB to Idaho Falls.

GENERAL:
The intention of the specifications is to describe the Chlorine in sufficient detail to secure bids on comparable product. Product bid shall meet or exceed specifications listed. Bids to be submitted on forms furnished.

The original bid documents may be duplicated and/or faxed for Bidder to obtain additional copies, however the submitted bid of the price page(s) and the signature page(s) must be the original entries and signature of the Bidder—copies or faxed copies are not acceptable and will result in rejection of the bid. **Please sign with BLUE ink.**

The City of Idaho Falls Purchasing Office may be reached by calling 208-612-8431.

CERTIFICATE OF ELIGIBILITY:
The successful Bidder shall be required to execute a Certificate of Eligibility (See attached) as a condition for the award of this Bid / Contract.

INTERPRETATIONS:
Interpretations, corrections, and changes of the bid will be made by Addendum. Addendums will be posted with the original bid on the City's Webpage (www.idahofallsidaho.gov/bids.aspx) by the Purchasing Office at least three (3) days prior to the bid opening. Interpretations, corrections, and changes of the bid made in any other manner will not be binding, and Bidders shall not rely upon them.

TERMS AND CONDITIONS:
This formal bid document and subsequent Purchase Order are to be considered the City's sole terms and conditions. Bids submitted with any additional terms and conditions may not be considered.

BASIS OF AWARD:
Bids will be evaluated and awarded separately with respect to each bid item. Bids will be separately awarded to the responsive bidder(s) submitting the lowest aggregate price and will best serve the interest and requirements of the City of Idaho Falls for the hypothetical quantities for each bid item as set forth below. Such quantities are hypothetical and will be used for evaluation purposes only, and the City reserves the right to purchase greater or lesser quantities as it deems in its best interest, throughout the term of the contract. The bids will be evaluated for compliance with the specifications furnished by the City of Idaho Falls.

BID IRREGULARITIES:
If the bid form furnished is not used or is altered or if there are unauthorized additions, conditional bids, or irregularities of any kind, which make the bid incomplete, indefinite, irregular, or ambiguous; the bid may be rejected. Bids received without the signature of a Company representative under the heading ****BID PROPOSAL SIGNATURE**** will be considered invalid.

TERM OF BID AND BID AWARD:

The Bidder's bid shall remain in effect for a period of 60 working days after the bid opening. If awarded the Bid, the successful Bidder will comply with the terms and conditions of the Bid Documents and subsequent Purchase Orders through the period of time as listed below. The City of Idaho Falls reserves the right to purchase any or all of the items as listed.

DISCLAIMER:

The City of Idaho Falls reserves the right to accept or reject any or all bids, to waive any or all bids, to waive any informalities and irregularities in said bids, and to accept individual bid items.

CERTIFICATE OF ELIGIBILITY

(Please fill out the top or bottom portion of this document, whichever is applicable)

Oxarc, Inc, represented by Cris Stanciu represents that:
(Bidder/Vendor) (Representative's Name)

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

Dated the 9th day of February, 20 23.

BIDDER/VENDOR:

Representative's Signature

Oxarc, Inc
Bidder/Vendor

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

Dated the _____ day of _____, 20____.

BIDDER/VENDOR:

Representative's Signature

Bidder/Vendor

BID EVALUATION:

SECTION I – Chlorine Cylinders – 150-Pound
For the Period February 1, 2023 through September 30, 2023

SPECIFICATIONS and PRICING

REQUIREMENTS for approximately 150-Pound Chlorine Cylinders:

- The quantity requested will be split into multiple deliveries and shipped as requested by the Water Division personnel. A shipment request by telephone or email will be made a minimum of five (5) working days prior to the actual required delivery date.
- Please indicate who should be contacted and phone number for delivery and pick-up of cylinders:
  Oxarc Nampa 208-442-8910
- The supplier will be required to pick up empty cylinders; the full ones are delivered at no additional charges to the City.
- Upon delivery of cylinders, the supplier must have the means to unload the cylinders.
- The supplier will pick up empty cylinders, either by a supplier owned truck or third party carrier. The City will not pay for third party carriers.
- Demurrage fees will not be implemented until 120 days. Demurrage fees will not be charged if trucks are not sent for empties within a reasonable time.
- In case of an emergency, the current supplier will be required to deliver as many as six (6) cylinders within twelve (12) hours' notice.
- Should you not comply with the above requirements, may result in termination of contract.

Cylinders: Delivery Point: Water Division, 564 Hemmert Ave. Idaho Falls, ID or other City locations as specified. Price to include any applicable taxes and fees and there shall be no cylinder charge added at time of delivery. Cost of delivery to be bid separately.

PRODUCT REQUIRED:

QUANTITY—Approximate		**PRICE**
156 Each, Chlorine 150-Pound Cylinders		$ 540.00 per cylinder
Cylinder demurrage: 120 days free. Specify amount thereafter.		$ 0 per day
Delivery Cost:	6 Cylinders	$ 250.00 per delivery
	12 Cylinders	$ 250.00 per delivery
	24 Cylinders	$ 250.00 per delivery

Are there exceptions to this specification? X **yes** _____ **no**

If yes, attach the explanation.

Oxarc, Inc charges a deposit of $150.00 per cylinder. No further cylinder demurrage is charged. Once a deposit is paid for a cylinder an even exchange would not require an additional deposit.

ONLY FIRM PRICES ON BIDS WILL BE ACCEPTED!

The City of Idaho Falls reserves the right to accept or reject any bid.

Bids other than FOB Idaho Falls, Idaho may not be considered.

SIGNATURE PAGE:

Exceptions: If the terms and conditions provided on the preceding pages cannot be met, bidders are instructed to note those terms and conditions with which they take exception, giving a full explanation and sign below. If no exceptions are taken, write **"NONE"** and sign below.

None

Bidder's State of Domicile Idaho.
Does your State of Domicile have a Bid Preference Penalty? Yes ___ No X
Amount of Bid Preference Penalty (If Applicable) _____.
Please provide a copy of the State Statute regarding such Bid Preference Penalty.
Failure to furnish information on State of Domicile may result in Rejection of Bid. (Please see section entitled Bidder's State of Domicile).

****BID PROPOSAL SIGNATURE****

Representative's Signature	Oxarc, Inc Bidder-Company
CRISTIAN STANCIU Representative's Name—Printed	1901 N Bingham Dr Address
cstanciu@oxarc.com Representative's E-Mail Address	Nampa City
208-442-8910 Telephone	Idaho 86351 State Zip Code
 Fax Telephone	02/09/2023 Date

Memorandum

File #: 23-109 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, March 17, 2023
DEPARTMENT: Municipal Services

Subject
Public Hearing Authorization to Amend City Ordinance 3446, To Adopt, Collect and Administer City Development Impact Fees and First Reading

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Authorize a Public Hearing and First Reading to amend City Ordinance 3446, to adopt, collect and administer Development Impact Fees (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Statute §67-8206(3) requires a notice of public hearing to amend a development impact fee ordinance, not fewer than fifteen (15) days before the scheduled date of hearing. The City of Idaho Falls has published in the newspaper its intent to conduct a public hearing to amend City Ordinance 3446, Development Impact Fees on Thursday, April 13, 2023, at 7:30 pm at the City Council Chambers, City Hall Annex, 680 Park Avenue, Idaho Falls, Idaho 83402. Idaho Statute §67-8206(6) allows for the reading of the amended ordinance for the first and second times on successive days prior to the public hearing to consider its adoption.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☒ ☒ ☐ ☒

The authorization to conduct a public hearing and first reading to amend City Ordinance 3446, to adopt, collect and administer City Development Impact Fees supports the community-oriented results of a safe and secure community, well-planned growth and development, a livable community, and reliable public infrastructure and transportation.

Interdepartmental Coordination
Reviews have been conducted with all relevant city departments regarding the proposed ordinance amendment.

Fiscal Impact

Not applicable.

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

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 1 CHAPTER 3 DEFINITIONS RELATED TO APPLICATIONS; AMENDING TITLE 10, CHAPTER 8 BY UPDATING, CLARIFYING, AND ADJUSTING IMPACT FEE ORDINANCE REQUIREMENTS RELATED TO APPLICATIONS, APPEALS, AND FEES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, experience with the City Impact Fee Ordinance and receipt of comments and suggestions from various sources, including City staff, suggests that adjustments can improve the Ordinance; and

WHEREAS, Council desires to add clarity and definition to the City Code regarding what constitutes a substantially complete application that can establish and preserve applicant property interests; and

WHEREAS, better defining the scope of and rules regulating appeals provides clear due process expectations, a start date, and improvement of the potential for agreement on the amount of impact fee to be properly assessed for development; and

WHEREAS; moving impact fees from their location in the City's Fee Resolution into the City Code promotes process consistency of the Impact Fee Ordinance.

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

SECTION 1: Title 1, Chapter 3 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-3-1: GENERAL CITY CODE RULES OF GENERAL CONSTRUCTION:

A. All general provisions, terms, phrases, and expressions contained in this Code shall be liberally construed in order to carry out the true intent and meaning of the Code. Code provisions represent the minimum requirements adopted by the Council for the promotion and sustaining of public health, safety, and general welfare. Where any specific provision of this Code imposes greater restrictions upon the subject matter than a general provision imposed by this Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

B. WORDS. Except as expressly stated in this Code, all words shall have their ordinary, generally-accepted meaning. Whenever any word in this Code is used in either the singular or

in the plural form, then such word shall be deemed to include both the plural and singular forms of such word, unless the context indicates otherwise.

C. GENDER USAGE: When any person is referred to in any provision of this Code by use of the masculine gender, then such reference shall be deemed to include all genders.

D. PRIORITY OF ORDINANCES ADOPTED: In the event of a discrepancy or conflict between this Code and any subsequent ordinances amending the same provision of this Code, then the provision of the most recent ordinance shall prevail.

E. REFERENCES TO DAY, MONTH, QUARTER, YEAR: Unless otherwise specifically defined in this Code, "Day" shall be any twenty-four (24) hour period from midnight to midnight. "Month" shall mean one (1) of any of the twelve (12) Gregorian calendar months. "Year" shall mean one (1) Gregorian calendar year and shall include a leap year, where applicable. Whenever certain hours are named herein, they shall mean current local time (e.g. Mountain Standard Time or Daylight Saving Time) as it is applied to the Code provision.

F. JOB TITLES AND DELEGATION TO SUBORDINATES: Where the title or job position of an elected official, administrative officer, City employee, or Department Director is used in this Code (e.g., Mayor, Clerk, City Attorney, Public Works Director, Fire Chief, Chief of Police, etc.), such shall include all subordinates, employees, agents, and representatives, who are authorized to act or to perform a duty in their behalf unless a Code provision specifies otherwise.

G. LIABILITY AND RESPONSIBILITY OF EMPLOYER OR AGENT: All violations of this Code shall constitute a misdemeanor, unless specified otherwise. Liability of employers and agents occurs/exists when a provision of this Code prohibits the commission or omission of an act regulated by this Code. Not only the person actually doing the prohibited thing or omitting the directed act, but also the employer and all other persons concerned or aiding or abetting the person shall be guilty of the offense described and shall be liable for the penalty set forth in the Code.

H. SEVERABILITY: Should any title, section, subsection, provision, part, or portion of this Code or of any Ordinance which may be hereafter passed, approved, and published as required by law, be declared by any court of competent jurisdiction to be unconstitutional or void, such adjudication shall in no way affect the remaining portion of such title, section, subsection, provision, part, or portion of this Code.

I. CAPTIONS AND HEADINGS: The captions, headings, and titles used at the commencement of each title, provision, heading, section, or subsection of this Code are used only to indicate general content and shall not limit, modify, or in any manner affect the scope, meaning, or intent of the title, provision, heading, section, or subsection.

J. APPLICATIONS. The City requires the filing of certain applications to allow a person to secure a property right or to start the City process of securing permission, authorization, a permit, or other City-controlled approval. Such applications may be in a prescribed form or format, such as an application, a permit request, etc. No application shall start a process for

which it is prescribed and no application shall establish a property right until the date such application is substantially complete, which means that it has been filled out completely and accurately; all associated documents and prerequisite approvals from other governmental entities accompany the application; all required and relevant fees have been paid; and the application can be acted upon by the City without any substantial or material change or the submission of any addition to the application. Determination of substantial completion shall be made by City staff in good faith.

1-3-2: GENERAL CODE DEFINITIONS: Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

AGENT: A person authorized to act on behalf of another.

AIRPORT: The Idaho Falls Regional Airport (or "IFRA" or the "Airport" and formally known as "Fanning Field" or "Idaho Falls Municipal Airport".)

APPLICATION: A form, process, or procedure established by the City to gather information to determine a person's compliance with Code requirements related to licenses, permits, authorizations, approvals, uses, or other permission granted to persons pursuant to this Code, authority delegated to Idaho municipalities by the Idaho Code, or Idaho Constitution.

BONNEVILLE METROPOLITAN PLANNING ORGANIZATION (BMPO): A federally mandated and funded transportation policy-making organization in Bonneville County that provides transportation planning for the cities of Ammon, Idaho Falls, ~~Iona, Ucon,~~ and the urbanized portions of Bonneville County, in conjunction with the Idaho Transportation Department.

…

SECTION 2: Title 10, Chapter 8 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-1: LEGISLATIVE FINDINGS. The City finds that:

A. Based on the City Comprehensive Plan adopted pursuant to Title 67, Chapter 65, Idaho Code, including, but not limited to, the capital improvements element of the Comprehensive Plan, the capital facilities plans of various City Departments, and the general governmental goal of protecting the health, safety, and general welfare of the residents of the City, and its area of City impact, it is necessary that the City's public facilities for public safety (police and fire/EMS); and parks and recreation; and transportation to accommodate new growth and development within the City and its area of City impact.

B. New residential and nonresidential growth and development imposes and will continue to impose increasing demands upon the Public Facilities, as defined in this Chapter.

C. The revenues generated from new residential and nonresidential growth and development often do not generate sufficient general funds to provide the necessary improvements of these Public Facilities to accommodate new growth and development.

D. New growth and development are expected to continue and will place ever increasing demands on the City to provide and expand the Public Facilities to serve new growth and development.

E. The City has planned for the improvement of the Public Facilities in the capital improvements element of the City Comprehensive Plan.

F. The creation of an equitable impact fee system will enable the City to impose a proportionate share of the costs of needed improvements to the Public Facilities to accommodate new growth and development, and will assist the City in implementing the capital improvements element of the Comprehensive Plan.

G. In order to implement an equitable impact fee system for the Public Facilities, the City retained TischlerBise to prepare an impact fee study for these types of facilities. The resulting document titled "Capital Improvement Plan and Development Impact Fee Study of City of Idaho Falls, Idaho 2021", dated December 15, 2021, as amended from time to time by the Council, (the "Impact Fee Study"), recommended for approval by the Impact Fee Advisory Committee, is on file in the office of the Clerk.

H. The Impact Fee Study is consistent with the capital improvements element of the Comprehensive Plan, and uses the levels of service set forth in the Comprehensive Plan and the Capital Improvement Plan for these Public Facilities.

I. The Impact Fee Study sets forth reasonable methodologies and analyses for determining the impacts of various types of new growth and development on the Public Facilities and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such Public Facilities created by new growth and development.

J. The Impact Fee Study uses a calculation methodology in accordance with generally accepted accounting principles that is net of credits for the present value of revenues that will be generated by new growth and development based on historical funding patterns and that are anticipated to be available to pay for system improvements, including taxes, assessments, user fees, and intergovernmental transfers, and includes consideration of the following factors:

1. The cost of existing system improvements within the service area;

2. The means by which existing system improvements have been financed;

3. The extent to which the new growth and development will contribute to the cost of system improvements through taxation, assessment, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;

4. The extent to which the new growth and development is required to contribute to the cost of existing system improvements in the future;

5. The extent to which the new growth and development should be credited for providing system improvements, without charge to other properties within the

service area;

6. Extraordinary costs, if any, incurred in serving the new growth and development;

7. The time and price differential inherent in a fair comparison of impact fees paid at different times; and

8. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, transfers, and special taxation.

K. The maximum allowable impact fees described in this Chapter are based on the Impact Fee Study, and do not exceed the costs of system improvements for the Public Facilities to serve new growth and development that will pay the impact fees.

L. The police, fire/EMS, parks and recreation, and transportation Public Facilities included in the calculation of impact fees in the Impact Fee Study will benefit all new growth and development throughout the City, and it is therefore appropriate to treat all areas of the City and the area of City impact as a single service area for purposes of calculating, collecting and spending the impact fees collected.

M. There is both a rational nexus and a rough proportionality between the development impacts created by each type of development covered by this Chapter and the impact fees that such development will be required to pay.

N. This Chapter creates a system by which impact fees paid by new growth and development will be used to finance, defray or to provide capital improvements for the Public Facilities in ways that benefit the development for which impact fees were paid.

O. This Chapter creates a system under which impact fees shall not be used to correct existing deficiencies in Public Facilities, or to replace or rehabilitate existing Public Facilities, or to pay for routine operation or maintenance of those Public Facilities.

P. This Chapter is consistent with all applicable provisions of Title 67, Chapter 82, Idaho Code, concerning impact fee ordinances.

10-8-2: AUTHORITY, APPLICABILITY, AND EFFECTIVE DATE.

A. This Chapter is enacted pursuant to the City's general police and any other powers pursuant to the authority granted to the City by the Idaho Constitution, Idaho Code Title 50, and pursuant to the authority granted to the City by Idaho Code § 67-8201, et seq.

B. The provisions of this Chapter shall apply to all of the territory within the limits of the City and to any unincorporated areas of the City within the City's area of city impact where the City has executed an intergovernmental agreement with Bonneville County for purposes of collection or expenditure of impact fees pursuant to Idaho Code § 67-8204A, and other applicable laws of the State of Idaho.

C. This Chapter is effective May 1, 2022 (the "effective date"), ~~which effective date is at~~

~~least thirty (30) days subsequent to the passage, approval and publication, according to law,~~ pursuant to City Ordinance ~~2022-~~3446, which adopted the provisions of this Chapter.

D. Applications for building permits received by the City prior to the effective date of this Chapter, or amendments to this Chapter, adopting impact fees or amending or adopting any methodology by which impact fees are calculated, shall be exempt from that portion of this Chapter, or amendment enacted after such building permit application, if a valid building permit has been issued or construction has commenced prior to the effective date of this Chapter or any amendment. For building permits that expire or are revoked after the effective date of this Chapter, the fee payer shall be entitled to a refund of previously paid impact fees as provided in this Chapter, provided that in the case of reapplication for building permit, the impact fee in effect at the time of the reapplication shall be paid.

10-8-3: INTENT.

A. The intent of this Chapter is to promote the health, safety and general welfare of the residents of the City and its area of City impact.

B. The intent of this Chapter is to be consistent with those principles for allocating a fair share of the cost of capital improvements to Public Facilities to serve new growth and development in compliance with the provisions set forth in Idaho Code § 67-8201, et seq. The provisions of this Chapter shall be interpreted, construed and enforced in accordance with the provisions set forth in Idaho Code § 67-8201, et seq.

C. The intent of this Chapter is that impact fees should be charged, collected, and expended for police, fire/EMS, parks and recreation, and transportation capital improvements to increase the service capacity of such categories of Public Facilities, which capital improvements are included in approved capital improvements plans.

D. The intent of this Chapter is to ensure that Public ~~facilities~~ Facilities are available to serve new growth and development; new growth and development bears a proportionate share of the cost of police, fire/EMS, parks and recreation, and transportation capital improvements to such Public Facilities; such proportionate share does not exceed the cost of the capital improvements to such Public Facilities required to serve new growth and development; and the funds collected from new growth and development are used for capital improvements for Public Facilities that benefit new growth and development. Such impact fees should be charged and collected from taxing districts, as defined in Idaho Code 63-201, and authorized public charter schools, as defined in Idaho Code 33-5202A, unless the taxing district or authorized public charter school enters into a written agreement with the City that provides otherwise.

E. It is not the intent of this Chapter to collect any monies from new growth and development in excess of the actual amount necessary to offset new demands for capital improvements to Public Facilities created by such new growth and development.

F. It is not the intent of this Chapter that the impact fees be used to remedy any deficiency in police, fire/EMS, parks and recreation, and transportation capital improvements existing on the effective date hereof, or ever be used to replace, rehabilitate, maintain and/or operate any

Public Facilities.

G. It is not the intent of this Chapter that any monies collected from an impact fee deposited in an impact fee fund ever be commingled with monies from a different fund or ever be used for capital improvements that are different from those for which the impact fee was paid.

H. It is not the intent of this Chapter that impact fees be used for:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plans.

2. Repair, operation, or maintenance of existing or new capital improvements.

3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.

4. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development to provide better service to existing development.

5. Administrative and operating costs of the City unless such costs are attributable to development of the capital improvements plans used to determine impact fees by a surcharge imposed by ordinance on the collection of an impact fee, which surcharge shall not exceed a development's proportionate share of the cost of preparing the capital improvements plans.

6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the City to finance capital improvements identified in the capital improvements plans.

10-8-4: DEFINITIONS. The following words and phrases, when used in this Chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

AFFORDABLE HOUSING: Housing affordable to families whose incomes do not exceed eighty (80) percent of the median income for the service area.

APPLICATION: A form, process, or procedure established by the City to gather information to determine a person's compliance with Code requirements related to licenses, permits, authorizations, approvals, uses, or other permission granted to persons pursuant to this Code, authority delegated to Idaho municipalities by the Idaho Code, or Idaho Constitution.

BUILDING PERMIT: An official document or certificate by that name issued by the City authorizing the construction or siting of any building.

CAPITAL IMPROVEMENTS: Improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a Public Facility.

CAPITAL IMPROVEMENTS ELEMENT: A component of the City's Comprehensive Plan.

CAPITAL IMPROVEMENTS PLAN: A plan adopted pursuant to this Chapter that, in part, identifies capital improvements for which impact fees may be used as a funding source.

DAY: Each twenty-four (24) hour period of time when the City is generally open for business and which is not a holiday or weekend day (i.e., business day not calendar day).

DEVELOPER: A person who subdivides or proposes to subdivide land, whether as an owner or an agent of an owner, and any person who installs improvements or structures on such land.

DEVELOPMENT: Any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character, or appearance of land, which creates additional demand and need for Public Facilities or the subdivision of property that would permit any change in the use, character, or appearance of land.

DEVELOPMENT APPROVAL: Any written authorization from a governmental entity which authorizes the commencement of a development.

DEVELOPMENT REQUIREMENT: A requirement attached to a development approval or other governmental action approving or authorizing a particular development including, without limitation, a rezoning, which development requirement compels the payment, dedication or contribution of goods, services, land and/or money as a condition of approval.

EXTRAORDINARY COSTS: Those costs incurred as a result of extraordinary impact, as defined in this Chapter.

EXTRAORDINARY IMPACT: An impact which is reasonably determined by the City to result in the need for police, fire/EMS, parks and recreation, and/or transportation system improvements, the cost of which will significantly exceed the sum of the impact fees to be generated from the project; or result in the need for police, fire/EMS, parks and recreation, and transportation system improvements that are not identified in the capital improvements plans.

FEE ADMINISTRATOR: The official appointed by the Mayor, with Council approval, and authorized to administer this Chapter.

FEE PAYER: A person who pays or is required to pay an impact fee or the fee payer's successor in interest including, but not limited to, taxing districts, as defined in Idaho Code 63-201, and authorized public charter schools, as defined in Idaho Code 33-5202A, unless the taxing district or authorized public charter school enters into a written agreement with the City that provides otherwise.

GOVERNMENTAL ENTITY: Any unit of local government that is empowered by Idaho Code § 67-8201, et seq., to adopt an impact fee ordinance.

IMPACT FEE: A payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development. The term

does not include a charge or fee to pay the administrative, plan review or inspection costs associated with permits required for development.

IMPACT FEE STUDY: The document entitled the "Capital Improvement Plan and Development Impact Fee Study of City of Idaho Falls, Idaho 2021", dated December 15, 2021, as amended from time to time by the Council.

LAND USE ASSUMPTIONS: A description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.

LEVEL OF SERVICE: A measure of the relationship between service capacity and service demand for Public Facilities.

MANUFACTURED HOME: A structure, constructed after June 15, 1976, pursuant to Idaho Code HUD manufactured home construction and safety standards.

MODULAR BUILDING: Any building or building component (other than a Manufactured Home, as defined in this Chapter) which is constructed according to standards contained in any City-adopted building code or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

NONRESIDENTIAL DEVELOPMENT:

A. RETAIL: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. Retail includes, but is not limited to, shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging (hotel/motel).

B. OFFICE: Establishments providing management, administrative, professional, or business services. Office includes, but is not limited to, banks, business offices, medical offices, and veterinarian clinics.

C. INDUSTRIAL: Establishments primarily engaged in the production and transportation of goods. Industrial includes, but is not limited to, manufacturing plants, trucking companies, warehousing facilities, utility substations, power generation facilities, and telecommunications buildings.

D. INSTITUTIONAL: Public and quasi-public buildings providing educational, social assistance, or religious services. Institutional includes, but is not limited to, school districts, schools, universities, churches, daycare facilities, hospitals, health care facilities, and government buildings.

PRESENT VALUE: The total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT: A particular development on an identified parcel of land.

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PROJECT IMPROVEMENTS: Site improvements and facilities that are planned and designed to provide service for a project and that are necessary for the use and convenience of the occupants or users of the Project.

PROPORTIONATE SHARE: That portion of the cost of system improvements determined pursuant to Idaho Code § 67-8207, and this Chapter, which reasonably relates to the service demands for Public Facilities of a project.

PUBLIC FACILITY(IES):

A. Public safety facilities, including police and fire/EMS facilities; and

B. Parks open space and recreation areas, and related capital improvements; and

C. Transportation facilities, including arterial streets, arterial intersections, arterial bridges, arterial appurtenances, and related arterial capital improvements.

RESIDENTIAL DEVELOPMENT HOUSING UNITS:

A. SINGLE FAMILY HOUSING UNITS:

1. SINGLE FAMILY DETACHED: A one-unit structure detached from any other house with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.

2. SINGLE FAMILY ATTACHED (TOWNHOUSE): A one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.

3. MOBILE HOME: A Manufactured Home, Modular Building, including both occupied and vacant mobile homes, to which no permanent rooms have been added. A Mobile Home used only for business purposes or for extra sleeping space or a Mobile Home for sale on a dealer's lot, at the factory, or in storage is not counted in the housing inventory.

B. MULTIFAMILY HOUSING UNITS: Two (2) or more units (duplexes and apartments) within a structure containing two (2) or more housing units, further categorized as units in structures with 2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments; a boat, recreational vehicle (RV), van, and the like that includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

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SERVICE AREA: The territory within the limits of the City and the City's area of City impact, as amended, expanded, contracted, or adjusted from time to time.

SUCCESSOR IN INTEREST: A person who gains legal title in real property for which an impact fee is paid or a credit is approved pursuant to the terms of this Chapter.

SYSTEM IMPROVEMENT COSTS: Costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in Idaho Code § 50-1702(h), to provide additional public facilities needed to serve new growth and development. For clarification, system improvement costs do not include:

A. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plans;

B. Repair, operation or maintenance of existing or new capital improvements;

C. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

D. Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;

E. Administrative and operating costs of the governmental entity unless such costs are attributable to development of the capital improvements plans, as provided in Idaho Code § 67-8208; or

F. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance capital improvements identified in the capital improvements plans.

SYSTEM IMPROVEMENTS: In contrast to project improvements, means capital improvements to public facilities that are designed to provide service to a service area including, without limitation, the type of improvements the City has the authority to make as described in Idaho Code § 50-1703.

10-8-5: IMPOSITION AND COMPUTATION OF IMPACT FEES.

A. Any application for or building permit required or issued, enabling the construction or the alteration or expansion of an existing structure or improvement, and, in the case of construction that does not require a building permit, any building that takes place on or after the effective date of this Chapter, shall be subject to the imposition of impact fees in the manner and amount set forth in this Chapter. The methodology adopted for the purpose of determining police, fire/EMS, parks and recreation, and transportation impact fees shall be based upon the assumptions set forth in the Impact Fee Study.

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B. Impact fees shall be required as a condition of approval of all residential and nonresidential development in the service area for which a building permit is required or issued, including the alteration or expansion of an existing structure or improvement, and shall be payable prior to the issuance of any building permit (or installation permit in the case of a manufactured home) for a residential development housing unit or a nonresidential development. Except as otherwise provided herein, after the effective date of this Chapter, no building permit shall be issued, or occupancy or use allowed, until the impact fees described in this Chapter have been paid, unless the development or alteration or improvement for which the permit is sought is exempted pursuant this Chapter or approved credits are used to cover the impact fee, as set forth in this Chapter. The Fee Administrator shall have the authority to withhold a building permit or stop construction, as the case may be, until the appropriate impact fee has been collected.

C. A fee payer required by this Chapter to pay an impact fee may choose to have the amount of such impact fee determined pursuant to either the fee schedule or subsections (D) through (F) of this Section. If the fee payer chooses to have the amount of such impact fee determined pursuant to subsections (D) through (F) of this Section, such impact fee shall be subject to the adjustment described in this Chapter, if applicable. If the project is a mix of those uses listed on the fee schedule, then the impact fees shall be determined by adding up the impact fees that would be payable for each use as if it were a freestanding use pursuant to the fee schedule.

D. As an alternative to payment of impact fees assessed following submission of a complete building permit application, a fee payer may request an ~~Individual~~ individual assessment of impact fees ~~is permitted in situations~~ where the fee payer can demonstrate by clear and convincing evidence in the fee payer's independent impact fee calculation study that the established impact fee is inappropriate for the Project. Written application for individual assessment shall be made to the Fee Administrator at any time prior to ~~receiving~~ building permit(s) issuance. ~~Late applications for individual assessment of impact fees may be considered for a period of sixty (60) days after the receipt of a building permit only if the fee payer demonstrates that the facts supporting such application were not known or discoverable prior to receipt of a building permit and that undue hardship would result if said application is not considered.~~ Such independent impact fee calculation study for the fee payer's development shall be prepared at the fee payer's cost by a qualified professional and contain studies, data and other relevant information and be submitted to the Fee Administrator for review. Any such study shall be based on the same methodology and the same level of service standards, improvements and costs used in the Impact Fee Study, and shall document the methodologies and assumptions used. The City may hire a professional consultant to review any independent impact fee calculation study on behalf of the City, and may charge the reasonable costs of such review to the fee payer.

E. Any independent impact fee calculation study submitted by a fee payer may be accepted, rejected or accepted with modifications by the City as the basis for calculating impact fees. The City shall not be required to accept any study or documentation the City reasonably deems to be inaccurate or unreliable. The City shall have the authority to request that the fee payer submit additional or different documentation for consideration in connection with review of any independent impact fee calculation study. If such additional or different documentation is accepted or accepted with modifications as a more accurate measure of the impact fees due in

connection with fee payer's proposed development than the applicable impact fees set forth in the fee schedule, then the impact fee due under this Chapter shall be calculated according to such documentation.

F. The Fee Administrator shall render a written decision establishing the impact fees in connection with the individual assessment within thirty (30) days ~~of~~ from the date a ~~complete application~~request for individual assessment is submitted. The individual impact fee assessment decision shall include an explanation of the calculation of the impact fees, shall specify the system improvement(s) for which the impact fees are intended to be used, and shall include an explanation of the following factors considered:

1. The cost of existing system improvements within the service area;

2. The means by which existing system improvements have been financed;

3. The extent to which the new growth and development will contribute to the cost of system improvements through taxation, assessment, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;

4. The extent to which the new growth and development is required to contribute to the cost of existing system improvements in the future;

5. The extent to which the new growth and development should be credited for providing system improvements, without charge to other properties within the service area;

6. Extraordinary costs, if any, incurred in serving the new growth and development;

7. The time and price differential inherent in a fair comparison of impact fees paid at different times; and

8. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, transfers, and special taxation.

G. Certification of the impact fee for a Project may be applied for in the following manner:

1. Written ~~application~~ request for an individual impact fee assessment ~~may~~ shall be made to the Fee Administrator not later than thirty (30) days following applications for, or requirement of, a building permit for construction or alteration or expansion of an existing structure, or improvement on or within a Project. Late applications for certification of the impact fee will not be considered unless the fee payer demonstrates that the facts supporting such application were not known or discoverable until after the time had run and that undue hardship would result if said application is not considered.

2. The Fee Administrator shall provide the fee payer with a written impact fee certification for the Project within thirty (30) days of the date a ~~complete~~

~~application~~request for individual impact fee assessment is submitted. The certification provided by the Fee Administrator shall establish the impact fee for the Project in question, so long as there is no material change to the Project as identified in the certification application or the impact fee schedule. The certification shall include an explanation of factors considered, and shall specify the system improvement(s) for which the impact fee is intended to be used.

The certification shall include an explanation of the calculation of the impact fee, shall specify the system improvement(s) for which the impact fee is intended to be used, and shall include an explanation of the factors considered, which factors are identified in subsection (F) of this Section.

H. Appeals of the Fee Administrator's determination of an individual assessment or certification shall be made to the City as provided further in this Chapter.

I. The City recognizes that there may be circumstances where the anticipated fiscal impacts of a proposed development are of such magnitude that the City may be unable to accommodate the development without excessive or unscheduled public expenditures that exceed the amount of the anticipated impact fees from such development. If the City determines that a proposed development would create such an extraordinary impact on the City's police, fire/EMS, parks and recreation, and/or transportation public facilities, the City may refuse to approve the proposed development. In the alternative, the City may calculate a pro rata share per residential development housing unit, or square feet of nonresidential development, of the extraordinary impact and charge a reasonable extraordinary impact fee that is greater than would ordinarily be charged.

J. If the City discovers an error in its impact fee formula that results in assessment or payment of more than a proportionate share, City shall, at the time of assessment on a case-by-case basis, adjust the impact fee to collect no more than a proportionate share or discontinue the collection of any impact fees until the error is corrected by Ordinance.

10-8-6: PAYMENT OF IMPACT FEES

A. After the effective date of this Chapter, all fee payers shall pay the impact fees as provided by this Chapter to the Fee Administrator following application for a building permit and prior to the issuance of any building permit for a residential development housing unit, or nonresidential development.

B. All impact fees paid by a fee payer pursuant to this Chapter shall be promptly deposited in the impact fee fund described in this Chapter.

10-8-7: IMPACT FEE FUNDS ESTABLISHED. REFUNDS OF IMPACT FEES PAID.

A. There is hereby established a police impact fee fund into which shall be deposited all police impact fees for the purpose of ensuring police impact fees collected pursuant hereto are designated for the accommodation of police capital improvements reasonably necessary to serve new growth and development that paid the impact fee.

B. There is hereby established a fire/EMS impact fee fund into which shall be deposited all fire/EMS impact fees for the purpose of ensuring fire/EMS impact fees collected pursuant hereto are designated for the accommodation of fire/EMS capital improvements reasonably necessary to serve new growth and development that paid the impact fee.

C. There is hereby established a parks and recreation impact fee fund into which shall be deposited all parks and recreation impact fees for the purpose of ensuring parks and recreation impact fees collected pursuant hereto are designated for the accommodation of parks and recreation capital improvements reasonably necessary to serve new growth and development that paid the impact fee.

D. There is hereby established a transportation impact fee fund into which shall be deposited all transportation impact fees for the purpose of ensuring transportation impact fees collected pursuant hereto are designated for the accommodation of transportation capital improvements reasonably necessary to serve new growth and development that paid the impact fee.

E. Each impact fee fund established in this Section shall be an interest-bearing account which shall be accounted for separately from other impact fee funds and from other City funds. Any interest or other income earned on monies deposited in a fund shall be credited to such fund. Expenditures of impact fees shall be made only for the category of system improvements (including full project costs, such as design, acquisition, engineering, management, construction, project development, etc.) for which the impact fees were collected and as identified in the capital improvements plans.

F. Except as otherwise provided in this Chapter, monies from each fund, including any accrued interest, shall be limited to the financing of acquisition, expansion, and/or improvement of capital improvements, or for principal and interest payments on bonds or other borrowed revenues used to acquire, expand or improve such capital improvements, necessary to serve new growth and development. Impact fees in each established impact fee fund shall be spent within eight (8) years from the date such impact fees were collected on a first in/first out (FIFO) basis. The City may hold the impact fees longer than the prescribed time period if the city identifies, in writing:

1. A reasonable cause why the impact fees should be held longer; and

2. The anticipated date by which the impact fees will be expended but in no event longer than eleven (11) years from the date the impact fees were collected.

G. The Fee Administrator shall prepare quarterly and annual reports to be provided to the Impact Fee Advisory Committee and the Council, which reports shall:

1. Describe the amount of all impact fees collected, appropriated or spent for system improvements during the preceding quarter or year, as applicable, by category of Public Facility; and

2. Describe the percentage of tax and revenues other than impact fees collected, appropriated or spent for system improvements during the preceding quarter or year, as applicable, by category of Public Facility.

H. Funds shall be deemed expended when payment of such funds has been approved by the City. The fee payer or successor in interest shall be entitled to a refund of the impact fee if:

1. Services for which an impact fee is required are never provided;

2. A building permit or permit for installation of a manufactured home is revoked or abandoned;

3. The City, after collecting the impact fee, has failed to appropriate and expend the collected impact fees, as required by Idaho Code; or

4. The fee payer pays an impact fee under protest and a subsequent review of the impact fee paid or the completion of an individual assessment determines that the impact fee paid exceeded the proportionate share to which the City was entitled to receive.

I. When the right to a refund exists, within ninety (90) days after the City determines that a refund is due, the City shall provide written notice of entitlement to a refund, to the owner of record and the fee payer who paid the impact fees at the address shown on the application for development approval, or to a successor in interest who has notified the City of a transfer of the right or entitlement to a refund and who has provided to the City a mailing address. When the right to a refund exists, the City shall also publish the notice of entitlement to a refund within thirty (30) days after the expiration of the eight (8) year period after the date that the impact fees were collected. Such published notice shall contain the heading "Notice of Entitlement to Impact Fee Refund".

J. A refund shall include interest at one-half (½) the legal rate provided for in Idaho Code § 28-22-104, from the date on which the impact fee was originally paid.

K. In order to be eligible for a refund, a fee payer, successor in interest or owner of record shall file a written application for a refund with the Fee Administrator within six (6) months of the time such refund becomes payable under subsection (E) of this Section, or within six (6) months of publication of the notice of entitlement to a refund, whichever is later. If a successor in interest claims a refund of impact fees, the Fee Administrator may require written documentation that such rights have been transferred to the claimant prior to issuing the requested refund. Refunds shall be paid within sixty (60) days after the date on which the Fee Administrator determines that a sufficient proof of claim for a refund has been made.

L. Any person entitled to a refund shall have standing to sue for a refund under the provisions of this Chapter if there has not been a timely payment of a refund as provided herein.

10-8-8: EXEMPTIONS FROM IMPACT FEES

A. The following types of land development shall be exempt from payment of the impact fees imposed by this Chapter:

1. Rebuilding or replacing a residential development housing unit or the same amount

of square feet of a nonresidential development on the same lot and existing on the effective date of this Chapter, provided that the rebuilt or replaced residential development housing unit or nonresidential development does not increase the need for police, fire/EMS, parks and recreation, and transportation public facilities, and such residential development housing unit or nonresidential development is rebuilt or replaced and ready for occupancy within two (2) years of removal or substantial damage. For the purposes of this Subsection, "substantial damage" shall mean damage from any cause or source whereby the cost of restoring the residential development housing unit or nonresidential development to a condition allowing use of occupancy would be equal to or exceeds fifty percent (50%) of the market value before the damage occurred.

2. Construction of an unoccupied, detached accessory structure, or addition of uses related to a residential development housing unit unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements.

3. Remodeling or repairing a residential development housing unit or a nonresidential development in a manner that does not increase the need for police or fire/EMS or parks and recreation or transportation public facilities.

4. Placing a temporary construction trailer or office on a lot.

B. An impact fee shall be assessed for installation of a modular building or manufactured home unless the fee payer can demonstrate (by documentation, such as utility bills and tax records), either:

1. That a modular building or manufactured home was legally in place on the lot or space prior to the effective date of this Chapter; or

2. That an impact fee has been paid previously for the installation of a modular building or manufactured home on that same lot or space.

C. Developments determined by the Council that provide affordable housing may be exempt from the impact fee requirement, provided that the exempt development's proportionate share of system improvements is funded through a revenue source other than impact fees.

1. Current housing affordability guidelines published by the U.S. Department of Housing and Urban Development ("HUD") shall be used to determine whether residential development housing units in the development qualify as affordable housing.

2. Affordable housing projects are required to demonstrate that the projects will provide residential development housing units to eligible families based on HUD income and family size guidelines.

3. Providers of affordable residential development housing units shall demonstrate a long-term commitment to provide affordable housing for a period of not less than

twenty (20) years.

D. Appeals of the Fee Administrator's determination shall be made as provided further in this Chapter.

10-8-9: CREDIT REIMBURSEMENTS.

A. All system improvements constructed, funded or contributed for police, fire/EMS, parks and recreation, and transportation capital improvements for which an impact fee is imposed, ~~over and above~~and which are in addition to those public improvements normally and regularly required by the City in connection with new development, such as public street and right-of-way dedications; installation of public improvements required by the Subdivision Ordinance or this Code; etc., shall result in either a credit on future impact fees or reimbursement, at the fee payer's option, for such excess to be paid by future development that benefits from such system improvements. However, no credit or reimbursement shall be provided for:

1. Project improvements;

2. Any construction, funding or contribution not agreed to in writing by the City prior to commencement of such construction, funding or contribution; and

3. Any construction, funding or contribution of a type of capital improvements not included in the calculation of the applicable impact fee.

B. In the calculation of impact fees for a Project pursuant to this Chapter, credit shall be given for the present value of all tax and user fee revenue generated by the fee payer within the service area and used by the City for system improvements of the category for which the impact fee is being collected. If the amount of such credit exceeds the impact fee for a Project, the fee payer shall receive a credit on future impact fees.

C. In the calculation of impact fees for a Project, credit or reimbursement, at the fee payer's option, shall be given for the present value of any construction of system improvements or contribution of land (exclusive of public right-of-way or easement dedication) or money required by the City from the fee payer for system improvements of the category for which the impact fee is being collected, including system improvements paid for through Local Improvement District assessments, if any.

D. If credit or reimbursement is due to the fee payer, the City and fee payer shall enter into a written agreement, negotiated in good faith, prior to the construction, funding or contribution. The written agreement shall include, at minimum, a description of how the system improvements are to be valued, and the amount of the credit or the amount, time, and form of reimbursement. To assist in such reimbursement, the City shall continue to collect impact fees from other developers whose proposed developments will benefit from such construction, funding or contribution, and will promptly transfer such funds to the fee payer. If a successor in interest claims a reimbursement or credit, the Fee Administrator may require written documentation that such rights have been conveyed to the claimant prior to issuing the requested reimbursement or credit.

E. Approved credits may be used to reduce the amount of impact fees of the category for which the impact fee is being collected in connection with any new growth and development until the amount of the credit is exhausted. Each time a request to use approved credits is presented to the City, the City shall reduce the amount of the applicable impact fee otherwise due from the fee payer and shall note in City records the amount of credit remaining, if any. Upon request of the fee payer, the City shall issue a letter stating the amount of credit available. If the credit has not been exhausted within eight (8) years of the date of issuance of the first building permit for which an impact fee was due and payable, or within such other time period as may be designated in writing by the City, such credit shall lapse, unless a refund of the remaining credit is applied for as set forth in this Chapter.

F. Approved credits or reimbursement shall only be used to reduce the amount of the impact fee of the category for which the impact fee is otherwise due, and shall not be paid to the fee payer in cash or in credits against any other monies due from the fee payer to the City.

G. Credit for land dedications (exclusive of public right-of way and easement dedications) shall, at the fee payer's option, be valued at:

1. One hundred percent (100%) of the most recent assessed value for such land as shown in the records of the Bonneville County Assessor; or

2. That fair market value established by an MAI appraiser reasonably acceptable to the City in an appraisal paid for by the fee payer.

Credit for contribution or construction of system improvements shall be valued by the City based on complete engineering drawings, specifications, and construction cost estimates submitted by the fee payer to the City, which estimates shall be revised as actual costs become available. The City shall determine the amount of credit due based on the information submitted, or, if the City determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs reasonably acceptable to the City as a more accurate measure of the value of the offered system improvements to the City.

H. Approved credits for land dedications (exclusive of public right-of-way and easement dedication, etc.) shall become effective when the land has been conveyed to and accepted by the City in a form reasonably acceptable to the City and at no cost to the City. Approved credits for contribution or construction of system improvements shall generally become effective when:

1. All required construction has been completed and has been accepted by the City; and

2. All design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the City.

Approved credits for the construction of system improvements may become effective at an earlier date if the fee payer posts security in the form of a performance bond, irrevocable letter of credit or escrow agreement in the amount and under terms reasonably acceptable to the City.

DRAFT

I. Credit may only be transferred by a fee payer that has received credit to such fee payer's successor in interest. The credit may be used only to offset impact fees for the same category for which the credit was issued. Credits shall be transferred by any written instrument clearly identifying which credits are being transferred, the dollar amount of the credit being transferred, and the system improvements for which the credit was issued. The instrument of transfer shall be signed by both the transferor and transferee, and a copy of the document shall be delivered to the Fee Administrator for documentation of the transfer before the transfer shall be deemed effective.

10-8-10: APPEALS. The decisions of the Fee Administrator may be appealed as provided in this Section:

A. Any fee payer who is or may be obligated to pay an impact fee, may appeal a decision made by the Fee Administrator to the Council. Such decisions that may be appealed include:

1. The applicability of an impact fee to the development.

2. The amount of an impact fee to be paid for the development.

3. The availability, amount or application of any credit.

4. The amount of any refund, reimbursement or credit.

A fee payer may pay an impact fee under protest in order to obtain a development approval or building permit(s) and, by paying such impact fee, shall not be ~~e~~stopped from exercising the rights of appeal provided herein, nor shall the fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Upon final disposition of an appeal, the impact fee shall be adjusted or refunded, if necessary, in accordance with the decision rendered ~~and, if necessary, a refund paid~~.

B. In order to pursue an appeal, the fee payer shall file a written notice of appeal with the Clerk within fifteen (15) days after the date of the notice of decision being appealed or the date on which the fee payer submitted a payment of impact fees under protest, whichever is later. Such written appeal shall include a statement describing why the appellant believes that the decision was in error, together with copies of any documents that the appellant believes supports their claim.

C. The Clerk shall notify the fee payer of the hearing date on the appeal, which notice shall be given no less than fifteen (15) days prior to the date of the hearing. The Council shall hear the appeal within ~~thirty (30) days~~forty-five (45) days after receipt of a written notice of appeal. ~~The appellant shall have a right to attend and to present evidence in support of the appeal. The Fee Administrator who made the decision under appeal shall likewise have the right to attend and to present evidence in support of the Fee Administrator's decision. The burden of proof in the hearing shall be on the fee payer to demonstrate to the Council by a preponderance of evidence that the amount of the impact fee, credit, reimbursement or refund was not properly calculated.~~

D. ~~The criteria to be used by the Council shall be whether the decision or interpretation~~

~~made by the Fee Administrator or the alternative decision or interpretation offered by the appellant, more accurately reflects the intent of this Chapter that new growth and development in the City pay its proportionate share of the costs of system improvements for Public Facilities necessary to serve new development. The Council may affirm, reject or revise the decision of the Fee Administrator, providing written findings of fact and conclusions, within fifteen (15) days after hearing the appeal. The Council shall modify the amount of the impact fee, credit, refund or reimbursement only if there is a preponderance of the evidence in the record that the Fee Administrator erred, based upon the methodologies contained in the Impact Fee Study, this Chapter and/or capital improvements plans. The decision of the Council shall be final.~~ The appellant shall have a right to attend and to present evidence in support of the appeal. The Fee Administrator, City staff member, or their representative(s), shall likewise have the right to attend and to present evidence in support of the Fee Administrator's decision. The burden of proof in the hearing shall be on the fee payer to demonstrate to the Council by a preponderance of evidence that the appeal should be granted.

E. ~~A fee payer may request that the City enter into mediation by a qualified independent party to address a disagreement related to the impact fee for new growth and development. If both parties agree to mediation, costs for the independent mediation service shall be shared equally by the fee payer and the City. Mediation may take place at any time during an appeals process; however, any time limitation relevant to an appeal shall be tolled until the mediation occurs.~~Appeal consideration by the Council is limited to whether this Chapter was correctly interpreted, correctly applied, and the amount of the impact fee, credit, reimbursement, or refund was properly calculated. The criteria to be used by the Council shall be whether the decision or interpretation made by the Fee Administrator or the alternative decision or interpretation offered by the appellant, more accurately reflects the intent of this Chapter that new growth and development in the City pay its proportionate share of the costs of system improvements for Public Facilities necessary to serve new development.

F. The Council shall modify the amount of the impact fee, credit, refund or reimbursement only if there is a preponderance of the evidence in the record that the Fee Administrator erred, based upon the methodologies contained in the Impact Fee Study, this Chapter and/or capital improvements plans. The decision of the Council shall be final.

10-8-11: ADDITIONAL PROVISIONS

A. Nothing in this Chapter shall limit or modify the rights of any person to complete any development for which a lawful building permit was issued prior to the effective date hereof.

B. Nothing in this Chapter shall prevent the City from requiring a developer to construct reasonable project improvements in conjunction with a project.

C. Nothing in this Chapter shall limit the ability of the City to enter into intergovernmental agreements as provided in Idaho Code § 67-8204A.

D. Time requirements or deadlines in this Chapter shall be extended or waived only by written mutual agreement between City and the applicant and only where such extension or waiver is not reasonably likely to materially change the legal position or status of the

application.

~~D~~E. The impact fees described in this Chapter, and the administrative procedures of this Chapter shall be reviewed at least once every five (5) years to ensure that:

1. The demand and cost assumptions and other assumptions underlying such impact fees are still valid;

2. The resulting impact fees do not exceed the actual costs of providing police, fire/EMS, parks and recreation, and/or transportation system improvements required to serve new growth and development;

3. The monies collected in any impact fee fund have been and are expected to be spent for system improvements of the type for which such impact fees were paid; and

4. Such system improvements will benefit those developments for which the impact fees were paid.

~~E~~F. Violation of this Chapter shall be subject to those remedies provided in this Code. Knowingly furnishing false information to any official of the City charged with the administration of this Chapter on any matter relating to the administration of this Chapter including, without limitation, the furnishing of false information regarding the expected size or use of a proposed development, shall be a violation of this Chapter and a misdemeanor.

~~F~~G. Except for such impact fee as may be calculated, paid, and accepted pursuant to an independent impact fee calculation study, the amount of each impact fee shall be ~~in an amount set from time to time by Resolution of the Council based upon the definitions of Non-residential Development and Residential Development Housing Units in this Chapter.~~as follows:

1. Residential (per housing unit)	
a. Single Family	Maximum Supportable Fee $6,027
i. Police	$480.75
ii. Fire/EMS	$389.25
iii. Parks and Recreation	$1,390.50
iv. Transportation	$3,013
b. Multifamily	Maximum Supportable Fee $3,479
i. Police	$332.25
ii. Fire/EMS	$313.50
iii. Parks and Recreation	$961.50
iv. Transportation	$1,336
2. Nonresidential (per 1,000 square feet)	
a. Retail	Maximum Supportable Fee $6,119
i. Police	$1,366.50
ii. Fire/EMS	$346.50
iii. Parks and Recreation	$0
iv. Transportation	$3,835

b. Office	Maximum Supportable Fee $2,135
i. Police	$463.50
ii. Fire/EMS	$57.75
iii. Parks and Recreation	$0
iv. Transportation	$1,440
c. Industrial	Maximum Supportable Fee $1,085
i. Police	$236.25
ii. Fire/EMS	$27.75
iii. Parks and Recreation	$0
iv. Transportation	$733
d. Institutional	Maximum Supportable Fee $3,935
i. Police	$510.75
ii. Fire/EMS	$1,251.75
iii. Parks and Recreation	$0
iv. Transportation	$1,585

SECTION 3. 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 4. Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 5. Publication and Effective Date. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect not less than thirty (30) days following 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 _____, 2023.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

CORRIN WILDE, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

DRAFT

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 1 CHAPTER 3 DEFINITIONS RELATED TO APPLICATIONS; AMENDING TITLE 10, CHAPTER 8 BY UPDATING, CLARIFYING, AND ADJUSTING IMPACT FEE ORDINANCE REQUIREMENTS RELATED TO APPLICATIONS, APPEALS, AND FEES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

CORRIN WILDE, CITY CLERK

(SEAL)

DRAFT

Memorandum

File #: 21-824 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, March 15, 2023
DEPARTMENT: Municipal Services

Subject
Public Hearing to Authorize the Transfer of the West River Boat Ramp to Bonneville County

Council Action Desired
☐ Ordinance ☐ Resolution ☒ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Pursuant to Idaho Code §50-1402, Municipal Services requests that the City Council conduct a public hearing regarding the transfer of the West River Boat Ramp and subsequently determine whether to transfer this city-owned property to Bonneville County, Idaho, pursuant to Idaho Code §67-2322.

Description, Background Information & Purpose
The West River Boat Ramp was purchased by Idaho Falls Power in the early 1980's due to river icing concerns following the bulb construction. Bonneville County and Idaho Fish and Game built the ramp, improved it, and has maintained the land for public use over the years. During the October 12, 2022, Idaho Falls Power board meeting, staff recommended the city transfer parcels, RPO03N37E136772, RPO03N37E136814 and RPO03N37E136908 to Bonneville County.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

Transferring the property supports the community-oriented result of environmental sustainability by transferring property ownership to Bonneville County.

Interdepartmental Coordination
This property transfer has been reviewed with Idaho Falls Power, Public Works and Parks and Recreation departments.

Fiscal Impact
This action has no direct cost to the city.

Legal Review

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

powered by Legistar™

QUITCLAIM DEED

THIS INDENTURE, made this _____day of _____, 202_, between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405, County of Bonneville, hereinafter referred to as "GRANTOR," and BONNEVILLE COUNTY, a political subdivision of the State of Idaho, 605 N. Capital Ave., Idaho Falls, Idaho 83402, County of Bonneville, hereinafter referred to as "GRANTEE."

W I T N E S S E T H:

That GRANTOR, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States of America, and other good and valuable consideration to GRANTOR, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged by GRANTOR, does by these presents remise, release and forever quitclaim unto GRANTEE all the following described real estate, situated in the County of Bonneville, State of Idaho, to-wit:

Parcels of land lying in a portion of the Southwest ¼ of Section 13, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

Beginning at a point that is West 442.44 ft. and North 355.26 ft. from the SE Corner of Lot 5, Section 13, T 3N, R37, EBM, and running thence N. 12°13' W. along the East Right of Way line of the West River road 325 ft. to the true point of beginning; thence N. 12°13' West along the East Right of Way line of the West River Road 125 ft.; thence N. 77°47' East 167.0 ft.; thence S. 17°28'23" East 125.53 ft.; thence S. 77°47' West 173.5 ft. to the true point of beginning.

ALSO:

Beginning at a point that is West 442.44 ft. and North 355.26 ft. and N. 12°13' W. 450.0 ft. from the SE Corner of Lot 5, Section 13, T 3N, R37, EBM, said point of beginning being on the East Right of Way line of the West River Road; running thence N. 12°13' West along said West River Road 125.0 ft.; thence N 77°47' E. 150.5 ft.; thence S. 17°28'23" E. 125.5 ft.; thence S. 77°47' W. 167.0 ft. to the point of beginning.

ALSO:

BEGINNING at a point that is W. 442.44 feet and North 355.26 feet from the SE corner of Lot 5, Section 13, Township 3 North, Range 37 East of the Boise Meridian and running thence N. 12°13' W. along the East right of way line of the West River Road 325 feet; thence N. 77°47' E. 173.5 feet; thence S. 17°28'23" E. 125.53 feet;

thence S. 33°16’24” E. 214.30 feet; thence S. 77°47’ W. 262.0 feet to the point of beginning.

All subject to a reservation by GRANTOR for the perpetual right to flood, submerge, or overflow the above-described real property.

Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said GRANTEE and to its heirs and assigns forever.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its hand and seal on this day and year first above written.

“GRANTOR”
CITY OF IDAHO FALLS, IDAHO

_____

By: Rebecca L. Noah Casper, Ph.D., Mayor

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____day of _____, 20____, before me, the undersigned, a notary public, in and for said State, personally appeared Rebecca L. Noah Casper, Ph.D., known or identified to me to be the Mayor of the City of Idaho Falls, Idaho, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said GRANTOR, City of Idaho Falls, Idaho.

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

_____
Notary Public of Idaho
Residing at: _____
(Seal) My Commission Expires:_____

WD 720009
HANCOCK TO CIF
Parcel B
MISCLOSURE 5.00'

N77°34'49"E
167.00'

WD 720009
HANCOCK TO CIF
Parcel A
MISCLOSURE 5.00'

S11°40'34"E
125.83'

N12°51'11"W
125.00'

173.50'
S77°34'49"W

N Riv er Rd

WD 692359
PETERSON TO CIF
MISCLOSURE 0.009'

N12°51'11"W
325.00'

FLOOD EASEMENT
UNRECORDED
PETERSON TO CIF
MISCLOSURE 0.009'

N01°21'11"W
355.26'

442.44'
S89°47'49"W

Lake

City of Idaho Falls Parcel Map



Memorandum

File #: 23-107 **City Council Meeting**

FROM: Kerry Beutler, Interim Director
DATE: Wednesday, March 22, 2023
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 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East

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

1. Approve the Ordinance annexing 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East and assign a Comprehensive Plan Designation of "Special Use Transect" and 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 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East 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 R&D, Research and Development with the Limited Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 acres of the NE ¼ of Section 12, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 1, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zoning R&D with the Limited Development Airport Overlay Zone.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Successful annexation consideration seeks for consistency with the principles of the Comprehensive Plan, including

Growth, Sustainability, and Livable Communities.

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

Fiscal Impact
NA

Legal Review
This application and ordinance have been reviewed by the City Attorney's Office for consistency with state law.

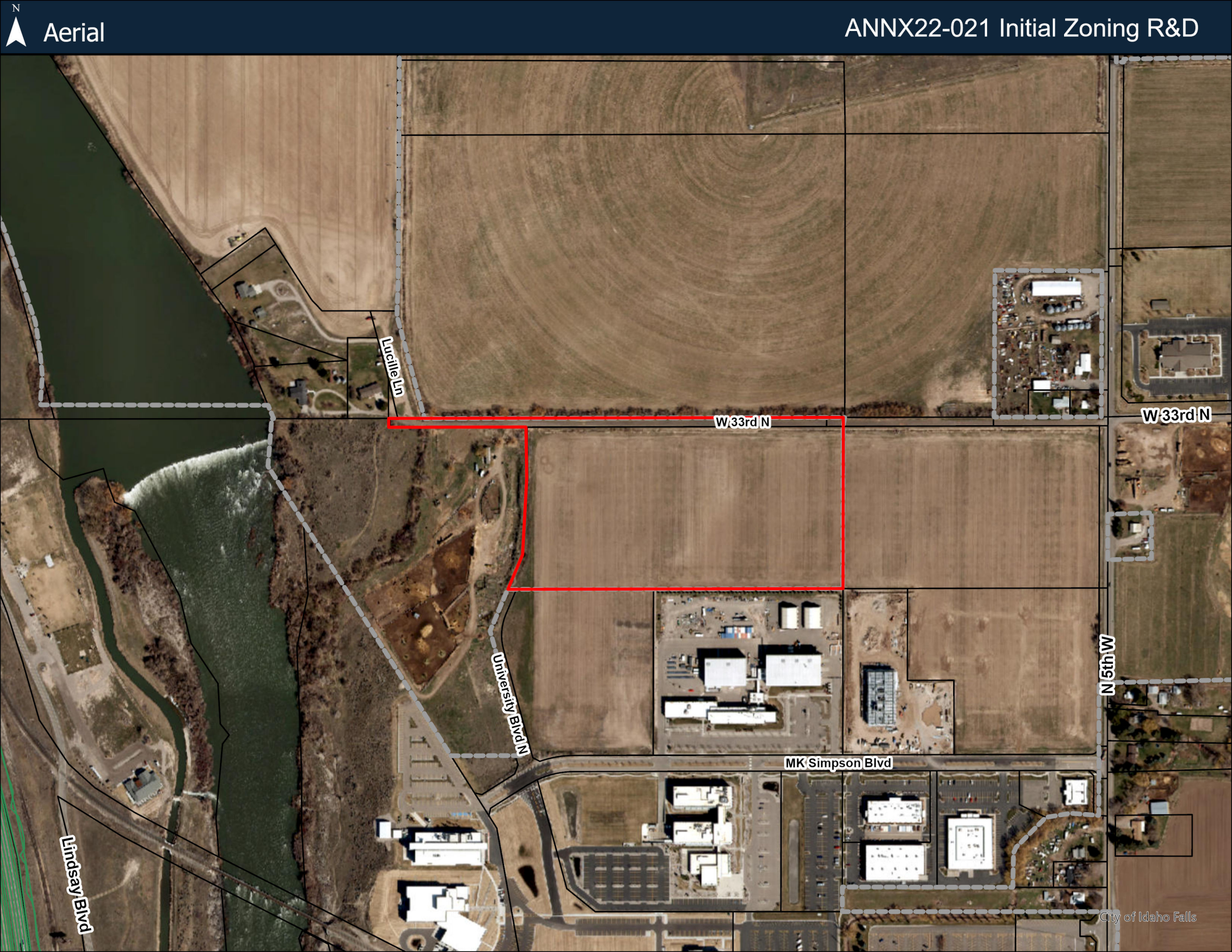
Zoning

ANNX22-021 Initial Zoning R&D

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P

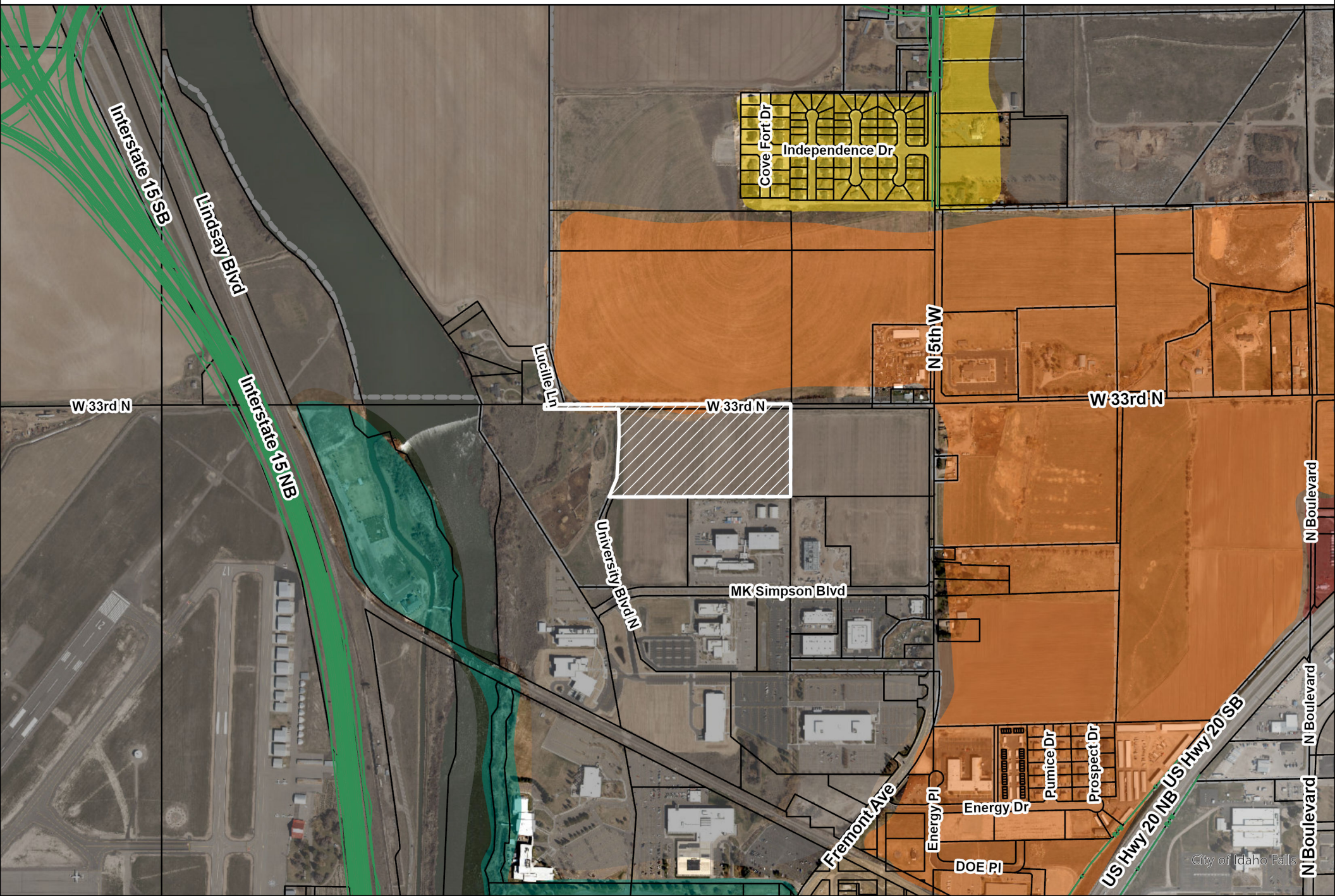



N
Aerial
ANNX22-021 Initial Zoning R&D
Lucille Ln
W 33rd N
W 33rd N
University Blvd N
N 5th W
MK Simpson Blvd
Lindsay Blvd
City of Idaho Falls

Comprehensive Plan

ANNX22-021 Initial Zoning R&D

General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
ITD I-15 & US 20 Recommended Preferred Route H2 Line



STAFF REPORT

Annexation of 17.782 acres in Section 12 Township 2 North, Range 37 East with an Initial Zoning of R&D, Research and Development including the Limited Development Airport Overlay Zone.

March 30, 2023

IDAHO FALLS

Community Development Services

Applicant: Jeff Freiberg

Project Manager: David Peterson

Location: North of MK Simpson Blvd, East of the Snake River, South of W 33rd N, West of N 5th W.

Size: Approximately 17.782 acres

Zoning:
Existing: County A-1
North: R3A
South: R&D
East: R&D
West: County A-1

Proposed Zoning: R&D

Existing Land Uses:
Site: Vacant
North: Vacant
South: R&D
East: Vacant
West: Vacant

Future Land Use Map:
Special Use

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

Requested Action: To **approve** the annexation and initial zoning of R&D, Research and Development, including the Limited Development Airport Overlay Zone, by the Mayor and City Council.

Staff Recommendation: Staff and the Planning Commission recommend approval of the annexation and initial zoning of the R&D Zone with the Limited Development Airport Overlay Zone.

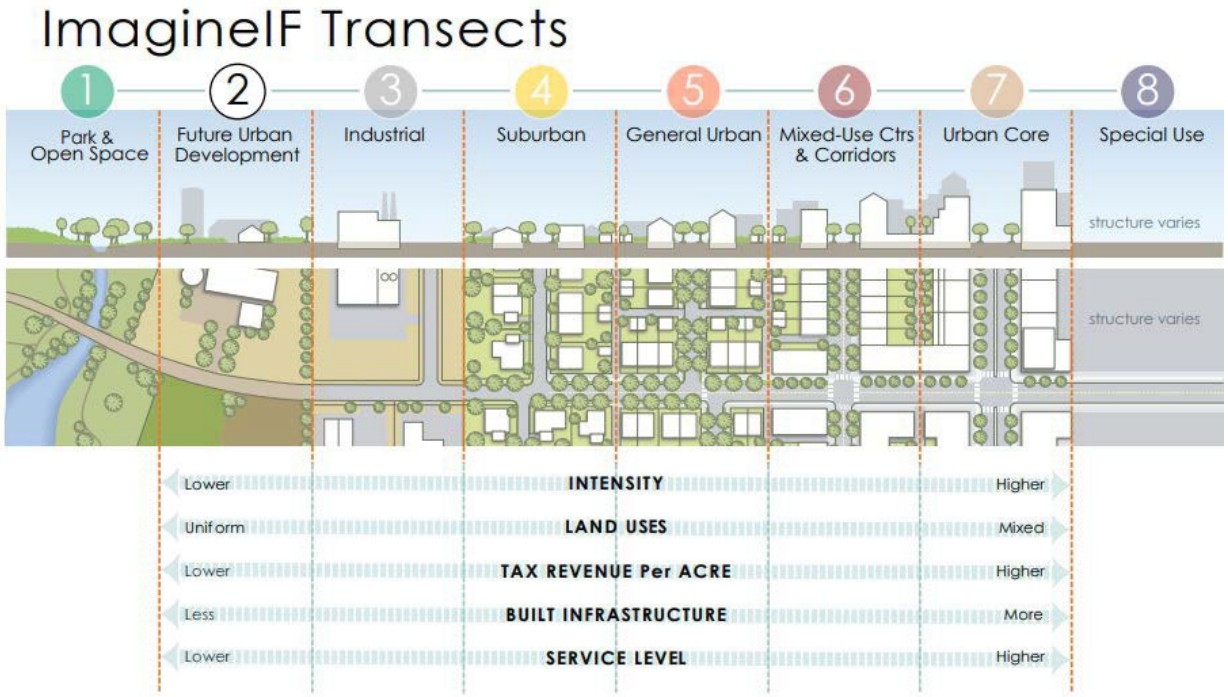
Annexation: This is a Category "A" annexation as it is requested by the property owner. The property is in the Area of Impact and contiguous to City limits along the north, east and south property lines. Annexation of the property is consistent with the policies of the City's Comprehensive Plan. The Planning Commission voted to recommend approval of this annexation and initial zoning on November 1, 2022.

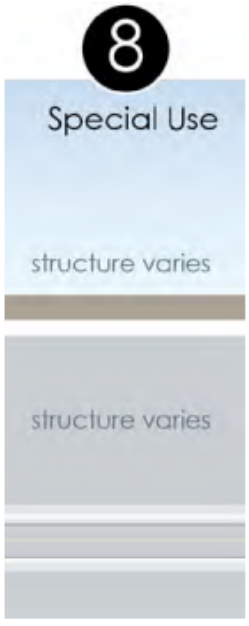
Initial Zoning: The proposed zoning is R&D. This zone provides a Special Purpose Zone in which the primary use of the land is centered on research, development, and higher education. R&D Zones should be located close to transportation, public utilities and other facilities necessary to support research and development and higher education facilities. This Zone is also characterized by attractively designed buildings and off-street parking lots situated among trees, shrubs, and other landscape features.

Staff Comments: This property is situated in the Area of Impact and is contiguous to city limits. Utilities are in the vicinity, and the property will need to be platted before development. The Comprehensive Plan identifies this property as Special Use. The R&D Zone is consistent with the policies of the Comprehensive Plan as well as existing zoning in the area. Development on MK Simpson Blvd to the south is mainly government buildings servicing the Department of Energy and INL. The property is near University Place, the INL Energy Innovation Laboratory, the Center for Advanced Energy Studies, and the Idaho Falls Regional Airport.

Comprehensive Plan Land Use Transects:

pg. 60-70





8. **Special Use**

Snapshot: The Special Use Transect denotes specific types of land use which do not readily fit into broad use categories. Structures and amenities in this designation vary and are considered on a case-by-case basis.

Local examples: INL campus, University Place, CEI campus, Airport, Sewer Treatment Plant.

Comprehensive Plan Policies:

Attracting Businesses and Job Opportunities pg. 100

Establish appropriate tools and incentives for new business growth.

Zoning Ordinance:

11-3-7: PURPOSE OF SPECIAL PURPOSE ZONES

(A) R&D Research and Development Zone. This zone provides a special purpose zone in which the primary use of the land is a center for research, development, and higher education. This Zone should be located close to transportation, public utilities, and other facilities necessary to support research and development and high education facilities. This Zone is also characterized by attractively designed buildings and off-street parking lots situated among trees, shrubs, and other landscape features.

Table 11-3-7: Dimensional Standards for Special Zones

	R&D	P
Site Area- Minimum in acres	30*	1*
Setbacks – Minimum in ft.		
Front	30	30
Side	0/ 20 *	20
Rear	0/ 20 *	30
Building Height- Maximum in ft.	see sub-section (3) below*	35
Lot Coverage- Maximum in %	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-10A (1-4) of this Zoning Code.		

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

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

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

	Industrial		Special Purpose	
Proposed Land Use Classification	**LM**	**I&M**	**R&D**	**P**
Accessory Use	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C_2	P		C_2
Agriculture Tourism	C_2	P		C_2
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C_2
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C_2		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C_2
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C_2	P		
Day Care Center*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Eating Establishment, Limited	P	P	P	
Equipment Sales, Rental and Service	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		
Fuel Station, Super	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C_2	C_2	C_2	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C_2	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C_2	C_2
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C_2
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle Body Shop	P	P		
Vehicle Sales, Rentals and Service	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3451, 3-31-22)

Airport Compatible Land Use

ANNX22-021 Initial Zoning R&D

Approach Surface

Controlled Development Approach Surface

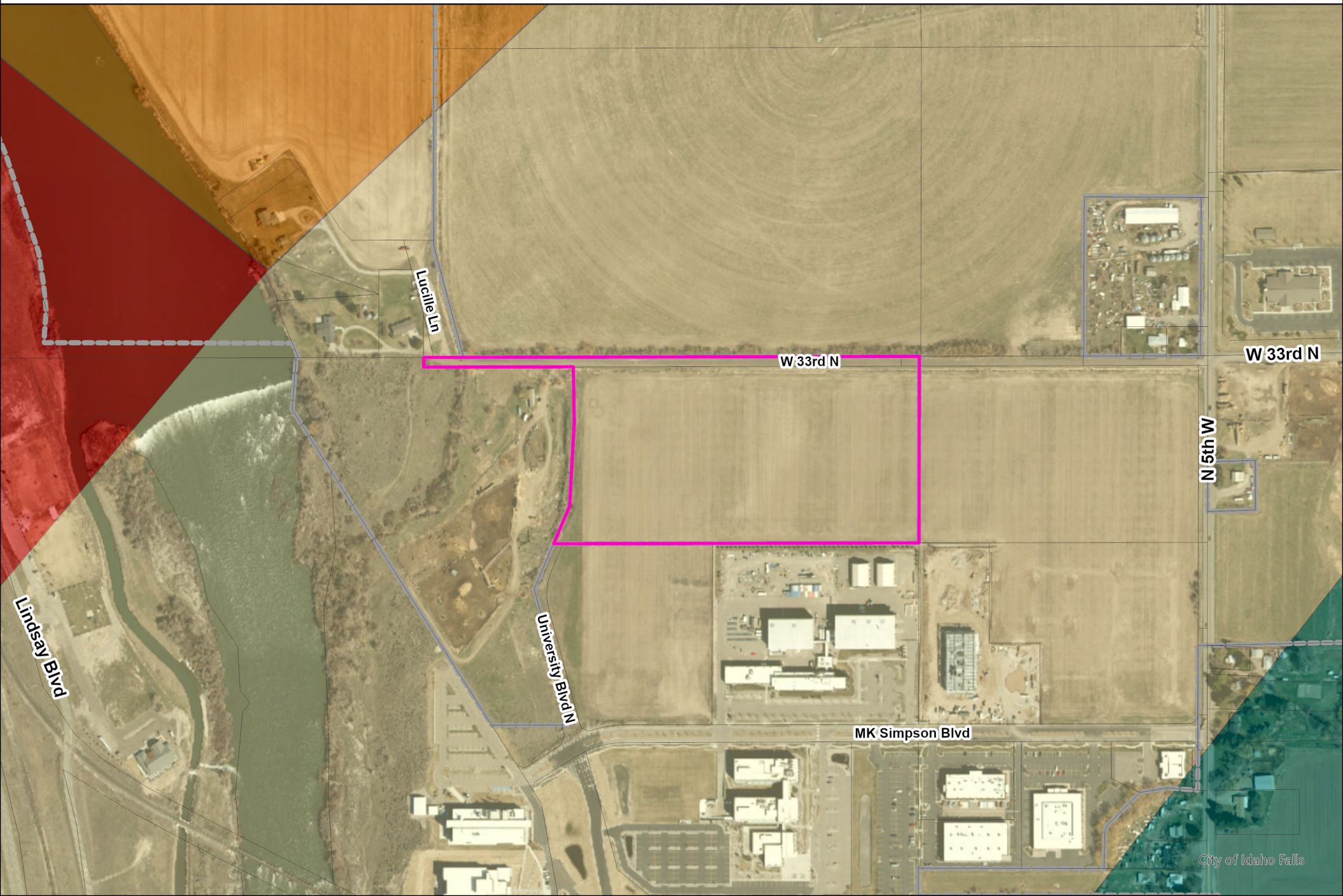
Limited Development Approach Surface

Controlled Development

Limited Development

No Development

N



November 1, 2022 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Lindsey Romankiw, Arnold Cantu, George Morrison, Brent Dixon (via Webex.

MEMBERS ABSENT: Margaret Wimborne, Glen Ogden, Kristi Brower

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Naysha Foster, Caitlin Long and David Peterson; and interested citizens.

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

CHANGES TO AGENDA:

MINUTES: Morrison moved to accept the minutes of October 4, 2022, Cantu seconded the motion. The motion passed unanimously.

Public Hearing(s):

3. ANNEX 22-021: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of R&D.

Denney opened the public hearing.

Applicant: Jeff Freiberg, 946 Oxbow Ln., Idaho Falls, Idaho. Freiberg is asking to annex 17.4 acres near Iona Road to the north and MK Simpson to the South and 5th West to the east. They are requesting R&D zoning.

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

Denney asked if the request for 33rd N annexation is in this request. Peterson stated that the initial annexation request did not include 33rd N, but that is being requested by Public Works.

Morrison asked if 33rd North is the only access to the site or will there be other access points. Beutler stated that University Place runs along south of this property and will connect back into MK Simpson and the plan would be to extend that to the north to connect with 33rd, and as the property developed, they would address the right of way connection with the platting.

Dixon confirmed that the request is to include the road, but currently it is not included. Dixon asked about the road to the east. Beutler stated that portion is annexed and was annexed with the R3A area, if they include the rest of 33rd in this application, it will clean up the remainder of 33rd area. Beutler stated that Public Works and Bonneville County have requested annexation of the remainder.

Morrison asked if that needs to be part of the motion. Beutler stated that it is up to the commission, but it is part of the record.

No one appeared in support or opposition.

Denney closed the public hearing.

Morrison moved to recommend to the Mayor and City Council approval of the annexation of 17.395 Acres of Section 2 North, Range 37 East with an initial zoning of R&D Research and Development including the Limited Development Airport Overlay Zone and including the remaining portion of 33rd N as requested, Romankiw seconded the motion. Denney called for roll call vote: Morrison, yes; Romankiw, yes; Cantu, yes; Dixon, yes; The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 17.782 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2023.

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 17.782 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

(SEAL)

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

A PARCEL OF LAND BEING PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, THENCE S89°52'20"W 984.69 FEET ALONG THE NORTH LINE OF SAID SECTION 12 TO A POINT AT THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2662 AND THE EAST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3394, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE S00°05'47"W 636.74 FEET ALONG THE WEST LINE OF SAID ANNEXATION ORDINANCE 2662 AND CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635 TO THE NORTHEAST CORNER OF UNIVERSITY NORTH ADDITION DIV. 2, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AND THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635, THENCE S89°52'20"W 1246.72 FEET ALONG THE NORTH LINE OF SAID UNIVERSITY NORTH ADDITION DIV. 2 AND SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 TO THE NORTHWEST CORNER OF SAID UNIVERSITY NORTH ADDITION DIV. 2, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AT THE CENTERLINE OF THE OLD CITY CANAL, THENCE LEAVING SAID NORTH LINES ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES; (1) N22°52'31"E 140.20 FEET, (2) N03°05'42"E 284.00 FEET, (3) N00°48'07"W 191.15 FEET, THENCE LEAVING SAID CENTERLINE S89°52'20"W 476.95 FEET, THENCE S89°54'14"W 33.98 FEET, THENCE N00°26'14"E 33.00 FEET TO SAID NORTH LINE OF SAID SECTION 12, THENCE ALONG SAID NORTH LINE N89°54'14"E 33.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12, SAID CORNER BEING AT THE EXTENDED SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394, THENCE CONTINUING ALONG SAID NORTH LINE OF SAID SECTION 12, SAID EXTENDED SOUTH LINE AND SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394 N89°52'20"E 1657.53 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 17.782 ACRES.

Submitted by:

Firm Name: Peterson Land Surveying, PLLC

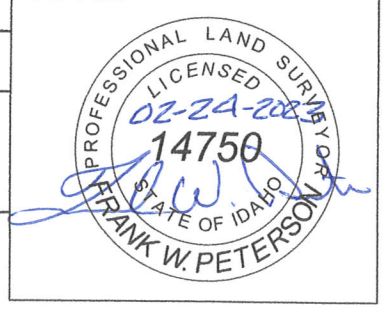
Contact Name: Frank Peterson

Phone Number: (208) 313-5033

Email: fpeterson3@hotmail.com

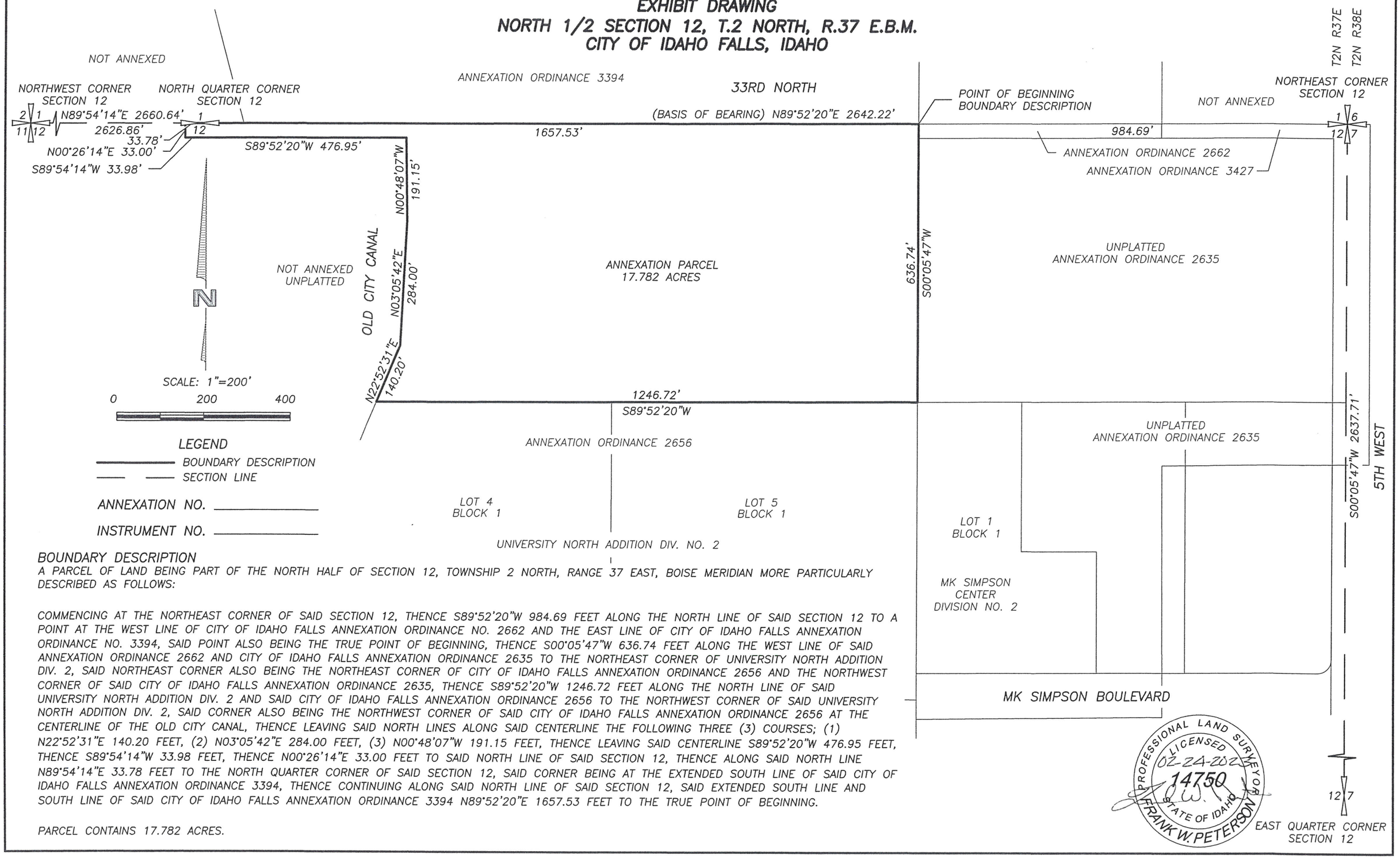
Overall Document Page Range: _____ of _____

PLS Seal:



ORIGINAL

EXHIBIT DRAWING
NORTH 1/2 SECTION 12, T.2 NORTH, R.37 E.B.M.
CITY OF IDAHO FALLS, IDAHO



BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, THENCE S89°52'20"W 984.69 FEET ALONG THE NORTH LINE OF SAID SECTION 12 TO A POINT AT THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2662 AND THE EAST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3394, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE S00°05'47"W 636.74 FEET ALONG THE WEST LINE OF SAID ANNEXATION ORDINANCE 2662 AND CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635 TO THE NORTHEAST CORNER OF UNIVERSITY NORTH ADDITION DIV. 2, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AND THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635, THENCE S89°52'20"W 1246.72 FEET ALONG THE NORTH LINE OF SAID UNIVERSITY NORTH ADDITION DIV. 2 AND SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 TO THE NORTHWEST CORNER OF SAID UNIVERSITY NORTH ADDITION DIV. 2, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AT THE CENTERLINE OF THE OLD CITY CANAL, THENCE LEAVING SAID NORTH LINES ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES; (1) N22°52'31"E 140.20 FEET, (2) N03°05'42"E 284.00 FEET, (3) N00°48'07"W 191.15 FEET, THENCE LEAVING SAID CENTERLINE S89°52'20"W 476.95 FEET, THENCE S89°54'14"W 33.98 FEET, THENCE N00°26'14"E 33.00 FEET TO SAID NORTH LINE OF SAID SECTION 12, THENCE ALONG SAID NORTH LINE N89°54'14"E 33.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12, SAID CORNER BEING AT THE EXTENDED SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394, THENCE CONTINUING ALONG SAID NORTH LINE OF SAID SECTION 12, SAID EXTENDED SOUTH LINE AND SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394 N89°52'20"E 1657.53 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 17.782 ACRES.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 17.782 ACRES NORTH OF MK SIMPSON BLVD, EAST OF THE SNAKE RIVER, SOUTH OF W 33RD N, AND WEST OF N 5TH W.

WHEREAS, the applicant filed an application for annexation on September 21, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 1, 2022; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on March 30, 2023; 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 17.782 acres generally located north of MK Simpson Blvd, east of the Snake River, south of W 33rd N and west of N 5th W.
3. This property is in the Area of Impact and contiguous to City limits along the north, east, and south property lines.
4. This application is a Category "A" annexation.
5. City utilities are present in the area to provide services to this property.
6. The Comprehensive Plan designates this area as Special Use.
7. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2023

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 23-108 **City Council Meeting**

FROM: Kerry Beutler, Interim Director
DATE: Wednesday, March 22, 2023
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R&D, Research and Development with the Limited Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 acres, NE ¼ of Section 12, Township 2 North, Range 37 East

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance establishing the initial zoning for R&D, Research and Development with the Limited Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R&D, Research and Development with the 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 R&D, Research and Development with the Limited Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 17.782 acres, NE ¼ of Section 12, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 1, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zonings of R&D with the Limited Development Airport Overlay Zone. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

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

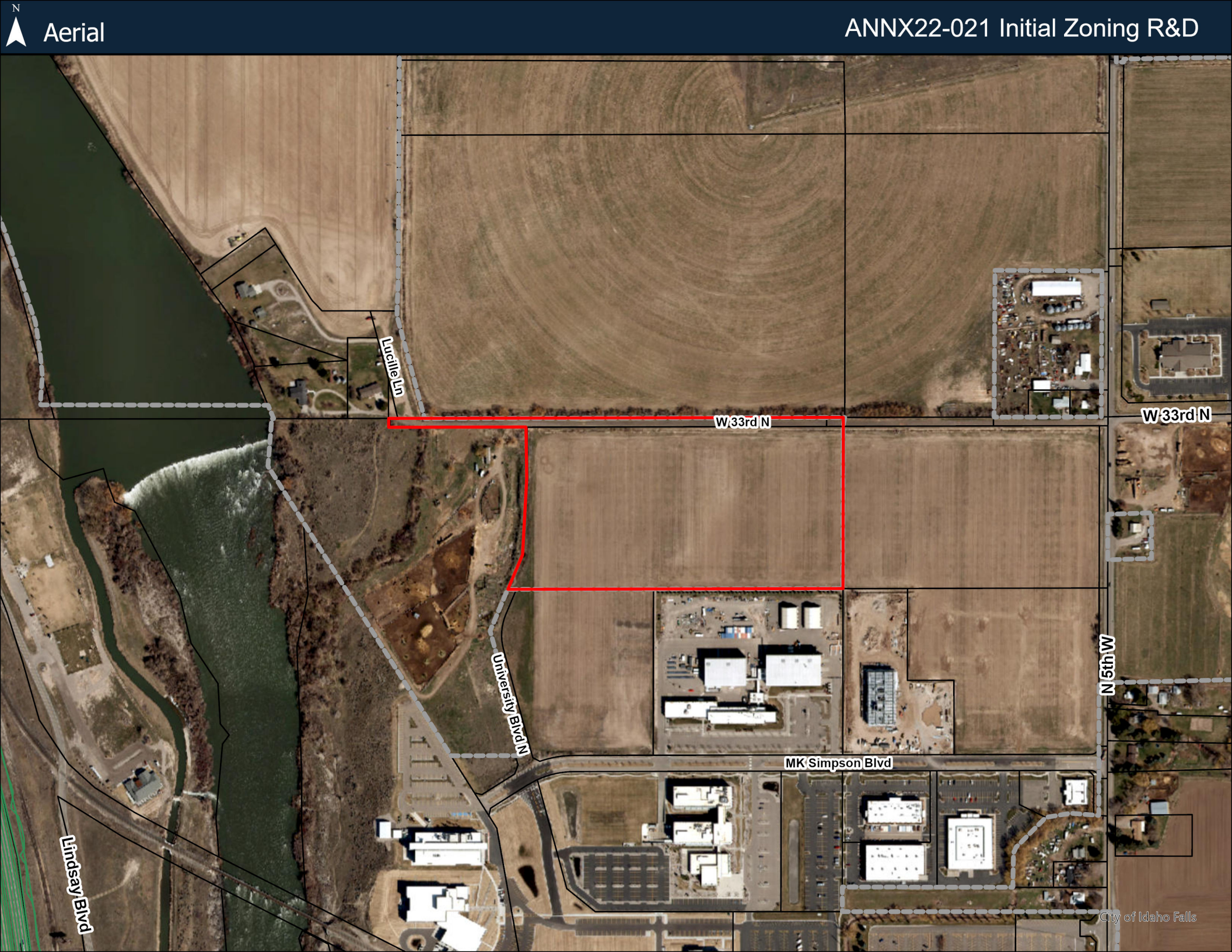
Zoning

ANNX22-021 Initial Zoning R&D

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P

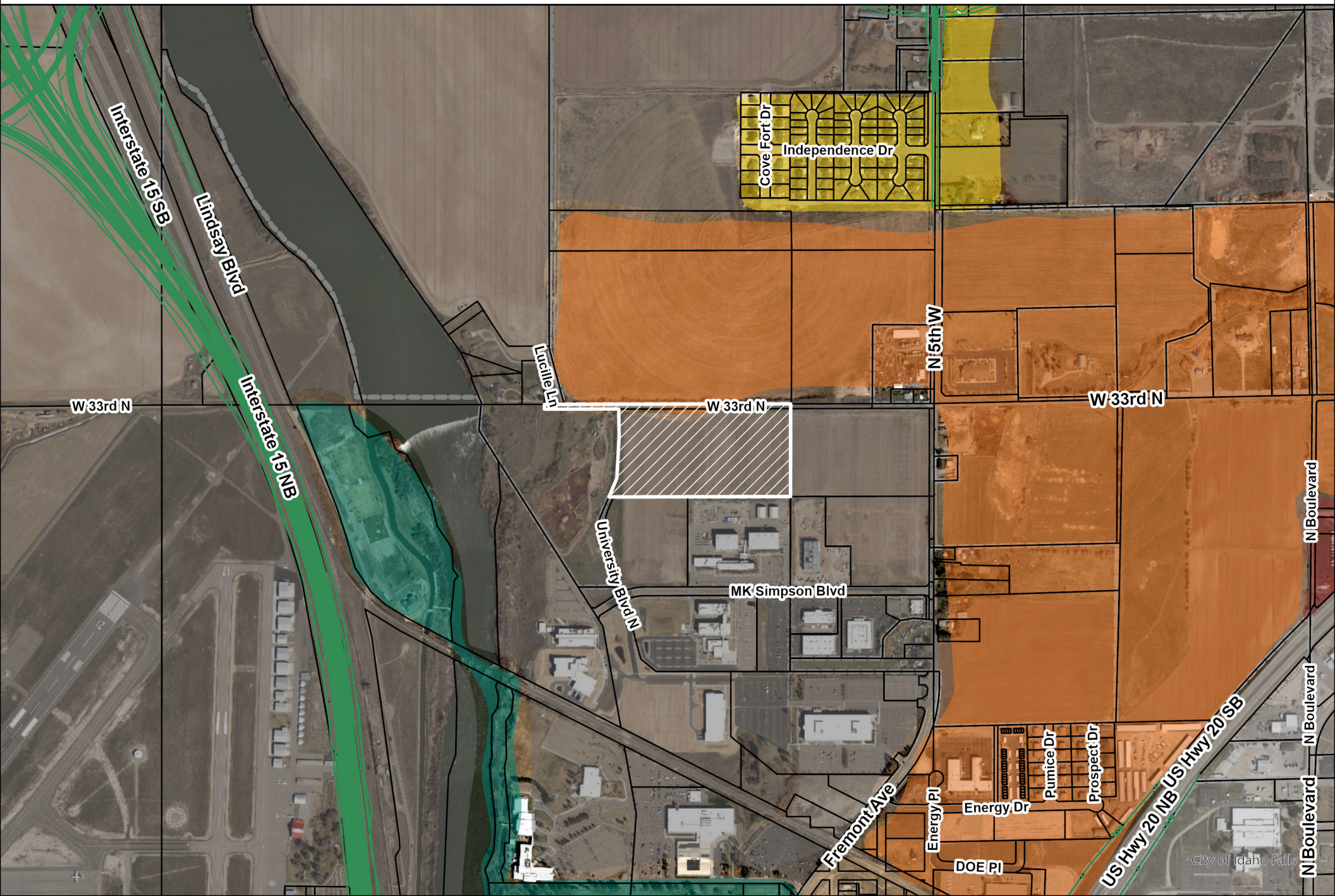



N
Aerial
ANNX22-021 Initial Zoning R&D
Lucille Ln
W 33rd N
W 33rd N
University Blvd N
N 5th W
MK Simpson Blvd
Lindsay Blvd
City of Idaho Falls

Comprehensive Plan

ANNX22-021 Initial Zoning R&D

General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
ITD I-15 & US 20 Recommended Preferred Route H2 Line



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 17.782 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R&D, RESEARCH AND DEVELOPMENT, INCLUDING THE LIMITED DEVELOPMENT AIPORT 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 R&D including the Limited Development Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Special Purpose"; and

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

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Special Purpose"; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 1, 2022, and recommended approval of zoning the subject property to R&D including 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 March 30, 2023.

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 Special Use.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as R&D including 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 "R&D including the Limited Development Airport Overlay Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 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_____, 2023.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 17.782 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R&D, RESEARCH AND DEVELOPMENT, INCLUDING THE LIMITED DEVELOPMENT AIPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

Corrin Wilde, City Clerk

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

A PARCEL OF LAND BEING PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, THENCE S89°52'20"W 984.69 FEET ALONG THE NORTH LINE OF SAID SECTION 12 TO A POINT AT THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2662 AND THE EAST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3394, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE S00°05'47"W 636.74 FEET ALONG THE WEST LINE OF SAID ANNEXATION ORDINANCE 2662 AND CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635 TO THE NORTHEAST CORNER OF UNIVERSITY NORTH ADDITION DIV. 2, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AND THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635, THENCE S89°52'20"W 1246.72 FEET ALONG THE NORTH LINE OF SAID UNIVERSITY NORTH ADDITION DIV. 2 AND SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 TO THE NORTHWEST CORNER OF SAID UNIVERSITY NORTH ADDITION DIV. 2, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AT THE CENTERLINE OF THE OLD CITY CANAL, THENCE LEAVING SAID NORTH LINES ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES; (1) N22°52'31"E 140.20 FEET, (2) N03°05'42"E 284.00 FEET, (3) N00°48'07"W 191.15 FEET, THENCE LEAVING SAID CENTERLINE S89°52'20"W 476.95 FEET, THENCE S89°54'14"W 33.98 FEET, THENCE N00°26'14"E 33.00 FEET TO SAID NORTH LINE OF SAID SECTION 12, THENCE ALONG SAID NORTH LINE N89°54'14"E 33.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12, SAID CORNER BEING AT THE EXTENDED SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394, THENCE CONTINUING ALONG SAID NORTH LINE OF SAID SECTION 12, SAID EXTENDED SOUTH LINE AND SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394 N89°52'20"E 1657.53 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 17.782 ACRES.

Submitted by:

Firm Name: Peterson Land Surveying, PLLC

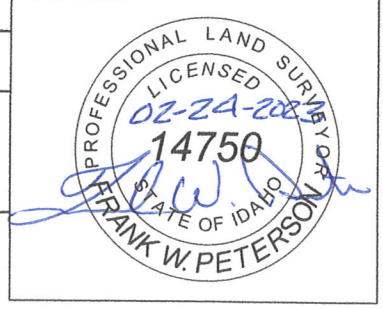
Contact Name: Frank Peterson

Phone Number: (208) 313-5033

Email: fpeterson3@hotmail.com

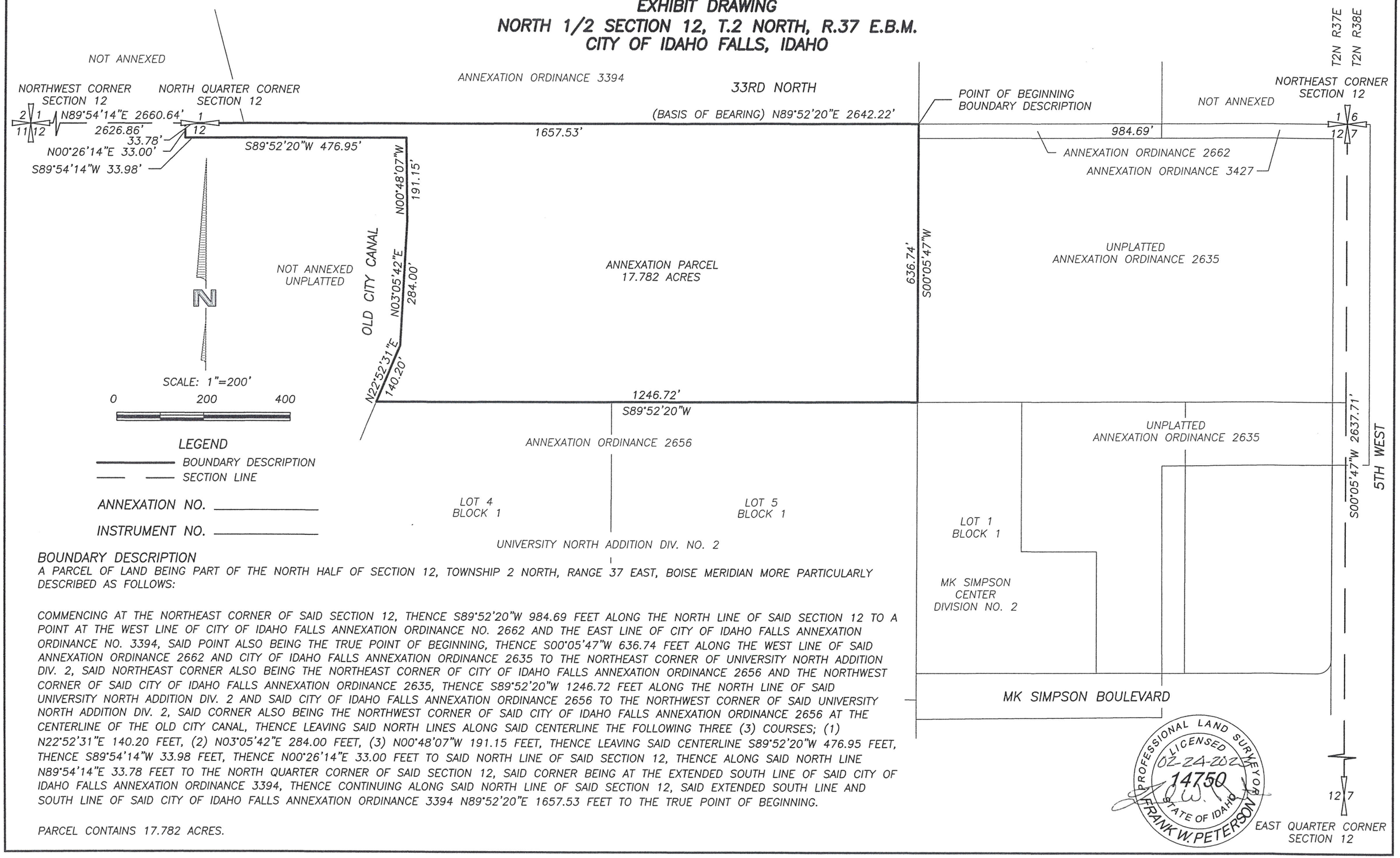
Overall Document Page Range: _____ of _____

PLS Seal:



ORIGINAL

EXHIBIT DRAWING
NORTH 1/2 SECTION 12, T.2 NORTH, R.37 E.B.M.
CITY OF IDAHO FALLS, IDAHO



BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, THENCE S89°52'20"W 984.69 FEET ALONG THE NORTH LINE OF SAID SECTION 12 TO A POINT AT THE WEST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2662 AND THE EAST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3394, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE S00°05'47"W 636.74 FEET ALONG THE WEST LINE OF SAID ANNEXATION ORDINANCE 2662 AND CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635 TO THE NORTHEAST CORNER OF UNIVERSITY NORTH ADDITION DIV. 2, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AND THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2635, THENCE S89°52'20"W 1246.72 FEET ALONG THE NORTH LINE OF SAID UNIVERSITY NORTH ADDITION DIV. 2 AND SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 TO THE NORTHWEST CORNER OF SAID UNIVERSITY NORTH ADDITION DIV. 2, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2656 AT THE CENTERLINE OF THE OLD CITY CANAL, THENCE LEAVING SAID NORTH LINES ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES; (1) N22°52'31"E 140.20 FEET, (2) N03°05'42"E 284.00 FEET, (3) N00°48'07"W 191.15 FEET, THENCE LEAVING SAID CENTERLINE S89°52'20"W 476.95 FEET, THENCE S89°54'14"W 33.98 FEET, THENCE N00°26'14"E 33.00 FEET TO SAID NORTH LINE OF SAID SECTION 12, THENCE ALONG SAID NORTH LINE N89°54'14"E 33.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12, SAID CORNER BEING AT THE EXTENDED SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394, THENCE CONTINUING ALONG SAID NORTH LINE OF SAID SECTION 12, SAID EXTENDED SOUTH LINE AND SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3394 N89°52'20"E 1657.53 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 17.782 ACRES.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R&D, RESEARCH AND DEVELOPMENT, INCLUDING THE LIMITED DEVELOPMENT AIRPORT OVERLY, APPROXIMATELY 17.782 ACRES, GENERALLY LOCATED NORTH OF MK SIMPSON BLVD, EAST OF THE SNAKE RIVER, SOUTH OF W 33RD N, AND WEST OF N 5TH W.

WHEREAS, the applicant filed an application for annexation on September 21, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 1, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on March 30, 2023; 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 17.782 acres generally located north of MK Simpson Blvd, east of the Snake River, south of W 33rd N, and west of N 5th W.
3. The Comprehensive Plan designates this area as Special Use.
4. The proposed zoning of R&D including the Limited Development Overlay Zone is consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to R&D including the Limited Development Overlay Zone.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2023

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 23-104 **City Council Meeting**

FROM: Kerry Beutler, Interim Director
DATE: Friday, March 17, 2023
DEPARTMENT: Community Development Services

Subject
Final Plat and Reasoned Statement of Relevant Criteria and Standards, Sparrow Hill Subdivision First Amended

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Accept the Final Plat for Sparrow Hill Subdivision First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sparrow Hill Subdivision First Amended 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 and Reasoned Statement of Relevant Criteria and Standards for Sparrow Hill Subdivision First Amended. The Planning and Zoning Commission considered this item at its November 1, 2022, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact
NA

Legal Review

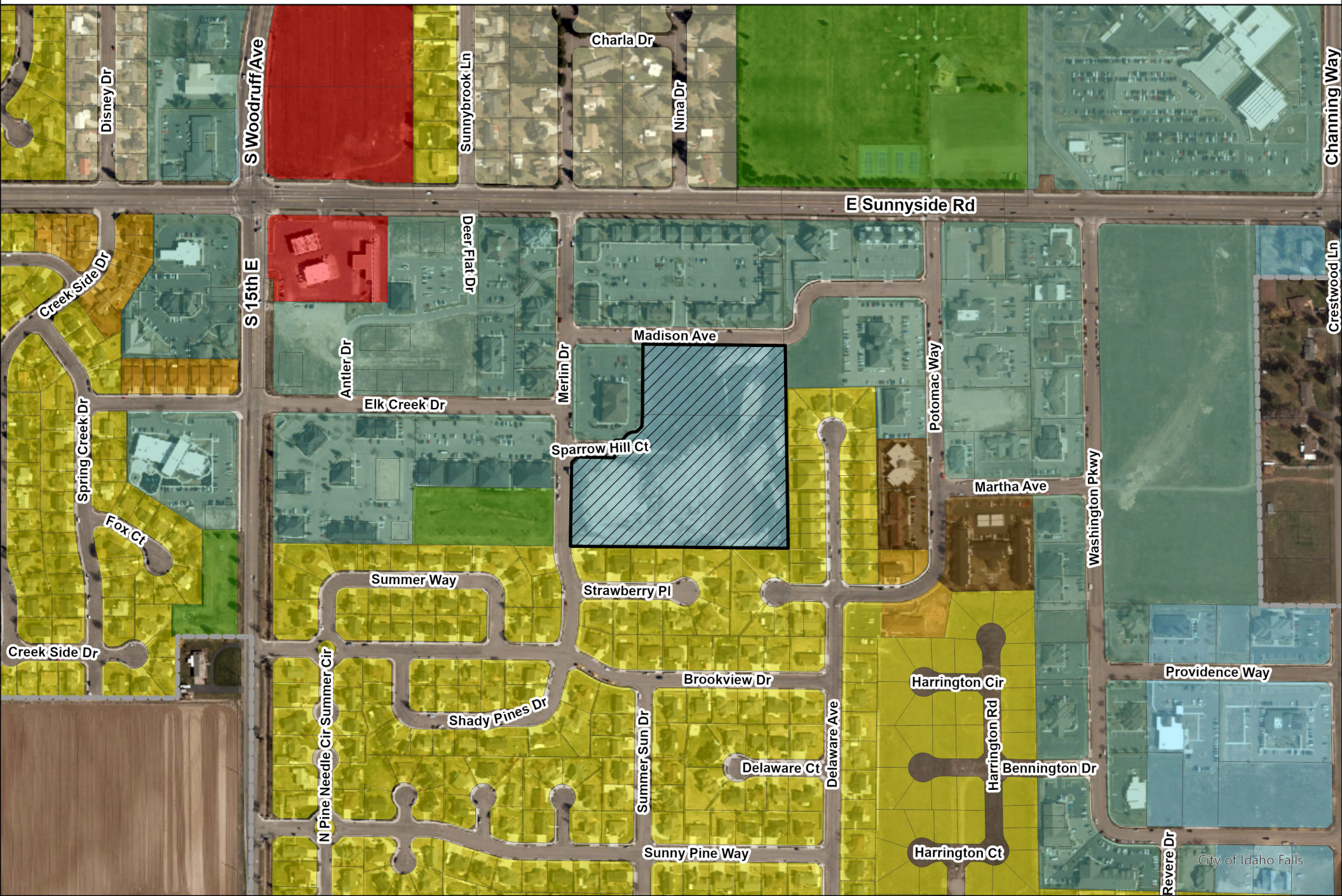
This application has been reviewed by the City Attorney's Office and is consistent with applicable law.

Zoning

PLAT22-030

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

PLAT22-030



SPARROW HILL SUBDIVISION FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF LOT 1 & LOT 2, BLOCK 1 OF SPARROW HILL SUBDIVISION
A PARCEL IN THE NORTHWEST 1/4 CORNER OF SECTION 33,
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

SHEET 1 OF 3

NW CORNER SECTION 33 TOWNSHIP 2
NORTH RANGE 38 EAST, B.M.
FOUND 2" ALUM CAP
SET CPF No. 500236
FILED CPF No. 1215655

N89°24'03"W 2650.86'
SECTION LINE- BASIS OF BEARING
CITY OF IDAHO FALLS 2004 CONTROL

1504.71'

1146.15'

N 1/4 CORNER SECTION 33 TOWNSHIP 2
NORTH RANGE 38 EAST, B.M.
FOUND 2" ALUM CAP
SET CPF No. 500235
FILED CPF No. 1215653

CHANTILLY ADDITION
DIVISION NO. 1
INSTRUMENT NO.

S00°35'57"W 490.00'

MADISON AVENUE

FOUNTAIN BLEU RIGHT-OF-WAY PLAT
INSTRUMENT No. 1476066
RIGHT-OF-WAY DEED INSTRUMENT No. 1476067

REPLACED EXISTING 1/2" IR
MARKED PLS 9369

5.00'
163.37'
S89°24'03"E 481.48'
78.86'
232.27'
15'
170.35'
C1

REPLACE EXISTING 1/2" IR
MARKED PLS 9369

EXISTING 10' UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1293585
DATED: MARCH 17, 2008

30'

(R3) N00°36'01"E 280.00'
N00°35'57"E 275.00'

S00°35'57"W 299.32'

EXISTING 15' UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1293585
DATED: MARCH 17, 2008

CHANTILLY ADDITION
DIVISION No. 2
INSTRUMENT No. 1293585

LOT 1
BLOCK 2

EXISTING 15' UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1304190
DATED: JUNE 30,2008

EXISTING PUBLIC UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1702077
DATED: OCTOBER 5, 2021

20'

N44°21'30"E 27.70'
(R3) N44°21'34"E

LOT 4
158476 SF
3.638 AC.

S89°24'03"E 12.82'
S60°34'33"W 26.69'

N00°34'36"E 494.98'

EXISTING PUBLIC UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1702077
DATED: OCTOBER 5, 2021

20'

LOT 5
124272 SF
2.853 AC.

ST.CLAIR ESTATES
DIVISION No. 13
INSTRUMENT No. 1292351

140.88'

48
BLOCK 11

21

22

23

24

25

26

27

28

29

31

S00°56'54"E 688.02'
(R1) S00°56'50"E 693.03'

482.94'

BLOCK 11

(R3) N45°36'01"E
N45°35'57"E
21.21'

MERLIN COURT

(R3) S89°23'59"E 127.28'
S89°24'03"E 127.27'

S89°24'03"E 38.11'

C2

C3

S00°34'33"W 90.13'

S59°25'27"E 26.69'
S89°24'03"E 12.77'

REPLACE EXISTING 1/2" IR
MARKED PLS 9369

15'

REPLACE EXISTING 1/2" IR
MARKED PLS 9369

MERLIN DRIVE

15'

EXISTING PUBLIC UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1702077
DATED: OCTOBER 5, 2021

N00°35'57"E 287.65'

LOT 3
126867 SF
2.912 AC.

S00°35'57"W 182.03'

30'

N89°25'24"W 47.53'

S00°34'36"W 126.27'

EXISTING PUBLIC UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1702077
DATED: OCTOBER 5, 2021

ST.CLAIR ESTATES
DIVISION No. 10
INSTRUMENT No. 1084433

N89°22'10"W 35.93'

S89°22'10"E 123.69'

N00°00'00"W 17.81'

S89°24'03"E 81.03'

S00°37'21"W 20.19'

S89°27'18"E 194.74'

S00°00'00"E 74.40'

30'

REPLACED EXISTING 1/2" IR
MARKED PLS 9369

EXISTING 15' UTILITY EASEMENT
PURSUANT TO INSTRUMENT No. 1050250
DATED: JUNE 15, 2001

N89°24'03"W 210.86'

227.24'

S00°00'00"E 15.00'

512.62'

64.21'

N89°24'03"W 739.86'
(R2) N89°23'59"W

ST.CLAIR ESTATES
DIVISION No. 5
INSTRUMENT No. 1137481

22 21 20 19 18 BLOCK 14

41 40 42

FIRST AMENDED PLAT OF
ST.CLAIR ESTATES DIVISION No. 7
INSTRUMENT No. 1195601

LEGEND

P.O.B.	POINT OF BEGINNING
IR	IRON ROD
— — —	SECTION LINE
———	LOT LINE
———	PLAT BOUNDARY
— — — —	EXISTING UTILITY EASEMENT AS NOTED
	PLACED 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
	PLACED 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
	FOUND 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 8795
	P.L.S.S. CORNER AS NOTED
(R1)	RECORD DATA PURSUANT TO ST. CLAIR ESTATES DIVISION NO. 13, INSTRUMENT NO. 1292351, DATED MARCH 5, 2008 AND ST CLAIR ESTATES DIVISION NO. 10, INSTRUMENT NO. 1084433, DATED JULY 25, 2002
(R2)	RECORD DATA PURSUANT FIRST AMENDED PLAT OF ST. CLAIR ESTATES DIVISION NO. 7, INSTRUMENT NO. 1195601, DATED AUGUST 12, 2005 AND ST CLAIR ESTATES DIVISION NO. 5, INSTRUMENT NO. 1137481, DATED DECEMBER 8, 2003
(R3)	RECORD DATA PURSUANT TO CHANTILLY ADDITION DIVISION NO. 2 INSTRUMENT NO. 1293585 DATED MARCH 17, 2008

N
W E
S

60' 30' 0 60'
SCALE: 1" = 60'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	5.17'	94.24'	3°08'41"	N89°01'29"E	5.17'
C2	10.83'	20.00'	31°02'02"	N73°53'02"W	10.70'
C3	185.16'	50.00'	212°10'48"	N15°32'35"E	96.08'

NOTES

1. A 15' FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
2. SEE SHEET 2 FOR EMERGENCY ACCESS EASEMENT BEARING AND DISTANCES.

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

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

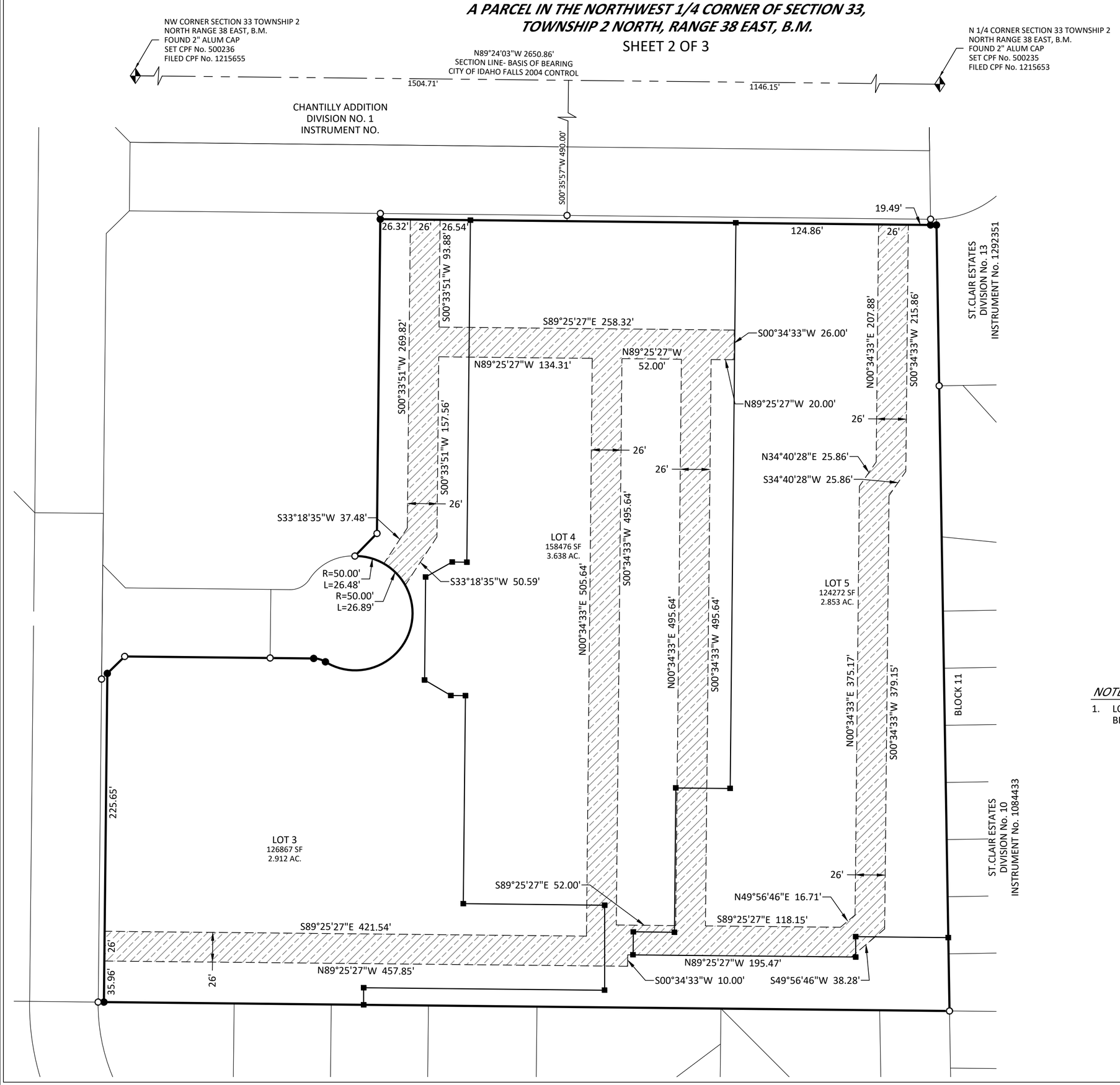
OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402
343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	R. JORDAN
APPROVED BY:	K. ROLAND
PROJECT NO.	22131
DATE:	February 13, 2023
CAD NAME:	X_22131 SPARROW HILL 1ST AMENDED FP.DWG

SPARROW HILL SUBDIVISION FIRST AMENDED

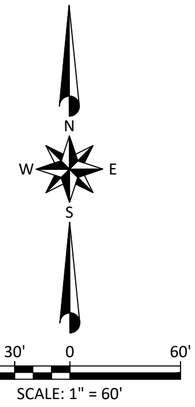
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF LOT 1 & LOT 2, BLOCK 1 OF SPARROW HILL SUBDIVISION
A PARCEL IN THE NORTHWEST 1/4 CORNER OF SECTION 33,
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

SHEET 2 OF 3



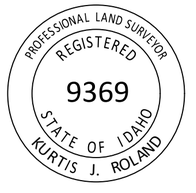
LEGEND

- SECTION LINE
- LOT LINE
- PLAT BOUNDARY
- EMERGENCY ACCESS EASEMENT (E.A.E.)
- PLACED 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- FOUND 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 8795
- P.L.S.S. CORNER AS NOTED



NOTES

1. LOT LINE BEARING AND DISTANCES NOT SHOWN FOR CLARITY. SEE SHEET 1 FOR LOT LINE BEARING AND DISTANCES.



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

OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402
343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	R. JORDAN
APPROVED BY:	K. ROLAND
PROJECT NO.	22131
DATE:	February 13, 2023
CAD NAME:	X_22131 SPARROW HILL 1ST AMENDED FP.DWG

SPARROW HILL SUBDIVISION FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF LOT 1 & LOT 2, BLOCK 1 OF SPARROW HILL SUBDIVISION
A PARCEL IN THE NORTHWEST 1/4 CORNER OF SECTION 33,
TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

SURVEYOR'S NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISSIONED BY TEXAS PROPERTY LONG TERM LLC, A TEXAS LIMITED LIABILITY COMPANY TO REPLAT LOT 1 AND 2, BLOCK 1, SPARROW HILL SUBDIVISION AS PURSUANT TO INSTRUMENT NUMBER 1702077 INTO A NEW PLAT KNOWN AS SPARROW HILL SUBDIVISION, FIRST AMENDED. FOUND MONUMENTS ARE FROM THE ORIGINAL BOUNDARY OF SPARROW HILL. PUBLIC UTILITY EASEMENTS INCLUDE ALL THE EXISTING EASEMENTS OF THE ORIGINAL PLAT. 2004 CITY OF IDAHO FALLS CONTROL WAS USED FOR THIS PLAT.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED TEXAS PROPERTY LONG TERM, LLC. A LIMITED LIABILITY COMPANY, TEXAS, 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 SPARROW HILL SUBDIVISION FIRST AMENDED, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE EMERGENCY ACCESS EASEMENT LABELED HEREON AS EAE, AND HEREAFTER REFERRED TO AS EAE.

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID EAE WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID EAE INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID EAE 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, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

TEXAS PROPERTY LONG TERM, LLC., A TEXAS LIMITED LIABILITY COMPANY

_____

JAMES STEPHEN RASMUSSEN, MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES STEPHEN RASMUSSEN, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY OF TEXAS PROPERTY LONG TERM, LLC., A TEXAS 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.

_____ RESIDING AT: _____

NOTARY PUBLIC FOR THE STATE OF _____ COMMISSION EXPIRATION DATE: _____

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS SPARROW HILL SUBDIVISION FIRST AMENDED, 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.

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

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 ROMRELL
P.L.S. No. 12223

BOUNDARY DESCRIPTION

LOT 1 AND 2, BLOCK 1, SPARROW HILLS, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO AS RECORDED IN SAID BONNEVILLE COUNTY RECORDS AS PURSUANT TO INSTRUMENT NUMBER 1702077.

CONTAINING 9.403 ACRES

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 _____ , 202__.

TEXAS PROPERTY LONG TERM, LLC., A TEXAS LIMITED LIABILITY COMPANY

_____

JAMES STEPHEN RASMUSSEN, MANAGING MEMBER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT SPARROW HILL SUBDIVISION FIRST AMENDED, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

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:

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202__.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
KENT J. FUGAL, PE 9247 KENNETH B. ROBERTS, PLS 9755

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

343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	R. JORDAN
APPROVED BY:	K. ROLAND
PROJECT NO.	22131
DATE:	February 13, 2023
CAD NAME:	X_22131 SPARROW HILL 1ST AMENDED FP.DWG

STAFF REPORT
FINAL PLAT
Sparrow Hill Subdivision First Amended
March 30, 2023

IDAHO FALLS
Community Development Services

Applicant: Eagle Rock Engineering

Project Manager: Naysha Foster

Location: Generally, north of Strawberry Pl, east of Merlin Ct, south of Madison Ave, west of Delaware Ave.

Size: 9.404 acres

Lots: 3
Buildable:3
Average Lot Size:
3.134 acres
Approx. 136,799 square ft

Existing Zoning:
Site: R3A
North: PB
South: R1
East: R1
West: PB

Existing Land Uses:
Site: Residential
North: Professional Business
South: Residential
East: Residential
West: Professional Business

Future Land Use Map:
General Urban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To approve the final plat for Sparrow Hill Subdivision First Amended.

History: This property was annexed in June of 2020 with an initial zoning of R3A, Residential Mixed Use. An approved plat from October 2021, consists of two lots. A site plan for multiple dwelling units (apartments) was approved in October of 2021. The final plat was recommended for approval by the Planning and Zoning Commission on November 1, 2022.

Staff Comments: The final plat is proposed to be amended from two lots to three lots. The proposed lots average approximately 3 acres in size. This property has an approved multi-family site plan that is currently under construction. The lots are intended to match the phasing construction of the project. Lot 4 has some irregular lot lines at the southwest corner. These match with the approved site plan and include some of the common areas for the project. The lot line between Lots 3 and 4 split the club house structure and future apartment building #4. This boundary line is not advised as would allow a property line to run through the middle of the building. Staff would recommend adjusting the lot line so the cub house and building #4 are on the same lot.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Zoning and Subdivision Ordinances. Staff and the Planning and Zoning Commission 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.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets

Subdivision Ordinance:
Section 10-1-9A
(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

Zoning Ordinance:
11-3-3: Purposes of Residential Zones

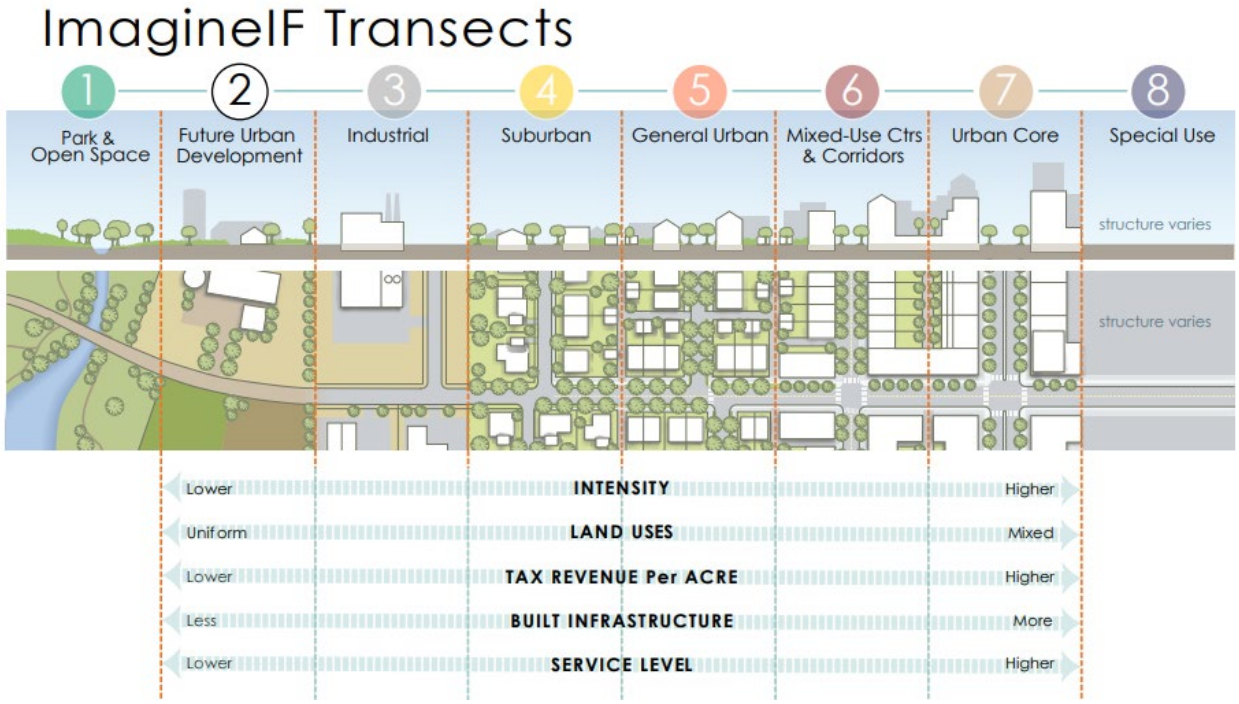
R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

Comprehensive Plan:





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

November 1, 2022 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Lindsey Romankiw, Arnold Cantu, George Morrison, Brent Dixon (via Webex.

MEMBERS ABSENT: Margaret Wimborne, Glen Ogden, Kristi Brower

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Naysha Foster, Caitlin Long and David Peterson; and interested citizens.

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

CHANGES TO AGENDA:

MINUTES: Morrison moved to accept the minutes of October 4, 2022, Cantu seconded the motion. The motion passed unanimously.

Business:

6. PLAT 22-030: FINAL PLAT. Sparrow Hill -1st Amended.

Applicant: Kurt Roland Eagle Rock Engineering, Idaho Falls, Idaho. Roland stated that Sparrow Hill was first approved over a year ago, and they are building phase 1 and they are asking for an amendment to subdivide it from existing 2 lots to 3 lots so they can build in phases and the bank is asking for it to be platted into phases for financing.

Foster presented the staff report, a part of the record. Foster showed where one of the buildings is cut in half, and she would recommend that the final plat be modified to meet the building layout for the club house and building 4 so that they are on the same lot.

Romankiw asked if the request is to have the west line of lot 4 to bump out and encompass the club house and then go back in. Foster sated that they should either do that or exclude the club house because the property line cuts through the existing building, so it needs to include or exclude the club house, so the lot line is not dissecting the building. Denney clarified that it is building 4.

Roland clarified that the reason they did it that way is the property line will go down a common wall line of the club house and the apartment, and they needed to get the green space per phase and meet the parking stalls for each phase, so they had to jog the property lines to make it work.

Dixon asked if the construction that is going on now is all on lot 3. Dixon asked if the club house has been built. Roland indicated it has not been built. Dixon asked when the club house will be built. Roland stated that the club house will be in phase 3 the final phase.

Dixon is concerned that a major amenity is in the last portion of the construction because they have had a case in the past where an apartment development similar to this on 1st Street behind Smiths had the club house as the last thing and it was never built and sold the land, and no club house was built. Dixon asked if the City has a mechanism to ensure that the amenity is built. Foster stated that there is not an amenity required and he can build it by right, but the site plan has been approved so they will hold them to the site plan.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Sparrow Hill 1st Amended, Romankiw seconded the motion. Denney called for roll call vote: Morrison, yes; Romankiw, yes; Cantu, yes; Dixon, yes; The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR SPARROW HILL SUBDIVISION FIRST AMENDED LOCATED GENERALLY NORTH OF STRAWBERRY PL, EAST OF MERLIN CT, SOUTH OF MADISON AVE, WEST OF DELAWARE AVE.

WHEREAS, the applicant filed an application for a final plat on September 6, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 1, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on March 30, 2023; 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 final plat of approximately 9.404 acres consisting of three lots located generally north of Strawberry Pl, east of Merlin Ct, south of Madison Ave, west of Delaware Ave.
3. The property is currently zoned R3A, Residential Mixed Use.
4. The final plat complies with the requirements of both the Subdivision and Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____ 2023

_____

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 23-105 **City Council Meeting**

FROM: Kerry Beutler, Interim Director
DATE: Friday, March 17, 2023
DEPARTMENT: Community Development Services

Subject
Final Plat Extension for East River Estates Division 1.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the extension for the Final Plat for East River Estates Division 1 (or take other action deemed appropriate).

Description, Background Information & Purpose
The City Council approved the final plat for East River Estates Division 1 at its August 11, 2022, meeting. The Subdivision Ordinance requires that the plat be provided to the city for recording within 6 months of Council approving the plat unless the Council provides an extension. The developer was considering lot line adjustments and they put the property up for sale. When the sale fell through, they decided to continue with the project. Nothing has changed with the plat layout and the staff continues to recommend approval of the plat as it meets all the minimum subdivision standards. The developer anticipates being able to provide the plat for recording in the near future but requests an extension to September 20, 2023 to allow them to complete the process.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact
NA

Legal Review

This application has been reviewed by the City Attorney's Office and is consistent with applicable law.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF EAST RIVER ESTATES DIVISION 1. GENERALLY LOCATED NORTH OF W 33RD N, EAST OF 5TH W, SOUTH OF PEVERO DR., WEST OF N 5TH 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 September 7, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on August 11, 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 4.20 acres parcel located generally north of W 33rd N, east of N 5th W, south of Pevero Dr., west of N 5th E.
3. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R1, Single Dwelling Unit Zone.
4. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

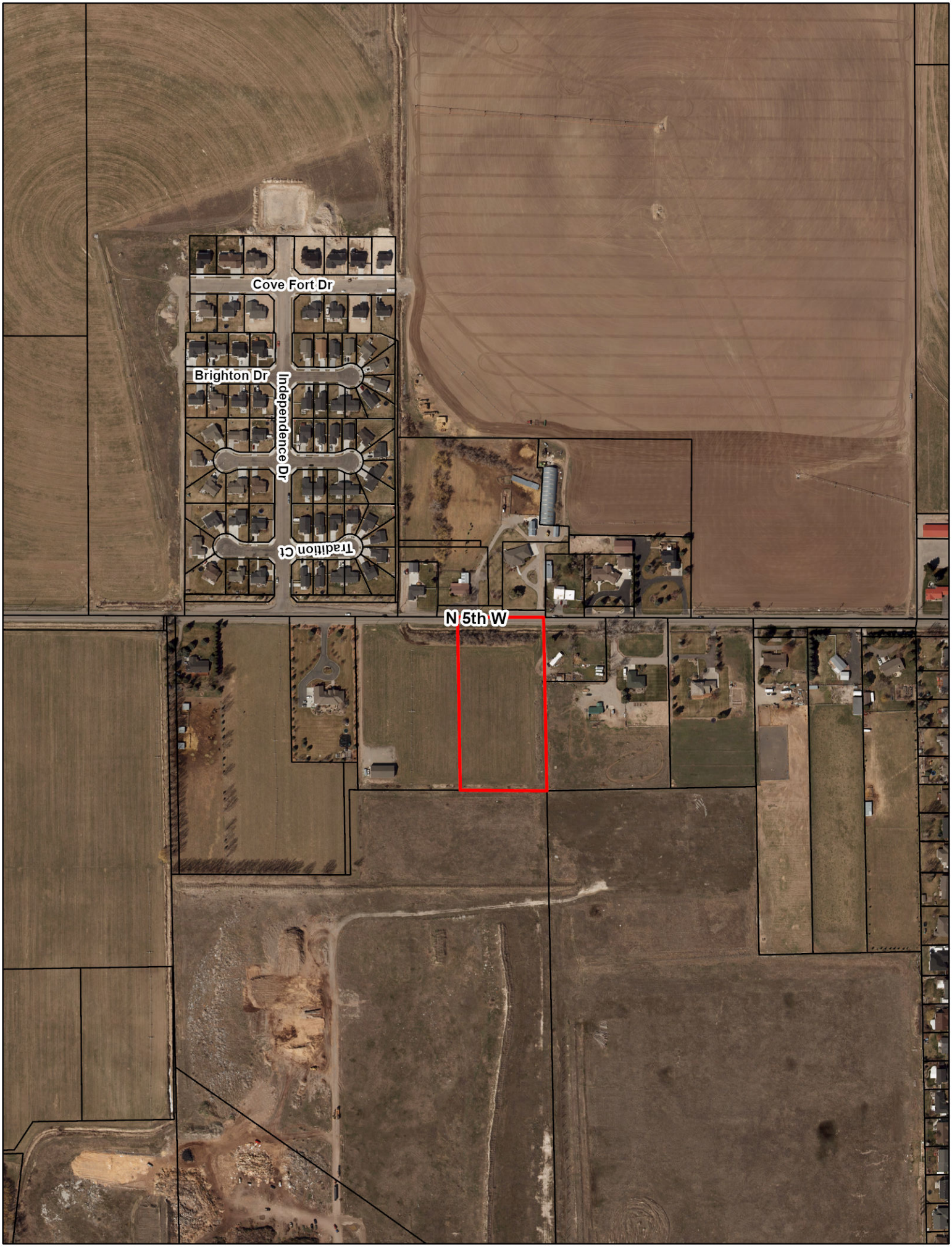
II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of East River Estates Division 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 11 DAY OF August, 2022

Rebecca L. Noah Casper, Mayor


Cove Fort Dr
Brighton Dr
Independence Dr
Tradition Ct
N 5th W

STAFF REPORT
FINAL PLAT
East River Estates Division 1,
August 11, 2022

IDAHO FALLS
Community Development Services

Applicant: Aspen Engineering

Project Manager: Naysha Foster

Location: north of W 33rd N, east of N 5th W, south of Pevero Dr., west of N 5th E.

Size: 4.2 acres

Lots: Buildable: 16
Average Lot Size:
0.30 acres (13,138 sq. ft.)

Net Density: 0.20 Units

Existing Zoning:
Site: R1
North: County A-1
South: County A-1
East: County, A-1
West: County A-1 & City R1

Existing Land Uses:
Site: Vacant
North: Residential
South: Residential
East: Residential
West: Gravel Pit

Future Land Use Map:
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 East River Estates Division 1.

History: This property was annexed in July of this year with initial zoning of R1, Single Dwelling Residential and the Airport Overlay Zone, Limited Development. The Limited Development overlay zone allows residential. The Planning and Zoning Commission unanimously voted to recommend approval on September 7, 2021.

Staff Comments: The plat includes 16 buildable lots. The R1 zone requires a minimum lot size of 7,000 square feet and a maximum lots size of 13,500 square feet. The average lots size is 8,363.52 square feet. The density in the R1 zone is 6 units per net acre. This density would allow 19 units, the developer is proposing 16 unit which is 0.20 units per net acre. A dedicated right of way will be accessed from 5th W. a Principle Arterial. Curb, gutter and sidewalk will be improved along 5th W.

The block measures approximately 604.96 feet. The block does not exceed the max length of 1,300 feet, nor is it less than the minimum length of 400. The street is 382.31 feet in length before the cul-de-sac which is under the maximum of 400 feet for a dead-end street. The street right of way and cul-de-sac radius met minimum standards in the Subdivision Ordinance.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and consistent with the development standards of the R1 Zone. Staff, as well as the Planning & Zoning Commission recommend approval of the plat.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	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.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	New Local Street

Section 10-1-9A
(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

Zoning Ordinance:
11-3-3: Purpose of Residential Zones, (C) R1 Single Dwelling Residential
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 somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal use in the R1 shall be single detached and attached dwelling units. The 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	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

Comprehensive Plan Policies:
Residential development should reflect the economic and social diversity of Idaho Falls. New and existing development should foster inclusiveness and connectivity through mixed housing types and sizes. Neighborhood connections through paths, parks, open spaces, and streets. (p 40.)
Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

SYMBOL LEGEND

PRO.	EXIST.	DESCRIPTION
BK CB 49.00	+49.00	PROPOSED/EXISTING ELEVATION
		PROPOSED/EXISTING FIRE HYDRANT
		PROPOSED/EXISTING VALVE
		PROPOSED/EXISTING PLUG
		PROPOSED/EXISTING MANHOLE
		PROPOSED/EXISTING STORM DRAIN INLET
		PROPOSED/EXISTING POWER POLE
		PROPOSED/EXISTING CURB AND GUTTER
		PROPOSED/EXISTING WALK

LINETYPE	DESCRIPTION
W	PRESSURE LINE (WATER LINE)
SS	PIPE FLOW LINE (SANITARY AND STORM)
OP	OVERHEAD POWER LINE
E	UNDERGROUND PVC POWER CONDUIT
	EXISTING SERVICE LINE
W	PROPOSED SERVICE LINE
	Section Line
	Subdivision Boundary
	Lot Line
	Road Centerline
	Public Utility Easement (Width as Noted)
	Canal Right-Of-Way (Width as Noted)
	Existing Easement as Noted
	CANAL EDGES
	EXISTING CANAL
	STORM POND EASEMENT
X	FENCE

Basis of Bearing
Record of Survey by Ellsworth Engineering, PLLC. Having Inst. No. 1626781

Vertical Datum
City of Idaho Falls Benchmark Number 830 Being a 1" Steel Rod
El.=4725.64 (NAVD 88)

Project Benchmark
Point Number 8
1/2" Iron Rod with Plastic Cap
PLS 10944
El.=4729.85

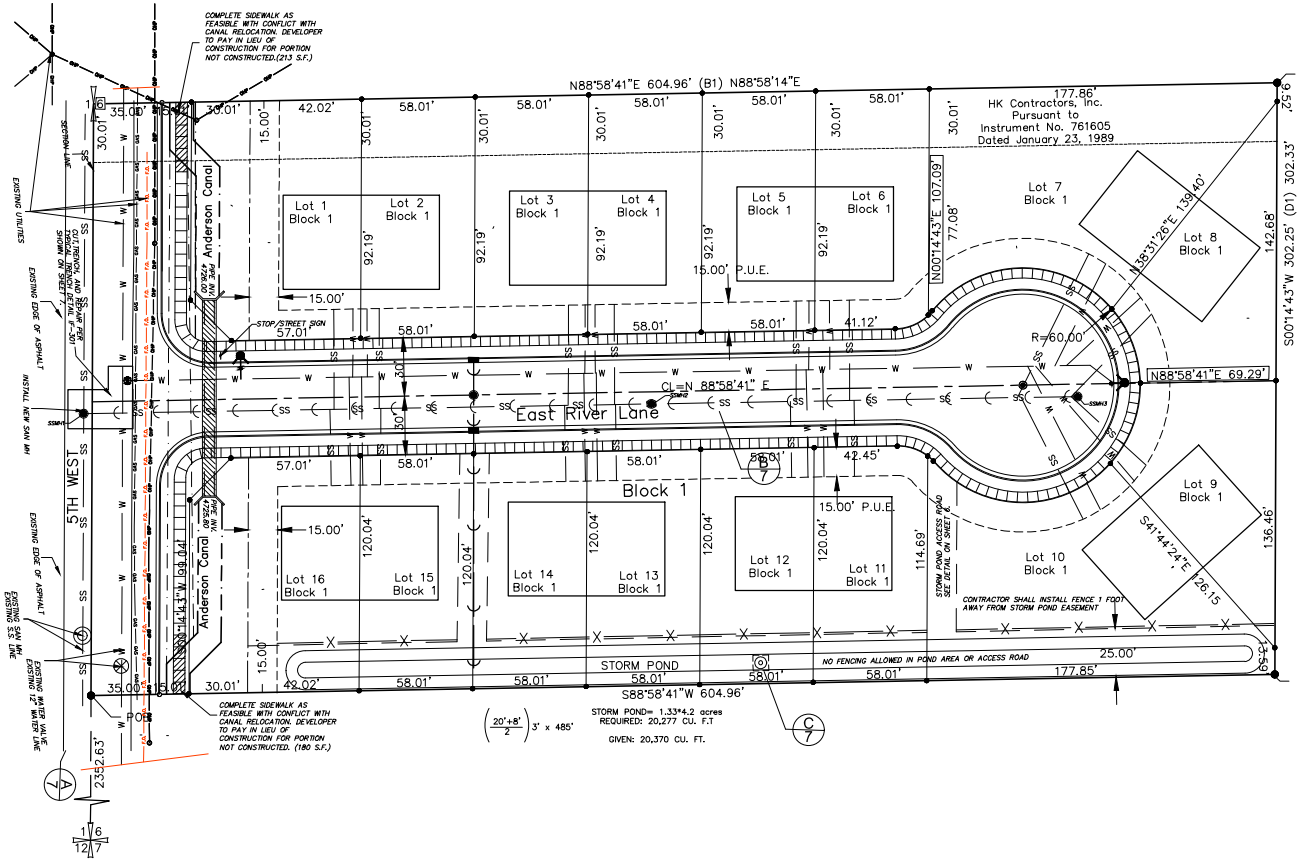
The existing Anderson Canal will be moved to the West side of Lots 1 and 16 as shown by the easement hereon.

LANDSCAPING BETWEEN CURB AND SIDEWALK ON BOTH 5TH WEST AND EAST RIVER LANE SHALL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS UNLESS A HOMEOWNER'S ASSOCIATION (HOA) IS ESTABLISHED AND THEN THE MAINTENANCE SHALL BE AS AGREED BETWEEN THE PROPERTY OWNERS AND THE (HOA).

CITY OF IDAHO FALLS APPROVAL
Revision 10/2018

Approved _____ Date _____
City of Idaho Falls

Digitally signed by Kent Fugal
Date: 2022.09.23 13:05:53 -06'00'





SCALE: 1"= 30
(SCALE FOR 24"x36" PRINTS ONLY)

PROFESSIONAL ENGINEER REGISTERED 8712 07/25/22 STATE OF IDAHO J. RYAN LOFTUS

Aspen Engineering, Inc.
743 S. Capital Avenue
Idaho Falls, Idaho 83402
Phone (208) 542-1911

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DAVID KUHN
GENERAL IMPROVEMENTS
IDAHO FALLS IDAHO

GENERAL LAYOUT

JOB NO.	2020.048
DATE	MAY 2022
DRAWN BY	JRL
CHECKED BY	JRL
REVISIONS	DATE

SHEET NO. 2 of 8

3B-383

Memorandum

File #: 23-106 **City Council Meeting**

FROM: Kerry Beutler, Interim Director
DATE: Friday, March 17, 2023
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Black Feather Apartments

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Black Feather Apartments 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 Black Feather Apartments 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 Black Feather Apartments 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 Black Feather Apaprtments. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey,

and Parks and Rec.

Fiscal Impact
NA

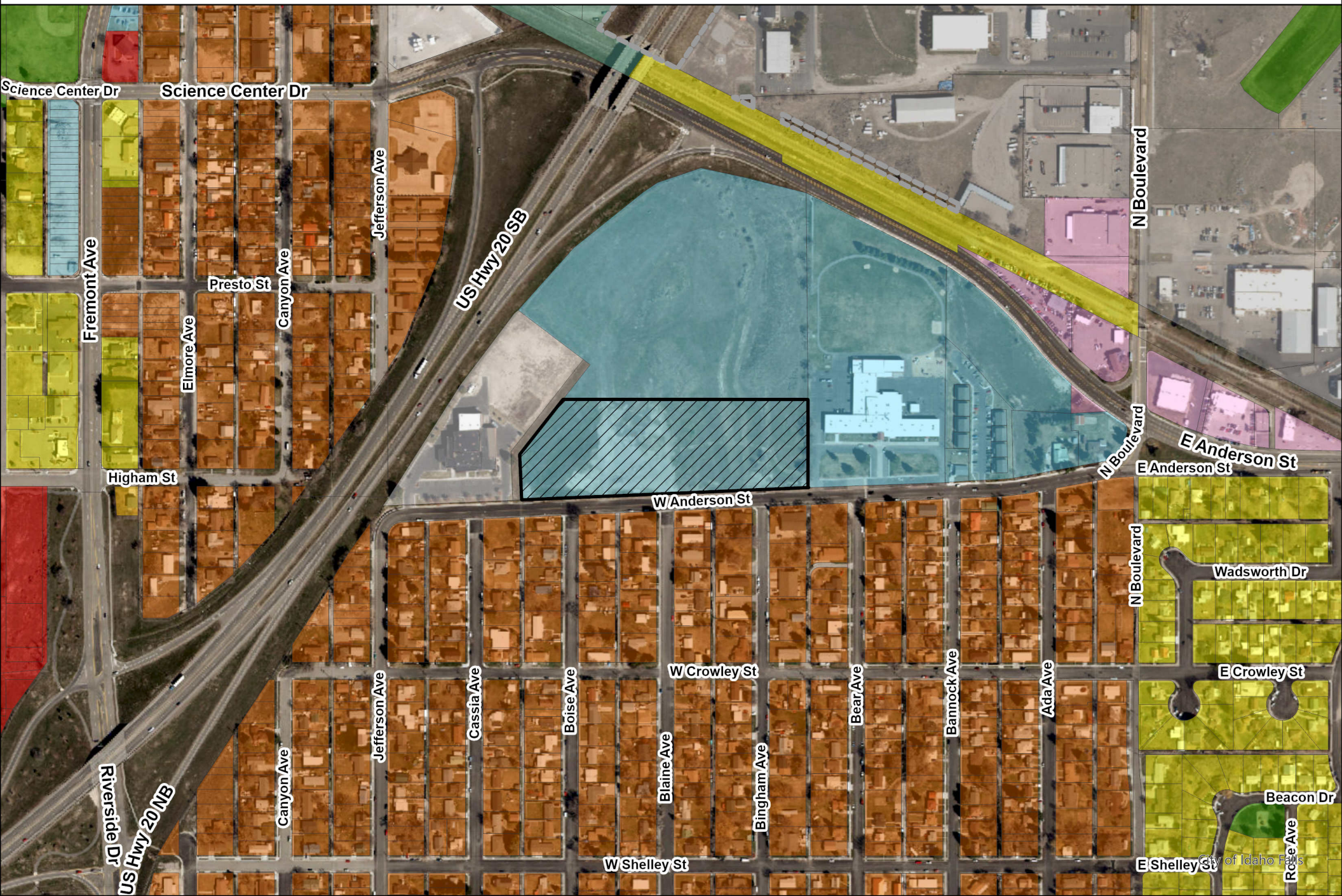
Legal Review
This application has been reviewed by the City Attorney's Office and is consistent with applicable law.

Zoning

PLAT22-029

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

PLAT22-029



BLACK FEATHER APARTMENTS

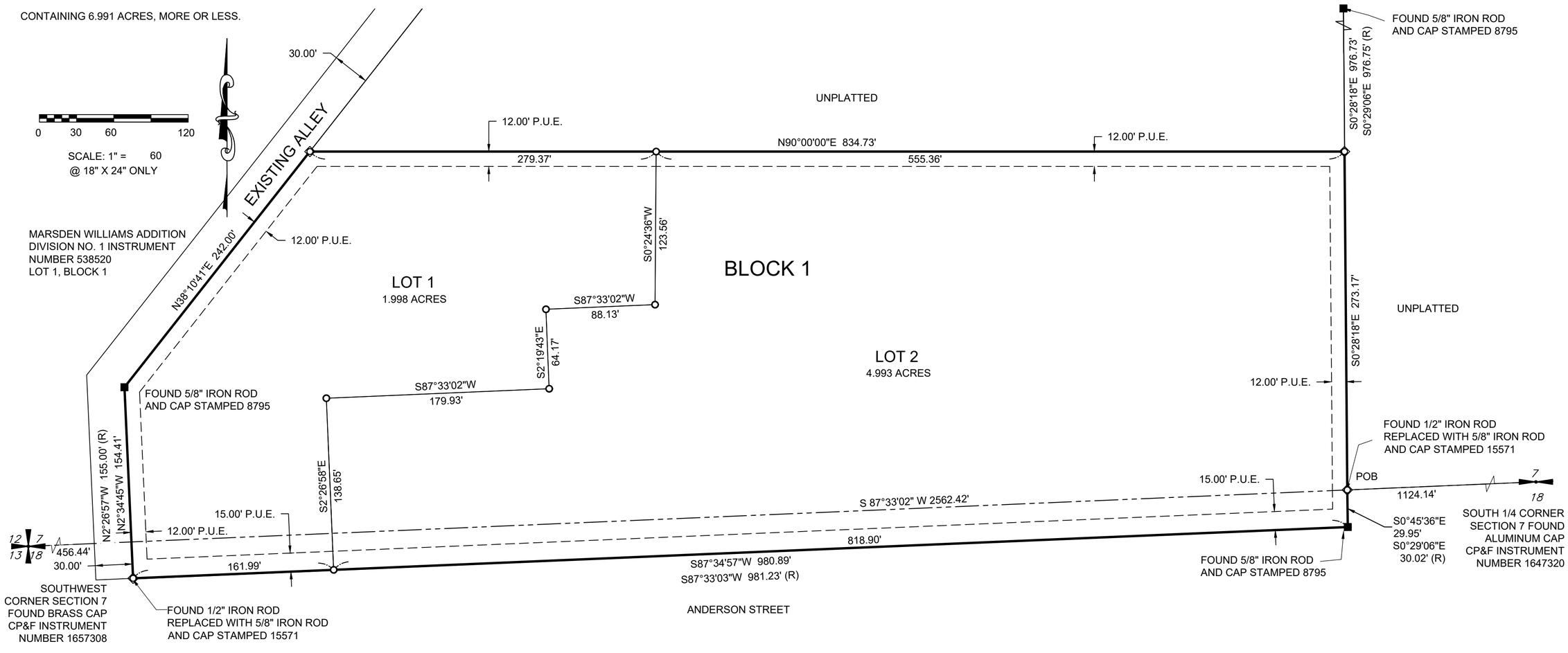
A SUBDIVISION OF THE CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO
PART OF THE SW 1/4 OF
SECTION 7 AND THE NW 1/4 OF
SECTION 18, T. 2 N., R. 38 E.B.M.

BOUNDARY DESCRIPTION:

PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 7 AND THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 18 TOWNSHIP 2 NORTH, RANGE 38 E.B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7, THENCE, S87°33'02"W 1124.14 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING ; THENCE S00°45'36"E 29.95 FEET TO THE NORTH RIGHT-WAY LINE OF ANDERSON STREET; THENCE S 87°34'57"W 980.89 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTH EAST CORNER OF MARSDEN WILLIAMS ADDITION INSTRUMENT NUMBER 538520; THENCE ALONG THE EAST LINE OF SAID MARSDEN WILLIAMS ADDITION THE FOLLOWING TWO (2) COURSES; 1) THENCE N02°34'45"W 154.41 FEET; 2) THENCE N38°10'41"E 242.00 FEET; THENCE N90°00'00"E 834.73 FEET: THENCE S00°28'18"E 273.17 TO THE POINT OF BEGINNING.

CONTAINING 6.991 ACRES, MORE OR LESS.



LEGEND

- PLSS Section Corner Control
- Placed 5/8" X 24" Iron rod with cap marked P.L.S. 15571
- Placed 1/2" X 24" Iron rod with cap marked P.L.S. 15571
- Found 5/8" Iron Rod as Noted
- Found 1/2" Iron Rod
- SECTION CONTROL LINE
- Public Utility Easement (P.U.E.)
- (R) Record Bearing and Distance Instrument Number 1122279
- POB Point Of Beginning

SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A SUBDIVISION PLAT WITH 1 BLOCK AND 2 LOTS FROM DEED INSTRUMENT NUMBER 1611183. THE BOUNDARY WAS ESTABLISHED USING FOUND MONUMENTS ALONG THE BOUNDARY OF NAUVOO VILLAGE DIVISION NO. 1 A VACATED SUBDIVISION.

BASIS OF BEARINGS

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

SURVEYORS CERTIFICATE

I, Clint M. Jolley, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of the survey completed under my supervision.

PROFESSIONAL LAND SURVEYOR REGISTERED 15571 STATE OF IDAHO CLINT M. JOLLEY

PRELIMINARY

Clint M. Jolley License No. 15571 Date

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
RLR	HLE	CMJ
JOB NO:	2022-578	
DATE:	November 17, 2022	

REVISIONS	DATE

SUBDIVISION PLAT
BLACK FEATHER APARTMENTS
SEC. 7, T. 2 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 2 SHEETS

Z:\Projects\00-2022 Projects\22-578 Blake Jumper- Blacktail West LLC Subd\3-CAD\DWG\22-578 BLKTAIL WEST PLAT.dwg

BLACK FEATHER APARTMENTS

A SUBDIVISION OF THE CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO
PART OF THE SW 1/4 OF
SECTION 7 AND THE NW 1/4 OF
SECTION 18, T. 2 N., R. 38 E.B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT BLACK FEATHER APARTMENTS, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

DATE:__/__/____

_____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS 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.

FLOOD PLAIN DESIGNATION

ZONE C, PER COMMUNITY-PANEL NUMBER 160027 0065 C
WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1981

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____, 20___.

CENTURY INVESTORS LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
GARY A CLARK- MANAGER

PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE

THE OWNERS DO HEREBY CERTIFY THAT THE REQUIREMENTS OF I.C. §50-1306A(5) HAVE BEEN COMPLIED WITH IN ORDER TO VACATE PORTIONS OF THE FOLLOWING EASEMENTOF RECORD WITHIN THE PLAT BOUNDARY:

1.) TO REDUCE THE PORTION OF THE 25' PUBLIC UTILITY EASEMENT (P.U.E.) GRANTED BY *NAUVOO VILLAGE DIVISION 1* SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER *1122279*, DATED: *07/28/2003 TO A 15' PUBLIC UTILITY EASEMENT (P.U.E.).*

THE VACATED EASEMENT LISTED HAVE BEEN REMOVED FROM THIS DRAWING. ALL OTHER EXISTING EASEMENTS SHOWN HEREON ARE STILL ACTIVE AND VALID.

UPON APPROVAL BY THE CITY OF IDAHO FALLS, EXECUTION AND RECORDING OF THIS DOCUMENT, THE PORTIONS OF SAID EASEMENT SHALL BE VACATED WITHOUT FURTHER FUNCTION OF LAW.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO SUBSCRIBED THEIR SEAL AND SIGNATURE THIS_____ DAY OF_____202

CENTURY INVESTORS LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
GARY A CLARK- MANAGER

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, CENTURY INVESTORS, LLC., AN IDAHO LIMITED LIABILITY COMPANY IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS BLACK FEATHER APARTMENTS, 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 OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

CENTURY INVESTORS LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
GARY A CLARK- MANAGER

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____DAY OF _____, 20_____.

_____
MAYOR

_____
CITY CLERK

_____
CITY ENGINEER
KENT J. FUGAL, PE 9247

_____
CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY A CLARK - MANAGER OF CENTURY INVESTORS, 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 IS AUTHORIZED TO EXECUTE 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: _____

COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

DATE:_____ _____
BONNEVILLE COUNTY SURVEYOR DAVID DOUGLAS ROMRELL, PLS 12223

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS.

BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS BLACK FEATHER APARTMENTS, 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.

PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M. JOLLEY

PRELIMINARY

P.L.S. 15571_____

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
JR	HLE	CJ
JOB NO:	2022-578	
DATE:	November 17, 2022	
REVISIONS		DATE

SUBDIVISION PLAT
BLACK FEATHER APARTMENTS
SEC. 7, T. 2 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 2 OF 2 SHEETS

Z:\Projects\00-2022 Projects\22-578 Blake Jumper- Blacktail West LLC Subd\3-CAD\DWG\22-578 BLKTAIL WEST PLAT.dwg

STAFF REPORT
FINAL PLAT22-029
BLACK FEATHER APARTMENTS
March 30, 2022

IDAHO FALLS
Community Development Services

Applicant:
HLE, Inc.

Project Manager:
Brian J Stevens

Location: Generally, north of W Anderson St, east of US Hwy 20, south of Science Center Dr, west of N Boulevard

Size: 7 acres

Lots: 2
Buildable:2

Existing Zoning:
Site: R3A
North: R3A
South: TN
East: R3A
West: LM, TN

Existing Land Uses:
Site: Vacant
North: Vacant
South: Residential
East: School
West: Warehouse, US20

Future Land Use Map:
Urban Core

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 to the Mayor and City Council.

History: This property was annexed into the City in 1983. It was platted as Nauvoo Village Division No. 1 in 2002. The Plat was then vacated in 2019. It has set as fallow ground since 2019.

Staff Comments: This final plat consists of 7 acres. There are 2 lots, with 2 being buildable. These two lots are consistent with the R3A Zone. This plat does not contain any new public right of ways, but rather does have common access easements that allow for development to the north in the future.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets

Subdivision Ordinance:
Section 10-1-9A
(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

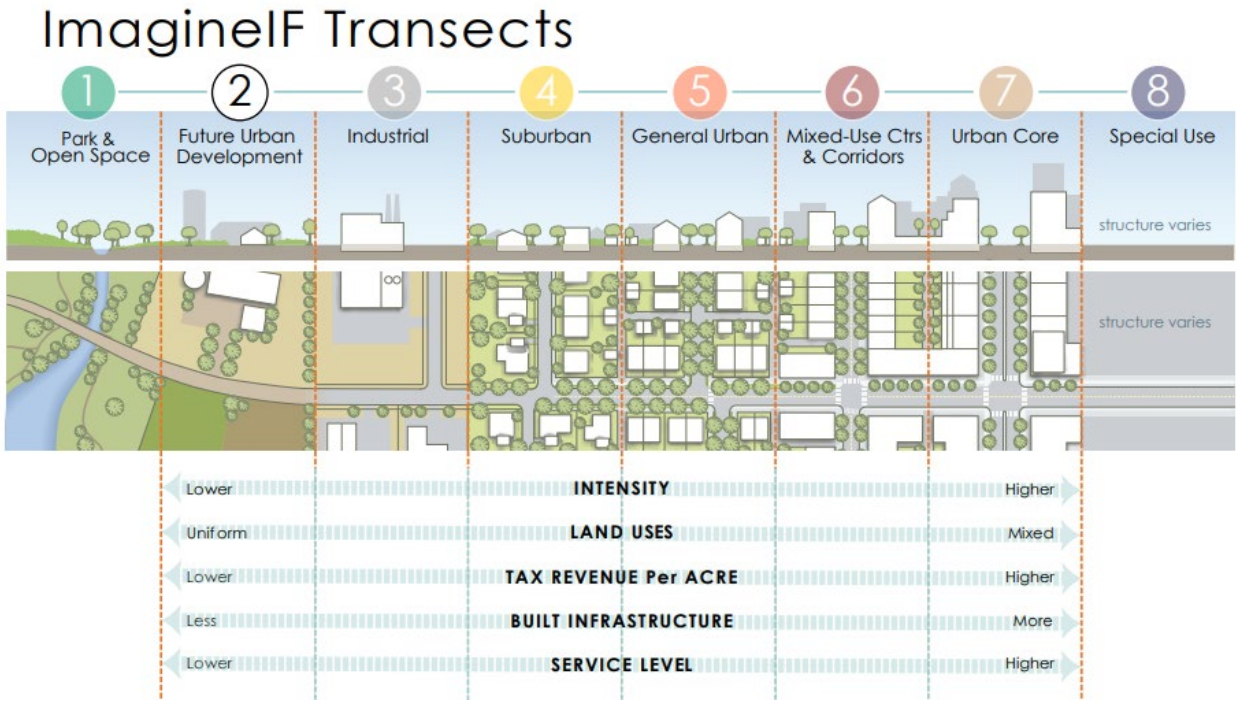
Zoning Ordinance:
11-3-3: Purposes of Residential Zones
(G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in

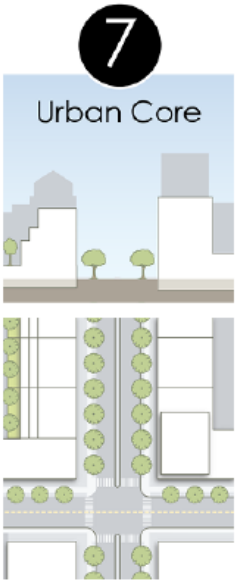
11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

Comprehensive Plan:





7. **Urban Core**

Snapshot: The Urban Core Transect denotes the central area which functions as the City core and areas within or in close proximity to Downtown and South Downtown. The Urban Core also includes legacy residential subdivisions platted in a traditional grid pattern. These subdivisions tend to be characterized by taller structures, mixed-use buildings, pedestrian-oriented movement of people, commercial and entertainment enterprises. All housing types, civic buildings, town squares and transit stations are typical, but vary between neighborhoods.

Local examples: Downtown, Original Townsite, Highland Park Addition, Crows Addition, Brodbecks Addition, Riverside Addition

September 6, 2022 7:00 p.m. Planning Department

City Annex Building

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

MEMBERS ABSENT: Arnold Cantu

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

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

CHANGES TO AGENDA: None.

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

Business:

9. PLAT 22-029: FINAL PLAT for Black Feather Apartments.

Applicant: Gilmore Jenkins, HLE, 101 S. Park Ave., Suite 210, Idaho Falls, Idaho. Jenkins presented a 2-lot plat and both lots are buildable with cross access easements through both lots providing access to the development to the north that is unplatted. Jenkins stated that this property is north of Anderson, next to Bush Elementary.

Dixon asked if there is a platted road on the west side of the property. Jenkins doesn't believe there is a platted road. Dixon is concerned with the cross access in the northwest corner as it goes into the adjoining property. Jenkins stated that there is a master plan that will address that concern and will be accounted for with the plans for the remainder of the lot in the future. Dixon asked if the area has lava. Jenkins stated that this area has a lot of lava, and the owner is aware of the lava, and is aware of the challenges for getting sewer off of this lot. Jenkins stated that their intent is to blast as needed and build up where required to fill in the low areas. Jenkins stated that sewer is available to the south in the neighborhood. Jenkins stated that the depth allows for this area to be served without a lift station, but to go further north, they will be required to look into a private lift station. Dixon confirmed that the same owner owns the rest of the R3A that is not school. Jenkins agreed with ownership.

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

Dixon asked how close the off ramp is to the portion of east Anderson on the northeast corner of the area. Dixon asked if that will be restricted, and no access points will be allowed. Stevens stated that this area is being studied as one of 2 options for the I15 Highway 20 connector and that entire area could be consumed by an off/on ramp situation. Dixon confirmed that the access will come from the south via the cross-access agreement.

Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Black Feather Apartments, as presented, Wimborne seconded the motion. Denney called for roll call vote: Wimborne, yes; Romankiw, yes; Ogden, yes; Dixon, yes; Brower, yes; Morrison, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR BLACK FEATHER APARTMENTS, LOCATED GENERALLY, NORTH OF W ANDERSON ST, EAST OF US HWY 20, SOUTH OF SCIENCE CENTER DR, WEST OF N BOULEVARD.

WHEREAS, the applicant filed an application for a final plat on August 1, 2022; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on March 30, 2023; 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 final plat is approximately 7-acre parcel located generally, north of W Anderson St, east of US Hwy 20, south of Science Center Dr, west of N Boulevard.
3. The property is currently zoned R3A, Residential Mixed-Use Zone.
4. The final plat consists of two buildable lot.
5. The final plat complies with the requirements of both the Subdivision and Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____ 2023

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
BLACK FEATHER APARTMENTS

This DEVELOPMENT AGREEMENT BLACK FEATHER APARTMENTS ("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 CENTURY INVESTORS, LLC., a limited liability company, ("DEVELOPER"), whose mailing address is 6101 Country Club Drive, Pocatello, Idaho 83201.

W I T N E S S E T H:

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

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

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

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

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

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

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

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

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

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

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

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

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

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

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

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

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

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

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

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

timely performance of the work governed by such permits.

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

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

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

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by

construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

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

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

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

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

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat

for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

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

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

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

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

20. Recording and Recording Fees. CITY may record this AGREEMENT with the

Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

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

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

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

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Jasmine Marroquin, Deputy City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

CENTURY INVESTORS, LLC.

By _____
Gary A. Clark

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 Bannock)

On this 3rd day of January, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Gary A. Clark, known or identified to me to be an authorized signator of CENTURY INVESTORS, 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.

JULIE MYERS
COMMISION NO. 38552
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISION EXPIRES: 09/08/2026

Julie Myers
Notary Public of Idaho
Residing at: Pocatello, Idaho
My Commission Expires: 9-8-2026
Comm #38552

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

BLACK FEATHER APARTMENTS

PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 7 AND THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 18 TOWNSHIP 2 NORTH, RANGE 38 E.B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7, THENCE, S87°33'02"W 1124.14 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING ; THENCE S00°45'36"E 29.95 FEET TO THE NORTH RIGHT-WAY LINE OF ANDERSON STREET; THENCE S 87°34'57"W 980.89 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTH EAST CORNER OF MARSDEN WILLIAMS ADDITION INSTRUMENT NUMBER 538520; THENCE ALONG THE EAST LINE OF SAID MARSDEN WILLIAMS ADDITION THE FOLLOWING TWO (2) COURSES; 1) THENCE N02°34'45"W 154.41 FEET; 2) THENCE N38°10'41"E 242.00 FEET; THENCE N90°00'00"E 834.73 FEET: THENCE S00°28'18"E 273.17 TO THE POINT OF BEGINNING.

CONTAINING 6.991 ACRES, MORE OR LESS.

EXHIBIT "B"
SPECIAL CONDITIONS

BLACK FEATHER APARTMENTS

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 Anderson Street. Access to Anderson Street shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

S.C. 3.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER following annexation.

S.C. 4.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the legal and financial responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 5.00 Water Line Connection in Anderson Street. CITY agrees to allow DEVELOPER to connect to the water main located in Anderson Street, subject to DEVELOPER's payment of the water main connection fees in the amount of Forty-Three Thousand Sixty-Five Dollars and Ninety Cents ($43,065.90; 981 ft currently at $43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of Idaho Falls City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S.C. 6.00 Sewer Main Connection Fee Anderson Street. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Twenty-Five Thousand Two Hundred Eleven Dollars and Seventy Cents ($25,211.70; 981feet; currently at $25.70 per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

S.C. 7.00 Prior Agreement. The Parties agree that this AGREEMENT replaces and supplants the previous Developer Agreement, Nauvoo Village Subdivision Division #1, executed between the Parties on July 12, 2002, and recorded with the Bonneville County Recorder (1083476) on July 15, 2002. By executing this AGREEMENT, the Parties rescind the July 12, 2002 Development Agreement for Nauvoo Village Subdivision Division #1 in its entirety and replace the obligations, duties, and benefits conferred by the July 12, 2002, Development Agreement for Nauvoo Village Subdivision Division #1 with the obligations, duties, and benefits contained within this AGREEMENT.

Memorandum

File #: 23-115 **City Council Meeting**

FROM: Kerry Beutler, Interim Director; on behalf of the Idaho Falls Redevelopment Agency
DATE: Wednesday, March 22, 2023
DEPARTMENT: Community Development Services

Subject
Legislative Hearing for Consideration of an Ordinance approving the Anderson Bush Urban Renewal District

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance approving the Anderson Bush Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for consideration is the ordinance approving the Anderson Bush Urban Renewal District. The ordinance includes four exhibits:

1. The resolution of the Planning and Zoning Commission for the City of Idaho Falls, Idaho, validating conformity of the Urban Renewal Plan for the Anderson Bush Urban Renewal Project with the City of Idaho Falls' Comprehensive Plan.
2. The notice of hearing published in the Post Register.
3. The Urban Renewal Plan for the Anderson Bush Urban Renewal Project including all associated attachments.
4. Ordinance summary for publication.

Required notification and summary of the plan has been provided to the appropriate taxing entities. The plan included with the ordinance contains an outline of potential projects which may be completed with tax incrementing financing (TIF) funds and a financial feasibility study demonstrating that the expected tax revenues can cover the costs of the projects. Approval of the ordinance is the final step in the creation of the district, which will allow for TIF to be used to incentive and assist redevelopment of the area. The Idaho Falls Redevelopment Agency (FRA) board approved the plan by resolution at its January 19, 2023, meeting. This is anticipated to be a 20-year plan, the maximum allowed by State Statute.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☒ ☐ ☒ ☐

The policies in the plan are consistent with many of the city's goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
NA

Fiscal Impact
NA

Legal Review
The City Attorney's Office has reviewed the ordinance to ensure it is in accordance with applicable law.

PC Resolution No. 03-2023

CITY OF IDAHO FALLS

BY THE PLANNING COMMISSION

RESOLUTION OF THE PLANNING COMMISSION FOR THE CITY OF IDAHO FALLS, IDAHO, VALIDATING CONFORMITY OF THE URBAN RENEWAL PLAN FOR THE ANDERSON BUSH URBAN RENEWAL PROJECT WITH THE CITY OF IDAHO FALLS' COMPREHENSIVE PLAN

WHEREAS, the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (hereinafter "Agency"), the duly constituted and authorized urban renewal agency of the City of Idaho Falls, Idaho (the "City"), has submitted the proposed Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Plan") to the City; and

WHEREAS, the Mayor and the Idaho Falls City Council referred the Plan to the City Planning Commission for review and recommendations concerning the conformity of said Plan with the City's Comprehensive Plan, Imagine IF, A Plan to Move Idaho Falls Forward Together, as amended (the "Comprehensive Plan"); and

WHEREAS, the staff of the City Planning Commission has reviewed said Plan and has determined that it is in all respects in conformity with the Comprehensive Plan; and

WHEREAS, on February 7, 2023, the City Planning Commission met to consider whether the Plan conforms with the Comprehensive Plan as required by Idaho Code § 50-2008(b); and

WHEREAS, the City Planning Commission has reviewed said Plan in view of the Comprehensive Plan; and

WHEREAS, the City Planning Commission has determined that the Plan is in all respects in conformity with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION FOR THE CITY OF IDAHO FALLS, IDAHO:

Section 1. That the Plan, submitted by the Agency and referred to this Commission by the Mayor and City Council for review, is in all respects in conformity with the City's Comprehensive Plan.

Section 2. That **Exhibit A**, outlining the findings supporting the determination that the Plan is in conformity with the City's Comprehensive Plan, is hereby adopted and incorporated as part of this Resolution.

Section 3. That the Chair of the Planning Commission is hereby authorized and directed to provide the Mayor and City Council with a signed copy of this Resolution relating to said Plan.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Planning Commission of the City of Falls, Idaho, this 7th day of February 2023.

APPROVED:	**ATTEST:**
~~Margaret Wimborne~~, Chair Glen B Ogden, Vice Chair Planning Commission	Planning Director, Planning Commission

4884-3806-4718, v. 1

NOTICE OF SPECIAL MEETING AND PUBLIC HEARING
BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO,
TO CONSIDER THE URBAN RENEWAL PLAN FOR THE
ANDERSON BUSH URBAN RENEWAL PROJECT
OF THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO, ALSO
KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY

NOTICE IS HEREBY GIVEN that on Thursday, March 30, 2023, at 7:30 p.m. in the City Council Chambers, City Annex Building, 680 Park Avenue, Idaho Falls, Idaho, the City Council of the city of Idaho Falls, Idaho (the "City") will hold, during its special meeting, a public hearing to consider for adoption the proposed Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Plan"), of the Urban Renewal Agency of the City of Idaho Falls, Idaho, also knows as the Idaho Falls Redevelopment Agency ("Agency"). The urban renewal and revenue allocation area boundary is coterminous and is hereinafter described. The Plan proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended. The Plan being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended, that will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2023, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the Plan. The City Council will also consider the first reading of an ordinance to adopt the Plan at the meeting on March 30, 2023. Additional readings may follow consistent with the City's ordinance approval process.

The general scope and objectives of the Plan are:

a. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state, and local regulations for storm water discharge and to support private development;

b. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

c. Excavation and removal of basalt representing a significant impediment to development, including excavation and removal as a function of trenching for certain public utilities, particularly sewer system improvements; remediation of existing site conditions representing a significant impediment to development including structural fill as needed to address the unsuitable topography due to a significant slope;

d. The engineering, design, installation, construction, and/or reconstruction of streets and streetscapes, including but not limited to improvements to Anderson Street; improvements creating connectivity between Science Center Drive and Anderson Street, and related pedestrian facilities, curb and gutter, intersection improvements, and traffic signals (if necessary);

e. The engineering, design, installation and/or construction of new local, collector and arterial rights-of way including the establishment of internal street networks to support connectivity within the Project Area, particularly to the northern portion of the Project Area, as well as connectivity with the broader community;

f. The engineering, design, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water capacity improvements, water storage upgrades, sewer system improvements and upgrades, including extension of the sewer collection system, sewer capacity improvements, lift station and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities. To the extent construction of utilities outside of the Project Area are identified, such improvements are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

g. Removal, burying, or relocation of overhead utilities; removal or relocation of underground utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; undergrounding or piping of laterals; addition of fiber optic lines or other communication systems; public parking facilities, and other public improvements, including but not limited to, fire protection systems, roadways, curbs, gutters, and streetscapes, particularly on Anderson Street near A.H. Bush Elementary School, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between the curb and right-of-way line; and other public improvements, including public open spaces that may be deemed appropriate by the Board;

h. The acquisition of real property for public right-of-way improvements, public parks, pedestrian facilities, pathways, and trails and to encourage development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers;

i. The acquisition of real property for utility undergrounding and streetscape improvements to create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers and for qualified developments, including economic development;

j. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;

k. The demolition or removal of certain buildings and/or improvements for public rights-of-way, pedestrian facilities, utility undergrounding and streetscape improvements to encourage and enhance transportation and mobility options,

decrease underutilized parcels, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions;

l. The management of any property acquired by and under the ownership and control of the Agency;

m. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;

n. The provision of financial and other assistance to encourage a mix of uses in the Project Area consistent with the Comprehensive Plan;

o. The rehabilitation of structures and improvements by present owners, their successors, and the Agency;

p. The preparation and assembly of adequate sites for the development and construction of facilities for use consistent with the Comprehensive Plan;

q. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines as needed to support implementation of this Plan;

r. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

s. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;

t. The provision for relocation assistance to displaced Project Area occupants, as required by law, or within the discretion of the Agency Board for displaced businesses; and

u. Other related improvements to those set forth above as further set forth in Attachment 5.

Any such land uses as described in the Plan will be in conformance with zoning for the City and the City's Comprehensive Plan, Imagine IF, A Plan to Move Idaho Falls Forward Together, as amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Plan identifies various public and private improvements which may be

made within the Project Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is generally described as follows:

> An area within the City consisting of approximately 48 acres in size, generally located immediately east of Highway 20, west of North Boulevard, south of Science Center Drive, and north of Anderson Street.

The Project Area is more particularly described as follows:

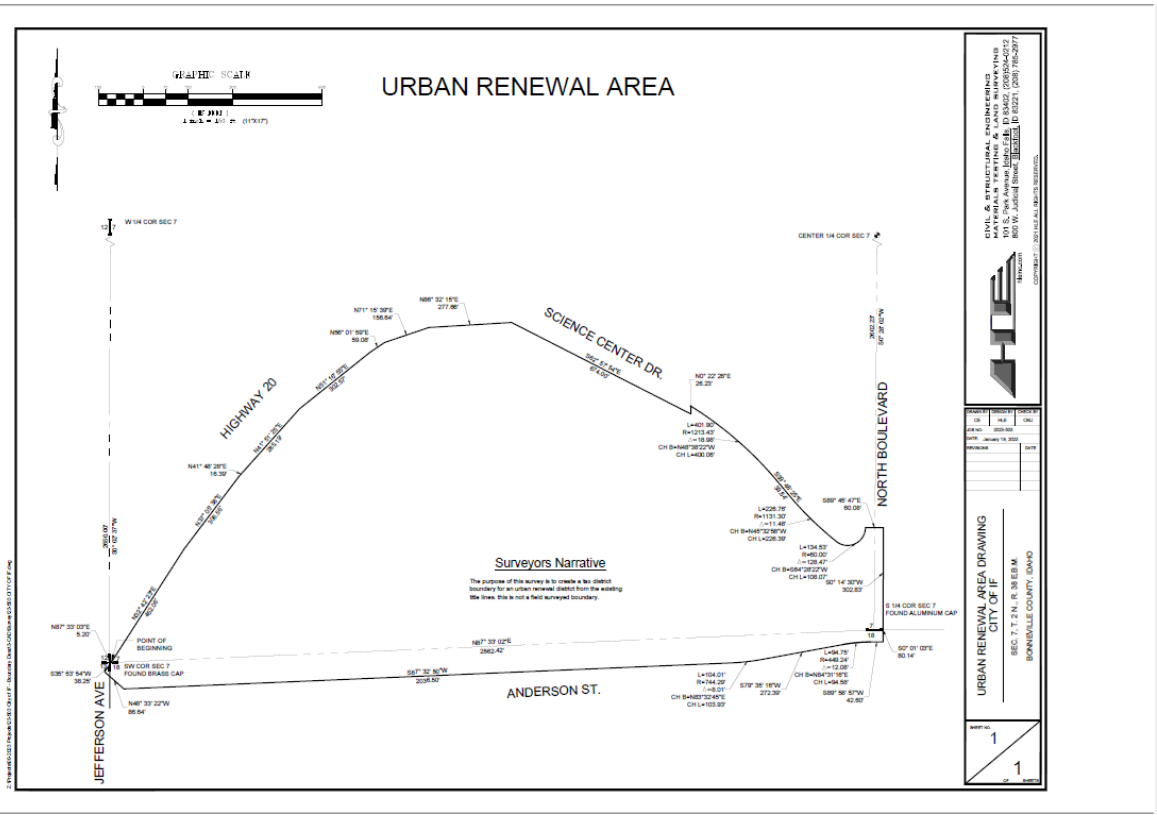
PART OF THE SW ¼ OF SECTION 7 AND NW ¼ OF SECTION 18, TOWNSHIP 2 N., RANGE 38 E. BOISE MERIDIAN, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW ¼ CORNER OF SECTION 7; THENCE N 87° 33’ 02” E 5.20 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT OF WAY OF HIGHWAY 20 THE FOLLOWING SEVEN (7) COURSES (1) N 32° 42' 23" E 452.06 FEET; THENCE (2) N 37° 05' 38" E 306.56 FEET; THENCE (3) N 41° 48' 28" E 16.39 FEET; THENCE (4) N 41° 51' 25" E 285.19 FEET; THENCE (5) N 51° 16' 55" E 302.57 FEET; THENCE (6) N 56° 01' 59" E 59.08 FEET; THENCE (7) N 71° 15' 39" E 156.64 FEET; THENCE N 86° 32' 15" E 277.66 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES (1) S 62° 57' 54" E 674.00 FEET; (2) N 00° 22' 28" E 26.23 FEET TO A NON-TANGENT CURVE; THENCE ALONG THE SOUTHERN RIGHT OF WAY OF SCIENCE CENTER DRIVE THE FOLLOWING THREE (3) COURSES THENCE (1) EASTERLY 401.90 FEET ALONG SAID CURVE TO THE RIGHT CURVE DATA= DELTA: 18° 58' 36.08", RADIUS: 1213.43 FEET, CHORD BEARING S 48° 38' 22" E 400.06 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE (2) S 39° 48' 25" E 39.64 FEET TO THE BEGINNING OF A CURVE; THENCE (3) EASTERLY 226.76 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 11° 29' 05.00", RADIUS: 1131.30 FEET, CHORD BEARING S 45° 32' 57" E 226.39 FEET TO A NON-TANGENT CURVE; THENCE EASTERLY 134.53 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 128° 28' 17.00", RADIUS: 60.00 FEET, CHORD BEARING N 64° 28' 22" E 108.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE STARTING ON THE WESTERN RIGHT OF WAY OF NORTH BOULEVARD; THENCE S 89° 45' 47" E 60.08 FEET TO THE EASTERN RIGHT OF WAY OF NORTH BOULEVARD ; THENCE S 00° 14' 30" W 302.83 FEET ALONG SAID RIGHT OF WAY; THENCE S 00° 01' 03" E 80.14 FEET TO THE SOTHERN RIGHT OF WAY OF ANDERSON STREET; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX (6) COURSES (1) S 89° 58' 57" W 42.60 FEET TO A NON-TANGENT CURVE; THENCE (2) NORTHERLY 94.75 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 12° 05' 04.85", RADIUS: 449.24 FEET, CHORD BEARING S 84° 31' 16" W 94.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE (3) S 79° 35' 16" W 272.39 FEET TO A NON-TANGENT CURVE; THENCE (4) SOUTHERLY 104.01 FEET ALONG SAID CURVE TO THE RIGHT

CURVE DATA= DELTA: 08° 00' 25.17", RADIUS: 744.29 FEET, CHORD BEARING S 83° 32' 45" W 103.93 FEET; THENCE (5) S 87° 32' 50" W 2036.50 FEET; THENCE (6) N 48° 33' 22" W 86.64 FEET; THENCE N 35° 53' 54" E 38.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.903 ACRES MORE OR LESS

The Project Area is also depicted in the map below.



Copies of the proposed Plan are on file for public inspection and copying at the office of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho, 83405 between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, exclusive of holidays. The Plan can also be accessed online at https://www.idahofallsidaho.gov/419/Idaho-Falls-Redevelopment-Agency. For additional assistance in obtaining a copy of the Plan in the event of business office interruptions, contact the office of the City Clerk at 208-612-8414.

At the hearing date, time, and place noted above (March 30, 2023, at 7:30 p.m.), all persons interested in the above matters may appear and be heard. Written testimony is encouraged. Written testimony must be submitted at least five days prior to the hearing. Oral testimony may be limited to three minutes per person. Additional information regarding attending the meeting and submitting written testimony can be obtained by calling 208-612-8414 or by email IFClerk@idahofallsidaho.gov.

Idaho Falls City Annex Building is accessible to persons with disabilities. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assistance by contacting the City twenty-four (24) hours prior to the hearing.

DATED: February 17, 2023.

Corrin Wilde, City Clerk

Publication date: February 24, March 15, 2023.

4857-6321-4926, v. 1

URBAN RENEWAL PLAN FOR THE ANDERSON BUSH URBAN RENEWAL PROJECT

THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO

Ordinance No. _____
Adopted _____
Effective _____

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Attachments

Attachment 1	Boundary Map of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Private Properties Which May be Acquired by the Agency
Attachment 4	Map Depicting Expected Land Use and Current Zoning Map of the Project Area
Attachment 5	Economic Feasibility Study

100 INTRODUCTION

This is the Urban Renewal Plan (the "Plan") for the Anderson Bush Urban Renewal Project (the "Project") in the city of Idaho Falls (the "City"), state of Idaho. Attachments 1 through 5 attached hereto (collectively, the "Plan Attachments") are incorporated herein and shall be considered a part of this Plan.

The term "Project" is used herein to describe the overall activities defined in this Plan and conforms to the statutory definition of an urban renewal project. Reference is specifically made to Idaho Code §§ 50-2018(10) and 50-2903(13) for the various activities contemplated by the term "Project." Such activities include both private and public development of property within the urban renewal area. The Anderson Bush Project Area is also referred to as the "Project Area" or the "Revenue Allocation Area."

This Plan was prepared by the Board of Commissioners (the "Agency Board") of the Urban Renewal Agency of the City of Idaho Falls (the "Agency"), its consultants, and staff, and reviewed and recommended by the Agency pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), and all applicable local laws and ordinances.

Idaho Code § 50-2905 identifies what information the Plan must include with specificity as follows:

(1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality.

(2) A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area.

(3) An economic feasibility study.

(4) A detailed list of estimated project costs.

(5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area.

(6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;

(7) A termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar

year following the last year of the revenue allocation provision described in the urban renewal plan.

(8) A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets.

This Plan includes the above information with specificity.

The proposed development and redevelopment of the Project Area as described in this Plan conforms to the Idaho Falls Comprehensive Plan, *Imagine IF*, (the "Comprehensive Plan"), adopted by the Idaho Falls City Council (the "City Council") on February 24, 2022. The Agency intends to rely heavily on any applicable City zoning and design standards which may cover all or part of the Project Area.

This Plan is subject to the Plan modification limitations and reporting requirements set forth in Idaho Code § 50-2903A. Subject to limited exceptions as set forth in Idaho Code § 50-2903A, if this Plan is modified by City Council ordinance, then the base value for the year immediately following the year in which modification occurs shall include the current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream from this Project Area.

A modification shall not be deemed to occur when "[t]here is a plan amendment to make technical or ministerial changes to a plan that does not involve an increase in the use of revenues allocated to the agency." Idaho Code § 50-2903A(1)(a)(i). Annual adjustments as more specifically set forth in the Agency's annual budget will be required to account for more/less estimated revenue and project timing, including prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not modifications under Idaho Code § 50-2903A.

Further, a modification shall not be deemed to occur when "[t]here is a plan amendment to support growth of an existing commercial or industrial project in an existing revenue allocation area, subject to the provisions of section 50-2905A, Idaho Code." Idaho Code § 50-2903A(1)(a)(iv). The Project includes the development and/or redevelopment of commercial projects.

This Plan provides the Agency with powers, duties, and obligations to implement and further the program generally formulated in this Plan for the development, redevelopment, rehabilitation, and revitalization of the area within the boundaries of the Project Area. The Agency retains all powers allowed by the Law and Act. This Plan presents a process and a basic framework within which plan implementation, including contracts, agreements and ancillary documents will be presented and by which tools are provided to the Agency to fashion, develop, and proceed with plan implementation. The Plan has balanced the need for flexibility over the twenty (20)-year timeframe of the Plan to implement the improvements identified in Attachment

5, with the need for specificity as required by Idaho Code § 50-2905. The Plan narrative addresses the required elements of a plan set forth in Idaho Code § 50-2905(1), (5), (7) and (8). Attachment 5, together with the Plan narrative, meet the specificity requirement for the required plan elements set forth in Idaho Code § 50-2905(1)-(6), recognizing that actual Agency expenditures are prioritized each fiscal year during the required annual budgeting process.

Allowed projects are those activities which comply with the Law and the Act and meet the overall objectives of this Plan. The public-private relationship is crucial in the successful development and redevelopment of the Project Area. Typically, the public will fund enhanced public improvements like utilities, streets, and sidewalks which, in turn, create an attractive setting for adjacent private investment. In this case, pursuant to the City's zoning and Future Land Use Map, development within the Project Area will be focused on higher density residential development, with a focus on attracting affordable housing and infill redevelopment projects.

The purpose of the Law and Act will be attained through the implementation of the Plan. The master goals of this Plan are:

a. To support the planning, design, and construction of public infrastructure and improvements to support higher density residential development opportunities;

b. The planning, design and construction of certain public improvements, including roadway improvements to provide access from Anderson Street to the northern portion of the Project Area; roadway improvements to support an internal street network to support circulation within the Project Area and connectivity to the broader community; improvements to Anderson Street, including access improvements and intersection improvements, including signalization; installation of curbs, gutters and streetscapes, which for purposes of this Plan, the term "streetscapes" includes sidewalks, lighting, landscaping, benches, bike racks, wayfinding, public art and similar amenities between the curb and right of way line; sewer system improvements, including installation and/or supporting infrastructure for a new lift station; utility trenching for public utilities; and rock excavation and removal, and structural fill, for site preparation;

c. The replanning, redesign, and development of undeveloped or underdeveloped areas which are stagnant or improperly utilized because of limited traffic access, underserved utilities, large lot size and other site conditions;

d. The strengthening of the economic base of the Project Area and the community by the installation of needed public improvements to stimulate new private development providing for mixed and affordable housing opportunities.

e. The provision of adequate land for open space, street rights-of-way and pedestrian rights-of-way, including pathways;

f. The establishment of an internal street network as well as the reconstruction and improvement of street corridors to allow traffic flows to move through the Project Area along with the accompanying utility connections throughout the Project Area;

g. The provision of public service utilities, which may be sited outside of the Project Area, but are necessary to the development of the Project Area, such as water system improvements, sewer system improvements, gas and electrical system improvements and improvements to storm drainage facilities;

h. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

i. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located;

j. The acquisition of real property to support development and/or redevelopment initiatives consistent with the Law and Act; and

k. The funding of necessary public infrastructure to accommodate both public and private development.

101 General Procedures of the Agency

The Agency is a public body, corporate and politic, as defined and described under the Law and the Act. Under the law, the Agency is governed by the Idaho open meeting law; the Public Records Act; the Ethics in Government Act of 2015, Chapters 1, 2 and 4 of Title 74, Idaho Code; reporting requirements pursuant to Idaho Code §§ 67-450B, 67-1076, 50-2903A and 50-2913; and the competitive bidding requirements under Chapter 28, Title 67, Idaho Code, as well as other procurement or other public improvement delivery methods. The Agency is also governed by its bylaws as authorized by the Law and adopted by the Agency.

Subject to limited exceptions, the Agency shall conduct all meetings in open session and allow meaningful public input as mandated by the issue considered or by any statutory or regulatory provision.

The Agency may adopt separate policy statements. Any modification to any policy statement is a technical or ministerial adjustment and is not a modification to this Plan under Idaho Code § 50-2903A.

102 Provisions Necessary to Meet State and Local Requirements: Conformance with Idaho Code Sections 50-2008 and 50-2906

Idaho law requires that the City Council, by resolution, must determine a geographic area be a deteriorated area or a deteriorating area, or a combination thereof, and designate such area as appropriate for an urban renewal project prior to preparation of an urban renewal plan. A consultant was retained to study a proposed project area (the "Study Area") and prepare an eligibility report. The Anderson Bush Eligibility Study, dated August 2022 (the "Report"), was submitted to the Agency. The Agency accepted the Report by Agency Resolution No. 2022-05 on August 25, 2022, and thereafter submitted the Report to the City Council for its consideration.

The Study Area was deemed by the City Council to be a deteriorating area and/or a deteriorated area and therefore eligible for an urban renewal project by adoption of Resolution No. 2022-31 on September 22, 2022. With the adoption of Resolution No.2022-31, the City Council declared the Study Area described in the Report to be a deteriorated area and/or a deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan.

Under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years. The Study Area did not include parcels subject to such consent.

The Plan was prepared and submitted to the Agency for its review and approval. The Agency approved the Plan by the adoption of Agency Resolution No. 2023-01 on January 19, 2023, and submitted the Plan to the City Council with its recommendation for adoption.

In accordance with the Law, this Plan was submitted to the Planning Commission of the City. After consideration of the Plan, the Commission, by resolution, reported to the City Council that this Plan is in conformity with the City's Comprehensive Plan.

Pursuant to the Law and Act, the City Council having published due notice thereof, a public hearing was held on this Plan. Notice of the hearing was duly published in *Post Register*, a newspaper having general circulation in the City. The City Council adopted this Plan on _____ __, _____, by Ordinance No. _____.

103 History and Current Conditions of the Area

This Project Area includes an estimated 48 acres. The Project Area is generally located immediately east of Highway 20, west of North Boulevard, south of Science Center Drive, and north of Anderson Street. The Project Area is located entirely within the City limits and is within a developed portion of the City.

As set forth in the Report, the Project Area includes a mix of uses, including the A.H. Bush Elementary School located in the central portion of the Project Area; the LDS food distribution center located on the westernmost parcel; residential and/or multi-family residential lots; and a 20-acre vacant parcel to the immediate west of the elementary school. Approximately fifty-six percent of the Project Area is vacant or underutilized. The area to the north of the Project Area and north of Science Center Drive is developed including commercial and industrial land uses. The areas to the south of the Project Area are primarily occupied by single-family residential uses.

Development has bypassed the Project Area. Since 2005, more than one development proposal for multi-family housing in the Project Area has been submitted to the Idaho Falls planning department; however, significant, and expensive impediments to development exist resulting in the failure to finalize development plans, including, but not limited to widespread basalt at or near the surface; challenging topography, including a significant ground slope to roughly 15 to 20 feet below elevation in the southeastern portion of the Project Area; limited vehicular access along Science Center Drive impacting access to the northern portion of the Project Area; lack of an internal street system; and the shallow sewer system. The Report cites a number of deteriorating conditions, as outlined in the Law and the Act, existing within the Project Area, including the predominance of defective or inadequate street layout; faulty lot layout in relationship to size, adequacy, accessibility, or usefulness/obsolete platting; insanitary or unsafe conditions; outmoded street patterns; unsuitable topography; age or obsolescence; need for correlation of the area streets with other areas of the municipality; conditions which retard development of the area; economic disuse or underdeveloped property; and the foregoing conditions substantially impairs or arrests the sound growth of the municipality. Current infrastructure within the Project Area is not of a nature to support the higher density residential uses identified in the Future Land Use Map and the City's Comprehensive Plan. As a result, development potential within the Project Area is currently restricted and would not occur in the foreseeable future without tools to support the City's planning goals. The Project Area is in need of utility trenching for the installation of public utilities and to support a needed sewer lift station, as well as other public utility improvements. There is also a strong need for roadway improvements, particularly on Anderson Street, including sidewalk and streetscape improvements, as well as the construction of an internal street network.. In addition, remediation to the ground and soil conditions are necessary to facilitate development. At this time, the Project Area lacks the public infrastructure necessary to properly serve the proposed uses and the economic development goals as contemplated by the City's Comprehensive Plan.

The Plan proposes installation and improvements to public infrastructure and other publicly owned assets throughout the Project Area, as more specifically set forth in Attachment 5, including but not limited to: planning, design, and construction of improvements to streets, streetscapes, and pedestrian/bike facilities, and/or the construction of new internal street networks, and other public facilities, including but not limited to the installation, expansion of, or improvements to, sewer and water facilities, fiber optic facilities, electric facilities, storm drainage facilities and other similar public infrastructure improvements as necessary creating the framework for the development of mixed residential projects with higher densities with an emphasis on supporting affordable housing projects consistent with the City's Comprehensive

Plan. The City has seen several waves of accelerated residential growth and increased housing costs. Providing a supply of affordable housing supports a Comprehensive Plan goal.

A significant portion of the Project Area is underdeveloped and/or vacant and is not being used to its highest and best use due to the existence of significant impediments to development. The conditions outlined above have resulted in economic underdevelopment of the Project Area and have substantially impaired or arrested the sound growth of the City, constituted an economic and social liability and are a menace to the public health, safety, morals or welfare in its present condition and use.

The preparation and approval of an urban renewal plan, including a revenue allocation financing provision, gives the City additional resources to solve the public infrastructure and development impediment issues in this area. Revenue allocation financing should help to improve the situation. In effect, property taxes generated by new developments within the Project Area may be used by the Agency to finance a variety of needed public improvements and facilities.

It is highly unlikely, particularly based on prior development attempts in this area, that individual developers will take on the prohibitive costs of constructing the necessary infrastructure in the Project Area without the ability of revenue allocation to help offset at least some of these significant capital infrastructure costs. But for urban renewal and revenue allocation financing, the proposed public improvements to support revitalization and new developments supporting a mix of uses, including higher density, multi-family affordable housing within the Project Area would not occur.

104 Purpose of Activities

Attachment 5 includes the public improvements and projects list identifying with specificity the proposed public improvements and projects contemplated in the Project Area. The description of activities, public improvements/projects, and the estimated costs of those items are intended to create an outside limit of the Agency's activity. Due to the inherent difficulty in projecting future levy rates, future taxable value, and the future costs of construction, the Agency reserves the right to:

a. change funding amounts from one Project to another.

b. Re-prioritize the Project described in this Plan and the Plan Attachments.

c. Retain flexibility in funding the various activities in order to best meet the Plan and the needs of the Project Area.

d. Retain flexibility in determining whether to use the Agency's funds or funds generated by other sources.

e. Alter the location of proposed improvements set forth in Attachment 5 to support development when it occurs. The information included in Attachment 5 is based

on information obtained from property owners and City staff, however, it is difficult to project with any certainty where the improvements will be sited until any future projects submit plans to the City for design review and permitting.

The Agency intends to discuss and negotiate with any owner or developer of the parcels within the Project Area seeking Agency assistance during the duration of the Plan and Project Area. During such negotiation, the Agency will determine the eligibility of the activities sought for Agency funding, the amount the Agency may fund by way of percentage or other criteria including the need for such assistance. The Agency will also take into account the amount of revenue allocation proceeds estimated to be generated from the developer's activities. The Agency also reserves the right to establish, by way of policy, its funding percentage or participation, which would apply to all developers and owners and may prioritize the projects or types of projects as development occurs.

Throughout this Plan, there are references to Agency activities, Agency funding, and the acquisition, development, and contribution of public improvements. Such references do not necessarily constitute a full, final, and formal commitment by the Agency but, rather, grant to the Agency the discretion to participate as stated subject to achieving the objectives of this Plan and provided such activity is deemed eligible under the Law and the Act. The activities listed in Attachment 5 will be determined or prioritized as the overall Project Area develops and through the annual budget setting process.

The activities listed in Attachment 5 are not prioritized but are anticipated to be completed as determined by development and available funds. As required by the Law and Act, the Agency will adopt more specific budgets annually. The projected timing of funding is primarily a function of market conditions and the availability of financial resources but is also strategic, considering the timing of private development partnership opportunities and the ability of certain strategic activities to stimulate development at given points in time within the planned duration of the urban renewal district and revenue allocation area.

The Study (Attachment 5) has described a list of public improvements and other related activities in the list of projects with an estimated cost in 2022 dollars of approximately $2,480,000. This amount does not take into account inflationary factors, such as increasing construction costs, which would increase that figure depending on when the owner, developer and/or Agency is able to develop, construct or initiate those activities. The Study has concluded the capacity of revenue allocation funds through the term of the Plan based on the assumed development projects and assessed value increases will likely generate an estimated $3,040,236 in revenue allocation proceeds. The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts predicted in the event higher increases in assessed values occur during the term of the Plan for the improvements and activities identified in Attachment 5. Additionally, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified in any of the project lists.

105 Open Land Criteria

The Project Area contains vacant and underutilized open land requiring the area meet the conditions set forth in Idaho Code § 50-2008(d). These conditions include defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout, all of which are included in one form or another in the definitions of deteriorated area or deteriorating area set forth in Idaho Code §§ 50-2018(8), (9) and 50-2903(8). The issues listed only in Idaho Code § 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."
Such areas also qualify if any of the issues listed only in Idaho Code § 50-2008(d)(4)(2) apply. The predominance of defective or inadequate street layout; faulty lot layout in relationship to size, adequacy, accessibility, or usefulness/obsolete platting; insanitary or unsafe conditions; outmoded street patterns; unsuitable topography; age or obsolescence; need for correlation of the area streets with other areas of the municipality; conditions which retard development of the area; and economic disuse or underdeveloped property are all conditions which delay or impair development of the open land areas and satisfy the open land conditions as more fully supported by the Anderson Bush Eligibility Study, prepared by Renee R. Magee, AICP, dated August 2022.

This Plan does not anticipate Agency acquisition of property within the Project Area; however, should the Agency determine the need to acquire property as further set forth in Attachment 3, then the open land areas qualify for Agency acquisition and development.

200 DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area and the Revenue Allocation Area are shown on the Boundary Map of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 1 and incorporated herein by reference, and are described in the Legal Description of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 2 and incorporated herein by reference. For purposes of boundary descriptions and use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way or other natural boundary unless otherwise stated.

300 PROPOSED REDEVELOPMENT ACTIONS

301 General

The Agency proposes to eliminate and prevent the spread of deteriorating conditions and deterioration in the Project Area by employing a strategy to improve and develop public and private lands, to increase connectivity, and to grow the economy in the Project Area. Implementation of the strategy includes, but is not limited to the following actions:

a. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state, and local regulations for storm water discharge and to support private development;

b. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

c. Excavation and removal of basalt representing a significant impediment to development, including excavation and removal as a function of trenching for certain public utilities, particularly sewer system improvements; remediation of existing site conditions representing a significant impediment to development including structural fill as needed to address the unsuitable topography due to a significant slope;

d. The engineering, design, installation, construction, and/or reconstruction of streets and streetscapes, including but not limited to improvements to Anderson Street; improvements creating connectivity between Science Center Drive and Anderson Street, and related pedestrian facilities, curb and gutter, intersection improvements, and traffic signals (if necessary);

e. The engineering, design, installation and/or construction of new local, collector and arterial rights-of way including the establishment of internal street networks to support connectivity within the Project Area, particularly to the northern portion of the Project Area, as well as connectivity with the broader community;

f. The engineering, design, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water capacity improvements, water storage upgrades, sewer system improvements and upgrades, including extension of the sewer collection system, sewer capacity improvements, lift station and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities. To the extent construction of utilities outside of the Project Area are identified, such improvements are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

g. Removal, burying, or relocation of overhead utilities; removal or relocation of underground utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; undergrounding or piping of laterals; addition of fiber optic lines or other communication systems; public parking facilities, and other public improvements, including but not limited to, fire protection systems, roadways, curbs, gutters, and streetscapes, particularly on Anderson Street near A.H. Bush Elementary School, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between the curb and right-of-way line; and other public improvements, including public open spaces that may be deemed appropriate by the Board;

h. The acquisition of real property for public right-of-way improvements, public parks, pedestrian facilities, pathways, and trails and to encourage development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers;

i. The acquisition of real property for utility undergrounding and streetscape improvements to create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers and for qualified developments, including economic development;

j. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;

k. The demolition or removal of certain buildings and/or improvements for public rights-of-way, pedestrian facilities, utility undergrounding and streetscape improvements to encourage and enhance transportation and mobility options, decrease underutilized parcels, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions;

l. The management of any property acquired by and under the ownership and control of the Agency;

m. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;

n. The provision of financial and other assistance to encourage a mix of uses in the Project Area consistent with the Comprehensive Plan;

o. The rehabilitation of structures and improvements by present owners, their successors, and the Agency;

p. The preparation and assembly of adequate sites for the development and construction of facilities for use consistent with the Comprehensive Plan;

q. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines as needed to support implementation of this Plan;

r. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

s. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;

t. The provision for relocation assistance to displaced Project Area occupants, as required by law, or within the discretion of the Agency Board for displaced businesses;

u. Other related improvements to those set forth above as further set forth in Attachment 5.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by Law and Act.

302 Urban Renewal Plan Objectives

Urban renewal activity is necessary in the Project Area to combat problems of physical deterioration or deteriorating conditions. As set forth in greater detail in Section 103, the Project Area has a history of stagnant growth and development compared to other areas of the City based on deteriorated or deteriorating conditions that have arrested or impaired growth in the Project Area primarily attributed to: the predominance of defective or inadequate street layout; faulty lot layout in relationship to size, adequacy, accessibility, or usefulness/obsolete platting; insanitary or unsafe conditions; outmoded street patterns; unsuitable topography; age or obsolescence; need for correlation of the area streets with other areas of the municipality; and economic disuse or underdeveloped property. The Plan for the Project Area is a proposal to work in partnership with public and private entities to improve, develop, and grow the economy within the Project Area by the implementation of a strategy and program set forth in Section 301 and in Attachment 5.

The provisions of this Plan are applicable to all public and private property in the Project Area. The provisions of the Plan shall be interpreted and applied as objectives and goals, recognizing the need for flexibility in interpretation and implementation, while at the same time not in any way abdicating the rights and privileges of the property owners which are vested in

the present and future zoning classifications of the properties. All development under an owner participation agreement shall conform to those standards specified in Section 303.1 of this Plan.

This Plan must be practical in order to succeed. Particular attention has been paid to how it can be implemented, given the changing nature of market conditions. Transforming the Project Area into a vital, thriving part of the community requires an assertive strategy. The following list represents the key elements of that effort:

a. Initiate simultaneous projects designed to revitalize the Project Area. From street and utility improvements to significant new private development, the Agency plays a key role in creating the necessary momentum to get and keep things going.

b. Support development that includes public open space amenities, including securing and improving certain public open space in critical areas.

c. Support the development of a mix of uses consistent with the City's Comprehensive Plan, including higher density multi-family residential development that supports the goals of increasing affordable housing opportunities.

Without direct public intervention, much of the Project Area could conceivably remain unchanged and in a deteriorated and/or deteriorating condition for the next twenty (20) years. The Plan creates the necessary flexible framework for the Project Area to support the City's development objectives while complying with the "specificity" requirement set forth in Idaho Code § 50-2905.

Land use in the Project Area may be modified to the extent that underutilized, underdeveloped, deteriorated, deteriorating and vacant land and land now devoted to uses inconsistent with the future land uses of the area will be converted to higher density residential uses consistent with the Comprehensive Plan, which envisions the aera as an Urban Core characterized by taller structures, mixed use buildings, pedestrian oriented facilities and commercial enterprises. The Comprehensive Plan also expresses the goal of achieving a greater supply of affordable housing. In implementing the activities described in this Plan, the Agency shall give due consideration to the provision of adequate open space, park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of residents in the general vicinity of the Project Area covered by the Plan.

303 Participation Opportunities and Agreement

303.1 Participation Agreements

The Agency shall enter into various development participation agreements with any existing or future owner of property in the Project Area, in the event the property owner seeks and/or receives assistance from the Agency in the development and/or redevelopment of the

property. The term "owner participation agreement" or "participation agreement" is intended to include all participation agreements with a property owner, including reimbursement agreements, grant agreements or other forms of participation agreements. In that event, the Agency may allow for an existing or future owner of property to remove the property and/or structure from future Agency acquisition subject to entering into an owner participation agreement. The Agency may also enter into owner participation agreements with other future owners and developers within the Project Area throughout the duration of this Plan in order to implement the infrastructure improvements set forth in this Plan.

Each structure and building in the Project Area to be rehabilitated or to be constructed as a condition of the owner participation agreement between the Agency and the owner pursuant to this Plan will be considered to be satisfactorily rehabilitated and constructed pursuant to the requirements of the Law and Act, and the Agency will so certify, if the rehabilitated or new structure meets the standards set forth in an executed owner participation agreement and complies with applicable provisions of this Plan, local codes and ordinances, the Idaho Code and meets the conditions described below:

a. Any such property within the Project Area shall be required to conform to all applicable provisions, requirements, and regulations of this Plan. The owner participation agreement may require as a condition of financial participation by the Agency a commitment by the property owner to meet the greater objectives of the land use elements identified in the Comprehensive Plan, and applicable zoning ordinances, and other requirements deemed appropriate and necessary by the Agency. Upon completion of any rehabilitation each structure must be safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition that will continue throughout an estimated useful life for a minimum of twenty (20) years.

b. Any owner shall give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children and seniors residing in the general vicinity of the site covered by the Plan, recognizing the uses contemplated in the Project Area.

c. All such buildings or portions of buildings which are to remain within the Project Area shall be rehabilitated or constructed in conformity with all applicable codes and ordinances of the City.

d. Any new construction shall also conform to all applicable provisions, requirements, and regulations of this Plan, as well as to all applicable codes and ordinances of the City.

All owner participation agreements will address development timing, justification and eligibility of project costs, and achievement of the objectives of the Plan. The Agency shall retain its discretion in the funding level of its participation. Obligations under owner participation agreements shall terminate no later than the termination date of this Plan,

December 31, 2043. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any owner participation agreement.

In all participation agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant under a participation agreement fails or refuses to rehabilitate, develop, use, and maintain its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency in accordance with Section 305.1 of this Plan and sold or leased for rehabilitation or development in accordance with this Plan.

Owner participation agreements may be used to implement the following objectives:

a. Encouraging property owners to revitalize and/or remediate deteriorated areas or deteriorating areas of their parcels to accelerate development in the Project Area.

b. Subject to the limitations of the Law and the Act, providing incentives to property owners to encourage utilization and expansion of existing permitted uses during the transition period to prevent a proliferation of vacant and deteriorated parcels in the Project Area during the extended redevelopment of the Project Area.

c. To accommodate improvements and expansions allowed by City regulations and generally consistent with this Plan for the Project Area.

d. Subject to the limitations of the Law and Act, providing incentives to improve nonconforming properties so they implement the design guidelines contained in this Plan to the extent possible and to encourage an orderly transition from nonconforming to conforming uses through the term of the Plan.

e. Provide for advance funding by the developer/owner participant of those certain public improvements related to or needed for the private development and related to the construction of certain public improvements. In that event, the Agency will agree as set out in the participation agreement to reimburse a portion of, or all of, the costs of public improvements identified in the participation agreement from the revenue allocation generated by the private development.

304 Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate

this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. All plans for development of property in the Project Area by a public body shall be subject to Agency approval, in the event the Agency is providing any financial assistance.

Subject to applicable authority, the Agency may impose on all public bodies the planning and design controls contained in this Plan to ensure that present uses and any future development by public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements of the Project Area as allowed by the Law and Act.

The Agency intends to cooperate to the extent allowable with the City for the engineering, design, installation, construction, and/or reconstruction of public infrastructure improvements, including, but not limited to improvements to rights-of-way, including Anderson Street and Science Drive improvements and related streetscapes and intersection improvements; the installation and construction of new local, collector and arterial streets, including related streetscapes and intersection improvements; other public infrastructure installation, expansion and/or upgrades to water, sewer, storm drainage, electrical, natural gas, telecommunication, or other similar systems and lines; improvements to streetscapes, curbs, gutters, sidewalks, walkways, and other improvements set forth in Section 301 and in Attachment 5. The Agency shall also cooperate with the City on various relocation, screening, or undergrounding projects and the providing of fiber optic capability, and the funding of gas, electrical, water, and sewer improvements. To the extent any public entity, including the City has funded certain public infrastructure improvements, the Agency may reimburse those entities for those expenses. The Agency also intends to cooperate and seek available assistance from state, federal and other sources for economic development.

In the event the Agency is participating in the public development by way of financial incentive or otherwise, the public body shall enter into a participation agreement with the Agency and then shall be bound by the Plan and other land use elements and shall conform to those standards specified in Section 303.1 of this Plan.

This Plan does not financially bind or obligate the City, Agency and/or any other public entity to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any owner participation agreement and in the annual budget adopted by the Agency Board.

305 Property Acquisition

305.1 Real Property

Only as specifically authorized herein, the Agency may acquire, through the voluntary measures described below, but is not required to acquire, any real property located in the Project Area where it is determined that the property is needed for construction of public improvements, required to eliminate or mitigate the deteriorated or deteriorating conditions, to facilitate economic development, including acquisition of real property intended for disposition to qualified developers through a competitive process, and as otherwise allowed by law. The acquisition shall be by any means authorized by law, including, but not limited to, the Law, the Act, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, but shall not include the right to invoke eminent domain authority except as authorized by Idaho law and provided herein. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee, including structures and fixtures upon the real property, without acquiring the land upon which those structures and fixtures are located.

The Agency intends to acquire any real property through voluntary or consensual gift, devise, exchange, or purchase. Such acquisition of property may be for the development of the public improvements identified in this Plan. Such properties may include properties owned by private parties or public entities. This Plan does not anticipate the Agency's use of its resources for property acquisition, but does anticipate the Agency's use of resources for the construction of public improvements or to dispose of real property to a qualified developer, in the event the Agency does acquire such property, to incent certain types of development as permitted by the Law and Act.

In the event the Agency identifies certain property which should be acquired to develop certain public improvements intended to be constructed under the provisions of this Plan, the Agency shall coordinate such property acquisition with any other public entity (e.g., without limitation, the City, the state of Idaho, or any of its authorized agencies), including the assistance of the Agency of funds to acquire said property through a voluntary acquisition or the public entity's invoking of its eminent domain authority as limited by Idaho Code Section 7-701A.

The Agency is authorized by this Plan to acquire the properties for the uses identified in Attachment 3 hereto, including but not limited to property to be acquired for the extension or expansion of certain rights-of-way or to accommodate underground public facilities.

The Agency is authorized by this Plan and Idaho Code §§ 50-2010 and 50-2018(12) to acquire the properties identified in Attachment 3 hereto for the purposes set forth in this Plan. The Agency has identified its intent to acquire and/or participate in the development of certain public improvements, including, but not limited to those defined in Section 301 of the Plan and in Attachment 5. The Agency's property acquisition will result in remediating deteriorating conditions in the Project Area by facilitating development consistent with the Comprehensive Plan. The public improvements are intended to be dedicated to the City and/or other appropriate public entity, as the case may be, upon completion. The Agency reserves the right to determine

which properties identified, if any, should be acquired. The open land areas qualify for Agency acquisition as further set forth in Section 105 of this Plan.

It is in the public interest and may be necessary, in order to eliminate the conditions requiring redevelopment and in order to execute this Plan, for the power of eminent domain to be employed by the Agency, or by the City with the Agency acting in an advisory capacity,[1] to acquire real property in the Project Area for the public improvements identified in this Plan, which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method.

Under the provisions of the Act, the urban renewal plan "shall be sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area." Idaho Code § 50-2018(12). The Agency has generally described those properties by use as set out in Attachment 3 for acquisition for the construction of public improvements. The Agency may also acquire property for the purpose of developing streetscape and public utilities. The Agency reserves the right to determine which properties, if any, should be acquired.

305.2 Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, for the purpose of developing the public improvements described in section 305.1.

306 Property Management

During the time real property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for development and/or redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

307 Relocation of Persons (Including Individuals and Families), Business Concerns, and Others Displaced by the Project

If the Agency receives federal funds for real estate acquisition and relocation, the Agency shall comply with 24 C.F.R. Part 42, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The Agency reserves the right to extend benefits for relocation to those not otherwise entitled to relocation benefits as a matter of state law under the Act or the Law. The Agency may determine to use as a reference the relocation benefits and guidelines promulgated by the federal government, the state government, or local government, including the State Department of Transportation. The intent of this section is to allow the Agency sufficient flexibility to award relocation benefits on some rational basis, or by payment of some lump-sum per case basis. The

[1] House Bill 1044, adopted by the Idaho Legislature during the 2021 Legislative Session, limited the Agency's ability to exercise eminent domain.

Agency may also consider the analysis of replacement value for the compensation awarded to either owner occupants or businesses displaced by the Agency to achieve the objectives of this Plan. The Agency may adopt relocation guidelines which would define the extent of relocation assistance in non-federally assisted projects and which relocation assistance to the greatest extent feasible would be uniform. The Agency shall also coordinate with the various local, state, or federal agencies concerning relocation assistance as may be warranted.

In the event the Agency's activities result in displacement, the Agency shall comply with, at a minimum, the standards set forth in the Law. The Agency shall also comply with all applicable state laws concerning relocation benefits. The Agency shall also coordinate with the various local, state, or federal agencies concerning relocation assistance.

308 Demolition, Clearance, and Site Preparation

The Agency is authorized (but not required) to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

Further, the Agency is authorized (but not required) to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency including site preparation. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks, pedestrian walkways, public parking facilities, drainage facilities, and other public improvements necessary to carry out this Plan.

309 Property Disposition and Development

309.1 Disposition by the Agency

For the purposes of this Plan, the Agency is authorized to sell, lease, lease/purchase, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property under the reuse provisions set forth in Idaho law, including Idaho Code § 50-2011 and pursuant to any disposition policies adopted by the Agency. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding.

Real property acquired by the Agency may be conveyed by the Agency and, where beneficial to the Project Area, without charge to any public body as allowed by law. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

309.2 Disposition and Development Agreements

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of deteriorating conditions, all real property sold, leased, or conveyed by the Agency is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as the Agency deems may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, lease/purchases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Bonneville County, Idaho.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, disability/handicap, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a disposition and development agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

As required by law or as determined in the Agency's discretion to be in the best interest of the Agency and the public, the following requirements and obligations shall be included in the disposition and development agreement.

That the developers, their successors, and assigns agree:

a. That a detailed scope and schedule for the proposed development shall be submitted to and agreed upon by the Agency.

b. That the purchase or lease of the land and/or subterranean rights and/or air rights is for the purpose of redevelopment and not for speculation.

c. That the building of improvements will be commenced and completed as jointly scheduled and determined by the Agency and the developer(s).

d. That the site and construction plans will be submitted to the Agency for review as to conformity with the provisions and purposes of this Plan and to support the planning, design and transportation goals set forth in the Comprehensive Plan.

e. All new construction shall have a minimum estimated life of no less than twenty (20) years.

f. That rehabilitation of any existing structure must assure that the structure is safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years.

g. That the Agency receives adequate assurance acceptable to the Agency to ensure performance under the contract for sale.

h. All such buildings or portions of the buildings which are to remain within the Project Area shall be reconstructed in conformity with all applicable codes and ordinances of the City.

i. All disposition and development documents shall be governed by the provisions of Section 407 of this Plan.

j. All other requirements and obligations as may be set forth in any participation policy established and/or amended by the Agency.

The Agency also reserves the right to determine the extent of its participation based upon the achievements of the objectives of this Plan. Obligations under any disposition and development agreement and deed covenants, except for covenants which run with the land beyond the termination date of this Plan, shall terminate no later than December 31, 2043. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any disposition and development agreement.

309.3 Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct public improvements within the Project Area for itself or for any public body or entity, which public improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the public improvements authorized under Idaho Code §§ 50-2007, 50-2018(10) and (13), and 50-2903(9), (13), and (14), and as otherwise identified in Attachment 5, attached hereto and incorporated herein by reference, and may acquire or pay for the land required, therefore.

Any public facility ultimately owned by the Agency shall be operated and managed in such a manner to preserve the public purpose nature of the facility. Any lease agreement with a private entity or management contract agreement shall include all necessary provisions sufficient to protect the public interest and public purpose.

The Agency may enter into contracts, leases, and agreements with the City or other public body or private entity pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code § 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code § 50-2908(2)(b) and Section 500 of this Plan or out of any other available funds.

310 Development Plans

All development plans (whether public or private) prepared, pursuant to an owner participation or disposition and development agreement, shall be submitted to the Agency Board for approval and architectural review. All development in the Project Area must conform to those standards specified in Section 407. Additionally, development must be consistent with all City ordinances, design overlays and be supportive of the goals set forth in the Plan and the Comprehensive Plan.

311 Participation with Others

Under the Law, the Agency has the authority to lend or invest funds obtained from the federal government for the purposes of the Law if allowable under federal laws or regulations. The federal funds that may be available to the Agency are governed by regulations promulgated by the Department of Housing and Urban Development for the Community Development Block Grant Program ("CDBG"), the Economic Development Administration, the Small Business Administration, or other federal agencies. In order to enhance such grants, the Agency's use of revenue allocation funds is critical.

Under those regulations the Agency may participate with the private sector in the development and financing of those private projects that will attain certain federal objectives.

The Agency may, therefore, use the federal funds for the provision of assistance to private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms to support, for any other activity necessary or appropriate to carry out an economic development project.

As allowed by law, the Agency may also use funds from any other sources or participate with the private or public sector with regard to any programs administered by the Idaho Department of Commerce, or other State or federal agencies, for any purpose set forth under the Law or Act.

The Agency may enter into contracts, leases, and agreements with the City, or other public body or private entity, pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code § 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code § 50-2908(2)(b) and Section 500 of this Plan or out of any other available funds.

312 Conforming Owners

The Agency may, at the Agency's sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency, provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan.

313 Arts Funding

The Agency encourages public art and performing arts through joint ventures with private developers and in cooperation with the City. Whenever possible, any Agency arts funding will be used to leverage additional contributions from developers, other private sources, and public or quasi-public entitles for purposes of including public art within the streetscape projects identified in this Plan.

400 USES PERMITTED IN THE PROJECT AREA

401 Designated Land Uses

The Agency intends to rely upon the overall land use designations and zoning classifications of the City, as may be amended, and as depicted on Attachment 4 and as set forth in the City's Comprehensive Plan, including the future land use map and zoning classifications, as may be amended. For the most part, the Project Area is proposed as an Urban Core, which includes mixed-use buildings, including multi-family residential, pedestrian oriented facilities, and commercial enterprises. Provided, however, nothing herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

402 Public Rights-of-Way

The Project Area contains existing maintained public rights-of-way included within the boundaries, as shown on several maps included within Attachment 5, including but not limited to portions of: Science Center Drive, Highway 20, North Boulevard, and Anderson Street. Any new roadways, including new local, collectors and/or arterials to be engineered, designed, installed, and constructed in the Project Area, will be constructed in conjunction with any applicable policies and design standards of the City (and State and Federal standards, as the case may be) regarding dedicated rights-of-way. Additional public streets, alleys, and easements may be created in the Project Area as needed for proper development, and other potential roadways generally shown in Attachment 5.

Additional improvements to existing streets, alleys and easements may be created, improved, or extended in the Project Area as needed for development. Existing dirt roadways, streets, easements, and irrigation or drainage laterals or ditches may be abandoned, closed, or modified as necessary for proper development of the Project Area, in accordance with any applicable policies and standards of the Idaho Transportation Department or the City regarding changes to dedicated rights-of-way, and appropriate irrigation or drainage districts regarding changes to laterals or ditches.

Any development, maintenance, and future changes in the interior or exterior street layout shall be in accordance with the objectives of this Plan and the design standards of the City, or the Idaho Department of Transportation as may be applicable; shall be effectuated in the manner prescribed by State and local law; and shall be guided by the following criteria:

a. A balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access, vehicular parking, and delivery loading docks with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by the Agency for the Project and any participation agreements executed thereunder;

b. The requirements imposed by such factors as topography, traffic safety, and aesthetics; and

c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project Area by providing convenient and efficient vehicular access and movement.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

403 Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan. However, any interim use must comply with applicable City Code or Bonneville County Code.

404 Development in the Project Area Subject to the Plan

All real property in the Project Area, under the provisions of either a disposition and development agreement or an owner participation agreement, is made subject to the controls and requirements of this Plan. No such real property shall be developed, redeveloped, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

405 Construction Shall Comply with Applicable Federal, State, and Local Laws and Ordinances and Agency Development Standards

All construction in the Project Area shall comply with all applicable state laws, the Idaho Falls City Code, as may be amended from time to time, and any applicable City Council ordinances pending codification, including but not limited to, regulations concerning the type, size, density and height of buildings; open space, landscaping, light, air, and privacy; the undergrounding of utilities; limitation or prohibition of development that is incompatible with the surrounding area by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors; parcel subdivision; off-street loading and off-street parking requirements.

In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted

by the Agency to control and direct redevelopment activities in the Project Area in the event of a disposition and development agreement or owner participation agreement, including but not limited to compliance with the City of Idaho Falls Bridge and Street Regulation Ordinance, Chapter 1A, Title 11 of the City Code.

406 Nonconforming Uses

This Section applies to property owners seeking assistance from the Agency regarding their property. The Agency may permit an existing use to remain in an existing building and site usage in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into an owner participation agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project Area where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

All nonconforming uses shall also comply with the City codes and ordinances.

407 Design Guidelines for Development under a Disposition and Development Agreement or Owner Participation Agreement

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, density, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area. Any development must also comply with the City's zoning ordinance regarding heights, setbacks, density, and other like standards.

In the case of property which is the subject of a disposition and development agreement or owner participation agreement with the Agency, no new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan. Under a disposition and development agreement or owner participation agreement, the design guidelines and land use elements of the Plan shall be achieved to the greatest extent feasible, though the Agency retains the authority to grant minor variations under this Plan and subject to a negotiated agreement between the Agency and the developer or property owner.

Under those agreements, the architectural, landscape, and site plans shall be submitted to the Agency and approved in writing by the Agency. In such agreements, the Agency may impose additional design controls. The Agency shall find that any approved plans do comply with this Plan. The Agency reserves the right to impose such design standards on an ad hoc basis through

the approval process of the disposition and development agreement or owner participation agreement. Any change to such approved design must be consented to by the Agency and such consent may be conditioned upon reduction of Agency's financial participation towards the Project.

In the event the Agency adopts design standards or controls, those provisions will thereafter apply to each site or portion thereof in the Project Area. These additional design standards or controls will be implemented through the provisions of any disposition and development agreement or owner participation agreement. These controls are in addition to any standards and provisions of any applicable City building or zoning ordinances; provided, however, each and every development shall comply with all applicable City zoning and building ordinances.

500 METHODS OF FINANCING THE PROJECT

501 General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with revenue allocation funds, financial assistance from the City (loans, grants, other financial assistance), state of Idaho, federal government or other public entities, interest income, developer advanced funds, donations, loans from private financial institutions (bonds, notes, line of credit), the lease or sale of Agency-owned property, public parking revenue, or any other available source, public or private, including assistance from any taxing district or any public entity.

The Agency is also authorized to obtain advances, lines of credit, borrow funds, and create indebtedness in carrying out this Plan. The Agency may also consider an inter-fund transfer from other urban renewal project areas. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the Agency. The City, as it is able, may also supply additional assistance through City loans and grants for various public improvements and facilities. The City or any other public agency, as properly budgeted and subject to any constitutional and/or statutory limitations, may expend money to assist the Agency in carrying out this Project.

As allowed by law and subject to restrictions as are imposed by law, the Agency is authorized to issue notes or bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

502 Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the state of Idaho CDBG funds, or any other public or private source will be utilized if available. The Agency may consider funding sources through Local Improvement Districts as authorized by state law. Neither the members of the Agency nor any persons executing such loans or grants shall be liable on the loans or grants by reason of their issuance.

503 Revenue Allocation Financing Provisions

The Agency hereby adopts revenue allocation financing provisions as authorized by the Act, effective retroactively to January 1, 2023. These revenue allocation provisions shall apply to all taxing districts which are located in or overlap the Revenue Allocation Area shown and described on Attachments 1 and 2 to this Plan. The Agency shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The Agency specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the initiation of the Project.

The Agency, acting by one or more resolutions adopted by its Board, is hereby authorized to apply all or any portion of the revenues allocated to the Agency pursuant to the Act to pay as costs are incurred (pay-as-you-go) or to pledge all or any portion of such revenues to the repayment of any moneys advance-funded by developers or property owners, borrowed, indebtedness incurred, or notes or bonds issued by the Agency to finance or to refinance the Project Costs (as defined in Idaho Code § 50-2903(14)) of one or more urban renewal projects.

The Agency may consider a note or line of credit issued by a bank or lending institution premised upon revenue allocation funds generated by a substantial private development contemplated by the Study, as defined in Section 502.1, which would allow the Agency to more quickly fund the public improvements contemplated by this Plan. Likewise, a developer/owner advanced funding of certain eligible public infrastructure improvements to be reimbursed pursuant to an owner participation agreement could achieve the same purpose.

Upon enactment of a City Council ordinance finally adopting these revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Plan, there shall hereby be created a special fund of the Agency into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code § 50-2908. The Agency shall use such funds solely in accordance with Idaho Code § 50-2909 and solely for the purpose of providing funds to pay the Project Costs, including any incidental costs, of such urban renewal projects as the Agency may determine by resolution or resolutions of its Board.

A statement listing proposed public improvements and facilities, a schedule of improvements, the location of proposed public infrastructure improvements, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code § 50-2905 is included in this Plan and in Attachment 5 to this Plan. This information necessarily incorporates estimates and projections based on the Agency's and consultants' present knowledge and expectations. The Agency is hereby authorized to adjust the presently anticipated urban renewal projects and use of revenue allocation financing of the related Project Costs if the Board deems such adjustment necessary or convenient to effectuate the general objectives of the Plan in order to account for revenue inconsistencies, market adjustments, future priorities, developers/owners seeking Agency assistance pursuant to an owner participation agreement, and unknown future costs. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in the annual budget.

The Agency may appropriate funds consisting of revenue allocation proceeds on an annual basis without the issuance of notes or bonds. The Agency may also obtain advances or loans from the City or Agency, or private entity and financial institutions in order to immediately commence construction of certain of the public improvements. Developer advanced funding of public improvements could also achieve the same purpose. The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of monies or making of loans or the incurring of any indebtedness such as bonds, notes, and other obligations (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part, including reimbursement to any owner/developer or public entity for the cost of eligible public improvements pursuant to a participation agreement.

Revenues will continue to be allocated to the Agency until termination of the revenue allocation area as set forth in Section 800. Attachment 5 incorporates estimates and projections based on the Agency's and its consultants' present knowledge and expectations concerning the length of time to complete the improvements and estimated future revenues. The activity may take longer depending on the significance and timeliness of development. Alternatively, the activity may be completed earlier if revenue allocation proceeds are greater, or the Agency obtains additional funds from another source.

The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project. The Agency reserves the right to either pay for Project Costs from available revenue (pay-as-you-go basis) or borrow funds by incurring debt through notes or other obligations.

Revenue allocation proceeds are deemed to be only a part of the proposed funding sources for the payment of public improvements and other project improvements. Additionally, project funding may be phased for the improvements, allowing various sources of funds to be accumulated for use.

503.1 Economic Feasibility Study

Attachment 5 constitutes the Economic Feasibility Study (the "Study"), prepared by Renee R. Magee, AICP. The Study constitutes the financial analysis required by the Act and is based upon existing information from property owners, developers, the Agency, the City, and others.

503.2 Assumptions and Conditions/Economic Feasibility Statement

The information contained in Attachment 5 assumes certain completed and projected actions. All debt is projected to be repaid no later than the duration period of the Plan. The total amount of indebtedness (and all other loans or indebtedness), developer reimbursement and the amount of revenue generated by revenue allocation are dependent upon the extent and timing of private development. Should all the development take place as projected, the project indebtedness could be extinguished earlier, dependent upon other legal obligations. Should private development take longer to materialize, or should the private development be

substantially less than projected, then the amount of revenue generated will be substantially reduced and debt may continue for its full term.

The Plan and the Plan Attachments incorporate estimates and projections based on the Agency's and consultants' present knowledge and expectations. The Plan proposes certain public improvements as set forth in Attachment 5 and in Section 301, which will facilitate developments in the Revenue Allocation Area as more fully guided by the design, planning, development, use and transportation goals set forth in the Comprehensive Plan.

The assumptions set forth in the Study are based upon the best information available to the Agency and its consultants through public sources or discussions with property owners, developers, the City, and others. The information has been analyzed by the Agency and its consultants in order to provide an analysis that meets the requirements set forth under the Law and Act. At the point in time when the Agency may seek a loan from lenders or others, a more detailed and then-current financial pro forma will be presented to those lenders or underwriters for analysis to determine the borrowing capacity of the Agency. As set forth herein, the Agency reserves the right to fund the Project on a "pay-as-you-go" basis. The Agency Board will prioritize the activities set forth in this Plan and determine what funds are available and what activities can be funded. The Agency will establish those priorities through its mandated annual budgetary process.

The project lists improvements or activities within Attachment 5 prioritized by way of feasibility based on timing of developer advanced funding of potentially eligible improvements and projects, estimated revenues to be received, amounts funded, and by year of funding. The projected timing of funding is primarily a function of the availability of financial resources and market conditions but is also strategic, considering the timing of anticipated or projected private development partnership opportunities and the ability of certain strategic activities to stimulate development at a given point in time within the duration of the Plan and Project Area.

The assumptions concerning revenue allocation proceeds are based upon certain anticipated or projected new developments, assessed value increases, and assumed tax levy rates as more specifically set forth in Attachment 5. Further, the financial analysis set forth in Attachment 5 has taken into account and excluded levies that do not flow to the Agency consistent with Idaho Code § 50-2908. In projecting new construction, the Study considered parcels identified as expected to develop over the life of the Project Area, communications with potential developers, City staff and others.

The types of new construction expected in the Project Area are mixed income and mixed density residential facilities, together with pedestrian and transit oriented facilities. Additional improvements include improvements to rights-of-way, intersection and streetscapes, and other public facilities, including but not limited to sewer, water, fiber, gas, electrical and drainage facilities. However, without a method to construct the identified public improvements such as water and sewer improvements, street infrastructure, and pedestrian amenities, development is unlikely to occur in much of the Project Area.

It is understood that application of certain exemptions, including the homeowner's exemption and Idaho Code § 63-602K, which provides for personal property tax exemption to businesses may have the effect of reducing the increment value, which in turn reduces revenue.

503.3 Ten Percent Limitation[2]

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to the Bonneville County Assessor, the assessed taxable value for the City as of July, 2022, is $7,009,313,999. Therefore, the 10% limit is $700,931,399.

The adjusted base assessed value of each of the existing revenue allocation areas as of July 2022, and the current assessed taxable value of the proposed Project Area, is as follows:

River Commons District	$272,621
Eagle Ridge District	$7,378,925
Jackson Hole Junction District	$398,710
Pancheri East Bank District	$7,301,157
Anderson Bush Proposed District	$6,425,722
Total of Existing and Proposed Districts	$21,777,135

The adjusted base values for the combined existing revenue allocation areas and the estimated base value for the proposed Project Area is $21,777,135, which is less than 10% of the City's estimated 2022 taxable value.

503.4 Financial Limitation

The Study identifies several capital improvement projects. Use of any particular funding source for any particular purpose is not assured or identified. Use of the funding source shall be conditioned on any limitations set forth in the Law, the Act, by contract, or by other federal regulations. If revenue allocation funds are unavailable, then the Agency will need to use a different funding source for that improvement.

The amount of funds available to the Agency from revenue allocation financing is directly related to the assessed value of new improvements within the Revenue Allocation Area. Under the Act, the Agency is allowed the revenue allocation generated from inflationary increases and new development value. Increases have been assumed based upon the projected value of new development as that development occurs along with possible land reassessment based on a construction start.

[2] Due to the timing of the assessment process and creation of this Plan, the July (non-equalized) 2022 values have been used to establish compliance with the 10% limitation. Using the estimated 2022 values, the total value of the existing revenue allocation areas combined with the value of this Project Area are significantly less than 10% of the total assessed taxable value of the City (only .31%). Even assuming an increase to the 2023 values, the combined base values will not exceed 10% of the total assessed taxable value of the City.

The Study, with the various estimates and projections, constitutes an economic feasibility study. Costs and revenues are analyzed, and the analysis shows the need for public capital funds during the project. Multiple financing sources are contemplated in the Study, including annual revenue allocations, developer contributions, City or other public entity contributions, interfund loan, federal funding, grants, property disposition and other financing sources as permitted by law. This Study identifies the kind, number, and location of all proposed public works or improvements, a detailed list of estimated project costs, a description of the methods of financing illustrating project costs, and the time when related costs or monetary obligations are to be incurred.[3] Based on these funding sources, the conclusion is that the Project is feasible.

The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts projected in the Study for the purpose of funding the identified projects and improvements. The projections in the Study are based on reasonable assumptions and existing market conditions. However, should the Project Area result in greater than anticipated revenues, the Agency specifically reserves the ability to fund the additional activities and projects identified in the Plan. Further, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified, including but not limited to owner participation agreements and disposition and development agreements. The Agency may also re-prioritize projects pursuant to market conditions, project timing, funding availability, etc., as more specifically detailed in the annual budget.

The proposed timing for the public improvements and projects may have to be adjusted depending upon the availability of funds and the Agency's ability to finance any portion of the Project. **Any adjustment to Project timing or funding is technical or ministerial in nature and shall not be considered a modification of the Plan pursuant to Idaho Code § 50-2903A.**

Attachment 5 lists those public improvements and projects the Agency intends to construct or fund through the term of the Plan. The costs of improvements and projects are estimates only as it is impossible to know with any certainty what the costs of improvements and projects will be in future years. There is general recognition that construction costs fluctuate and are impacted by future unknowns, such as, the cost of materials and laborers. Final costs will be determined by way of construction contract public bidding or by an agreement between the developer/owner and/or public entity and Agency. The listing of public improvements and projects does not commit the Agency, City, or other public entity, to any particular level of funding; rather, identification of the activity in the Plan allows the Agency to negotiate the terms of any reimbursement with the developer and/or the public entities. This Plan does not financially bind or obligate the Agency, City or other public entity to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. The City has not committed to fund any public infrastructure improvements within the Project Area. Such decisions concerning capital improvement projects and/or other expenditures are made by the City annually pursuant to its budget and appropriation process. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any participation

[3] *See* Idaho Code § 50-2905.

agreement and in the annual budget adopted by the Agency Board. The proposed location and siting of the proposed public infrastructure and other improvement projects in the Project Area are generally shown in Attachment 5 and this Plan recognizing that the specific location of the projects will depend on the type and timing of development. The specific location of the improvements or the change in the location of the improvements identified on Attachment 5 is technical and/or ministerial and does not constitute a modification to the Plan.

The Agency reserves its discretion and flexibility in deciding which improvements are more critical for development or redevelopment, and the Agency intends to coordinate its public improvements with associated development by private developers/owners. Where applicable, the Agency also intends to coordinate its participation in the public improvements with the receipt of certain grants or loans which may require the Agency's participation in some combination with the grant and loan funding.

Generally, the Agency expects to develop those improvements and fund the projects identified in Attachment 5 first, in conjunction with private development within the Project Area generating the increment as identified in Attachment 5.

The Plan has shown that the equalized valuation of the Revenue Allocation Area as defined in the Plan is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Plan.

503.5 Participation with Local Improvement Districts and/or Business Improvement Districts

Under the Idaho Local Improvement District ("LID") Code, Chapter 17, Title 50, Idaho Code, the City has the authority to establish local improvement districts for various public facilities, including, but not limited to, streets, curbs, gutters, sidewalks, storm drains, landscaping, and other like facilities. To the extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation, to participate in the funding of local improvement district facilities. This participation may include either direct funding to reduce the overall cost of the LID or to participate as an assessed entity to finance the LID project. Similarly, to the extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation, to participate in the funding of the purposes specified under the Business Improvement Districts, Chapter 26, Title 50, Idaho Code.

504 Issuance of Debt and Debt Limitation

Any debt incurred by the Agency as allowed by the Law and Act shall be secured by revenue allocation funds as allowed by the Act. All such debt shall be repaid within the duration of this Plan, except as may be authorized by law.

505 Impact on Other Taxing Districts and Levy Rate

An estimate of the overall impact of the revenue allocation project on each taxing district is shown in the Study through the new development projections set forth in Attachment 5.

The assessed value for each property in a revenue allocation area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a revenue allocation area is approved by a municipality, with periodic adjustments allowed by Idaho law. The increment value is the difference between the adjusted base assessed value and current assessed taxable value in any given year while the property is in a revenue allocation area. Under Idaho Code § 63-802, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Idaho Code § 63-802. Therefore, the impact of revenue allocation on the taxing entities is more of a product of the imposition of Idaho Code § 63-802, then the effect of urban renewal.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to each taxing entity's levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in a revenue allocation area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the base values in the urban renewal districts and by properties outside revenue allocation areas are distributed to the other taxing entities. Properties in revenue allocation areas are subject to the same levy rate as they would be outside a revenue allocation area. The difference is how the revenue is distributed. If the overall levy rate is less than assumed, the Agency may receive fewer funds from revenue allocation.

In addition, without the Revenue Allocation Area and its ability to pay for public improvements and public facilities, fewer substantial improvements within the Revenue Allocation Area would be expected during the term of the Plan; hence, there would be lower increases in assessed valuation to be used by the other taxing entities. The Study's analysis is premised upon the fact the proposed development would not occur but for the ability to use revenue allocation funds to fund certain significant public infrastructure improvements and projects removing certain impediments to development.

One result of new construction occurring outside the revenue allocation area (Idaho Code §§ 63-802 and 63-301A) is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction.[4] From and after December 31, 2006, Idaho Code § 63-301A prohibits taxing entities from including, as part of the new construction roll, the increased value related to new construction within a revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Project Area is not available for inclusion by the taxing entities to increase their budgets. Upon termination of the Project Area or deannexation of area from the Project Area, the taxing entities will be able to include a

[4] House Bill 389 amended Idaho Code Sections 63-802 and 63-301A limiting the value placed on the new construction roll and available to a taxing district for a budget capacity increase. This could result in lower levy rates over time.

percentage[5] of the increment value on the new construction roll for purposes of setting the following year's budget and revenue from such value is not limited to the eight percent cap set forth in Idaho Code § 63-802.

As the 2023 certified levy rates are not determined until late September or October 2023, the 2022 certified levy rates obtained from the publication entitled *2022 Bonneville County Levies Based on Each $1.00 Market Value* found on the Bonneville County website have been used in the Study for purposes of the analysis. [6] For Tax Year 2022, those taxing districts and levy rates are as follows:[7]

Taxing Districts	Levy Rates:
Bonneville County	.002728941
Idaho Falls	.006036944
School District No. 91	NA
Flood Control	.000004475
Ambulance	.000228589
College of Eastern Idaho	.000095065
Lincoln Cemetery	.000004903
TOTAL[8]	.009098917

The Study has made certain assumptions for purposes of determining the economic feasibility of the project. First, for purposes of the Study, it is assumed the mill levy will decrease by 1% annually. Second, the Certificate of Occupancy for the apartment complex is anticipated to be granted in February 2025. Therefore, the full value of the complex may not be reflected in the tax rolls until 2026, with revenue allocation proceeds flowing to the Agency in 2027. No attempt was made to determine any estimated tax prior to 2027, which is a conservative approach. Third, the value of new development is estimated to increase by 2% annually. The increase in valuation for those parcels not anticipated to develop under this Plan is anticipated to be 1% annually. Fourth, new development projected values are based, in part, on figures provided by the developers. Pursuant to the Study, it is anticipated the multi-family affordable residential development will reach 100% buildout. Lastly, the total projects eligible for reimbursement are anticipated to be approximately $2,500,000, including estimated eligible costs to be reimbursed to the developer in the amount of $2,255,000, and for other public improvement costs in the amount of $225,000. In addition to reimbursement to the developer for certain eligible project costs, the Study also contemplates that developer will be reimbursed for advance funding certain planning costs in the estimated amount of $40,000, pursuant to a memorandum of understanding with the Agency. The projections also include the repayment of

[5] Pursuant Idaho Code Sections 63-802 and 63-301A, 80% of the total eligible increment value is added to the new construction roll.

[6] Due to the timing of the taxing districts' budget and levy setting process, certification of the 2023 levy rates will not occur until this Plan had been prepared. In order to provide a basis to analyze the impact on the taxing entities, the 2022 levy rates are used. Use of the 2022 levy rates provides a more accurate base than estimating the 2023 levy rates.

[7] It is unclear how the personal property tax exemption set forth in Idaho Code § 63-602KK, and as amended by House Bill 389, effective January 1, 2022, may impact the levy rate.

[8] Net of voter approved bonds and levies.

$30,000 to the River Commons Project Area for a proposed interfund loan for administration costs. Based on the above conservative assumptions the Project is economically feasible should be completed by 2042.[9]

Pursuant to Idaho Code § 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Project Area. The Study has taken this statute into account. This is also the reason there is no impact to the School District No. 91.

506 Other Fund Sources

Other sources of funds may include City, and other public entity partners, and owner/developer participation. It is important to note this Plan does not financially bind or obligate the City, Agency and/or any other public entity to any project or property acquisition. The City and/or any other local government entity continues to be subject to statutory and constitutional budget and levy limitations. Agency and/or other public entity participation in any project shall be determined by the amount of revenue allocation funds generated and pursuant to the annual budgeting process.

507 Lease Revenue and Bonds

Under the Law (Idaho Code § 50-2012), the Agency is authorized to issue revenue bonds to finance certain public improvements identified in the Plan. Under that type of financing, the public entity would pay the Agency a lease payment annually which provides certain funds to the Agency to retire the bond debt. Another variation of this type of financing is sometimes referred to as conduit financing, which provides a mechanism where the Agency uses its bonding authority for the Project, with the end user making payments to the Agency to retire the bond debt. These sources of revenues are not related to revenue allocation funds and are not particularly noted in the Study, because of the "pass through" aspects of the financing. Under the Act, the economic feasibility study focuses on the revenue allocation aspects of the Agency's financial model.

These financing models typically are for a longer period of time than the 20-year period set forth in the Act. However, these financing models do not involve revenue allocation funds, but rather funds from the end users which provide a funding source for the Agency to continue to own and operate the facility beyond the term of the Plan as allowed by Idaho Code § 50-2905(8) as those resources involve funds not related to revenue allocation funds.

[9] Even assuming the new development only increases 1% or .5% annually, which is extremely conservative, the Project continues to be economically feasible with revenue allocation funds available in 2043 and 2044, respectively.

508 Membership Dues and Support of Community Economic Development

The Act is premised upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate and support non-profit organizations established to support Agency best practices and administration. The line item of Administration within the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.

600 ACTIONS BY THE CITY AND OTHER PUBLIC ENTITIES

The City shall aid and cooperate with the Agency in carrying out this Plan in support of the design, planning and transportation goals set forth in the Comprehensive Plan, and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing deterioration. Actions by the City may include, but not be limited to, the following:

a. Institution and completion of proceedings necessary for changes and improvements in private and publicly owned public utilities within or affecting the Project Area.

b. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.

c. Imposition, wherever necessary, of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.

d. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.

e. Building Code enforcement.

f. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the development and/or redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.

g. Institution and completion of proceedings necessary for the establishment of a local improvement district under Chapter 17, Title 50, Idaho Code, or a business improvement district.

h. The undertaking and completing of any other proceedings necessary to carry out the Project.

i. Administration of Community Development Block Grant funds that may be made available for this Project.

j. Appropriate agreements with the Agency for administration, supporting services, funding sources, and the like.

k. Joint funding of certain public improvements, including but not limited to those identified in this Plan and Attachment 5 to the Plan.

l. Use of public entity labor, services, and materials for construction of the public improvements identified in this Plan and in Attachment 5 to this Plan.

m. Assist with coordinating and implementing the public improvements in the Project Area identified in the Study.

The foregoing actions, if taken by the City, do not constitute any commitment for financial outlays by the City.

601 Maintenance of Public Improvements

The Agency has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The Agency will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement. The Agency expects to dedicate public improvements to the City.

700 ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

800 DURATION OF THIS PLAN, TERMINATION, AND ASSET REVIEW

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code § 50-2904. The revenue allocation authority will expire on December 31, 2043, except for any revenue allocation proceeds received in calendar year 2044, as contemplated by Idaho Code § 50-2905(7). The Agency may use proceeds in 2044 to complete the projects set forth herein. As stated in the Plan, any owner participation agreement or disposition and development agreement obligations will cease as of December 31, 2043.

Idaho Code § 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1, in the year of termination. In order to provide sufficient notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2044, or if the Agency determines an earlier termination date, then by May 1 of the early termination year:

a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code § 50-2909 shall thereupon terminate.

b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.

c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code § 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no

later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code § 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code § 63-215.

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, subject to the following paragraph, the Agency intends to dispose of any remaining assets by granting or conveying or dedicating such assets to the City, unless based on the nature of the asset, disposition to another public entity is more appropriate.

As allowed by Idaho Code § 50-2905(8), the Agency may retain assets or revenues generated from such assets as long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a lease income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility. For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City depending on the nature of the asset.

900 PROCEDURE FOR AMENDMENT OR MODIFICATION

To the extent there are any outstanding loans or obligations, this Plan should not be modified pursuant to the provisions set forth in Idaho Code § 50-2903A. Modification of this Plan results in a reset of the base value for the year immediately following the year in which the modification occurred to include the current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream as more fully set forth in Idaho Code § 50-2903A subject to certain limited exceptions contained therein. As more specifically identified above, the Agency's projections are based on estimated values, estimated levy rates, estimated future development, and estimated costs of future construction/improvements. Annual adjustments, as more specifically set forth in the Agency's annual budget, will be required to account for more/less estimated revenue and prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not deemed a modification under Idaho Code § 50-2903A(1)(a)(i). Further, a modification shall not be deemed to occur when "[t]here is a plan amendment to support growth of an existing commercial or industrial project in an existing revenue allocation area, subject to the provisions of section 50-2905A, Idaho Code." Idaho Code § 50-2903A(1)(a)(iv). The Project includes the development and/or redevelopment of a commercial project.

1000 SEVERABILITY

If any one or more of the provisions contained in this Plan to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the

remaining provisions in this Plan and shall in no way affect the validity of the other provisions of this Plan.

1100 ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS

Under the Law, Idaho Code § 50-2006(5)(c), the Agency is required to file with the City and the State Controller's Office, on or before March 31 of each year, a report of the Agency's activities for the preceding calendar year, which report shall include certain financial information required under Idaho Code § 67-1076. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code §§ 67-1076, the local government registry portal, the tax commission plan repository, *see* Idaho Code § 50-2913, the tax commission's plan modification annual attestation, *see* Idaho Code § 50-2903A. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Bonneville County Board of County Commissioners.

1200 APPENDICES, ATTACHMENTS, EXHIBITS, TABLES

All attachments and tables referenced in this Plan are attached and incorporated herein by their reference. All other documents referenced in this Plan but not attached are incorporated by their reference as if set forth fully.

Attachment 1

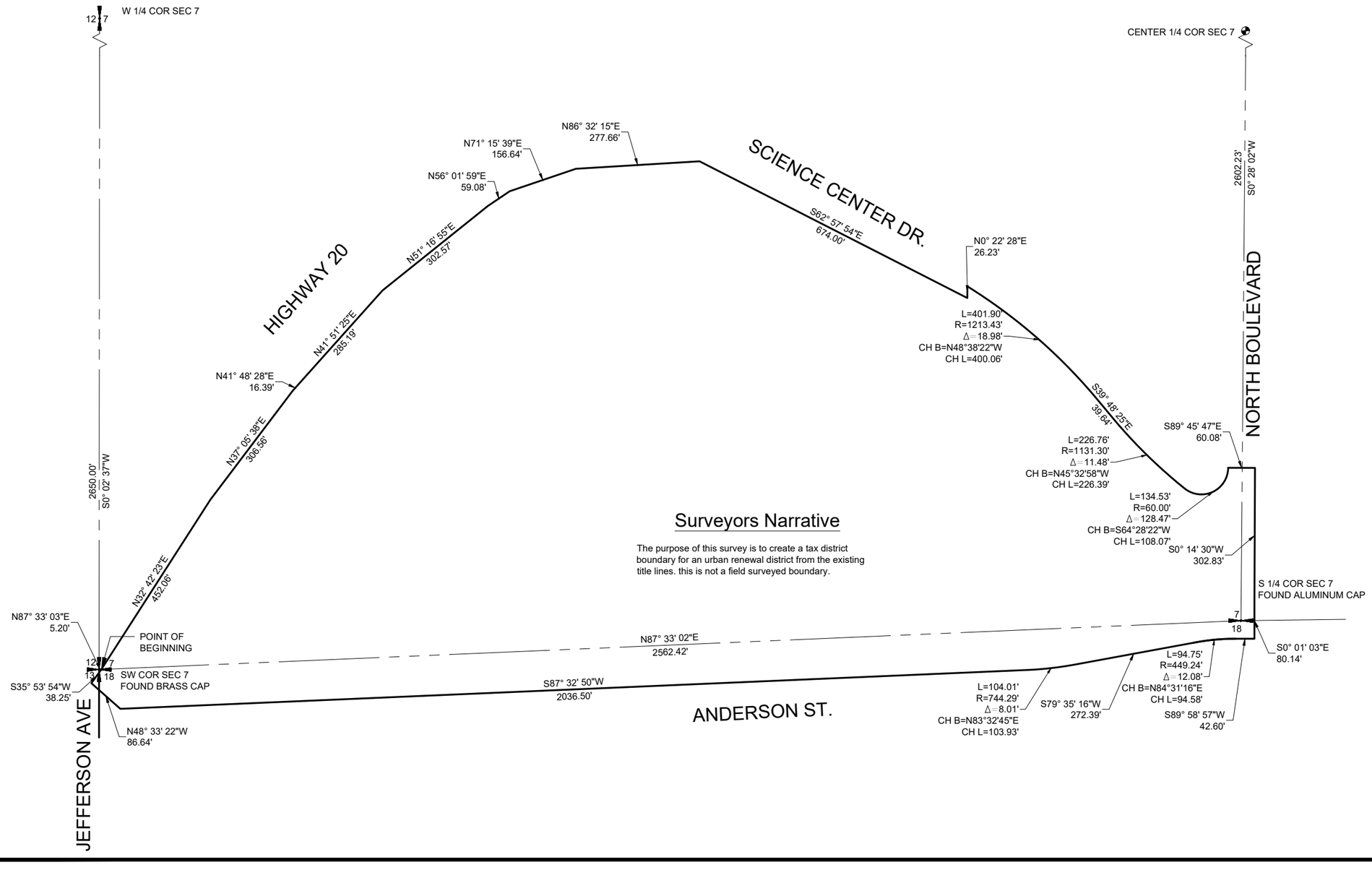
Boundary Map of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft. (11"X17")

URBAN RENEWAL AREA



Surveyors Narrative

The purpose of this survey is to create a tax district boundary for an urban renewal district from the existing title lines. this is not a field surveyed boundary.

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
CE	HLE	CMJ

JOB NO: 2023-503

DATE: January 19, 2023

REVISIONS	DATE

URBAN RENEWAL AREA DRAWING
CITY OF IF

SEC. 7, T. 2 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 1 SHEETS

Z:\Projects\00-2023 Projects\23-503 City of IF - Boundary Desc\3-CAD\Survey\23-503 CITY OF IF.dwg

Attachment 2

Legal Description of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area

EXHIBIT "A"

PART OF THE SW ¼ OF SECTION 7 AND NW ¼ OF SECTION 18, TOWNSHIP 2 N., RANGE 38 E. BOISE MERIDIAN, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW ¼ CORNER OF SECTION 7; THENCE N 87° 33' 02" E 5.20 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT OF WAY OF HIGHWAY 20 THE FOLLOWING SEVEN (7) COURSES (1) N 32° 42' 23" E 452.06 FEET; THENCE (2) N 37° 05' 38" E 306.56 FEET; THENCE (3) N 41° 48' 28" E 16.39 FEET; THENCE (4) N 41° 51' 25" E 285.19 FEET; THENCE (5) N 51° 16' 55" E 302.57 FEET; THENCE (6) N 56° 01' 59" E 59.08 FEET; THENCE (7) N 71° 15' 39" E 156.64 FEET; THENCE N 86° 32' 15" E 277.66 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES (1) S 62° 57' 54" E 674.00 FEET; (2) N 00° 22' 28" E 26.23 FEET TO A NON-TANGENT CURVE; THENCE ALONG THE SOUTHERN RIGHT OF WAY OF SCIENCE CENTER DRIVE THE FOLLOWING THREE (3) COURSES THENCE (1) EASTERLY 401.90 FEET ALONG SAID CURVE TO THE RIGHT CURVE DATA= DELTA: 18° 58' 36.08", RADIUS: 1213.43 FEET, CHORD BEARING S 48° 38' 22" E 400.06 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE (2) S 39° 48' 25" E 39.64 FEET TO THE BEGINNING OF A CURVE; THENCE (3) EASTERLY 226.76 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 11° 29' 05.00", RADIUS: 1131.30 FEET, CHORD BEARING S 45° 32' 57" E 226.39 FEET TO A NON-TANGENT CURVE; THENCE EASTERLY 134.53 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 128° 28' 17.00", RADIUS: 60.00 FEET, CHORD BEARING N 64° 28' 22" E 108.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE STARTING ON THE WESTERN RIGHT OF WAY OF NORTH BOULEVARD; THENCE S 89° 45' 47" E 60.08 FEET TO THE EASTERN RIGHT OF WAY OF NORTH BOULEVARD ; THENCE S 00° 14' 30" W 302.83 FEET ALONG SAID RIGHT OF WAY; THENCE S 00° 01' 03" E 80.14 FEET TO THE SOTHERN RIGHT OF WAY OF ANDERSON STREET; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX (6) COURSES (1) S 89° 58' 57" W 42.60 FEET TO A NON-TANGENT CURVE; THENCE (2) NORTHERLY 94.75 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 12° 05' 04.85", RADIUS: 449.24 FEET, CHORD BEARING S 84° 31' 16" W 94.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE (3) S 79° 35' 16" W 272.39 FEET TO A NON-TANGENT CURVE; THENCE (4) SOUTHERLY 104.01 FEET ALONG SAID CURVE TO THE RIGHT CURVE DATA= DELTA: 08° 00' 25.17", RADIUS: 744.29 FEET, CHORD BEARING S 83° 32' 45" W 103.93 FEET; THENCE (5) S 87° 32' 50" W 2036.50 FEET; THENCE (6) N 48° 33' 22" W 86.64 FEET; THENCE N 35° 53' 54" E 38.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.903 ACRES MORE OR LESS

Attachment 3

Private Properties Which May Be Acquired by the Agency

1. The Agency has not identified any particular parcel for the construction of public improvements or for private redevelopment. Properties which may be subject to acquisition include parcels to:

   a) assemble with adjacent parcels to facilitate development and/or redevelopment;
   b) assemble with adjacent rights-of-way to improve configuration and enlarge parcels for development and/or redevelopment;
   c) reconfigure sites for development and possible extension of streets or pathways;
   d) assemble for future transfer to qualified developers to facilitate the development of mixed higher density residential and pedestrian oriented areas; or
   e) assemble for the construction of certain public improvements, including but not limited to streets, streetscapes, water and sewer improvements, natural gas facility improvements, electrical facility improvements, fiber optic improvements, pedestrian/bike paths and trails, and other public facilities.

2. The Agency reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.

3. The Agency reserves the right to acquire property needed to provide adequately sized sites for high priority projects for the development of public improvements (the exact location of which has not been determined)**.**

4. Other parcels may be acquired for the purpose of facilitating catalyst or demonstration projects, constructing public parking, constructing new streets or pathways, enhancing public spaces, or to implement other elements of the urban renewal plan strategy and/or any master plan for the Project Area.

Attachment 4

Map Depicting Expected Land Uses and Current Zoning Within Revenue Allocation Area and Project Area

ImagineIF Comprehensive Plan 2022

Black Feather

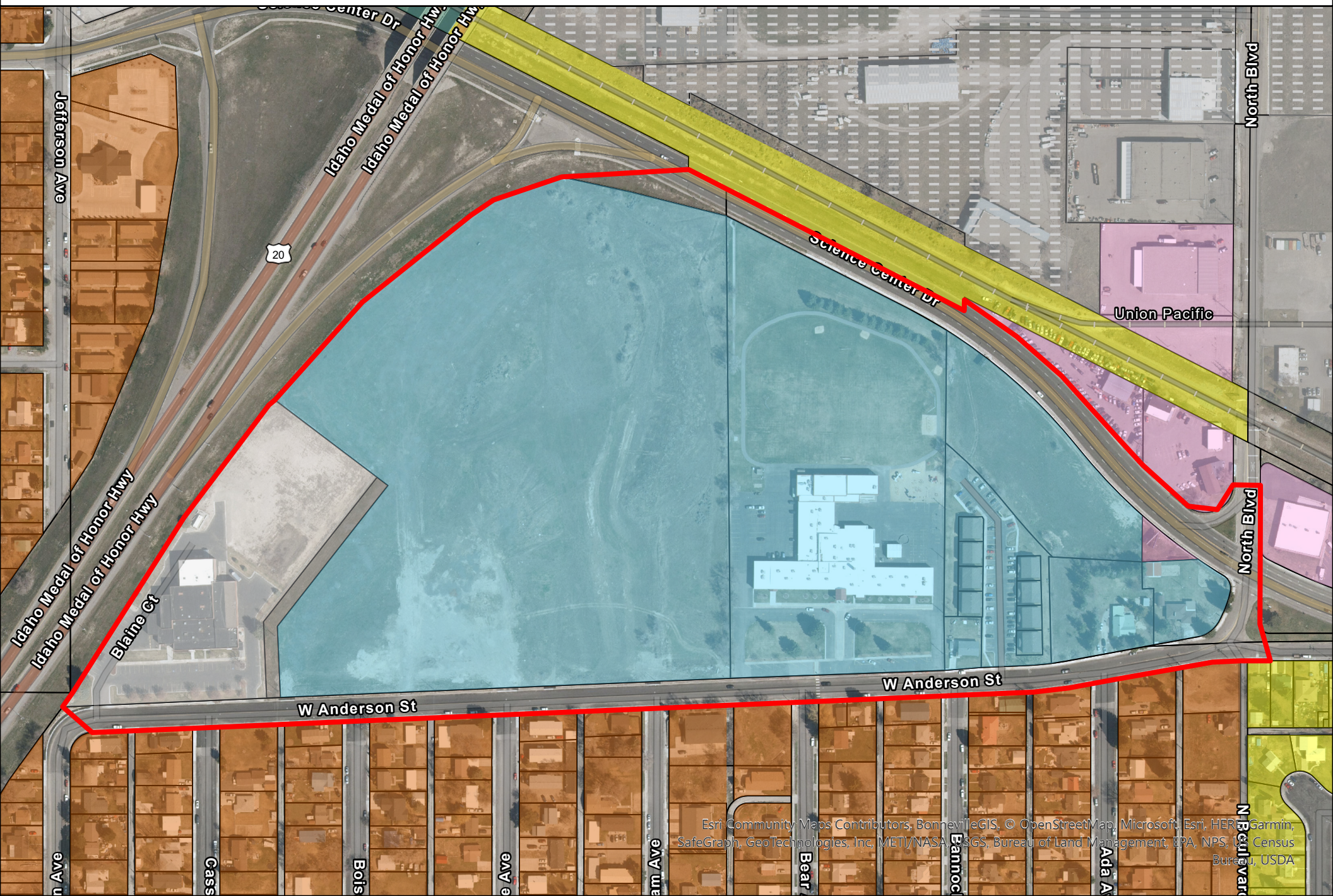
1 NATURAL and OPEN SPACE
3 INDUSTRIAL
4 SUBURBAN
5 GENERAL URBAN
6 MIXED USE CENTERS and CORRIDORS
7 URBAN CORE
8 SPECIAL USE



Zoning

Black Feather Area

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



Attachment 5

Economic Feasibility Study

ATTACHMENT 5
ANDERSON BUSH ECONOMIC FEASIBILITY STUDY
January, 2023

Purpose of Study

The purpose of this economic feasibility study is to determine if the private development envisioned in the potential Anderson Bush revenue allocation area (the "Anderson Bush Project Area") will be sufficient to finance the public improvements requested by the Developer (defined below) and funded by the Idaho Falls Redevelopment Agency ("IFRA" or "Agency"). This study relies on estimates provided by the Developer for site remediation and development costs, public infrastructure, and the value and timing of private investments, including assessed valuation and potential annual increases in valuation. This information was supplemented by discussions with the City of Idaho Falls staff and Bonneville County.

Description of Project

The Developer, Blacktail West LLC, or its successor or assignee (the "Developer"), is planning to construct an apartment complex with 156 units of affordable housing in ten buildings on approximately seven acres north of and adjacent to West Anderson Street. The site is west of A. H. Bush Elementary School. This will be a Section 42 housing project which provides tax credits to investors who build affordable housing. Idaho Code Section 63-205A addresses market value of Section 42 housing for assessment purposes:

> The market value for assessment purposes of section 42 low-income housing shall be determined by the county assessor using the following criteria:
>
> (a) The sales comparison approach using rent restricted properties, the cost approach, and the income approach, shall be considered in valuing section 42 low-income properties. The cost approach shall include an economic obsolescence factor associated with the income and rent restrictions provided with each development's tax credit regulatory agreement with the Idaho housing and finance association. The three (3) approaches will be reconciled into a single property value.

Idaho Code Section 63-205A.

The Developer estimates the costs to construct the apartment complex will exceed $42 million dollars, and, under the income approach, the project will be valued at $19.5 million. Construction is scheduled to start in July, 2023, and the Certificate of Occupancy is projected to be issued in February, 2025. Development costs include the necessary basalt rock removal, utilities, and roadway improvements. The Developer was involved on a similar project with 72 housing units on Lomax Street. The construction cost for the 72 units was approximately $11 million and the present assessed value, according to the Bonneville County parcel viewer and Manatron, is $6,387,506.

To be able to financially complete this project, the Developer has requested the assistance of IFRA to fund, through reimbursement, potentially eligible costs for certain public infrastructure improvements including rock excavation and removal, utility trenching, structural fill, roadway improvements, and Anderson Street improvements. The eligible development costs, including rock removal, will be initially funded by the Developer and, through the parameters contained in a to be negotiated owner participation agreement (OPA), reimbursed by the Agency from increment tax revenues generated by the apartment complex. If the apartment complex is not completed or generates less tax increment revenue than anticipated, the reimbursement, if any, will also be curtailed.

Summary of Findings

Depending on the increase in assessed values over the twenty years of the revenue allocation area, the timing of development and the annual levy rate, the project is projected to generate approximately $3,000,000 in tax increment revenues between 2023 and 2043.[1] In addition, it is anticipated the Anderson Bush Project Area will be loaned a maximum of $30,000, pursuant to an inter-district loan from unpledged, surplus funds in the River Commons Project Area, for administration costs in the formative years. The urban renewal planning costs of preparing the necessary documents have been initially funded by the Developer and will be reimbursed by the project revenues.

The total public improvement projects costs are anticipated to be approximately $2,500,000, including the estimated eligible costs to be reimbursed to the Developer ($2,255,000) and those public improvement projects in the later portion of the RAA's life and administered by a public agency ($225,000), as further described below. In addition to reimbursements for $2,255,000 for costs requested by the Developer, the OPA will provide for reimbursement to the Developer for the monies committed to IFRA in a Memorandum of Understanding (MOU) to finance the work to create an urban renewal plan and revenue allocation area. This MOU reimbursement increases the reimbursement to the Developer by approximately $40,000 for a total reimbursement of approximately $2,300,000. The projections also include the repayment of $30,000 to the River Commons Project Area for a proposed inter-district loan for administration costs. In addition to reimbursements requested by Developer, it is estimated there is need for $225,000 for public right-of-way and sidewalk (including school sidewalk) improvements.

Summary of Projects

The table below lists the projects, projected time periods, and estimated costs. The costs are in 2022 dollars and may, therefore, increase over time.

Projects Within Anderson Bush Project Area[2]

Project Description	Estimated Cost	Estimated Timing
Rock excavation and structural fill (Developer)	$1,150,000	2023-24
Utility trenching for public utilities (Developer)	$680,000	2023-24
Roadway improvements on site (Developer)	$260,000	2023-24
Anderson Street improvements (Developer)	$165,000	2023-24
Other right-of-way, sidewalk, public utility improvements	$225,000	2032 -2042
Total	$2,480,000	

Presently the project requests of the Developer total $2,255,000. Specific project funding requests will be reviewed by the IFRA Board prior to the development of the OPA and will be further described and identified in that process. It is anticipated the costs for eligible improvements completed by the Developer will be reimbursed under the OPA as will advances paid by the Developer under the MOU.

[1] The termination date in the Plan is December 31, 2043, recognizing that IFRA will receive revenues in the year following the termination date. The projections, based on an annual 2% increase in valuation, indicate the project will be feasible as of 2042, and, therefore, projections through the duration of the Plan and Project Area were not necessary. If the increase in value for the development is 1% annually, revenues in 2043 indicate the project is still feasible. It may be feasible with an annual increase of 0.5%, if a portion of the revenues received in 2044 are also allocated to the Developer.

[2] The sources of the estimated costs are Blacktail West LLC (the Developer) and the staff of the City of Idaho Falls.

Levy Rates

The levy rates for the Anderson Bush Project Area are based on the Manatron system of Bonneville County, November, 2022. These levy rates were verified with the publication entitled *2022 Bonneville County Levies Based on Each $1.00 Market Value,* which is found on the Bonneville County website, in December, 2022. The 2022 levy rates were reduced by 22 percent from 2021 levy rates. The 2022 levy rates are:

Taxing Districts	**Levy Rate**
Bonneville County	0.002728941
Idaho Falls	0.006036944
School District No. 91	NA
Flood Control	0.000004475
Lincoln Cemetery	0.000004903
Ambulance	0.000228589
College of Eastern Idaho	0.000095065
Total	0.009098917

SOURCE: Manatron system of Bonneville County; Municipal Services, City of Idaho Falls; email from Peggy Manning, Bonneville County Clerk.

In the projections below, the levy rate is reduced annually by one percent. Such an approach is taken to be conservative in the projections.

Approach of Study

The Anderson Bush Project Area will consist of the area shown in the aerial below. It is bounded by U. S. 20 on the west, Anderson Street on the south, North Boulevard on the east, and Science Center Drive on the north. Properties north of Science Drive are not included in the proposed project area.



Estimated Tax Increment Revenues with an Increase of 2% in Valuation of Section 42 Housing

Below is the estimated tax increment revenue to be generated by the apartment complex of 156 units. It is anticipated the assessed value of the apartment complex will increase by 2% annually. Annual rent increases of 1% to 2% are not uncommon.[3] There is also an inflationary increase (1% annually) in value estimated for the properties not anticipated to be substantially improved in the RAA. The table below only estimates the tax increment to be received, not other possible revenues, such as loans, brownfield grants, or other governmental programs.

Year	Total Assessed Valuation Existing Parcels	Estimated Valuation of Apartment Development	Estimated Assessed Valuation Project Area	Estimated Valuation Minus Base Value	Levy Rate	Estimated Tax Increment Revenue Blacktail	Estimated Tax Increment Revenue Project Area
2023	$6,425,722		$6,425,722	$0	0.0090981700		$0
2024	$6,489,979		$6,489,979	$64,257	0.0090071883		$579
2025	$6,554,879	$0	$6,554,879	$129,157	0.0089171164		$1,152
2026	$6,620,428	$0	$6,620,428	$194,706	0.0088279453		$1,719
2027	$6,686,632	$19,500,000	$26,186,632	$19,760,910	0.0087396658	$170,423	$172,704
2028	$6,753,498	$19,890,000	$26,643,498	$20,217,776	0.0086522691	$172,094	$174,930
2029	$6,821,033	$20,287,800	$27,108,833	$20,683,111	0.0085657465	$173,780	$177,166
2030	$6,889,244	$20,693,556	$27,582,800	$21,157,078	0.0084800890	$175,483	$179,414
2031	$6,958,136	$21,107,427	$28,065,563	$21,639,841	0.0083952881	$177,203	$181,673
2032	$7,027,718	$21,529,576	$28,557,293	$22,131,571	0.0083113352	$178,940	$183,943
2033	$7,097,995	$21,960,167	$29,058,162	$22,632,440	0.0082282219	$180,693	$186,225
2034	$7,168,975	$22,399,371	$29,568,345	$23,142,623	0.0081459396	$182,464	$188,518
2035	$7,240,664	$22,847,358	$30,088,022	$23,662,300	0.0080644802	$184,252	$190,824
2036	$7,313,071	$23,304,305	$30,617,376	$24,191,654	0.0079838354	$186,058	$193,142
2037	$7,386,202	$23,770,391	$31,156,593	$24,730,871	0.0079039971	$187,881	$195,473
2038	$7,460,064	$24,245,799	$31,705,863	$25,280,141	0.0078249571	$189,722	$197,816
2039	$7,534,664	$24,730,715	$32,265,379	$25,839,657	0.0077467075	$191,582	$200,172
2040	$7,610,011	$25,225,329	$32,835,340	$26,409,618	0.0076692405	$193,459	$202,542
2041	$7,686,111	$25,729,836	$33,415,947	$26,990,225	0.0075925481	$195,355	$204,925
2042	$7,762,972	$26,244,433	$34,007,405	$27,581,683	0.0075166226	$197,269	$207,321
						$2,936,658	$3,040,236

SOURCE: Bonneville County Parcel Viewer for total assessed value of Anderson Bush project area, November, 2022. Confirmed with Manatron records, Bonneville County.

The following assumptions were made to generate estimated tax increment revenues:

1. The Certificate of Occupancy for the apartment complex will be granted in February, 2025. Therefore, the full value of the complex may not be reflected in the tax rolls until 2026, with revenue allocation proceeds flowing to the Agency in 2027. No attempt was made to determine any estimated tax prior to 2027.
2. The mill levy will decrease by 1% annually.
3. The value of the new development will increase by 2% annually.
4. The increase in valuation for the existing parcels, those parcels not developed by Blacktail West LLC, will be 1% annually.

[3] SOURCE: Blacktail West LLC and Westmont Advisors, westmontadvisors.com, FAQ for LIHTC/Tax Credit Tenants.

5. The assessed valuation of new development reflects the estimate of the Developer which is $19,500,000.

The table above only considers revenues generated by tax increment. There are other potential sources of funding. Such sources could be funds generated by one or more of the following programs:

1. Local improvement district,
2. Business improvement district,
3. Development impact fees,
4. Franchise fees,
5. Grants from non-profits,
6. Grants from federal, state, local, or regional governmental entities,
7. Bonds, notes, and/or loans for public infrastructure,
8. Improvements and payments made or advance funded by developers.

The revenues, projected costs of projects, and timing are based on IFRA's present knowledge and on the information from the Developer, Bonneville County, and the City of Idaho Falls.

Anticipated Revenues and Expenses with 2% Increase in Section 42 Housing

The following table illustrates anticipated revenues and the uses of the funds in the proposed RAA:

Year	Estimated Revenues RAA	Revenues From Blacktail	Debt Service (OPA) 80%	Administration (10% of revenues after 2027)	Repayment of $30K Loan from RAA	Funding for Additional Public Projects
2023	$38,000			$30,000		
2024	$30,579			$20,000		$10,579
2025	$1,152			$6,000		$1,152
2026	$1,719			$6,000		$1,719
2027	$172,704	$170,423	$136,339	$6,000	$15,000	$15,365
2028	$174,930	$172,094	$137,675	$17,493	$15,000	$4,762
2029	$177,166	$173,780	$139,024	$17,717		$20,425
2030	$179,414	$175,483	$140,387	$17,941		$21,086
2031	$181,673	$177,203	$141,762	$18,167		$21,743
2032	$183,943	$178,940	$143,152	$18,394		$22,397
2033	$186,225	$180,693	$144,555	$18,623		$23,048
2034	$188,518	$182,464	$145,971	$18,852		$23,695
2035	$190,824	$184,252	$147,402	$19,082		$24,340
2036	$193,142	$186,058	$148,846	$19,314		$24,982
2037	$195,473	$187,881	$150,305	$19,547		$25,621
2038	$197,816	$189,722	$151,778	$19,782		$26,257
2039	$200,712	$191,582	$153,265	$20,071		$27,376
2040	$202,542	$193,459	$154,767	$20,254		$27,521
2041	$204,925	$195,355	$156,284	$20,493		$28,148
2042	$207,321	$197,269	$110,000	$20,732		$76,589
	$3,108,778		$2,301,511	$354,462	$30,000	$426,804

The following assumptions were made to generate this table:

1. The Developer advanced $38,000 under the MOU to finance the eligibility study and the urban renewal plan.
2. The inter-district loan from the River Commons Project Area will be in the estimated amount of $30,000 to the Anderson Bush Project Area to cover administrative costs in the initial years. These initial costs are shown as $6,000 per year. The $38,000 advanced by the Developer will be expended in 2023-24 for costs to prepare the necessary documents to create the urban renewal plan.
3. The Developer costs for qualifying expenses will be repaid with tax increment generated by the apartment complex upon completion and placement on the tax rolls. The repayment will be covered by an owner participation agreement (OPA), and the revenues generated by the development will be the only source of repayment.
4. For purposes of the economic feasibility study, 80% of the tax increment from the development will be committed to repay the Developer, and a payment of 80% is reflected under the table above. The repayment of the $30,000 to River Commons will be from the 20% anticipated to be retained by the Agency for administration and public projects.

5. Ten percent of the total increment will be used to cover administrative expenses. In 2027-28, the amount retained by the Agency will be the source to repay River Commons.
6. For purposes of this study, repayment to the Developer is estimated to be approximately $2,300,000, which covers the estimated costs for rock excavation and removal, utility trenching and sewer lift station, structural fill, roadway improvements, Anderson Street improvements, and the advanced funds under the MOU.
7. Funds not necessary for administration or repayment to the Developer may be accumulated to repay debt service earlier than anticipated and close the Anderson Bush Project Area or to fund additional public improvements. Such public improvements include right-of-way improvements including curb replacement and sidewalk repair and replacement (including portions of sidewalks at A. H. Bush Elementary School).
8. It is assumed the public projects will be paid initially by the Developer and repaid through an OPA or completed on a pay-as-you-go process, especially in the later years of the RAA. A loan from a bank or a federal grant may be another funding source.

Provided the development proceeds as presently projected, this proposed Anderson Bush Project Area will have tax increment revenues to repay the Developer the costs for the necessary improvements to assure the construction of an apartment complex with 156 units. In addition, there will be sufficient tax increment in later years to repair or replace curbs and sidewalks in the Anderson Bush Project Area. This project is economically feasible and will benefit the area immediately south of Science Center Drive east of U.S. 20.

Cash Flow Assuming Blacktail Development Increases 2% Annually

The following page contains the cash flow analysis if the development increases in assessed value 2% annually and the Owner Participation Agreement (OPA) commits 80% of the increment from the development to repaying the Developer.

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Cash on hand	$0	$8,000	$18,579	$13,731	$9,450	$24,815	$29,577	$50,002	$71,088	$92,832
Revenues										
Tax increment	$0	$579	$1,152	$1,719	$172,704	$174,930	$177,166	$179,414	$181,673	$183,943
Developer advance	$38,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interdistrict loan	$0	$30,000	$0	$0	$0	$0	$0	$0	$0	$0
Total Revenues	$38,000	$30,579	$1,152	$1,719	$172,704	$174,930	$177,166	$179,414	$181,673	$183,943
Total Funds Available	$38,000	$38,579	$19,731	$15,450	$182,154	$199,745	$206,743	$229,416	$252,761	$276,775
Use of Funds										
Debt Service	$0	$0	$0	$0	$136,339	$137,675	$139,024	$140,387	$141,762	$144,555
Repayment of loan	$0	$0	$0	$0	$15,000	$15,000	$0	$0	$0	$0
Administration	$30,000	$20,000	$6,000	$6,000	$6,000	$17,493	$17,717	$17,941	$18,167	$18,623
Total Use of Funds	$30,000	$20,000	$6,000	$6,000	$157,339	$170,168	$156,741	$158,328	$159,929	$163,178
Balance	$8,000	$18,579	$13,731	$9,450	$24,815	$29,577	$50,002	$71,088	$92,832	$113,597
	2033	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**
Cash on hand	$113,597	$61,644	$85,339	$34,679	$59,661	$85,282	$36,538	$63,374	$90,895	$119,043
Revenues										
Tax increment	$186,225	$188,518	$190,824	$193,142	$195,473	$197,816	$200,172	$202,542	$204,925	$207,321
Developer advance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interdistrict loan	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Revenues	$186,225	$188,518	$190,824	$193,142	$195,473	$197,816	$200,172	$202,542	$204,925	$207,321
Total Funds Available	$299,822	$250,162	$276,163	$227,821	$255,134	$283,098	$236,710	$265,916	$295,820	$326,364
Use of Funds										
Debt Service	$144,555	$145,971	$147,402	$148,846	$150,305	$151,778	$153,265	$154,767	$156,284	$110,000
Repayment of loan	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Administration	$18,623	$18,852	$19,082	$19,314	$19,547	$19,782	$20,071	$20,254	$20,493	$20,732
Public improvements	$75,000	$0	$75,000	$0	$0	$75,000	$0	$0	$0	$0
Total Use of Funds	$238,178	$164,823	$241,484	$168,160	$169,852	$246,560	$173,336	$175,021	$176,777	$130,732
Balance	$61,644	$85,339	$34,679	$59,661	$85,282	$36,538	$63,374	$90,895	$119,043	$195,632

Ten Percent Limitation on Assessed Valuation within Revenue Allocation Area

Idaho statutes limit the assessed valuation permitted in a revenue allocation area. The combined base assessment rolls are not to exceed at any time ten percent of the current assessed valuation of all taxable property within the municipality.

> "Revenue allocation area" means that portion of an urban renewal area .... where the equalized assessed valuation (as shown on the taxable property assessment rolls) of which the local governing body has determined, on and as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project .... The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.

Idaho Code Section 50-2903(15).

The Data Processing Department of Bonneville County provided the City of Idaho Falls assessed value as well as the adjusted base of the existing urban renewal areas/revenue allocation areas in July, 2022.

Statutory Ten Percent Limitation Analysis		
Area	Assessed Value	Percentage
City of Idaho Falls	$7,009,313,999	
10%	$700,931,399	
	Adjusted Base	
River Commons RAA	$272,621	
Eagle Ridge RAA	$7,378,925	
Jackson Hole Junction RAA	$398,710	
Pancheri East Bank RAA	$7,301,157	
Anderson Bush Proposed RAA	$6,425,722	
Total Assessed Base RAAs	$21,777,135	0.31%

SOURCE: Bonneville County Data Processing, July, 2022. PM106-2020 Annual Assessed Value, Real Property, Personal Property, Mobile Home. URD055, Urban Renewal by Pin within TAG. The source material refers to the revenue allocation areas (RAA) as urban renewal areas (URA) since the revenue allocation area corresponds to the urban renewal boundaries.

The total adjusted base of the existing RAAs and the Anderson Bush Project Area will not exceed the ten percent limitation. The base of all RAAs, including the new Pancheri East Bank Project Area and this proposal for Anderson Bush, will be less than 1% of the assessed valuation of Idaho Falls, easily less than $700,931,399 or ten percent of the current assessed valuation of all taxable property with in the City of Idaho Falls. The estimated base value of the Anderson Bush Project Area is based on the total assessed values as shown on the Bonneville County parcel viewer and the Manatron system of Bonneville County.

Alternative: 1% Increase in Valuation of Section 42 Housing Project

Below is the alternative if the development only increases 1% annually. The Developer has stated a three percent increase is realistic in his experience (based on increases in real estate taxes); however, the income approach may suggest annual assessed valuations may be lower than generally used in financial feasibility studies.

Estimated Tax Increment Revenues with 1% Increase in Valuation

Below is the estimated tax increment revenue to be generated by the apartment complex of 156 units if the assessed valuation increases annually by one percent. Only tax increment is projected, not other sources of income.

Year	Total Assessed Valuation Existing Parcels	Estimated Valuation of Apartment Development	Estimated Assessed Valuation Project Area	Estimated Valuation Minus Base Value	Levy Rate	Estimated Tax Increment Revenue Blacktail Only	Estimated Tax Increment Revenue Project Area
2023	$6,425,722		$6,425,722	$0	0.0090981700		
2024	$6,489,979		$6,489,979	$64,257	0.0090071883		$579
2025	$6,554,879	$0	$6,554,879	$129,157	0.0089171164		$1,152
2026	$6,620,428	$0	$6,620,428	$194,706	0.0088279453		$1,719
2027	$6,686,632	$19,500,000	$26,186,632	$19,760,910	0.0087396658	$170,423	$172,704
2028	$6,753,498	$19,695,000	$26,448,498	$20,022,776	0.0086522691	$170,406	$173,242
2029	$6,821,033	$19,891,950	$26,712,983	$20,287,261	0.0085657465	$170,389	$173,776
2030	$6,889,244	$20,090,870	$26,980,113	$20,554,391	0.0084800890	$170,372	$174,303
2031	$6,958,136	$20,291,778	$27,249,914	$20,824,192	0.0083952881	$170,355	$174,825
2032	$7,027,718	$20,494,696	$27,522,413	$21,096,691	0.0083113352	$170,338	$175,342
2033	$7,097,995	$20,699,643	$27,797,638	$21,371,916	0.0082282219	$170,321	$175,853
2034	$7,168,975	$20,906,639	$28,075,614	$21,649,892	0.0081459396	$170,304	$176,359
2035	$7,240,664	$21,115,706	$28,356,370	$21,930,648	0.0080644802	$170,287	$176,859
2036	$7,313,071	$21,326,863	$28,639,934	$22,214,212	0.0079838354	$170,270	$177,355
2037	$7,386,202	$21,540,131	$28,926,333	$22,500,611	0.0079039971	$170,253	$177,845
2038	$7,460,064	$21,755,533	$29,215,597	$22,789,875	0.0078249571	$170,236	$178,330
2039	$7,534,664	$21,973,088	$29,507,752	$23,082,030	0.0077467075	$170,219	$178,810
2040	$7,610,011	$22,192,819	$29,802,830	$23,377,108	0.0076692405	$170,202	$179,285
2041	$7,686,111	$22,414,747	$30,100,858	$23,675,136	0.0075925481	$170,185	$179,755
2042	$7,762,972	$22,638,895	$30,401,867	$23,976,145	0.0075166226	$170,168	$180,220
2043	$7,840,602	$22,865,284	$30,705,886	$24,280,164	0.0074414564	$170,151	$180,680
						$2,894,883	$3,008,989

The assumptions are summarized below:

1. Revenue will not flow to the Agency until 2027.
2. The mill levy will decrease by 1% annually.
3. The value of new construction will increase by 1% annually.
4. The value of the parcels not improved by Blacktail West LLC will increase by 1% annually.
5. The assessed valuation of new construction has been provided by the Developer and is $19,500,000.

Anticipated Revenues and Expenses, 1% Increase in Annual Valuation

The table below illustrates the anticipated revenues and uses of funds in the proposed RAA:

Year	Estimated Revenues	Revenues From Blacktail	Debt Service (OPA) 85%	Administration (10% of revenues after 2027)	Repayment $30K Loan from RAA	Funding for Additional Public Projects
2023	$38,000			$30,000		
2024	$30,579			$20,000		$10,579
2025	$1,152			$6,000	1,000	$1,152
2026	$1,719			$6,000	2,000	$1,719
2027	$172,704	$170,423	$144,860	$6,000	$19,000	$2,844
2028	$173,242	$170,406	$144,845	$17,324	$8,000	$3,073
2029	$173,776	$170,389	$144,831	$17,378		$11,567
2030	$174,303	$170,372	$144,817	$17,430		$12,056
2031	$174,825	$170,355	$144,802	$17,483		$12,541
2032	$175,342	$170,338	$144,788	$17,534		$13,020
2033	$175,853	$170,321	$144,773	$17,585		$13,495
2034	$176,359	$170,304	$144,759	$17,636		$13,964
2035	$176,859	$170,287	$144,744	$17,686		$14,429
2036	$177,355	$170,270	$144,730	$17,735		$14,890
2037	$177,845	$170,253	$144,715	$17,784		$15,345
2038	$178,330	$170,236	$144,701	$17,833		$15,796
2039	$178,810	$170,219	$144,686	$17,881		$16,243
2040	$179,285	$170,202	$144,672	$17,928		$16,684
2041	$179,755	$170,185	$144,657	$17,975		$17,122
2042	$180,220	$170,168	$130,000	$18,022		$32,198
2043	$180,680	$170,151	$0	$18,068		$162,612
	$3,076,990		$2,301,379	$351,284	$30,000	$401,327

The assumptions under this scenario echo those under the 2% increase outlined above.

The assumptions are:

1. The Developer advanced $38,000 to finance the eligibility study and urban renewal plan and will be repaid from the tax increment generated by the project pursuant to the OPA.
2. The inter-district loan is more realistically $27,000, although the table above illustrates a repayment of $30,000 prior to 2029. A portion of the loan is used for its repayment.
3. The revenues generated by the housing complex will be the only source of repayment to the Developer. The financing for qualifying public improvements and the repayment will be covered in an owner participation agreement (OPA).
4. 85% of the tax increment generated by the development will be dedicated to repaying the Developer and is reflected in the table above. The remaining fifteen percent of the increment will be used for administration, repaying the inter-district loan, and possibly fund additional eligible public improvements.
5. It is assumed public projects will be paid initially by the Developer and repaid through an OPA.

Cash Flow Analysis with a 1% Annual Increase

The following is the cash flow analysis assuming the assessed valuation of the new development increases 1% annually. In this scenario, 85% of the increment from the development is allocated to repaying the developer for approved expenses.

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Cash on hand	$0	$8,000	$18,579	$12,731	$8,450	$11,294	$14,367	$25,934	$37,990	$50,530	
Revenues											
Tax increment	$0	$579	$1,152	$1,719	$172,704	$173,242	$173,776	$174,303	$174,825	$175,342	
Developer advance	$38,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Interdistrict loan	$0	$30,000	$0	$0	$0	$0	$0	$0	$0	$0	
Total Revenues	$38,000	$30,579	$1,152	$1,719	$172,704	$173,242	$173,776	$174,303	$174,825	$175,342	
Total Funds Available	$38,000	$38,579	$19,731	$14,450	$181,154	$184,536	$188,143	$200,237	$212,815	$225,872	
Use of Funds											
Debt Service	$0	$0	$0	$0	$144,860	$144,845	$144,831	$144,817	$144,802	$144,788	
Repayment of loan	$0	$0	$1,000	$2,000	$19,000	$8,000	$0	$0	$0	$0	
Administration	$30,000	$20,000	$6,000	$4,000	$6,000	$17,324	$17,378	$17,430	$17,483	$17,534	
Total Use of Funds	$30,000	$20,000	$7,000	$6,000	$169,860	$170,169	$162,209	$162,247	$162,285	$162,322	
Balance	$8,000	$18,579	$12,731	$8,450	$11,294	$14,367	$25,934	$37,990	$50,530	$63,550	

	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Cash on hand	$63,550	$77,045	$16,009	$30,438	$45,328	$10,674	$26,470	$42,713	$9,398	$26,521	$8,719
Revenues											
Tax increment	$175,853	$176,359	$176,859	$177,355	$177,845	$178,330	$178,810	$179,285	$179,755	$180,220	$180,680
Developer advance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interdistrict loan	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Revenues	$175,853	$176,359	$176,859	$177,355	$177,845	$178,330	$178,810	$179,285	$179,755	$180,220	$180,680
Total Funds Available	$239,403	$253,404	$192,868	$207,793	$223,173	$189,004	$205,280	$221,998	$189,153	$206,741	$189,399
Use of Funds											
Debt Service	$144,773	$144,759	$144,744	$144,730	$144,715	$144,701	$144,686	$144,672	$144,657	$130,000	$0
Repayment of loan	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Administration	$17,585	$17,636	$17,686	$17,735	$17,784	$17,833	$17,881	$17,928	$17,975	$18,022	$18,068
Public improvements	$0	$75,000	$0	$0	$50,000	$0	$0	$50,000	$0	$50,000	$0
Total Use of Funds	$162,358	$237,395	$162,430	$162,465	$212,499	$162,534	$162,567	$212,600	$162,632	$198,022	$18,068
Balance	$77,045	$16,009	$30,438	$45,328	$10,674	$26,470	$42,713	$9,398	$26,521	$8,719	$171,331

Limitations to Feasibility Study

This study is based on information provided by the Developer as to estimated valuation of the development and potential increases in assessed valuation over time. The projections within this study may be modified substantially by changes in the economy of the Idaho Falls region, significant changes in the tax levies, revisions to applicable legislation, and timing of the development. The total project costs and potential tax increment revenues are estimates.

NOTICE AND PUBLISHED SUMMARY
OF ORDINANCE PURSUANT TO I.C. §50-901(A)

CITY OF IDAHO FALLS ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE ANDERSON BUSH URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND THE AFFECTED TAXING ENTITIES; PROVIDING SEVERABILITY, CODIFICATION, AND PUBLICATION BY SUMMARY; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: It is hereby found and determined that:

(a) The Anderson Bush Project Area as defined in the Anderson Bush Plan is a deteriorated area or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Anderson Bush Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.

(c) There continues to be a need for the Agency to function in the City.

(d) The Anderson Bush Plan conforms to the City's Comprehensive Plan as a whole.

(e) The Anderson Bush Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement recognizing the commercial, public and residential components of the Anderson Bush Plan and the need for public improvements to support the goals of the uses of the area, and shows consideration for the health, safety, and welfare of any children, residents, or businesses in the general vicinity of the urban renewal area covered by the Anderson Bush Plan.

(f) The Anderson Bush Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development, and redevelopment of the urban renewal area by private enterprises.

(g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(l), the Anderson Bush Plan provides a feasible method for relocation obligations of any displaced families

residing within the Anderson Bush Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.

(h) The collective base assessment rolls for the Existing Project Areas and the Anderson Bush Project Area, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.

(i) The Anderson Bush Plan includes the requirements set forth in Idaho Code § 50-2905 with specificity.

(j) The Anderson Bush Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes (if any), land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

(k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code section 50-2018(9) and Idaho Code section 50-2903(8)(f), does not include agricultural operations which have been used for agricultural purposes for three (3) consecutive years.

(l) The portion of the Anderson Bush Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

(m) The portion of the Anderson Bush Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Anderson Bush Project Area includes vacant open land, that the Agency may acquire any open land within the Anderson Bush Project Area but does not intend to do so on any widespread basis, and that the Anderson Bush Project Area is planned to be developed and/or redeveloped in a manner that may include residential and nonresidential uses. Provided, however, the City Council finds that for the portions of the Anderson Bush Project Area deemed to be "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The Anderson Bush Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the March 30, 2023, hearing and incorporate changes or modifications, if any.

SECTION 4: No direct or collateral action challenging the Anderson Bush Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Anderson Bush Plan.

SECTION 5: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Bonneville County Assessor, and to the appropriate officials of Bonneville County Board of County Commissioners, City of Idaho Falls, Bonneville County Ambulance, College of Eastern Idaho, Flood Control District No. 1, Lincoln Cemetery, Idaho Falls School District No. 91, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map indicating the boundaries of the Anderson Bush Project Area.

SECTION 6: The City Council hereby finds and declares that the equalized assessed valuation of the Revenue Allocation Area as defined in the Anderson Bush Plan, is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Anderson Bush Plan.

SECTION 7: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Anderson Bush Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 8: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code section 50-2006 to designate itself as the Agency Board.

SECTION 9: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2023, to the extent permitted by the Act.

SECTION 10: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 11: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 12: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 13: Savings Clause. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

SECTION 14: That pursuant to the affirmative vote of one-half (1/2) plus one (1) of the Members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect upon its passage, approval and publication.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of March 2023.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this _____ day of March 2023.

EXHIBITS TO THE ORDINANCE

Exhibit 1	Resolution of the Planning Commission for the City of Idaho Falls, Idaho, Validating Conformity of the Urban Renewal Plan for the Anderson Bush Urban Renewal Project with the City of Idaho Falls' Comprehensive Plan
Exhibit 2	Notice Published in the *Post Register*
Exhibit 3	Urban Renewal Plan for the Anderson Bush Urban Renewal Project
Exhibit 4	Ordinance Summary

SUMMARY OF ANDERSON BUSH PLAN

The Urban Renewal Plan for the Anderson Bush Urban Renewal Project ("Anderson Bush Plan") was prepared by the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency ("Agency") pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), and all applicable laws and ordinances and was approved by the Agency. The Anderson Bush Plan provides for the Agency to undertake urban renewal projects pursuant to the Law and the Act. The Anderson Bush Plan contains a revenue allocation financing provision pursuant to the Act that will cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the original base assessment roll as of

January 1, 2023, to be allocated to the Agency for the urban renewal purposes. The duration of the Anderson Bush Plan is for twenty (20) years and the Plan includes a termination process.

The general scope and objectives of the Anderson Bush Plan are:

a. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state, and local regulations for storm water discharge and to support private development;

b. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

c. Excavation and removal of basalt representing a significant impediment to development, including excavation and removal as a function of trenching for certain public utilities, particularly sewer system improvements; remediation of existing site conditions representing a significant impediment to development including structural fill as needed to address the unsuitable topography due to a significant slope;

d. The engineering, design, installation, construction, and/or reconstruction of streets and streetscapes, including but not limited to improvements to Anderson Street; improvements creating connectivity between Science Center Drive and Anderson Street, and related pedestrian facilities, curb and gutter, intersection improvements, and traffic signals (if necessary);

e. The engineering, design, installation and/or construction of new local, collector and arterial rights-of way including the establishment of internal street networks to support connectivity within the Project Area, particularly to the northern portion of the Project Area, as well as connectivity with the broader community;

f. The engineering, design, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, including extension of the water distribution system, water capacity improvements, water storage upgrades, sewer system improvements and upgrades, including extension of the sewer collection system, sewer capacity improvements, lift station and improvements, and upgrades to power, gas, fiber optics, communications and other such facilities. To the extent construction of utilities outside of the Project Area are identified, such improvements are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

g. Removal, burying, or relocation of overhead utilities; removal or relocation of underground utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; undergrounding or piping of laterals; addition of fiber optic lines or other communication systems; public parking facilities, and other public improvements, including but not limited

to, fire protection systems, roadways, curbs, gutters, and streetscapes, particularly on Anderson Street near A.H. Bush Elementary School, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, signage, way-finding, bike racks, public art, and similar amenities between the curb and right-of-way line; and other public improvements, including public open spaces that may be deemed appropriate by the Board;

h. The acquisition of real property for public right-of-way improvements, public parks, pedestrian facilities, pathways, and trails and to encourage development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers;

i. The acquisition of real property for utility undergrounding and streetscape improvements to create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers and for qualified developments, including economic development;

j. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;

k. The demolition or removal of certain buildings and/or improvements for public rights-of-way, pedestrian facilities, utility undergrounding and streetscape improvements to encourage and enhance transportation and mobility options, decrease underutilized parcels, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions;

l. The management of any property acquired by and under the ownership and control of the Agency;

m. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;

n. The provision of financial and other assistance to encourage a mix of uses in the Project Area consistent with the Comprehensive Plan;

o. The rehabilitation of structures and improvements by present owners, their successors, and the Agency;

p. The preparation and assembly of adequate sites for the development and construction of facilities for use consistent with the Comprehensive Plan;

q. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines as needed to support implementation of this Plan;

r. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

s. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;

t. The provision for relocation assistance to displaced Project Area occupants, as required by law, or within the discretion of the Agency Board for displaced businesses;

u. Other related improvements to those set forth above as further set forth in Attachment 5.

Any such land uses as described in the Anderson Bush Plan will be in conformance with zoning for the City and City's Comprehensive Plan, Imagine IF, A Plan to Move Idaho Falls Forward Together, as amended, as adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Anderson Bush Plan identifies various public and private improvements which may be made within the Anderson Bush Project Area.

The Anderson Bush Project Area and Revenue Allocation Area herein referred to is generally described as follows:

> An area within the City consisting of approximately 48 acres in size, generally located immediately east of Highway 20, west of North Boulevard, south of Science Center Drive, and north of Anderson Street and more particularly described below:

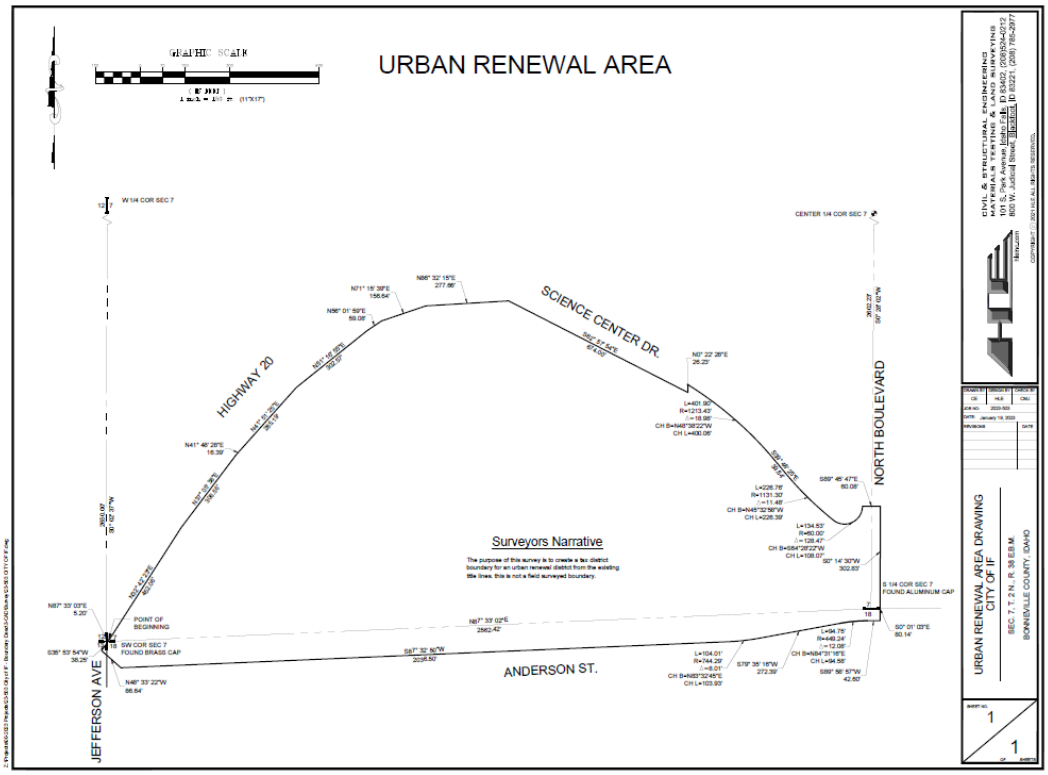
PART OF THE SW ¼ OF SECTION 7 AND NW ¼ OF SECTION 18, TOWNSHIP 2 N., RANGE 38 E. BOISE MERIDIAN, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW ¼ CORNER OF SECTION 7; THENCE N 87° 33' 02" E 5.20 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT OF WAY OF HIGHWAY 20 THE FOLLOWING SEVEN (7) COURSES (1) N 32° 42' 23" E 452.06 FEET; THENCE (2) N 37° 05' 38" E 306.56 FEET; THENCE (3) N 41° 48' 28" E 16.39 FEET; THENCE (4) N 41° 51' 25" E 285.19 FEET;

THENCE (5) N 51° 16' 55" E 302.57 FEET; THENCE (6) N 56° 01' 59" E 59.08 FEET; THENCE (7) N 71° 15' 39" E 156.64 FEET; THENCE N 86° 32' 15" E 277.66 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES (1) S 62° 57' 54" E 674.00 FEET; (2) N 00° 22' 28" E 26.23 FEET TO A NON-TANGENT CURVE; THENCE ALONG THE SOUTHERN RIGHT OF WAY OF SCIENCE CENTER DRIVE THE FOLLOWING THREE (3) COURSES THENCE (1) EASTERLY 401.90 FEET ALONG SAID CURVE TO THE RIGHT CURVE DATA= DELTA: 18° 58' 36.08", RADIUS: 1213.43 FEET, CHORD BEARING S 48° 38' 22" E 400.06 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE (2) S 39° 48' 25" E 39.64 FEET TO THE BEGINNING OF A CURVE; THENCE (3) EASTERLY 226.76 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 11° 29' 05.00", RADIUS: 1131.30 FEET, CHORD BEARING S 45° 32' 57" E 226.39 FEET TO A NON-TANGENT CURVE; THENCE EASTERLY 134.53 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 128° 28' 17.00", RADIUS: 60.00 FEET, CHORD BEARING N 64° 28' 22" E 108.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE STARTING ON THE WESTERN RIGHT OF WAY OF NORTH BOULEVARD; THENCE S 89° 45' 47" E 60.08 FEET TO THE EASTERN RIGHT OF WAY OF NORTH BOULEVARD ; THENCE S 00° 14' 30" W 302.83 FEET ALONG SAID RIGHT OF WAY; THENCE S 00° 01' 03" E 80.14 FEET TO THE SOTHERN RIGHT OF WAY OF ANDERSON STREET; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX (6) COURSES (1) S 89° 58' 57" W 42.60 FEET TO A NON-TANGENT CURVE; THENCE (2) NORTHERLY 94.75 FEET ALONG SAID CURVE TO THE LEFT CURVE DATA= DELTA: 12° 05' 04.85", RADIUS: 449.24 FEET, CHORD BEARING S 84° 31' 16" W 94.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE (3) S 79° 35' 16" W 272.39 FEET TO A NON-TANGENT CURVE; THENCE (4) SOUTHERLY 104.01 FEET ALONG SAID CURVE TO THE RIGHT CURVE DATA= DELTA: 08° 00' 25.17", RADIUS: 744.29 FEET, CHORD BEARING S 83° 32' 45" W 103.93 FEET; THENCE (5) S 87° 32' 50" W 2036.50 FEET; THENCE (6) N 48° 33' 22" W 86.64 FEET; THENCE N 35° 53' 54" E 38.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.903 ACRES MORE OR LESS

The Project Area is also depicted in the map below:



Section 100 includes an introduction, general procedures of the Agency, necessary procedures, the history and current conditions of the Project Area, as well as the purpose of activities, and open land criteria.

Section 200 references the boundaries of the Project Area.

Section 300 discusses the proposed redevelopment actions, participation opportunities and agreements, cooperation with public bodies, property acquisition standards and requirements, relocation, demolition, and property disposition.

Section 400 discusses the type of land uses authorized in the Project Area; provides the real property in the Project Area is subject to the controls and requirements of the Anderson Bush Plan and construction shall comply with applicable federal, state, and local laws and ordinances and Agency development standards; and provides design guidance for development.

Section 500 outlines the general description of the proposed financing methods. Among other sources, the Anderson Bush Plan will utilize revenue allocation financing, authorized by the Act. This statute was approved in 1988 by the Idaho Legislature. Section 503 and Attachment 5 discuss revenue allocation financing and show how such financing has worked and would work in the Project Area in the future if certain new private developments occur as estimated.

Increases in assessed valuation of real and personal property in the Project Area that occur after January 1, 2023, will generate revenue for the Agency to pay project costs. Project costs include street improvements, water and sewer improvements, and other public improvement costs. The assessed valuation of real and personal property on the base assessment roll is still available for use by the other taxing districts, Bonneville County, City of Idaho Falls, Bonneville County Ambulance, College of Eastern Idaho, Flood Control District No. 1, Lincoln Cemetery, and Idaho Falls School District No. 91 to finance their operations. The Anderson Bush Plan authorizes the Agency to sell revenue bonds to finance project costs, developer and/or public entity reimbursement and to use annual revenue allocations to pay the debt service.

The program outlined in the Anderson Bush Plan emphasizes the installation of needed public improvements, street improvements, utility work, and other costs to encourage private development.

Attachment 5 describes in detail the cost and financing methods for complete repayment of the debt incurred used to finance projects and to also fund the additional described activities.

The Anderson Bush Plan follows the underlying zoning classifications of the city of Idaho Falls.

Sections 600 and 700 describe cooperative activities by the Agency with the City to carry out the Anderson Bush Plan.

Sections 800 – 1100 provides that the duration of the Anderson Bush Plan is for twenty (20) years; provides a termination process of the Anderson Bush Plan; provides the requirement of the Agency to prepare an annual report each year describing its activities during the previous year and to comply with certain other reporting requirements.

ATTACHMENTS TO THE ANDERSON BUSH PLAN

Attachment 1	Boundary Map of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of Anderson Bush Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Private Properties Which May be Acquired by the Agency
Attachment 4	Map Depicting Expected Land Use and Current Zoning Map of the Project Area
Attachment 5	Economic Feasibility Study

The full text of the Ordinance No. ____ is available at the offices of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho, 83405.

This summary is approved by the Idaho Falls City Council at its meeting of March 30, 2023.

_____
Rebecca Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

I, Randall D. Fife, City Attorney for the city of Idaho Falls, Idaho, hereby declare and certify that in my capacity as City Attorney of the city of Idaho Falls, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. ____.

DATED this _____ day of March 2023.

_____
Randall D. Fife, City Attorney
Idaho Falls, Idaho

4893-3748-3349, v. 1

Memorandum

File #: 23-116 **City Council Meeting**

FROM: Kerry Beutler, Interim Director; on behalf of the Idaho Falls Redevelopment Agency
DATE: Wednesday, March 22, 2023
DEPARTMENT: Community Development Services

Subject
Resolution approving the Eligibility Report for the Stanley Boge Urban Renewal District

Council Action Desired
☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Resolution approving the Eligibility Report for the Stanley Boge Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is a resolution approving the Eligibility Report for the Stanley Boge Urban Renewal District. This is the first step required by Idaho Statute in creating a new urban renewal district. The report reviews the criteria for establishing a district and determines which of the criteria are met for the site. The statute requires that only one of the criteria be met. If the Council approves the report, the Idaho Falls Redevelopment Agency (IFRA) will then be authorized to draft an urban renewal district plan, which will also come back for Council approval. The IFRA board reviewed this report on February 16, 2023 and approved the document. It is now being presented for Council approval.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☒ ☐ ☒ ☐

The policies in the plan are consistent with many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
NA

Fiscal Impact
NA

Legal Review

The City Attorney's Office has reviewed the resolution to ensure it is accordance with applicable law.

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RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY, ALSO REFERRED TO AS THE STANLEY BOGE AREA, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on July 6, 1966, the Idaho Falls City Council (the "City Council") and the Mayor of Idaho Falls, Idaho, created the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency;" and

WHEREAS, the City Council, on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings, and establishing the River Commons revenue allocation area (the "River Commons Project Area"); and

WHEREAS, the City Council, on December 11, 2014, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings, and establishing the Eagle Ridge revenue allocation area (the "Eagle Ridge Project Area"); and

WHEREAS, the City Council, on November 9, 2017, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and

establishing the Jackson Hole Junction revenue allocation area (the "Jackson Hole Junction Project Area"); and

WHEREAS, the City Council, on November 10, 2022, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project (the "Pancheri East Bank Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank revenue allocation area (the "Pancheri East Bank Project Area"); and

WHEREAS, the above referenced urban renewal plans are collectively referred to as the "Existing Plans" and their respective revenue allocation project areas are collectively referred to as the "Existing Project Areas;" and

WHEREAS, the Agency Board approved the Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Proposed Anderson Bush Plan") including the Anderson Bush revenue allocation area (the "Proposed Anderson Bush Project Area") at its meeting on January 19, 2023. The Proposed Anderson Bush Plan will be considered by the City Council at its meeting on March 30, 2023; and

WHEREAS, based on inquiries and information presented, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes; and

WHEREAS, on October 20, 2022, the Agency adopted Resolution No. 2022-10 approving a Memorandum of Understanding ("MOU") with Treespring Partners LLC, a California limited liability company, which inter alia required Treespring Partners LLC to deposit certain funds to advance fund certain costs and fees related to the preparation and processing of an eligibility report; and

WHEREAS, Treespring Partners LLC has made the necessary deposit as required by the MOU; and

WHEREAS, in or around November 2022, the Agency engaged the services of Renee R. Magee, AICP to commence an eligibility study and preparation of an eligibility report of an area approximately 113 acres in size, in northern Idaho Falls, east of US 20 and north of Anderson Street. The western boundary of the area reviewed is North Boulevard and its extension to U.S. 20. U.S. 20 and East Stanley Street form the northern boundary. The Union Pacific Railroad and a portion of Anderson Street are the southern boundaries. The eastern property lines of the lots lying east of Boge Avenue and its extension south to Anderson Street are the eastern boundary (the "Study Area"). All parcels in the Study Area are located within the City limits; and

WHEREAS, the Agency obtained the Stanley Boge Eligibility Study, dated February 2023 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8); and

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, including:

a. predominance of defective or inadequate street layout;
b. faulty lot layout in relation to size, adequacy, accessibility or usefulness/obsolete platting;
c. insanitary or unsafe conditions;
d. unsuitable topography;
e. outmoded street patterns;
f. conditions which retard development of the area; and
g. lack of correlation of the area with other areas of the City by streets and modern traffic requirements;

WHEREAS, the Study Area includes open space/open land; and

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See*, Idaho Code § 50-2903(8)(c); and

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorated area;" and

WHEREAS, while the Study Area is not predominantly open, the Report addresses the findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d); and

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use; and

WHEREAS, the Agency on February 16, 2023 adopted Resolution No. 2023-05 (a copy of which is attached hereto to **Exhibit B**) accepting the Report and authorizing the Chair of the Agency to transmit the Report to the City Council requesting its consideration for the designation of an urban renewal area and requesting the City Council direct the Agency to prepare an urban renewal plan for the Study Area which plan may include a revenue allocation provision as allowed by law; and

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years; and

WHEREAS, the Study Area does not include parcels subject to such consent; and

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the base assessment roll value for the Existing Project Areas and the proposed revenue allocation area do not exceed 10% of the current assessed valuation of all taxable property within the City; and

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project; and

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area; and

WHEREAS, it is desirable and in the best public interest that the Agency prepare an urban renewal plan for the area identified as the Stanley Boge Study Area in the Report located in the city of Idaho Falls, county of Bonneville, state of Idaho.

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

Section 1. That the City Council finds and declares that the above statements are true and correct.

Section 2. That the City Council finds and declares that:

(a) the Study Area described in the Report, attached hereto as **Exhibit A**, is a deteriorated area or a deteriorating area existing in the City as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, and qualifies as an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project;

(b) there is a need for the Agency, an urban renewal agency, to function in accordance with the provisions of said Chapters 20 and 29, Title 50, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan;

(c) the area identified as the Study Area in the Report is determined to be a deteriorated area or a deteriorating area, or a combination thereof, and such area is designated as appropriate for an urban renewal project; and

(d) the rehabilitation, conservation, development and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 3. That the City Council hereby directs the Agency to commence the planning process to prepare an urban renewal plan for all or a portion of the Study Area, and for

consideration of the urban renewal plan by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Chapters 20 and 29, Title 50, Idaho Code, as amended.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

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

ADOPTED and effective this _____day of _____, 2023.

	CITY OF IDAHO FALLS, IDAHO _____ Rebecca L. Noah Casper, Ph. D., Mayor
ATTEST: _____ Corrin Wilde, City Clerk	

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

_____
(SEAL)

_____
Corrin Wilde, City Clerk

Exhibit A

Stanley Boge Eligibility Study

Exhibit B

Agency Resolution No. 2023-05 (without Exhibits)

4878-0719-8293, v. 1

RESOLUTION NO. 2023-05

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE STANLEY BOGE AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REPORT; AUTHORIZING AND DIRECTING THE CHAIRMAN OR ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF IDAHO FALLS REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council (the "City Council") of the city of Idaho Falls, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings and establishing the River Commons revenue allocation area (the "River Commons Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings and establishing the Eagle Ridge revenue allocation area (the "Eagle Ridge Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and establishing the Jackson Hole Junction revenue allocation area (the "Jackson Hole Junction Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project ("Pancheri East Bank Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank Plan revenue allocation area (the "Pancheri East Bank Project Area");

WHEREAS, the Agency Board approved the Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Proposed Anderson Bush Plan") including the Anderson Bush revenue allocation area (the "Proposed Anderson Bush Project Area") at its meeting on January 19, 2023. The Proposed Anderson Bush Plan will be considered by the City Council spring 2023;

WHEREAS, the above referenced existing and proposed urban renewal plans are collectively referred to as the "Existing Urban Renewal Plans" and their respective existing and proposed revenue allocation project areas are collectively referred to as the "Existing Project Areas;"

WHEREAS, it has become apparent that additional property within the City may be deteriorating and/or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes;

WHEREAS, on October 20, 2022, the Agency adopted Resolution No. 2022-10 approving a Memorandum of Understanding ("MOU") with Treespring Partners LLC, a California limited liability company, which inter alia required Treespring Partners LLC to deposit certain funds to advance fund certain costs and fees related to the preparation and processing of an eligibility report;

WHEREAS, Treespring Partners LLC has made the necessary deposit as required by the MOU;

WHEREAS, in or around November 2022, the Agency engaged the services of Renee R. Magee, AICP to commence an eligibility study and preparation of an eligibility report of an area approximately 113 acres in size, in northern Idaho Falls, east of US 20 and north of Anderson Street. The western boundary of the area reviewed is North Boulevard and its extension to U.S. 20. U.S. 20 and East Stanley Street form the northern boundary. The Union Pacific Railroad and a portion of Anderson Street are the southern boundaries. The eastern property lines of the lots lying east of Boge Avenue and its extension south to Anderson Street are the eastern boundary (the "Study Area"). All parcels in the Study Area are located within the City limits;

WHEREAS, the Agency has obtained the Stanley Boge Eligibility Study, dated February 2023 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, including:

a. predominance of defective or inadequate street layout;
b. faulty lot layout in relation to size, adequacy, accessibility or usefulness/obsolete platting;
c. insanitary or unsafe conditions;
d. unsuitable topography;
e. outmoded street patterns;
f. conditions which retard development of the area; and
g. lack of correlation of the area with other areas of the City by streets and modern traffic requirements;

WHEREAS, the Study Area includes some open space/open land;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See* Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(8), (9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of "deteriorating area" and "deteriorating area;"

WHEREAS, while the Study Area is not predominantly open, the Report addresses the findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, the effects of the listed conditions cited in the Report result in substantially impairing or arresting the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area does not include parcels subject to such consent.

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the combined base assessment roll values for the Existing Project Areas do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the Agency Board acknowledges acceptance and receipt of the Report, attached hereto as "**EXHIBIT A**", recognizing technical changes or corrections which may be required before transmittal to the City Council for its consideration.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8).

Section 4. That one such area is approximately 113 acres in size and is commonly referred to as the Stanley Boge Area. The area studied is bounded as follows: the western boundary is North Boulevard and its extension to U.S. 20. U.S. 20 and East Stanley Street form the northern

boundary. The Union Pacific Railroad and a portion of Anderson Street are the southern boundaries. The eastern property lines of the lots lying east of Boge Avenue and its extension south to Anderson Street are the eastern boundary.

Section 5. That the rehabilitation, conservation, development and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair of the Agency Board of Commissioners or the Administrator, are hereby authorized to transmit the Report to the City Council requesting that the City Council:

a. Determine whether the Study Area identified in the Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project; and

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED By the Idaho Falls Redevelopment Agency of the City of Idaho Falls, Idaho, on February 16, 2023. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on February 16, 2023.

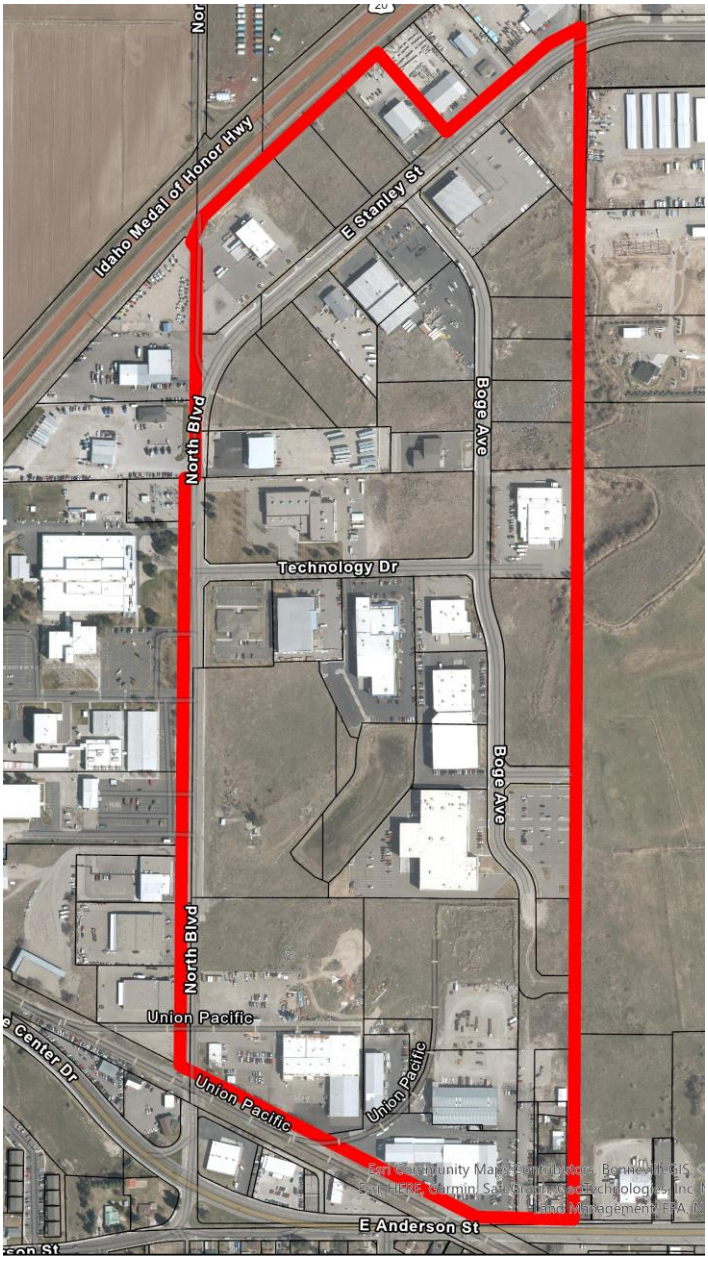
APPROVED:

By: _____
Lee Radford, Chair

ATTEST:

By _____
~~Teri~~ Gazdik, Secretary
Terri

4888-8482-4109, v. 1



Stanley Boge Eligibility Study

Idaho Falls Redevelopment Agency
February, 2023

Report by Renee R. Magee, AICP
with assistance of Brian Stevens, Idaho Falls Community Development Services

Executive Summary

This report examines approximately 113 acres (referred to as the "study area") in northern Idaho Falls east of U.S. 20 and north of Anderson Street. The western boundary is North Boulevard and its extension to U.S. 20. U.S 20 and East Stanley Street form the northern boundary. The Union Pacific Railroad and a portion of Anderson Street are the southern boundaries. The eastern property lines of the lots lying east of Boge Avenue and its extension south to Anderson Street are the eastern boundary of the study area.

To be eligible to be considered a deteriorating area and/or a deteriorated area, one or more criteria as outlined in Idaho statutes must be applicable to the study area. More than one of the statutory criteria are met in the study area, and, therefore, the study area is eligible for an urban renewal project under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended. The primary reasons for this finding are:

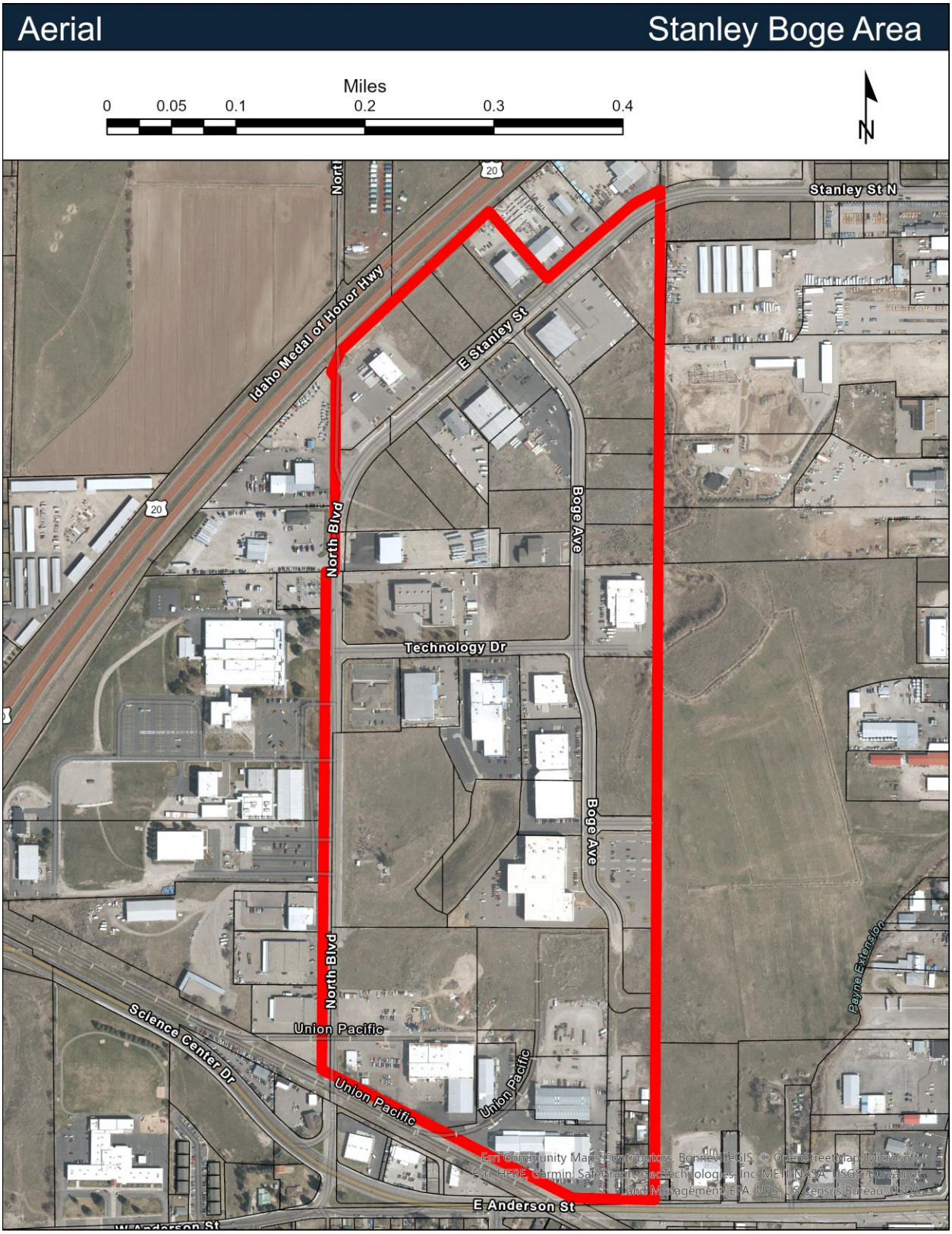
1. **Unsuitable topography due to basalt rock.** The study area is underlain with widespread basalt rock, a condition which substantially increases the cost of construction, especially for underground utilities.

2. **Need to supplement the fire flow to the study area.** While the water system is looped through North Boulevard and Boge Avenue and its extension, the Idaho Falls Water Department recommends the extension of a water main through East Stanley Street to Holmes Avenue to supplement the fire flow in the area. The need to supplement the fire flow may create an unsafe condition.

3. **Streets and street patterns.** A major portion of North Boulevard does not have curb, gutters, or sidewalks and does not meet current standards of development. Although there are two dedicated public rights-of-way from Boge Avenue, which may offer access to Holmes Avenue in the future, presently, the only access to the portion of Boge Avenue south of Technology Avenue is from the north. This presents a potential issue for emergency access until public street extensions to the east or south are developed. There is no public developed street to provide internal circulation in the southern, older portion of the study area: some properties do not have direct access to a public street.

The study area meets more than one of the criteria for eligibility. The finding the study area is eligible does not commit either the Idaho Falls Redevelopment Agency or the Idaho Falls City Council to include any or all portions of the study area within an urban renewal project area.

The boundaries of the study area are shown in red on the following page:


Aerial
Stanley Boge Area
Miles
0
0.05
0.1
0.2
0.3
0.4
N
20
Idaho Medal of Honor Hwy
North Blvd
E Stanley St
Stanley St N
Boge Ave
Technology Dr
Boge Ave
North Blvd
Payne Extension
Science Center Dr
Union Pacific
Union Pacific
Union Pacific
E Anderson St
Esri Community Maps Contributors, BonnevilleGIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Idaho Falls Redevelopment Agency

The Mayor, with the confirmation of City Council, has appointed seven individuals to the Idaho Falls Redevelopment Agency, the urban renewal agency of the City of Idaho Falls:

Lee Radford, Chair
Brent Thompson, Vice-Chair
Terri Gazdik, Secretary
Tom Hally
Kirk Larsen
Jon Walker
Christopher Harvey

The Agency, originally created on July 6, 1966, was re-established by the Mayor and Council on October 20, 1988, for the purpose of eliminating blight in the Snake River Urban Renewal District (formerly Lindsay Boulevard Urban Renewal District). The Snake River Urban Renewal District expired in 2018. The Pancheri-Yellowstone Urban Renewal District ("Pancheri District") was terminated after eleven years in 2019. The Agency now administers four urban renewal/revenue allocation areas: River Commons, Eagle Ridge, Jackson Hole Junction, and Pancheri East Bank.

Brad Cramer, Perspective Planning and Consulting LLC, serves as the executive director of the Agency. Elam & Burke, P.A. is the legal counsel. Renee Magee, AICP, with the assistance of the staff of Idaho Falls Community Development Services, has been engaged to prepare an eligibility report to determine if the study area meets the criteria for consideration as an urban renewal area (URA).

Background

In response to federal programs funding redevelopment of "blighted" urban areas in the mid twentieth century, Idaho passed the Idaho Urban Renewal Law of 1965. The law authorized Idaho municipalities to identify blighted and deteriorating areas within their communities and to use federal grant monies to improve and, if necessary, redevelop these areas. Support for such federal expenditures dissipated and eventually ended in the early 1970's. With the loss of federal support, states needed another tool to assist cities to redevelop blighted areas and to participate in the economic vitality of their communities. Idaho cities have a significant financial challenge in responding to the infrastructure demands of growth along with the on-going need to maintain the existing physical plant in good repair. Idaho cities face stringent constitutional limitations and near total dependence upon state legislative action to provide funding. An Idaho city's access to funding sources and the ability to employ effective financing mechanisms such as general obligation bonding severely constrain capital investment strategies.

The tools available to cities in Title 50, Chapters 20 and 29, the Urban Renewal Law of 1965 and the Local Economic Development Act, respectively, are some of the few available to assist communities in their efforts to support economic vitality. New sources of State support are not likely to become available in the foreseeable future, thus the Idaho Falls Redevelopment Agency's on-going interest in exploring the potential for establishing additional urban renewal/revenue allocation areas is appropriate.

Purpose of Report

The purpose of this report is to determine if all or a portion of the study area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2018(8), (9), and 50-2903(8), as well as 50-2008(d), if applicable, for an urban renewal area. This report is the first step to assist the Idaho Falls City Council determine if there is a need for creating an urban renewal area in a portion or all of the study area.

Steps in Creating an Urban Renewal Area (URA) and Revenue Allocation Area (RAA)

If an urban renewal agency is in existence in a community, the creation of an urban renewal area, including a revenue allocation area (tax increment financing), begins with an eligibility report for a designated area within the community. The purpose of the eligibility report is to determine if the studied area qualifies for an urban renewal area. The central question is whether the study area has at least one of the characteristics which must be found to be considered eligible for urban renewal activities. These characteristics or criteria are:

1. The presence of a substantial number of deteriorated or deteriorating structures and deterioration of site [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
2. Age or obsolescence [50-2018(8) and 50-2903(8)(a)],
3. Predominance of defective or inadequate street layout [50-2018(9) and 50-2903(8)(b)],
4. Outmoded street patterns [50-2008(d)(4)(2)],
5. Need for correlation of area with other areas of municipality by streets and modern traffic requirements [50-2008(d)(4)(2)],
6. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness; obsolete platting [50-2018(9), 50-2903(8)(b) and 8(c)],
7. Unsuitable topography [50-2008(d)(4)(2)],
8. Insanitary or unsafe conditions [50-2018(9) and 50-2903(8)(b)],
9. Diversity of ownership [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],
10. Tax or special assessment delinquency [50-2018(9) and 50-2903(8)(b)],
11. Defective or unusual conditions of title [50-2018(9), 50-2903(8)(b), and 50-2008(d)(4)(2)],
12. Existence of conditions which endanger life or property by fire and other causes [50-2018(9) and 50-2903(8)(b)],

13. Substantially impairs or arrests the sound growth of a municipality [50-2018(9) and 50-2903(8)(b) and 8(c)],
14. Conditions which retard development of the area [50-2008(d)(4)(2)], and
15. Results in economic underdevelopment of the area [50-2903(8)(b)] and economic disuse [50-2008(d)(4)(2)].

If it is determined the study area has characteristics which meet one or more of the statutory criteria listed above, the Agency may accept the eligibility report and request its consideration by the governing body. No URA can be formed unless the City Council adopts a resolution finding the area under consideration is deteriorated or deteriorating due to such characteristics, the redevelopment of the area is necessary for the welfare of the residents, and the area is appropriate for an urban renewal project.

The resolution approved by City Council authorizes the Agency to prepare a plan for the proposed urban renewal area. The urban renewal area plan is to include the following:

(1) The total assessed valuation of the base assessment roll of the proposed revenue allocation area and total assessed valuation of the city;
(2) A list of the proposed public improvements in the proposed revenue allocation area;
(3) An economic feasibility study (a projection of revenues and anticipated costs with a time line);
(4) A detailed list of estimated project costs;
(5) A statement showing the impact of revenue allocation area on all tax districts levying taxes upon property within revenue allocation area;
(6) A description of anticipated financing methods and time line for incurring such costs;
(7) A termination date for plan and revenue allocation area; and
(8) A plan for distributing revenues at the termination date, including any plans for Agency to retain any assets acquired during the life of the district.

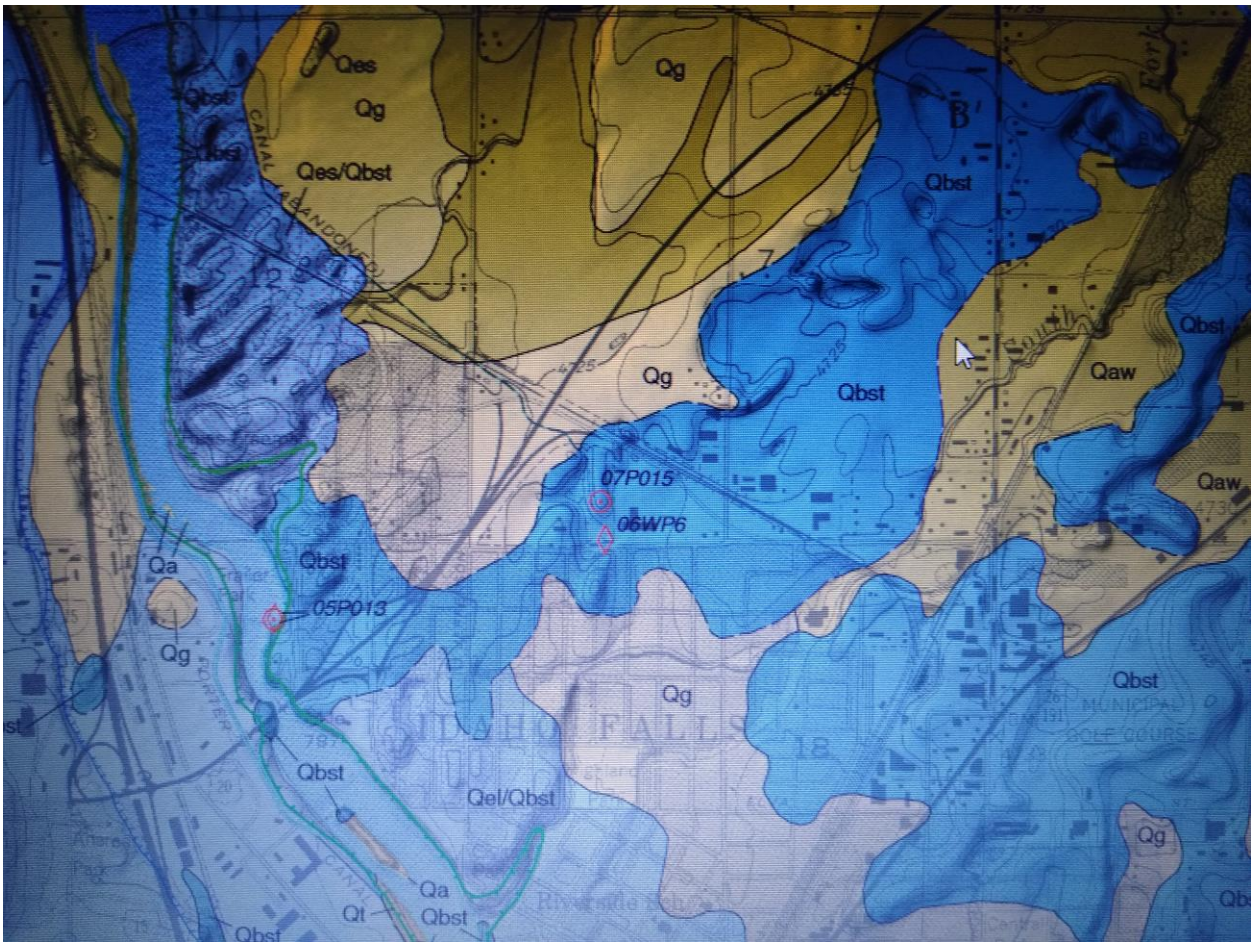
Once the plan is prepared and approved by the Agency, it is forwarded to the City Council. Prior to the public hearing before the City Council, the City Council forwards the plan to the city planning and zoning commission for its determination that the plan conforms to the city's comprehensive plan. At least thirty (30) days prior to the public hearing, a copy of the notice and plan is distributed to the taxing entities overlapping the boundaries of the proposed district. After receiving the recommendation of the commission, and after notice duly published, the public hearing is held. The City Council must approve an urban renewal plan, including revenue allocation financing provisions, by an ordinance. If the ordinance is adopted by the City Council, a copy of the ordinance with legal description of the revenue allocation area (RAA) is distributed to all the overlapping taxing entities, county officials and the State Tax Commission.

By state statute, following adoption of the ordinance, the revenue allocation area is effective January1 of the year in which it is adopted. The RAA has a maximum life of twenty years under

Idaho statutes. The urban renewal agency implements the plan adopted by the city council.

Present Conditions in the Study Area

Topography and Geology. The study area is characterized by widespread basalt rock. Below is a portion of the ***Geologic Map of the Idaho Falls North Quadrangle, Bonneville County, Idaho,*** 2011, which was prepared by William M. Phillips and John A. Welhan.



SOURCE: https://idahogeology.org/pub/Digital_Data/Digital_Web_Maps/IFNorth_DWM-77-m.pdf

A majority of the area north of the Union Pacific Railroad, east of U.S. 20, and west of Holmes Avenue is defined as Qbst. The authors of the map define the areas labeled as Qbst as basalt.

The presence of basalt near the surface is confirmed by the ***Preliminary Geotechnical Investigation***, ***Proposed Commercial Development***, prepared by Atlas Technical Consultants, LLC, for Brenden Dohs, Treespring Partners (the "Developer"). The Developer requested the Idaho Falls Redevelopment Agency consider the area for designation as an urban renewal area and revenue allocation area due to the presence of basalt on 6.3 acres immediately east of Boge Avenue and approximately 300 feet south of East Stanley Street. The report confirms a large U-

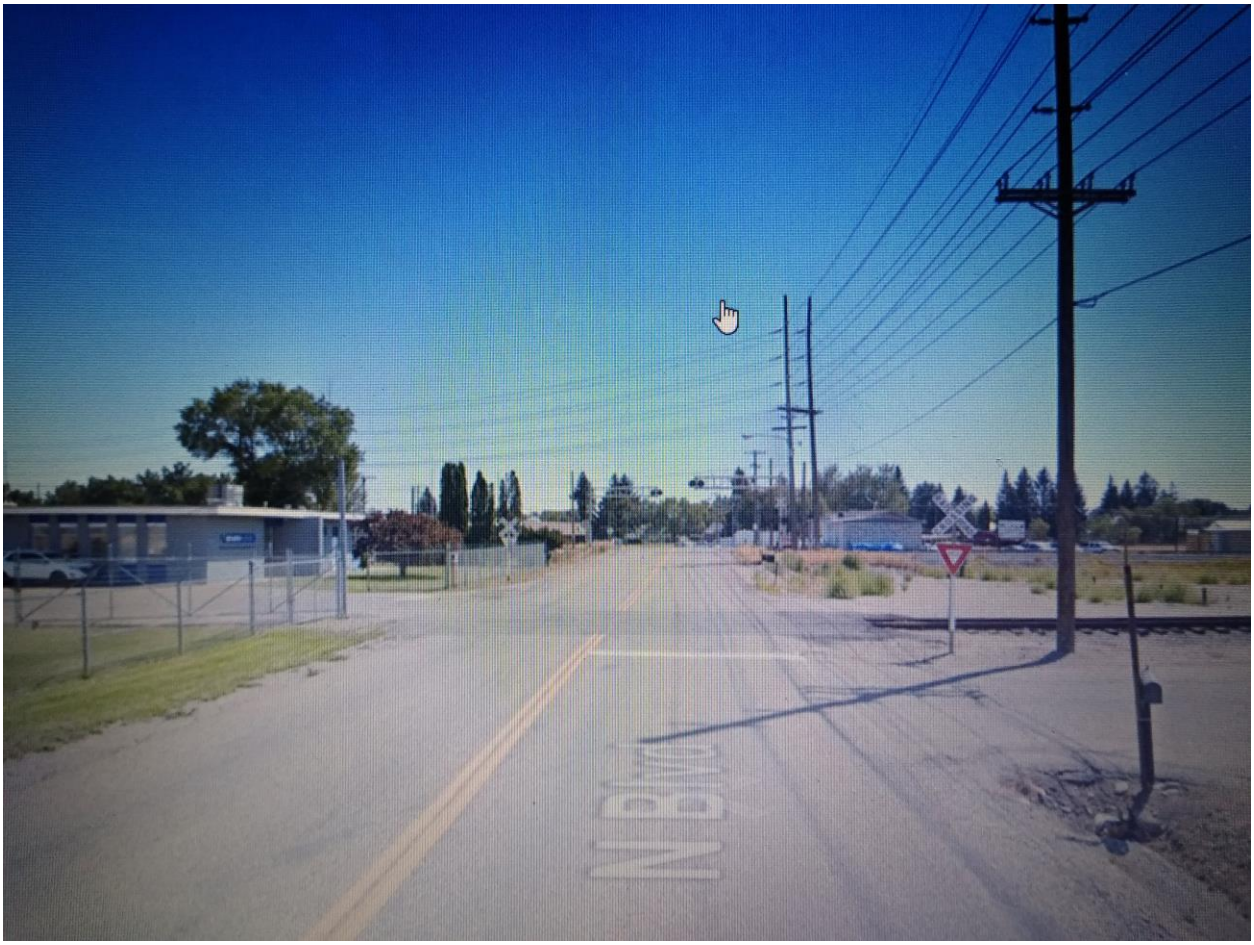
shaped area on the Developer's site has rock at a depth of zero to three feet. The rock in the interior of the "U" sits at a depth of 3 feet to a depth of 12 feet depending on location. According to the Developer, rock can be seen at ground level on portions of the site proposed for commercial development. The impact of rock on the cost of construction, especially for utility infrastructure, can be substantial.



SOURCE: Atlas Technical Consultants, LLC., ***Preliminary Geotechnical Investigation: Proposed Commercial Development,*** August 6, 2021. Prepared for Brenden Dohs, Treespring Partners.

Streets and Street Pattern. Access to the study area is provided by U.S. 20, Anderson Street/Science Center Drive, and North Holmes Avenue. Within the study area, access is provided by the local streets, North Boulevard, Stanley Street, Boge Avenue, and Technology Drive. The portion of Stanley Street within the study area, Boge Avenue, Technology Drive, and the potential access to the east, Ronald Street, are being constructed to current standards with curbs, gutters, and ultimately sidewalks. North Boulevard was constructed much earlier and lacks curbs, gutters, and sidewalks through much of its length. It is not constructed to current

standards as shown on the Google photo below.

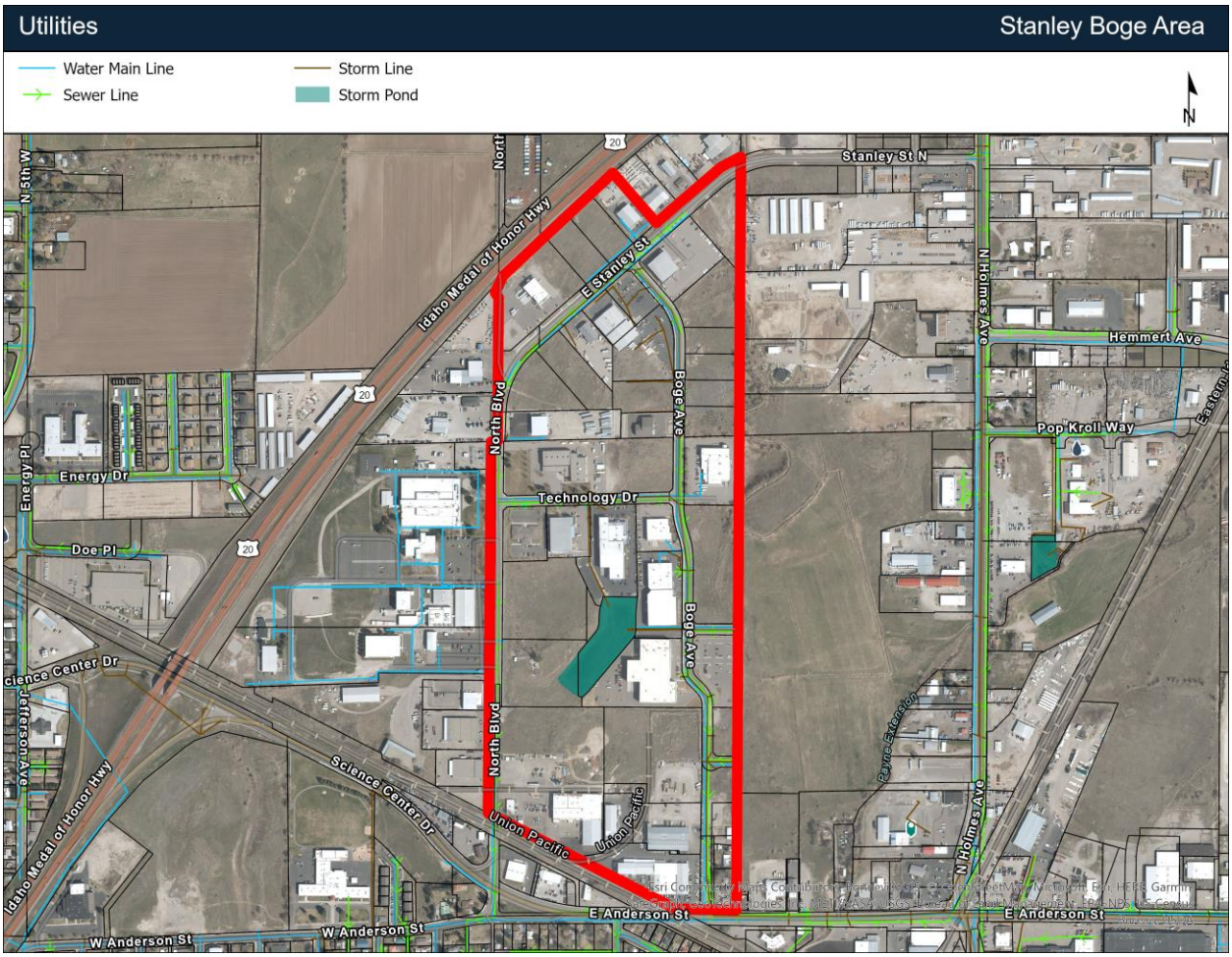


SOURCE: **https://www.google.com/maps/place/1840+N+Blvd,+Idaho+Falls,+ID+83401/@43.513411,-112.0336841,3a,75y,180h,90t/data=!3m6!1e1!3m4!1sx5uPBetMkMgyuwfNT9HfRg!2e0!7i16384!8i8192!4m5!3m4!1s0x53545c055c58e3a9:0xb5bb7d10dd85592a!8m2!3d43.5136599!4d-112.0326716!5m1!1e4**

Boge Avenue is being constructed to current city standards and its design with street stubs meets current subdivision standards. However, since development has not occurred to the east of the study area for roughly two decades, the southern portion of Boge Avenue has access only from the north. This may present an issue for emergency access to this commercial/industrial area.

There are no publicly dedicated streets in the southern, older portion of the study area, an area of over thirty acres. Access to landlocked parcels within this southern portion of the study area is apparently provided through private agreements or easements or through a parcel owned by the City of Idaho Falls. The lack of a public, developed internal street system compromises the adequacy of lot layout for modern accessibility.

Utilities. As the study area was annexed and platted, a water distribution system was installed as well as a sewer collection system. The systems are illustrated on the aerial below:



SOURCE: Idaho Falls Community Development Service. Idaho Falls Public Works, utilities mapping.

A water line loops through North Boulevard, Stanley Street, and Boge Avenue and through a public easement to Anderson Street. Although there is a looped water system to provide dependability of service, the Idaho Falls Water Department recommends the water main on Stanley Street be extended to Holmes to supplement the fire flow in the study area.

The sewer collection system is located in the public rights-of-way for North Boulevard, Stanley Street, Boge Avenue, Technology Avenue, and the public easement from Boge Avenue to Anderson Street.

Lot Layout. According to the Geographical Information System of the City of Idaho Falls, there are 48 parcels in the study area, of which 29 are platted or are combinations of platted lots. The

remaining 19 parcels are unplatted. Some of these unplatted parcels in the southern portion of the study area have no access via developed public street to Anderson Street or North Boulevard.

Buildings and Site Conditions. The Bonneville County Parcel Viewer has age data on the improvements on 18 properties. Of these 18 properties, four buildings were developed before 1960 and are located in the southern portion of the study area. Three properties were constructed between the years of 1986 and 2003 on North Boulevard and Technology Drive. In the years 2007-08, eight properties were developed in the northern and platted portions of the study area. There was no activity in the area according the parcel viewer until 2015. In 2021 another building was entered onto the tax rolls. Although the buildings constructed prior to 1960 may need significant upgrades to meet today's demands for technology, to reduce environmental hazards, or to meet modern building codes, there is little evidence of widespread deteriorated or deteriorating buildings.

There are approximately 113 acres in the study area. According to the Idaho Falls GIS system, over 30 acres of the study area is presently vacant. This is over 25% of the study area.

The southern portion of he study area began to develop in the late 1940's and 1950's. The building on 101 Technology Drive was constructed in 1996 after the plat was recorded. Additional plats were filed in 1997. Over twenty-five years after the first plats were filed on the northern two-thirds of the study area, a quarter of the study area remains vacant.

Land Use. Most of the study area is zoned I&M (Industrial and Manufacturing). A small portion in the southern eastern corner is zoned HC or Highway Commercial. The land uses are primarily industrial and manufacturing. Service establishments are also located in the study area as is at least one retail business.

The study area has good access to U.S. 20 and is adjacent to facilities of the U.S. Department of Energy. Both Anderson-Science Center Drive couplet and Holmes Avenue are principal arterials. Holmes Avenue is a four-lane highway as is Anderson-Science Center Drive. Such a street configuration creates a good vehicular flow for industrial traffic.

Comprehensive Plan and Future Development. The future land use map in the Idaho Falls comprehensive plan, ***ImagineIF***, envisions the area as Industrial.

Open Land Analysis

As indicated above, the study area includes open space/land as over thirty (30) acres of the study area is presently vacant. The area has been subject to some level of development and is not a traditional "greenfield" area and does not include agricultural land. Idaho Code Section 50-2903(8)(c) states: "[a]ny area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas."

The eligibility criteria set forth in Idaho Code Section 50-2903(8)(c) for predominantly open land areas mirror or are the same as those criteria set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b). "Diversity of ownership" is the same, while "obsolete platting" appears to be equivalent to "faulty lot layout in relation to size, adequacy, accessibility, or usefulness." "Deterioration of structures or improvements" is the same or similar to "a substantial number of deteriorated or deteriorating structures" and "deterioration of site or other improvements." There is also an additional qualification that the provisions of Idaho Code Section 50-2008(d) shall apply to open areas.

Idaho Code Section 50-2008 primarily addresses the urban renewal plan approval process and Idaho Code Section 50-2008(d)(4) sets forth certain conditions and findings for agency acquisition of open land as follows:

The urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any

combination of such factors or other conditions which retard development of the area.

In sum, there is one set of findings if the area of open land is to be acquired and developed for residential uses and a separate set of findings if the land is to be acquired and developed for nonresidential uses.

Basically, open land areas may be acquired by an urban renewal agency and developed for nonresidential uses if such acquisition is necessary to solve various problems, associated with the land or the infrastructure, that have delayed the area's development. These problems include defective or usual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout. All the stated conditions are included in one form or another in the definition of a deteriorated area and/or a deteriorating area set forth in Idaho Code Sections 50-2903(8)(b) and 50-2018(9). The conditions listed only in Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."

The conclusion of this discussion concerning open land areas is that the area qualifies if any of the eligibility conditions set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b) apply. Alternatively, the area under consideration qualifies if any of the conditions listed only in Idaho Code Section 50-2008(d)(4)(2) apply. As set forth in greater detail above, the parcel size; the unsuitable topography; the lack of an internal street network and related connectivity; and the deteriorating streetscapes including curb, gutter and sidewalks are all conditions which delay development of the Study Area.

Based on the above analysis, while the Study Area does not appear to be "predominantly open land," which is not a defined term, and is not "greenfield" or agricultural operations, unsuitable topography; obsolete platting/faulty lot layout; and predominance of defective or inadequate street layout are conditions found in the Study Area, and therefore, the open land condition is satisfied.

Ten Percent Limitation on Assessed Valuation within Revenue Allocation Area

In addition to the statutory criteria required for eligibility outlined in this report, Idaho statutes limit the assessed valuation permitted in a revenue allocation area. The base assessment rolls are not to exceed at any time ten percent of the current assessed valuation of all taxable property within the municipality.

> "Revenue allocation area" means that portion of an urban renewal area .... where the equalized assessed valuation (as shown on the taxable property assessment rolls) of which the local governing body has determined, on and

> as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project .... The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.

Idaho Code Section 50-2903(15).

The Data Processing Department of Bonneville County provided the City of Idaho Falls assessed value as well as the adjusted base of the existing urban renewal areas.

Statutory Ten Percent Limitation Analysis		
Area	Assessed Value	Percentage
City of Idaho Falls	$7,009,313,999	
	Adjusted Base	
River Commons District	$272,261	
Eagle Ridge District	$7,378,925	
Jackson Hole Junction District	$398,710	
Anderson Bush Proposed District	$6,425,722	
Pancheri East Bank District	$7,301,157	
Stanley Boge Proposed District	$43,456,835	
Total Assessed Base URAs	$65,233,610	0.93%

SOURCE: Bonneville County Data Processing, July, 2022. PM106-2020 Annual Assessed Value, Real Property, Personal Property, Mobile Home. URD055, Urban Renewal by Pin within TAG, July, 2022. Stanley Boge assessed values based on Idaho Falls GIS system and Bonneville County Parcel Viewer, 2023.

The total combined adjusted base assessment rolls of the existing revenue allocation areas, the proposed Anderson Bush District and the proposed Stanley Boge District will not exceed the estimated ten percent limit of $700,931,399, and in fact combined are estimated to be less than 1% of the assessed valuation of Idaho Falls or less than $70,093,140.

Findings

To find a study area is eligible for the creation of an URA and RAA, the study area must contain one or more of the statutory criteria spelled out in Idaho Code Sections 50-2018(8), (9), and 50-2903(8), and to the extent there is open land, the statutory criteria in Idaho Code Section 50-2008(d). Below are the criteria and a brief discussion of the findings.

The presence of a substantial number of deteriorating or deteriorated structures and deterioration of site. The age and photographic view of the buildings did not reveal a substantial number of deteriorating or deteriorated buildings. This criterion is not met.

Predominance of defective or inadequate street layout. The southern portion of the study area does not have an internal public street system. Access is apparently provided to landlocked properties through private agreements or a parcel owned by the City of Idaho Falls.

Much of North Boulevard is not constructed to current standards and is without curbs, gutters or sidewalks. The southern end of Boge Avenue, although legal under the subdivision ordinance, does not have a second public access and may not have one until adjacent properties develop. This criterion is met.

Faulty lot layout in relationship to size, adequacy, accessibility, or usefulness. Obsolete Platting. Nineteen parcels in the study area are unplatted. Some of those unplatted parcels in the southern most portion of the study area do not have direct access to a public developed street meeting modern standards. In addition, some of the smaller unplatted parcels do not have the necessary shape or size for modern development. This criterion is met.

Diversity of ownership. There are thirty private property owners in the study area and three public owners, the College of Eastern Idaho, the Idaho Transportation Board, and the City of Idaho Falls. This criterion is not met.

Defective or unusual conditions of title. The research done for this eligibility study did not address this issue and, therefore, did not reveal any defective titles. This criterion is not met.

Tax delinquency assessment exceeding the value of land. The research completed for this study did not address this issue. Consequently, there is not sufficient evidence to state this criterion has been met.

Insanitary or unsafe conditions. Although the water system is looped in the study area to provide dependable water service, the Idaho Falls Water Department recommends the extension of water main to Holmes Avenue to supplement the fire flow in this industrial area. A major portion of North Boulevard does not have sidewalks, an unsafe condition for pedestrians. This criterion is met.

Outmoded street patterns. There is no public street pattern within the southern portion of the study area. Land owners apparently rely on private agreements or a parcel owned by the City of Idaho Falls. This type of access may not provide adequate access for today's developments. This criterion is met.

Unsuitable topography. Major portions of the study area are underlain by widespread basalt rock. The impact of basalt rock on construction costs, especially the provision of underground utilities, is substantial. This criterion is met.

Age or obsolescence. Most of the existing buildings in the study area are less that fifty years of age, and the buildings do not appear to be deteriorated or deteriorating. They appear to be well maintained. This criterion is not met.

Need for correlation of the area streets with other areas of the municipality. Additional access to Boge Avenue is needed from the east or the south to provide adequate emergency access. This criterion is met.

Conditions which retard development of the area. The widespread basalt rock has retarded the growth of this area. Although it has good access to the regional transportation system provided by U.S. 20, one quarter of the study is still vacant. This criterion is met.

Economic disuse or underdeveloped property. Until the recession of 2008-2009, the study area was steadily developing. Although development has slowed in the last decade, the area presents an image of maintained newer commercial and industrial development. This criterion is not met.

Substantially impairs or arrests the sound growth of the municipality. The long-range plan of the City of Idaho Falls designates the study area as industrial. One quarter of the study area is vacant, although it is adjacent to U.S. 20 and is served by two principal arterial streets. This criterion is met.

Conclusion

The proposed Stanley Boge renewal area meets one or more of the criteria for eligibility under Idaho Code Sections 50-2018(8) and (9) and 50-2903(8). The study area is characterized by widespread basalt rock. In addition, some of the unplatted lots in the southern portion of the study area do not have direct access to a developed public street and do not meet current standards for development. Fire flow in the area should be supplemented.

Criterion	Criteria Met?	Characteristics Supporting Finding
Substantial deterioration of site	No	
Defective street layout or inadequate street layout	Yes	There is not an internal public, developed street in the southern portion of the study area, and some properties are landlocked and must rely on private arrangements. Portions of North Boulevard do not have curbs and gutters to provide storm water management or sidewalks for safe pedestrian movement. The southern portion of Boge Avenue does not have a second emergency access presently.
Faulty lot layout/Obsolete Platting	Yes	Unplatted parcels in the southern portion of the study area are landlocked or have limited access to a public street. Although they may combine with larger parcels, many of the unplatted parcels are too small or are unusually shaped for modern development.
Diversity of ownership	No	
Unusual conditions of title	No	
Tax delinquency	No	
Unsafe conditions	Yes	There is a need to supplement water flow to the study area. Portions of North Boulevard do not have sidewalks.

Outmoded street patterns	Yes	Access to some properties in the southern portion of the study area is not directly provided by a public, developed street.
Unsuitable topography	Yes	Basalt rock underlies the study area. Basalt, especially near the surface, can substantially increase development costs.
Age or obsolescence	No	
Lack of correlation with streets in municipality	Yes	Access from the southern portion of the study area to Anderson Street or North Boulevard is not provided to all parcels by a publicly constructed street. Additional access to the southern portion of Boge Avenue is needed for emergency services.
Conditions which retard development of the area	Yes	The widespread basalt rock has delayed the development of the study area. One quarter of the area is vacant.
Economic disuse or underdevelopment of the area	No	
Arrests or impairs the sound growth of the municipality	Yes	The long-range plan of the City of Idaho Falls designates this area as industrial. One quarter of the area is vacant, although the study area is adjacent to U.S.20, a regional highway, and is served by two principal arterial streets.

SOURCES AND REFERENCES FOR ELIGIBILITY REPORT

Thank you to Brian Stevens, Idaho Falls Community Development Services, for his diligence and assistance in completing this report.

1. Bonneville County Parcel Viewer. Land and improvement values, age of construction, site acreage, and vacancy on tax assessment data found on parcel viewer, January. 2023 https://bonneville.esriemcs.com/portal/apps/webappviewer/index.html?id=f5f27c3e084449c3b933b019a9b7444b
2. Email from David Richards to Brian Stevens, Water Superintendent, City of Idaho Falls, December 22, 2022.
3. Data Processing, Bonneville County, D. Whillock, email, July, 2022.
4. ***Imagine IF,*** comprehensive plan for the City of Idaho Falls, future land use map.
5. Photos, Google maps, January 10, 2023.
6. Atlas Technical Consultants, LLC. ***Preliminary Geotechnical Investigation, Propsed Commercial Development,*** August 6, 2021.
7. William M. Phillips and John A. Welhan**, Geologic Map of the Idaho Falls North Quadrangle, Bonneville County, Idaho**, 2011. https://www.idahogeology.org/pub/Digital_Data/Digital_Web_Maps/IFnorth_DWM-77-m.pdf
8. Aerial photos, City of Idaho Falls, 1996, 2012.
9. Manatron System, Bonneville County.
10. City of Idaho Falls Parcel ID, January, 2023. Primary source of parcel data and assessments.

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Memorandum

File #: 23-120 **City Council Meeting**

FROM: Michael Kirkham, Assistant City Attorney
DATE: Friday, March 24, 2023
DEPARTMENT: City Attorney

Subject
2023 Records Destruction Resolution

Council Action Desired
☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the 2023 Records Destruction Resolution to destroy certain temporary records, pursuant to Idaho Code § 50-907 (or take other action deemed appropriate.)

Description, Background Information & Purpose
The proposed Resolution would authorize the destruction of certain temporary records which have no intrinsic, historical, or other value. Prior to the destruction of these records, Idaho Code § 50-907 requires that the destruction of temporary records be ordered by the Council. This resolution meets the requirement to order the destruction of the records specifically listed in the resolution.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Destroying the temporary records that serve no intrinsic, historical, or other purpose promotes the City's Governance objectives.

Interdepartmental Coordination
N/A

Fiscal Impact
The action will have no known fiscal impact to the City's finances.

Legal Review

The Office of the City Attorney drafted the proposed resolution.

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RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Idaho Code allows for the classification and retention of certain records as "permanent", "semi-permanent" and "temporary" records; and

WHEREAS, "temporary" records are those which need to be retained for less than two (2) years and are so classified by the Council; and

WHEREAS, "semi-permanent" records are those which must be retained for a period of five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, Idaho Code § 50-907 allows for the City Council to order the destruction of those records which are not considered historical; and

WHEREAS, the records listed herein are only those records which are considered to be "temporary" or "semi-permanent" records pursuant to the Idaho Code; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction;

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

That the following records be classified as "temporary" and that their destruction is hereby ordered by the Council:

FROM THE HUMAN RESOURCES DEPARTMENT:

1. All Month-end Reports prior to 2018.
2. Terminated employee's files for employees separated over 10 years.
3. Travel expense reports prior to 2018.
4. Physical and Hearing Exam Reports for employees separated over 10 years.
5. Supervisor's Reports of Accidents prior to 2018.
6. Accident on Duty Compensation Payment Reports prior to 2018.
7. Fire Department Testing Records prior to 2020.

FROM THE IDAHO FALLS LIBRARY:

1. Patron records that expired prior to January 1, 2021.
2. Correspondence folders for Library Directors prior to July 1, 2021.
3. Public outreach and other programming records prior to January 1, 2021.
4. Statistical records prior to January 1, 2018.
5. Monthly Department reports prior to January 1, 2021.
6. All Library email correspondence prior to January 1, 2021.

FROM THE CITY ATTORNEY'S OFFICE

1. City general files, legal memorandum, communications, and letters drafted and maintained by Dale Storer or Shan Perry, in their capacity as the City's attorneys, prior to 2018.

FROM THE IDAHO FALLS POLICE DEPARTMENT:

1. From the Professional Standards and Logistics Bureau
    a. Preemployment and Application records prior to 2021.
2. From the Records division:
    a. City License Denials prior to 2021
3. From Chief's Adminstration Office records:
    a. 2021 and Older: Department travel requests and travel documents
    b. 2021 and Older: PCARD receipts, purchase requests, and purchase receipts
    c. 2021 and Older: Preemployment investigations for candidates that weren't hired
4. All videos other than those labeled "felony" recorded prior to January 2021.
5. Police officer Mental Health First-Aid seminar recording from 2020.

FROM THE IDAHO FALLS FIRE DEPARTMENT:

1. Credit Card Receipts:
    a. October 2013
    b. November 2013
    c. December 2013
    d. January 2017
    e. February 2014
    f. March 2014
    g. April 2014
    h. May 2014
2. Treasurer Receipts:
    a. 2012
    b. 2013
3. 2012 Ambulance Billing Claims.
4. 2012 Ambulance Reports.
5. 2012 Ambulance No Transport Records.
6. 2013 Ambulance Hospital Facesheets PCS Forms.
7. Attorney Medical Requests:
    a. 2019
    b. 2020
    c. 2021

8. Ambulance Hardship Worksheets:
    a. 2016
    b. 2017
    c. 2018
    d. 2019
    e. 2020
9. Overtime Slips:
    a. 2006 - 2007
    b. 2007 - 2008
    c. 2008 - 2009
    d. 2009 - 2010

FROM THE PUBLIC WORKS DEPARTMENT:

Administration:

1. 1961-2016 Curb and Gutter Letters and Applications.
2. 2011-2013 Snow on Sidewalk Letters.
3. 2015 Right of Way Permits.
4. 2009-2014 Unsafe Sidewalk Letters.
5. Requisitions older than 2018.
6. Timesheets older than 2018.
7. Treasurer Receipts older than 2018.
8. The Street Division will be sending timesheets/timecards, purchase orders, accruals, and damage claim forms prior to 2017 for destruction

Wastewater:

1. 2016 lab sheets, lab summary's and DMR's
2. 2016 monthly industry flow reports
3. 2016 gravity belt thickener operational data
4. 2016 weekly flow charts

FROM THE CITY CLERK'S OFFICE:

1. Monthly Departmental reports prior to January, 2019.
2. License applications for businesses, tradesmen, and child care prior to January, 2019, and related documentation.
3. City Council Call Sheets prior to January, 2021.
4. Damage Claims prior to January, 2013.
5. Freedom of Information Act (Public Records Requests) prior to January, 2021.
6. City Clerk's Office Receipts prior to January, 2019.
7. Other related documents prior to January, 2019.

FROM THE CONTROLLER'S OFFICE:

1. Payroll records older than January 2021. Items to include timesheets, subsidiary calculations, and abt, benefit, tax, add pay registers.
2. Accounts payable older than January 2021. Items to include invoices and canceled checks

3. Journal entries older than January 2018. Records and support for journal entries to record financial and budgetary adjustments
4. General accounting records (which shall not include any fiscal year-end reports, bonds, or coupons,) payroll and timesheet records older than January 2018.

FROM THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Copies of daily Building Division deposit receipts from 1999 through 2018
2. Historic Preservation Commission grants and correspondence from 1998, 1999, 2001, 2017, 2018, 2019
3. Planning Commission Notice of Publication and Legal Ads from 1993
4. Commercial property cost comparison from 2014
5. Comp plan maps on CD from 2010
6. Central Square quote from 2021
7. Agnew Beck W-9 from 2015
2. Legal ads prior to 2020.
5. Travel records prior to 2017.
6. City Council Action Memos prior to 2020.
7. Planning Commission Action Memos prior to 2020.
8. Board Of Adjustment Action Memos prior to 2020.

FROM IDAHO FALLS POWER:

1. Transitory correspondence prior to January 2021
2. Employee time records prior to January 2021
3. Employee travel records prior to January 2021
4. Purchase orders & requisitions prior to January 2021
5. Contracts/agreements expired prior to January 2021
6. Liability Claim Reports 2018 and prior
7. Terminated employee files for employees separated prior to 2019

FROM IDAHO FALLS PARKS AND RECREATION:

1. Recreation Purchase Orders 2012 – 2013
2. Recreation Refunds 2012
2. The following Golf Documents
    a. Pinecrest Purchase Orders 2015 - 2016
    b. Sandcreek/Sage Lake's Blanket Orders 2015 - 2017

ADOPTED and effective this ___ day_____, 2023.

CITY OF IDAHO FALLS, IDAHO

_____

Rebecca L. Noah Casper, Ph.D., Mayor

ATTEST:

_____

Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND PUBLICATION ACCORDING TO LAW."

_____
Corrin Wilde, City Clerk